



HEAVY ENGINEERING CORPORATION LIMITED
RANCHI, JHARKHAND

**TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF INDUSTRIAL VACUUM CLEANING MACHINE**

TENDER DOCUMENT

FOR

**SUPPLY, INSTALLATION, TESTING AND COMMISSIONING
OF INDUSTRIAL VACUUM CLEANING MACHINE**

Through E Tender (website – www.etenders.gov.in)



HEAVY ENGINEERING CORPORATION LIMITED

OPEN TENDER REF. No. PUR/HMB/18/965565/MW-5442
dated 14.08.2018

Through E Tendering



HEAVY ENGINEERING CORPORATION LIMITED
RANCHI, JHARKHAND

**TENDER DOCUMENT FOR PROCUREMENT OF
VACUUM CLEANING MACHINE SUITABLE FOR INDUSTRIAL APPLICATION**

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**HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED**

(A Govt. of India Enterprise)

Ranchi – 834 004 (INDIA)

TENDER DOCUMENT FOR SUPPLY, INSTALLATION, TESTING AND
COMMISSIONING OF INDUSTRIAL VACUUM CLEANING MACHINE

**MATERIAL MANAGEMENT DIVISION
HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LIMITED, RANCHI – 834 004
(A Govt. Of India Enterprises)
TELEPHONE: +91651 – 2401310, 2401349 FAX: +91651 -2401166, www.hec ltd.com
Email: rkjha@hec ltd.com / lavakush@hec ltd.com**

OPEN TENDER ENQUIRY (E Tendering)

INVITATION FOR BIDS (IFB)

From:
SDGM / Purchase / HMBP
Heavy Engineering Corporation Limited (HEC)
P.O: Dhurwa, Ranchi-834 004(Jharkhand),INDIA

Dear Sirs,

Sealed tenders in **Two bids system** are invited by Heavy Engineering Corporation Limited,
Plant Plaza Road, P.O: Dhurwa, Ranchi for the items indicated below:

SALIENT FEATURES OF THE TENDER

A.	OPEN TENDER REF. No. (ETENDER)	PUR/HMB/18/965565/MW- 5442 dated 14.08.2018
B.	ITEM DESCRIPTION	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF INDUSTRIAL VACUUM MACHINE.(As per technical specification at Annexure J)
	Tender Type	Open Tender -Two Bid through E tendering
E.	COST OF TENDER DOCUMENTS	Rs 750/- (rupees seven hundred fifty only) in the form of Demand Draft payable at Ranchi in favour of 'Heavy Engineering Corporation Ltd.'
I.	EARNEST MONEY DEPOSIT (BID SECURITY)	Rs.1,50,000/- (Indian Rupees One Lakh fifty thousand only).
J.	COMPLETION SCHEDULE	Within 100 days from Effective Date of Contract. Effective Date of Contract shall be the Date of Issue of Letter of Award (LOA) by the Purchaser.
K.	VALIDITY OF BID	180 days from the scheduled date of opening of PART- I.
C.	DOWNLOADING OF TENDER DOCUMENTS	Start (Web Site): 14.08.2018 Close (Downloading from Web-Site) : 04.09.2018 11:00 Hrs " Indian Standard Time (IST)"



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	Last date and time for on-line submission of tender	04.09.2018 UPTO 13 Hrs (IST)
	Due date and time for on line opening of tender	06.09.2018 AT 15 Hrs (IST)
	Due date and time for online opening of Price bid of technically suitable firms	Will be intimated through e tender portal
	(Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened on the next full working day at same time	

1.0 QUALIFYING CRITERIA

1.1 TECHNICAL QUALIFYING CRITERIA

The Tenderer should fulfil the following eligibility criteria:

A) Technical Eligibility Criteria

A1. The Tenderer must have experience of supply and commissioning of minimum one number of the Truck / Trailer mounted Vacuum Cleaning Machine for Industrial application in last 3 (three) years as on 01.01.18.

A2. The Tenderer must submit Performance Certificate of the machine.

Documents to be submitted:

The tenderer shall submit self attested/notarised copies of the following documents issued by client of the tenderer/end user firm in proof of meeting the prescribed eligibility criteria with specific mention of information required.

- i) Letter of Award of Work/ Purchase Order/ Contract
- ii) Credential certificate from Customer/End User Company in confirmation of commissioning of machine indicated in Item A1 above.
- iii) Performance Certificate of the machine supplied by the OEM.

1.2 FINANCIAL QUALIFYING CRITERIA:

Average annual turn-over of the Tenderer shall not be less than **Rs. 50,00,000/- (Rupees Fifty Lakhs only)**, during the last three (03) consecutive financial year ending, (i.e. **2014-15, 2015-16 & 2016-2017**).

The Tenderer shall submit copy of Audited Annual Reports clearly evidencing the Annual Turn-Over figure for last 3 (three) consecutive financial years in support of their meeting above stipulated financial criterion. Foreign Tenderers may submit the above documents for the last three financial year ending i.e. 2014, 2015 & 2016 for which the accounts



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have been finalized and audited. In case of non-availability of audited financial statements for any reason, the Tenderer may submit a certificate from a practicing Chartered Accountant in support of the financial criteria.

Documents to be submitted:

The tenderer shall produce satisfactory proof that he is financially in a position to fulfill the contractual obligations offered to be undertaken by him. The relevant document as mentioned in Qualifying criteria to be submitted in this regard.

- 1) Copies of Audited Annual Reports (Balance Sheet and Profit & Loss Statements) for last three consecutive Financial Years i.e. for 2014-15, 2015-16 and 2016-17 or for year ending 2014, 2015 and 2016 in case of foreign tenderer.
- 2) Copies of Partnership deeds if applicable.
- 3) Copy of certificate of incorporation and Articles of Association if applicable.
- 4) Copies of ownership documents in respect of manufacturing plant.
- 5) General power of attorney in favour of any signatory, other than the owner/head of the firm.
- 6) Notarized Affidavit will be submitted by the tenderer along with the tender that:
 - a) The tenderer has not been blacklisted by any State Government/ Central Government / Government Undertaking in India as on due date of tender.
 - b) The tenderer has not been debarred by HEC and other PSU/ Government Undertaking as on date of the tender.
 - c) The tenderer has not been blacklisted in the country of their origin (in case of foreign tenderer) and other countries as on due date of tender.
 - d) The tenderer has not been listed in RBI defaulter List during last seven (7) years prior to 31.01.2018.
 - e) Copies of Purchase Order in last three years for similar machine along with completion certificates

Tenderer who is blacklisted or debarred as on date of the tender by any State Government/ Central Government / Government Undertaking in India or by HEC or in the country of their origin or other countries (in case of foreign tenderer) will not be eligible for participating in the tender and if submitted the bid, those bids/quotations will be treated as unsolicited & will not be considered. In case of false declaration, earnest money deposited by the tenderer will be forfeited and tender may be rejected/ LOA (work order/purchase order) may be cancelled.

2.0 LEGAL CAPACITY

The tenderer shall satisfy the purchaser that he is competent and authorized to submit tender and/or to enter into a legally binding contract with the purchaser. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender, submitted by him is legally binding upon himself, his firm or company as the case may be. A power of Attorney, duly authenticated by a Notary Public, indicating that the person(s) signing the bid have the authority to sign the bid and thus that the bid is binding upon the Tenderer during the full period of its validity.



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3.0 EARNEST MONEY DEPOSIT (EMD)

- a) Bids must be accompanied by an Earnest Money Deposit (Bid Security) amounting to **Rs.1,50,000/-** (Indian Rupees One Lakh fifty thousand only).
- b) A Demand Draft/Bank Guarantee in the form provided in the bidding documents towards cost of EMD/Bid Security.

The instruments mentioned above, shall be submitted from an Indian Scheduled Bank other than a Co-operative or Gramin Bank. The Demand Draft has to be drawn in favour of “**Heavy Engineering Corporation Limited**” and payable at Par at Ranchi.

- c) EMD of unsuccessful tenderers will be returned after finalization of contract and Interest of any sort will not be payable on EMD.
- d) EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.
- e) If the successful tenderer fails to furnish the required Security deposit within the specified period, its EMD will be forfeited. The EMD shall be forfeited if the successful tenderer fails to accept the order.
- f) EMD Validity:

EMD/Bid Security shall remain valid for a period of sixty (60) days beyond the original bid validity period, and beyond any extension subsequently requested by the Purchaser.

N.B.:

Tenderers registered with National Small Industries Corporation/ Small Scale Industries/ Micro, Small scale Industry (MSE) or DGS&D for the tendered item will be exempted from submission of EMD. The tenderer should enclose an authenticated copy / notarized copy of their valid registration certificate with NSIC, DGS&D for grant of exemption.

4.0 DOCUMENTS FOR SUBMISSION OF TENDER

The following documents are enclosed for submission of tenders:

I	Instructions to Tenderers (Annexure -A)
II	Format for BANK GURANTEE FOR EARNEST MONEY DEPOSIT (Annexure - B)
III	Form of Contract Agreement (Annexure -C)
IV	Commercial Terms & Condition (Annexure – D1)
V	Special Conditions of Contract (SCC) (Annexure –D2)
VI	Summary of Commerical terms and conditions (Annexure D3)
VII	General Conditions of Contract (GCC) (Annexure -E)



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VIII	Format for Bank Guarantee For Security Deposit (Annexure -F)
IX	Format for Performance Bank Guarantee (Annexure -G)
X	Form of Preliminary Acceptance Certificate (Annexure -H)
XI	Form of Commissioning /Final Acceptance Certificate (Annexure -I)
XII	Technical Specification (Annexure –J)

Note: Tenderers are requested to read the enclosed Instructions, Technical Specifications and General conditions of contract of Heavy Engineering Corporation Limited carefully before submitting their offer.

5.0 DOCUMENTS COMPRISING THE BID

5.1 Tenders must be submitted through our E procurement portal website www.etenders.gov.in

5.2 The bid will consist of two parts:

**Part-I: Tender Fee, EMD/ Bid Security, Qualifying Documents,
Technical Part & Commercial Part (As per Instruction to Tenderer)**

Part-II : Price Bid

As per Instruction to tenderer

6.0 PERIOD OF VALIDITY OF BID

Bids shall remain valid for the period 180 days from the scheduled date of opening of Part-I. A bid valid for a shorter period shall be rejected by the Purchaser as being non-responsive unless extended.

The Purchaser may solicit the Tenderers' consent to an extension of the bid validity period. The request and responses thereto shall be made in writing. If a Tenderer accepts to extend the period of validity, the EMD/Bid Security shall also be extended by the Tenderer accordingly. A Tenderer accepting such request, shall not modify its bid on its own.

7.0 AVAILABILITY OF TENDER DOCUMENTS

Tender documents may be downloaded from the HEC website.

Tender Documents may be downloaded from Purchaser's web-site www.hecltd.com → Tenders section → Open Tenders.

Or
www.hecltd.com → Tenders section → E procurement → Open Tenders.

Or
www.etenders.gov.in – Search Heavy Engineering corporation - open tender

It shall be the responsibility of the prospective tenderers to ensure that the Bids have been submitted in the formats and as per the terms and conditions prescribed in the website and no change is made therein. The documents placed in website along with this detailed Invitation for Bids (IFB) forms the complete tender document. All the documents along with detailed IFB as placed in the website is final including clarification, drawings, corrigendum, addendum, pre-bid meetings, if any. On verification, at any time,



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whether the tenderer is successful or not, if any of the documents submitted by the tenderer including the documents downloaded from Purchaser's above mentioned website / issued are found tampered/ altered / incomplete, they are liable for rejection, cancellation & termination of the Contract, debarring, etc. as per the rules of the Company.

It will be presumed that the Tenderer have gone through the entire bidding documents available in the website which shall be binding on them.

The Tenderer shall download the "Bid Document" available in the web site in totality and submit the same duly signed on each page.

For and on behalf of Heavy Engineering Corporation Limited.

SDGM / Purchase / HMBP

Heavy Engineering Corporation Limited,
Plant Plaza Road
Dhurwa, Ranchi Jharkhand, India -834004
Ph: +91651 2400310, 2401176
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Email :corpmktg@hecltd.com



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ANNEXURE-A

INSTRUCTIONS TO TENDERERS (ITT)



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ANNEXURE-A

INSTRUCTIONS TO TENDERERS (ITT)

Tenders are invited on line through website. Tenders are to be submitted strictly as per guidelines furnished in the website of <http://etenders.gov.in> hereunder:

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 register themselves only on at NIC e-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. Detailed instructions 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: HEC reserves the right to extend / change the schedule of any activity by intimating the bidders through a notification on the e-tender portal.

1.0 Contents of tender documents:

1	Techno-Commercial Terms and Conditions of NIT	As per NIT
2	Commercial Terms	Annexure D3
2	Template for Price Bid/BOQ format for online submission by the bidder	BOQ.xls



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2.0 Requirements for Vendors:

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

- 3.0** 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.

4.0 Help for participating in e-tender:

The detailed method for participating in the e-procurement are available in the website <https://www.hecltd.com> or <https://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)

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

- 5.0** 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.



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

- 6.0 The offers with any deviations to the NIT Terms and conditions shall be liable for rejection.
- 7.0 The bidder must upload all the documents required as per the terms of NIT. (Any other document uploaded which is not required as per the terms of the NIT shall not be considered.)
- 8.0 It may pleased 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).
- 9.0 There will be no physical sale of the tender documents.

10.0 PREPARATION OF TENDER DOCUMENTS :

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

- a. Techno-commercial bid (Part 1) – The offer is to be scanned and uploaded in our portal consisting technical details including all required documents of qualifying criteria and relevant technical parameters.

The commercial terms and conditions (as per annexure D3). The format (Commercial sheet.xls) in excel format shall be downloaded and the same excel file duly filled by the bidder is to be uploaded while submitting the offer.. No price part is to be uploaded in this part

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

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

Note :

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

Bid Opening Process is as below:-

Cover-I: Technical bid opening date will be as per given dates. If any clarification is needed from the bidder about the deficiency in his uploaded documents in



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Cover-I, he will be asked to provide it through Short fall documents folder in e-tendering portal. The bidder shall upload the requisite clarification / documents within time specified by HEC, failing which tender will be liable for rejection.

Cover-II: The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be intimated through portal. (Depending on Cover-I evaluation any changes in the date shall be intimated through e-tendering portal).

11.0 Please read carefully before you quote: -

Last date of Receipt of Tender Document : by 1:00 PM (IST) on 28/08/2018

Due date of tender opening (Part 1 only) : at 3:00 PM (IST) 29/08/2018

1. Items to be supplied as per the provided specifications.
2. It should be quoted on **FOR HMBP Store**.
3. **Validity** – Minimum 90 days from the date of opening of tender.
4. Order will be under L.D. clause.
5. Price Bid:-Price bid to be uploaded as per BOQ of NIT.
6. Commercial Terms and condition in Annexure-B to be submitted/uploaded along with Technical (part 1) bid
7. The EMD (BG or DD) needs to be sent to office of purchaser before in advance so that it reach before scheduled date of opening of tender.

TO

**MATERIAL MANAGEMENT DIVISION
HEAVY MACHINE BUILDING PLANT
HEAVY ENGINEERING CORPORATION LTD.
RANCHI-834004, JHARKHAND
INDIA**

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

In techno-commercial bid, the bid should clearly mention the name of Original Equipment Manufacturer (OEM).

13.0 LANGUAGE OF BID

The bid prepared by the Tenderer and all correspondence & documents related to the bid exchanged by the Tenderer and the Purchaser, shall be written in the English language. Bid submitted in any other language is liable to be rejected. In case any printed literature furnished by the Tenderer, is written in another language, it must



be accompanied by a translation of its pertinent passages in the English language and for the purposes of interpretation of the bid, such translation shall govern.

- 14.0 Tender is liable to be ignored if complete information is not given therein or if the particulars and data (if any) asked for in the schedule to the tender, are not fully filled in. Special attention must be paid to the delivery dates and also to the General Conditions of the Contract of HEC LTD. with latest amendments and those contained in this booklet as the contract shall be governed by them.

15.0 EARNEST MONEY DEPOSIT (EMD)

TECHNO-COMMERCIAL BID MUST ACCOMPANY DETAILED INFORMATION ABOUT SUBMISSION OF EMD. EMD to be submitted as detailed in clause no. 3 of IFB above.

16.0 EMD EXEMPTION:

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 / notarized copy of their valid registration certificate with NSIC, MSME, SSI, DGS&D for grant of exemption.

17.0 TECHNO-COMMERCIAL BID

- 17.1 The tenderer shall carefully check the specifications and shall satisfy himself of the suitability of the equipment being offered and shall take full responsibility for the efficient operations and guarantee of specified output of the Plant and equipment offered.
- 17.2 The offer should be complete in all respects along with supporting documents and technical literature like catalogue, test charts, **credentials**, list of customers of similar job, performance feedback reports from users etc.
- 17.3 The offer should conform to Technical Specification and General Conditions of Contract (GCC). Tenderers are required to quote strictly as per tender documents. However, if they strongly feel that some minor deviation will improve their bids, such deviations, if any, from the terms & conditions or technical specifications shall be listed and submitted alongwith Part-I of the bid. The tenderer should invariably attach with their offer a clause-wise compliance statement against (I) Instruction to Tenderers (II) Technical specification (III) Special Conditions of Contract (SCC) in a specified format as per Annexure – E (IV) General Conditions of Contract (GCC) stating where they meet requirement in totality and where and how they deviate giving full details and remarks if any.
- 17.4 **Incomplete tenders are liable to be ignored.**
- 17.5 **Rates for 2 year Operational Spares should be quoted separately item-wise and not to be included in the price of the machine.** However detail list of Operational and consumable spares are to be provided alongwith the tender. Tenderers are requested to confirm the following:
- a. List of spares to be provided by bidder separately comprising of complete specification, size, drawing if any catalogue etc)



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- b. List of spares shall cover all the Operational spares requirement for minimum period of 2yrs and if anything is required beyond the said list then the firm shall provide those at no extra cost within maximum 5 days after getting the intimation

18.0 GUARANTEE TO PROVIDE SPARES

- 18.1 Acceptance of tender for the supply of equipment on the invitation will be subject to tenderers certifying that they have adequate servicing and spare parts "Stores"/"Machine in respect of the equipment tendered for by them or that they shall arrange to provide such Stores"/"Machine simultaneously with the supply of the equipment.
- 18.2 Tenderers shall also undertake that supplies of spare parts will be made available for life of the machine on a continuous basis for minimum 10 years from the date of commissioning.
- 18.3 The successful tenderer shall warranty that before going out of production of the spare parts he will give adequate advance notice to the purchaser so that the later may order his requirements of spares in one lot, if desired by HEC.
- 18.4 The successful tenderer shall further guarantee that if he goes out of production of spare parts, then he will make available blueprints, drawings of the spare parts and specifications of materials at no cost to the purchaser as and when required in connection with equipment to enable the purchaser to fabricate or procure spare parts from other sources.
- 18.5 In case spares are also ordered with the equipment, tenderer will undertake to offer spares for delivery along with the main equipment only and not before.

19.0 THE PRICE BID AND UN-PRICED BID ALONG-WITH TECHNO-COMMERCIAL BID:

- 19.1 In the price bid, the tenderer shall include all elements of cost of Equipment strictly as per the scope of supply & services specified in technical specification. The price shall be item wise in accordance with and as stated in the specification. The vendor will be responsible for complete execution of the job as specified in the scope of work. The rate quoted should be valid for 180 days.
- 19.2 The tenderer shall give the detail price schedule taking into consideration of all the element of supply, work and services as covered under the technical specifications and scope of work.
- 19.3 Revision in price bid or techno-commercial bid having impact on prices will not be considered after opening of techno-commercial bids. Only Incremental/Decremental price with respect to the original price bid may be submitted by tenderer subject to HEC's approval, in a sealed cover at a date informed to the tenderer by the HEC. On the day of price bid opening, original price bids and incrementa/decremental price bids of techno-commercially acceptable tenderers shall be opened for price evaluation.
- 19.4 Quoted Price should be in words and figure. Any discrepancy between words and figures, the price in words shall prevail.



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20.0 BID PRICES

- 20.1 Tenderers shall quote for the entire “Stores”/”Machine” on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the tender documents in respect of the design, manufacture, including procurement and sub-contracting (if any), delivery, construction, installation, erection, supervision and completion of the stores. This includes all requirements under the Contractor’s responsibilities for testing, pre- commissioning and commissioning of the equipment/machine tools, insurance, training of Purchaser’s personnel, commissioning spares, initial fill and Lubricants, special tools and tackles, where so required by the tender documents, the acquisition of all permits, approvals and licenses, etc. up to commissioning; including supply of two (2) years operation and maintenance spares and consumables and such other items and services as may be specified in the tender documents. Items against which no price is entered by the Tenderer will not be paid for by the Purchaser when executed and shall be deemed to be covered by the prices for other items.
- 20.2 Tenderers are required to quote the price for the commercial and technical obligations outlined in the bidding documents. Deviations shall not be allowed for this package, however, If a Tenderer wishes to make a deviation, such deviation shall be listed in and shall be part of Part-I of the bid.
- 20.3 Tenderers shall give a break-up of the prices, as may be applicable to their bids, in the manner and detail called for in the Summary Price Schedule and Tables furnished.

Tenderer must clearly mention their Income Tax Permanent Account Number (PAN) and Bank Account Number in the offer.

21.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

Tender Evaluation will involve recording and analyzing the merits of each tender. After detail scrutinizing of the Techno commercial bids, the successful tenderers will be listed for opening of Price bid. The offer which does not meet the prequalifying criteria shall not be considered for techno-commercial evaluation.

22.0 EVALUATION OF PRICE BIDS OF TECHNO-COMMERCIALLY ACCEPTABLE TENDERERS

- 22.1 The time and date of the opening of price bids of the tenderers whose bids are found to be techno- commercially acceptable , shall be uploaded in our E tender websit .
- 22.2 The Purchaser shall open the price bid after scheduled date and time.
- 22.3 The evaluation shall be done on “Landed Cost” basis.

If the Tenderer does not accept the correction of errors, its bid will be rejected and EMD will be forfeited.

The price comparison shall be at “Purchaser’s site/HEC Destination” on Landed Cost of the equipment including erection, testing and commissioning as per the scope of work stipulated in the tender documents. L1 will be decided based on Landed Cost of Package.



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Annexure- B

FORMAT FOR

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

NO.

Dated:

TO
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



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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 not withstanding that the same is or are enforced after the said date.

4. We-----, further undertake to extend the validity of this beyond the period prescribed in clause 3 or as extended from time to time for such further period as may be required in writing before the Expiry of this and upon such extension(s), all terms and conditions of this shall remain in full force till the expiry of this extended period(s).

5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the contractor or to postpone for any time or from time to time any of your rights or powers against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the contractor or by any other variation or modification of the said contract or any other act, matter or things whatsoever, which, under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. -----
--(Rs.-----) as aforesaid or extend the period of the guarantee beyond the said Date of -----unless expressly agreed to by us in writing in terms of clause 4 hereof.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the contractor.

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any ways inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special Courier or Telefax to us or our Local Address as aforesaid.

10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee or guarantees heretofore given to you by us whether jointly with others or alone and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.



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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



HEAVY ENGINEERING CORPORATION LIMITED
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ANNEXURE-C

FORM OF CONTRACT AGREEMENT



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FORM OF CONTRACT AGREEMENT

THIS CONTRACT NO. _____ made this _____ day of _____
Two thousand _____ at _____.

BETWEEN

HEAVY ENGINEERING CORPORATION LIMITED, a Company incorporated under the Companies Act, 1956 and having its registered office at P.O. Dhurwa, Dist.-Ranchi, Jharkhand, India, (hereinafter referred to as the "**Purchaser**") which term or expression unless excluded by or repugnant to the context or the meaning thereof, shall be deemed to include its successors and permitted assigns, **OF THE ONE PART**,

AND

M/s. _____, a Company organised and existing under the laws of _____ (*Name of the Country*) and having its Registered Office at _____ (hereinafter referred to as "**Contractor**"), which term or expression unless excluded by or repugnant to the context or meaning thereof, shall be deemed to include its successors and permitted assigns, **OF THE OTHER PART**

AND WHEREAS

- a) The Purchaser has decided to set-up One number of Industrial Vacuum Cleaning Machine at HEC, (hereinafter referred to as the "Stores"/"Machine"), and
- b) The Contractor has obtained clarifications on technical and commercial aspects, inspected the site and surroundings and has examined and considered all other matters, conditions and things, probable contingencies and generally all matters incidental thereto and ancillary thereof, affecting the execution and completion of the Stores, and
- c) The Contractor has agreed to undertake design & engineering, fabrication, manufacture & supply of equipment/machine/stores, insurance & handling, erection work, testing, start-up & commissioning and demonstration & establishment of performance parameters of the stores.

NOW IT IS HEREBY AGREED as follows:



HEAVY ENGINEERING CORPORATION LIMITED
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Article 1 **Contract Documents**

1.1 **Definition and Interpretation** (Reference GCC Clause 1)

1.2 **Contract Documents**

The following documents shall constitute the Contract between the Purchaser and the Contractor, and each shall be read and construed as an integral part of the Contract :

- (a) This Contract and Appendices hereto
- (b) Special Conditions of Contract (SCC) and Annexure hereto
- (c) General Conditions of Contract (GCC)
- (d) Technical Specifications
- (e) Integrity Pact, if applicable
- (f) Any other documents shall be added here

1.3 **Order of Precedence**

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.2 (Contract Documents) above.

Article 2 **Contract Price and Terms of Payment**

2.1 **Contract Price** (Reference Appendix-1)

The Purchaser hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: *[amount of foreign currency in words]*, *[amount in figures]*, and *[amount of local currency in words]*, *[amount in figures]*, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

2.2 **Terms of Payment** (Reference Appendix-2)

The terms of payment are given in Appendix-2.

Article 3 **Effective Date**

3.1 The Effective Date of Contract shall be (*The date of issue of LOA*).



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Article 4 **Scope of Stores** (Reference Technical Specifications)

- 4.1 The Contract is for the execution of Scope of Stores as specified in the Technical Specifications, on divisible turnkey basis.

Article 5 **Time for Completion**

- 5.1 The Stores will be commissioned in 100 Days from the Effective Date of the Contract.
The Security Deposit Bank Guarantee (SDBG) shall be submitted by the Contractor within 21 days of signing of Contract.

Article 6 **Liquidated Damages**

- 6.1 **Liquidated Damages due to Delay in Completion of Facilities** (Reference GCC Sub- Clause 8(3))

If the Contractor fails to attain "Completion of the Stores" within the Time for Completion or any extension thereof under Clause 9 (EXTENSION OF TIME FOR DELIVERY) of GCC due to reasons attributable to the Contractor, the Purchaser shall recover the amount of Liquidated Damages, but not by way of penalty, by making deductions from the Contractor's account or by encashment of Contractor's Bank Guarantees (as per Clause 6 of GCC), at the rate of 0.5% of the Contract Price, if any, paid or payable to the Contractor, excluding taxes and duties per complete week of delay up to a maximum of 10% of the Contract Price plus escalation if any, paid or payable to the Contractor excluding taxes and duties, as specified in the Sub- Clause 8(3) of GCC.

- 6.2 Any Recovery of Liquidated Damages shall be effected from the amount payable to the Contractor against Commissioning/Final Acceptance Certificate, Security Deposit Bank Guarantee and Performance Bank Guarantee. LD will not be recovered from the running bills prior to above payments.

Article 7 **Arbitration**

- 7.1 *[Relevant portions of Clause 17 of SCC to be incorporated].*

Article 8 **Liability of Govt. of India**

- 8.1 It is expressly understood and agreed between the Contractor and the Purchaser that the Purchaser is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Govt. of India is not a party to this Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Purchaser is an independent legal entity with power and authority to enter into Contracts solely on its own



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behalf under the applicable laws of India and general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Purchaser is not an agent, representative or delegate of the Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor hereby, expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this Contract and covenants not to sue the Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Contract.

Article 9 **Appendix**

9.1 The following Appendices shall be deemed to form an integral part of this Contract Agreement. Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

- 1 Price Schedule
- 2 Terms of Payment

Article 10. This Contract is signed in English language in two (2) originals, the Purchaser receiving one duly signed original and the Contractor receiving one duly signed original. Both the originals are authentic. Within thirty (30) days, the Contractor shall submit ten (10) copies of entire contract document duly bound to the Purchaser for their use.

Article 11. **References**

Documents, correspondences, minutes of meeting etc. under the following references shall constitute references for this Contract and shall be referred to interpret the agreement

and intents of the Contract in case of any ambiguity, doubts, differences or disputes and stipulations/ agreements therein shall prevail unless specifically superseded by a subsequent document/ agreement or this Contract deed.

- (a). Tender Enquiry No.
- (b). Bid/ Offer Reference No.
- (c). All Subsequent discussions and correspondences exchanged resting with Letter of Acceptance (LOA) No.



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Article 12. No modifications of this Contract including Appendices hereto, shall be valid unless the same is agreed to in writing by the parties and specifically mentioned as an amendment to the Contract.

IN WITNESS WHEREOF the Purchaser and the Contractor have caused this Agreement to be duly executed by their duly authorised representatives the day and year first above written.

**Signed by for and on behalf of
the Contractor**

[Signature]

[Designation]

In the presence of _____

1) _____
[Signature]

[Designation]

2) _____
[Signature]

**Signed by for and on behalf of
the Purchaser**

[Signature]

[Designation]

In the presence of _____

1) _____
[Signature]

[Designation]

2) _____
[Signature]



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Annexure D1

Commercial Terms and Conditions:

1. Offers to be submitted FOR HMBP stores Ranchi basis.
2. The rate quoted shall be inclusive of all packing & forwarding.
3. The Price quoted by the tenderer should be exclusive of GST. The rate and HSN code of GST applicable should be shown separately in techno-commercial bid.
4. The rates quoted must be firm and the offers made must remain open for acceptance for three months from the date of opening of the tender.

TERMS OF PAYMENT:

1. FOR SUPPLY OF MACHINE

1.1 FOR SUPPLY OF MACHINE:

80% Payment with 100% GST will be made through RTGS within 60 days of receipt of materials complete in all respect at HEC site.

Documents required for Payment

- | | |
|---|---------------------|
| 1. GST Invoice | Original + 3 copies |
| 2. Delivery Challan | -do- |
| 3. Receipted copy of LR | -do- |
| 4. Manufacturer's Test Certificate | -do- |
| 5. Firm's Guarantee Certificate | -do- |
| 6. Inspection certificate/Inspection Waiver Certificate issued by HMBP-
(Inspection will be done at HMBP or Manufacturer's site) | -do- |
| 7. Packing List | -do- |
| 8. One (1) original & three (3) copies of Machine Receipt at Site (completion of
supply) Certificate issued by the Purchaser | -do- |

- 1.2** Balance 20% of basic price shall be paid through RTGS within 60 days after successful commissioning and PG Test and submission of PBG (Performance bank guarantee) valid for 12 months from the date of commissioning.

Documents required for Payment



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- | | |
|--|---------------------|
| 1. Invoice | Original + 3 copies |
| 2. FAC issued by HEC | -do- |
| 3. PBG valid for 12 months from Commissioning | -do- |
| 4. Certificate of handing over all documents and Maintenance manuals | -do- |

2. FOR ERECTION & COMMISSIONING AND SUPERVISION OF ERECTION & COMMISSIONING

100% payment with 100% taxes and duties shall be paid through RTGS within 60 days after successful commissioning and issuance of commissioning certificate. TDS will be deducted as per Govt Rule.

Documents required for Payment

- | | |
|----------------------|---------------------|
| 1. Invoice | Original + 3 copies |
| 2. FAC issued by HEC | -do- |

Note (for clause 1 & 2 above) - In case of deviation in payment terms, the suitable loading will be done for evaluation of L-1 considering loading @ 1% per month against the deviation from Payment terms of Purchaser's bidding document (Appendix 2, clause no 1 & 2)

3. Delivery: -

Within 100 days from the date of placement of order.

4. Mode of Dispatch: -

By Road - You have to deliver the material to HMBP Stores.

5. Warranty/Guarantee: -

Each item shall be individually guaranteed from all defects in material & workmanship from the initial period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.

6. Inspection: -

Will be done by QCA / HMBP at your works or at HMBP

7. Performance Bank Guarantee: - (Annexure E)

8. Contractor shall submit a Performance Bank Guarantee (PBG) for an amount equivalent to 20 % (Twenty Percent) (including taxes and duties as included in the Price Schedules) of the total Contract Price for supplied machine, workmanship &



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performance of the machine within 15 days from the date of issue of Commissioning / FAC Certificate as per **Annexure- J**. The validity of PBG shall be Fifteen (15) months from the date of issue of Commissioning Certificate. The validity of PBG shall be extended as and when requested to do so.

9. NOTES: -

1. Price Bid should contain FOR rates. Rest all the details must be specified and supplied in the techno-commercial offer.
2. The rate quoted shall be inclusive of all packing & forwarding.
3. **Packing:** Consignment should be securely packed & marked as per standard practice/ BIS Norms to withstand the rigorous of transport to prevent any loss/damage or pilferage in transit and ensure safe arrival at destination.
4. The rates quoted must be firm and the offer made must remain open for acceptance for three months from the date of opening of the tenderer. The rate quoted must be in word and figure as well. In case any discrepancy in rate given in figures and word, the rate given in words will prevail.
5. Delivery date offered must be specified and guaranteed.
6. Order placed as a result of this tender will be subject to the Corporation's General Terms and Conditions of Contract which can be down loaded from our website www.hecltd.com.
7. **Delivery:** The time for and the date of delivery of the Stores stipulated in the acceptance of Tender shall be deemed to be the essence of the Contract and delivery must be completed not later than the dates specified therein.

Otherwise:

1. **LD Clause -** The purchaser to recover from the Contractor a sum of 0.5% per week (Completed week) of the price of the Stores (up to maximum 10%) as liquidated damages, which the contractor has failed to deliver as aforesaid or



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2. The purchaser may procure the undelivered stores/ similar items from elsewhere, without notice to the contractor at the risk of the contractor without canceling the contract in respect of the consignment not yet due for delivery or
3. To cancel the contract or a portion thereof.
8. The corporation reserves the right to reject any / all tender partly / fully and no tenderer can ask any explanation anywhere in this regard.
9. **Risk purchase clause** - If order is not executed within the scheduled delivery period then it will be the prerogative of HEC to procure this item at risk & cost of the firm.
10. **Earnest money** :- Earnest money of Rs. 150,000/- will have to be deposited by the Indian firm in the following form :-
 - (i) Demand Draft on any of the Nationalized Bank in favour of Heavy Engineering Corporation Ltd., Ranchi-834004, payable at Ranchi
 - (ii) Bank Guarantee from any Nationalized Bank (Preferrably STATE BANK OF INDIA). (BG Format as per annexure C)

No EMD shall be required under the following cases:-

- (a) National Small Industries Corporation (NSIC) / Small Scale Industries (SSI) / Micro, Small Industries (MSE) as per Government directives.
- (b) Firms registered with DGS&D for the items under tender.

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

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 register on RXIL (Receivable exchange of India-Mumbai)



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12. **Security Deposit (SD) (SD BG format as per annexure D)** – Successful bidder has to deposit the Security Deposit to the extent of 5% of total purchase order value within 21 days from P.O. date and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier.
11. **General conditions of the contract** : Unless otherwise specified in the Terms & Conditions above, this order shall be governed by our General conditions of contract of purchase of HEC Ltd, which is available in the web site of HEC.(www.hecltd.com)



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Annexure D2

Special Conditions of Contract (SCC)

1.0 Inspection & Testing and Training

Inspection and testing at Purchaser site jointly by Purchaser and contractor during course of commissioning of machine, the instrument, tools & tackles, fixtures, etc. required for testing and inspection of machine will have to be arranged by the Contractor.

If machine/equipment or any part of the stores fails to pass any test and/or inspection, the Contractor shall either rectify or replace such machine/equipment or part of the stores and shall repeat the test and/or inspection.

In case, even after all possible repairs and replacements the stores fail to attain the minimum level of performance guarantee parameters, the Purchaser may reject the stores and recover the entire cost paid to the Contractor or alternatively the Purchaser may proceed for commercial settlement with the Contractor for acceptance of the Stores at the negotiated Price.

Purchaser at its option may inspect equipment/machine at manufacturer's site also.

2.0 Training of Purchaser's Personnel

Subject to stipulations of the Contract, the Contractor shall arrange for training in at HEC site of the Purchaser's personnel for operation, maintenance and other services of the machines under the Contractor's scope of Supply. The contractor shall furnish the details of the training to be provided to the purchaser's personnel for the approval of the purchaser. Purchaser may indicate the field of training for compliance.

Details indicating training modules, number of personnel that will be trained and duration of training will be indicated in the offer and shall be mutually agreed upon during placement of order.

The Contractor shall supply five (5) copies of training manuals, instructions and other connected literatures to the Purchaser in English language. In addition, each trainee shall be provided the necessary manuals, literatures, etc.

3.0 TIME FOR COMPLETION: Time is the important feature of the contract. The tenderer shall quote his best and earliest delivery so that machine is available at site at the



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earliest. The time schedule for the delivery of the Equipment, Installation & commissioning and putting into operation as specified in technical specification should be indicated suitably in the tender. Tenderer will submit a **BAR CHART** in this regard showing detailed activities for execution of the order if any and their time schedule for consideration of the purchaser.

3.1 The tenderer will be responsible for co-ordinate delivery and erection of the complete, equipment and materials both from out side India and from indigenous sources and he shall ensure deliveries in the sequence in which they will be required for erection at site. The following parameter should be adhered to w.r.t. delivery period:

3.2 **Completion Period:** Contractor's scope for SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF INDUSTRIAL VACUUM MACHINE (Stores) shall be completed, (up to **Final Acceptance Test (FAT) / Commissioning**) in 100 days from Effective Date of Contract. Effective Date of Contract shall be the Date of Issue of Letter of Award (LOA) by the Purchaser.

3.3 Submission of following Technical documents within 15 days of issue of LOA/ Purchase order:

1. Self Approved Drawings of Equipment.
2. Detail activity wise bar chart

4.0 Preliminary Acceptance Certificate (PAC):

This shall be as stipulated in **Technical Specification Clause No. 2.9.1.**

5.0 Final Acceptance Test (FAT) / Commissioning:

This shall be as stipulated in **Technical Specification Clause No. 2.9.2**

6.0 Performance & Guarantee:

This shall be as stipulated in **Technical Specification Clause No. 2.10.**

7.0 Rejection

Purchaser reserves the option to reject / retain the equipment / system. In case the option "to reject (if the supplied machine / equipment could not achieve the accuracy level as indicated in the Technical specification)" is exercised by Purchaser, the Tenderer shall replace the rejected equipment / system by new ones at no extra cost within a period of time as indicated by Purchaser.



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In the event of rejection, the faulty equipment shall be retained until a new replacement arrives at site for erection. It should be noted that as the faulty equipment has not been accepted and not taken over by Purchaser, the responsibility for it lies entirely with the Supplier. During this period, the Tenderer shall not limit the use of faulty equipment except for reasons of safety during operation both for personnel and equipment.

8.0 Compliance with Statutory Laws and other regulations of Govt./Local/Authority:

- 8.1 All statutory /labour rules of Govt./Local authorities as applicable at site shall be strictly followed by the Tenderer. Tenderer shall indemnify Purchaser against any such implication.

The following Acts with latest amendment thereof shall be complied with by the successful Tenderer.:

- a) Employee Provident Fund & Misc Provision Act 1952.
- b) Contract Labour Act (Regulation and Abolition Act 1970,.)
- c) Minimum Wages Act, 1948.
- d) Payment of Wages Act,1936.
- e) Workmen Compensation Act,1923.
- f) Factories Act,1948.
- g) Apprenticeship Act,1961.0
- h) Family Pension Act,1952
- i) ESI Act..
- j) Shop & Establishment Act.
- k) Cess Act,1996
- l) Group Insurance Scheme
- m) Any other statutory Act relevant to in this regard.

Apart from the compliance of above ACT's, the Successful tenderer have to comply the followings:

- 1. Ensuring for safety of all employees/ deployed workmen by providing necessary safety appliances like Hand Gloves, First Aid items, Safety Shoes, Safety Helmet etc to the deployed workmen as per the instructions of HEC's Safety department towards safe execution of the work.
- 2. Submission of copy of valid Labour license (if applicable) for deployed workmen in purchase Dept/HMBP.
- 3. Ensuring lodging , Fooding & boarding facilities to deployed workmen.



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9.0 PACKING:

The Contractor shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling & transport by air, sea, rail and road.

All packing cases, packing and other similar materials shall be new and supplied free by the Contractor and same will not be returned.

Notwithstanding anything stated in this clause, the Contractor shall be entirely responsible for loss, damage or depreciation or deterioration to the materials & supplies due to faulty and / or insecure packing.

The Supplier must ensure that sturdy packing is used to withstand rough handling during transit by rail/road. The Supplier will be responsible for internal damages if any, when outwardly there is no damage to the package.

9.1 MARKINGS: (COMMON FOR INDIGENOUS/ IMPORTED MACHINE).

The following markings on two opposite faces and top side should be stenciled in legible ink on the packing cases containing the consignments at the time of dispatch:

- Contract No & Date.
- Full address of consignee.
- Port of landing/Rly siding of the consignee.
- Total No. of packages & Sl. No. of each packing case. Up right arrow.
- Gross weight.
- Special marking for case.
- Brief nomenclature of equipment. Slings position.

9.2 PACKING DOCUMENTS: (COMMON FOR INDIGENOUS/ IMPORTED MACHINE).

The following documents will be kept in the packing case:

- a) Packing List/Invoice.
- b) Pre-delivery inspection certificate/ Despatch Clearance / Inspection Waiver Certificate.

10.0 INCOMETAX DEDUCTION : It will be deducted as per prevailing rule.

11.0 PAYINGAUTHORITY & PERMANENT ACCOUNT NUMBER :

11.1 PAYING AUTHORITY: Sr.DGM/I/c Finance/HMBP/HEC Ltd



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11.2 PERMANENT ACCOUNT NUMBER :

All indigenous tenderer shall submit along with their tender, Permanent Account Number of Income Tax (PAN). Foreign tenderer may also give their PAN if they have acquired the same.

12.0 TAXES & DUTIES :

- 12.1 Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-Contractors or their employees by Municipal, State or Central Government Authorities.

However, subject to stipulations of the Contract, the payment of duties, taxes, levies, etc., will be reimbursed (on actual) against documentary evidence to be produced by the Contractor, subject to a ceiling indicated in price schedule(s) of the Contract. In no case the reimbursement towards duties and taxes, etc., shall exceed the amount indicated in price schedule(s) of the Contract towards duties, taxes, levies, etc. except on account of statutory variation in Taxes & Duties and/ or imposition of new taxes and duties.

All taxes & duties payable outside India in respect of performance of the Contract shall be borne & paid by the Contractor. The Purchaser shall have no liability whatsoever on this account.

- 12.1.1 The contractor shall comply with the Provisions under GST.

- 12.1.2 The Contractor shall bear and pay all the liabilities in respect of non- observance of all legal formalities as per various statutory provisions.

- 12.3 Notwithstanding **Sub-Clause 12.1** here, the Purchaser shall bear and pay Income Tax, R&D Cess (if applicable), GST on imported engineering/ Technical Services, supervision services by Overseas Contractor's experts & training, for which prices indicated in the Contract are in Foreign currencies, directly to the authorities, for which required documents will be furnished by the Contractor to the Purchaser.

- 12.3.1 The personnel Income Tax of Overseas Contractor's experts, if payable, shall be paid by the Overseas Contractor's experts directly and the Purchaser shall neither be liable to pay the Income Tax nor for filing the tax return for Overseas Contractor's experts.

12.4 Avoidance of Double Taxation

- 12.4.1 In case the Overseas Contractor becomes entitled to receive or receives any tax exemptions, reductions, allowances or privileges in the foreign country on account of taxes & duties paid by the Purchaser in India, on behalf of the Overseas Contractor for imported supplies & services or due to Avoidance of Double Taxation Treaty between Governments of Overseas Contractor's Country & India



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then the same shall have to be reimbursed by the Overseas Contractor to the Purchaser.

12.4.2 A certificate from an independent Chartered Accountant stating as given thereunder, shall be furnished by the Contractor to the Purchaser, as soon as possible :

- i) Refund / Reimbursement due on account of tax paid by the Purchaser in India, where available under said treaty, has been claimed by the Contractor, and
- ii) Refund / Reimbursement obtained, has been paid by the Contractor to the Purchaser.

12.5 Variations in Taxes & Duties

12.5.1 For the purpose of the Contract, it is agreed that the 'Contract Price' specified in **Article 2** ("Contract Price" & "Terms of Payment") of the Contract Agreement is based on the taxes, duties, levies etc. and charges prevailing on Base date (hereinafter called "**Tax**" in this **Sub- Clause 12.5** hereof). If any rate of tax is increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of Contract, which was or will be assessed on the Contractor, Sub-Contractors or their employees in connection with performance of the Contract, an adjustment of the Contract Price shall be made as per **Sub-Clauses 12.5.2 & 12.5.3**, hereof, by addition to the Contract Price or deduction therefrom, as the case may be.

12.5.1.1 For other taxes & duties, the variations in the taxes, enactment of new taxes or abrogation of existing taxes, which takes place within the scheduled Contractual delivery / execution period shall be applicable. Whereas the variations in the taxes, enactment of new taxes or abrogation of existing taxes, which takes place during the extended period shall be applicable only if the reasons for delay is attributable to Purchaser.

12.5.2 The adjustment in the Contract Price towards variation in the taxes shall be made by the Purchaser on production of the documentary evidences by the Contractor.

12.5.3 The Contract Price shall be adjusted towards variations in taxes in respect of only finished equipment supplied by the Contractor to the Purchaser. No adjustment in the Contract price shall be made for variations in the taxes on raw-materials, parts, component / intermediate components, assemblies / sub-assemblies, etc.

12.6 Income Tax

Any Indian Income Tax which Purchaser may be required to deduct by law or statute, shall be deducted at the source under Indian Income Tax Act on account of the Contractor. Purchaser shall provide the Contractor a certificate for such deduction of Tax. The Contractor shall indicate their Permanent Account Number with the relevant Income Tax Authority to Purchaser.



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13.0 GUARANTEE AND WARRANTY OF SUPPLIES:

13.1 Guarantee : The supplier shall guarantee among other things the following :

- (a) Satisfaction of technical and other parameters mentioned in the specification and contract.
- (b) Adequate factors of safety for all parts of the equipment to withstand the mechanical and/ or electrical stresses developed therein under specific operating conditions.
- (c) Performance data furnished/ specified for the equipment should be actually obtainable when the equipment is installed and tested at site.

13.2 Warranty :

- (a) The supplier shall warranty that the equipment will be in accordance with the specification/ contract suitable in design and workmanship for conditions envisaged in the specification.
- (b) The supplier shall warrant that the equipment will be free from defects in design, material or workmanship.
- (c) Supplier's obligations under the warranty shall involve repair, rectification and making good at site the defect, imperfection or fault attributable to defective design, material or workmanship.
- (d) Inspection by purchaser's representatives at various stages would not relieve the supplier of his obligations under the warranty.
- (e) The Supplier/ seller hereby declares that the goods/ store/ articles sold/ supplied to the purchaser under this contract shall be of best quality and workmanship and new in all respects and shall be strictly in accordance with the specifications and particulars contained/ mentioned in the said contract. The goods/ stores/ articles would continue to conform to the description and quality aforesaid for a **period of Twelve (12) months** from the date of Commissioning of the said goods/ stores/ articles to the purchaser or **Eighteen (18) months** from the date of last supply shipment/ dispatch from the supplier's works, whichever is later and that notwithstanding the fact that the purchaser (Inspector) may have inspected and/ or approved the said stores/ articles. If during the aforesaid period **of 12/18 months** the said goods/ stores/ articles be discovered not conforming to the description and quality aforesaid or not satisfactory performing or have deteriorated, the decision of the purchaser in that regard shall be final and binding on the supplier/ Seller. The purchaser shall be entitled to call upon the supplier/ seller to rectify the goods/ stores/ articles or such portion/ portions thereof as is found to be defective within the reasonable period or such specific period as may be allowed by the purchaser in his discretion on an application made thereon by the supplier/ seller and in such an event the above mentioned warranty period shall be applied to the goods/ stores/ articles rectified from the date of rectification thereof, otherwise the supplier/ seller shall pay to the purchaser such compensation, as may arise from breach of the Warranty herein contained.



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14.0 LEGALITY AND DISPUTE SETTLEMENT

ARBITRATION CLAUSE –Applicable between HEC Ltd and Private Supplier excluding FOB supplier

- 14.1 The parties to this contract at the first instance shall endeavour to settle by mutual discussion all the questions of disputes or differences arising out of, or relating thereto, or in connection with this contract and in the event of failure of settlement, the aggrieved party shall refer the unresolved dispute(s) or difference(s) to the Chairman-cum-Managing Director of the company (HEC Limited) for adjudication by a sole Arbitrator to be appointed by him (CMD of HEC Ltd) who (sole Arbitrator) shall adjudicate the matter in question in accordance with the arbitration and conciliation Act, 1996 (For short “Act”) and publish the award. The parties shall have no objection if the sole Arbitrator so appointed is an employee or Ex-employee of HEC Ltd. If the sole Arbitrator for any reason, whatsoever, becomes unable to proceed with the arbitration, the Chairman-cum-Managing Director of the company shall appoint his successor arbitrator who may proceed with the reference from the stage it was left by his predecessor subject to provision of the Act. The venue of arbitration proceeding shall be at Ranchi in the state of Jharkhand, INDIA alone.

JURISDICTION OF COURT

For any or all types of disputes arising out of the contract, the jurisdiction of court shall be at Ranchi in the State of Jharkhand (INDIA) alone.

- 14.2 **ARBITRATION CLAUSE - FOR Suppliers (FOR PUBLIC ENTERPRISES/ GOVT. DEPARTMENTS)** : In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Govt. of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the disputes to the disputes, provided however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.



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15.0 ARBITRATION :

All disputes, differences, controversies/differences of opinions, breaches and violation arising from or related to the agreement arises out of this Agreement between parties the same shall be resolved by mutual discussions/reconciliation in good faith.

If the disputes, differences, controversies/differences of opinions, breaches and violation arising from or related to the agreement cannot be resolved within 60 (sixty) days of commencement of reconciliation / discussion, then such question , dispute or difference (except as to the matters, the decision to which is specifically provided under this agreement) shall be finally settled by arbitration under the Arbitration and Conciliation Act, 1996 which has been enacted based on the United nations Commission on International Trade Law (UNCITRAL). The parties may agree to appoint a sole arbitrator. Judgment upon the award by the arbitrator will be final and binding and may be entered in any court having jurisdiction thereof. Each party hereby waives any sovereign or international organizational immunity defense to which it would be otherwise entitled, to the fullest extent necessary to conduct such arbitration , to enforce and collect on any judgment entered on an award in arbitration, and to engage in any other matters incidental thereto. The place of any such arbitration shall be at New Delhi, India . the Language to be used in the arbitration proceedings shall be English.

GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the substantive law in force in India without reference to any of its conflict of law rules.

16.0 GOVERNMENT OF INDIA NOT A PARTY TO THE AGREEMENT (for Foreign Tenderers/ Suppliers)

It is expressly understood and agreed by and between =====.(Name of foreign party / firm) and M/s Heavy Engineering Corporation Ltd .(for short "HEC") that HEC is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is understood and agreed that Government of India is not a party to this agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that HEC is an independent legal entity with power and authority to enter into contracts Solely on its own behalf under the applicable laws of India and general principals of contract law. The Company expressly agrees, acknowledges and understand that HEC is not an agent, representative or delegate of Government of India.



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It is further understood and agreed that Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly Corporation (HEC) hereby expressly waives, releases and foregoes any and all actions or claims including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India as to any manner, claim, cause or action or thing whatsoever, arising out of or under this agreement.

17.0 PENALTY FOR USE OF UNDUE INFLUENCE

17.1 The seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the buyer or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offense by the seller or anyone employed by him or acting on his behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1947 or any other Act enacted for the prevention of corruption shall entitle the buyer to cancel the contract and all or any other contracts with the seller and recover from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the seller.

17.2 Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence the decision of the buyer directly or indirectly or any attempt to influence any officer/employee of the buyer for showing any favor in relation to this or any other contract, shall render the seller to such liability/penalty as the buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the buyer.

18.0 AGENTS/ AGENCY COMMISSION:

18.1 The seller confirms and declares to the buyers that the seller is the original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the seller, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any, such intercession, facilitation or recommendation.



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The seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the buyer that the seller has engaged any such individual/firm and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to refund that amount to the buyer. The seller also be debarred from entering into any supply contract with the Government of India for a minimum period of five years. The buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the seller who shall in such event be liable to refund all payments made by the buyer in terms of the contract along with interest at the rate of 2% per annum above the rate. The buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

19.0 ACCESS TO THE BOOKS OF ACCOUNTS:

19.1 In case it is found to the satisfaction of the buyer that the seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/agency commission and penalty for use of undue influence, the seller, on a specific request of the buyer shall provide necessary information / inspection of the relevant financial document/information.

19.2 In the event of an order being placed on you in pursuance of this invitation to tenders, the same will be governed by the Corporation General Terms and Conditions of Contract and as amended up to date. A copy of which may be obtained from this office or can be downloaded from our web site www.hecltd.com.

20.0 Price Basis

20.1 The price for machines, services, etc. indicated in the contract shall be firm and not subject to any escalation except in the case of statutory variation in taxes & duties.

The Contract price shall also include the prices towards commissioning spares, consumables & two (2) years operation and maintenance spares, supervision of erection and commissioning, erection & commissioning, performance guarantee, training cost, handling including loading & unloading, inland freight & insurance up to plant site.



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21.0 Insurance

- 21.1 The Contractor shall take insurance policies for marine insurance, transit and storage-cum-erection upto commissioning with an Insurance Regulatory and Development Authority (IRDA) registered Insurance Company(s). The Purchaser shall be the principal holder of the policy. The policy shall cover total erected value of the "Stores"/"Machine (115% of Contract price excluding the design & engineering and supervision services price, training) and all risks specifically inclusive of the following.
- 21.1.1 All Risk Insurance: The policy shall cover all risks including terrorism, escalations, and revisions.
- 21.1.3 Indigenous Cargo Insurance: For indigenous supplies, the policy shall insure the goods originating in India from the Contractor's / Supplier's warehouse to Plant's warehouse and up to completion of erection and commissioning. This will be inclusive of supplies to and from warehouse/factory of intermediate processors / suppliers. This policy will also cover the replacement items, if any.
- 21.1.4 Third Party Liability Insurance: The policy shall cover third party liability. The third party liability shall cover the loss / disablement of human life (persons not belonging to the Contractor) and also cover the risk of damages to others' materials / equipment / properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial / full disablement shall be of required statutory value but not less than Rs. 2 lakh per death, Rs. 1.5 lakh per full disablement and Rs. 1 lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by a Court of Law in India or abroad and cover for damage to others' equipment / property.
- 21.1.6 Contractor shall ensure that where applicable, its Sub-Contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the Contract, unless such Sub-Contractors are covered by the policies taken out by the Contractor.
- 21.1.8 While the payment of premium may be phased in agreement with the insurance company, at no time shall goods and services required to be provided by the Contractor shall remain uninsured.
- 21.1.9 A copy of the Insurance policy shall be made available to the Purchaser before start of site activities or first despatch, whichever is earlier and policy shall be kept alive and valid at all times up to date of commissioning.
- 21.1.10 The Purchaser reserves the right to take out whatever policy that is deemed necessary by him if the Contractor fails to keep the said policy alive and valid at all times and / or causes lapses in payment of premium thereby jeopardising the said policy. The cost of such policy(s) shall be recovered / deducted from the amount payable to the Contractor.
- 21.1.12 Marine & Transit Insurance policies shall also cover:
Institute Cargo Clause 'A'
Institute War Clauses



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**Institute Strikes Clauses
Ware House to Ware House**

- 21.1.13 In case project gets delayed due to reasons not attributable to Contractor, the actual expenditure incurred by Contractor for additional Insurance Premium towards extension of insurance policies shall be reimbursed by the Purchaser.
- 21.2 Upon arrival of plant and Equipment / materials at site the Contractor shall assume custody thereof and remain responsible thereafter for safe custody until the whole plant is successfully commissioned.
- 21.3 In order to adequately cover the works under such composite and comprehensive insurance, the Contractor shall fulfill the necessary requirements/ obligations.
- 21.4 The Contractor shall arrange Accident Insurance Policy for all his personnel including foreign Experts / Specialists / Personnel deputed to site and Contractor's / his sub-contractors' manufacturing works as well as for his Indian engineers & supervisory staff. The Contractor shall also take out for his Indian workmen a separate policy as per Workmen's Compensation Act.
- 21.5 The details of consignment along with its value and vessel's name and other shipping particulars shall be intimated by the Contractor to the Purchaser, Underwriter in India and clearing agent immediately after shipment of the consignment.
- 21.6 In all cases, the Contractor shall lodge the claims with the Underwriters and also settle the claims. All claims shall be settled in India. However, the Contractor shall proceed with the repairs and / or replacement of the equipment / components without waiting for the settlement of the claims. In case of seizure of materials by concerned authorities, the Contractor shall arrange prompt release against bond, security or cash as required. Purchaser will extend all assistance to the Contractor in such a case. Upon completion of replacement/ repair, the claim amount received from Insurance Company, if any by the Purchaser shall be refunded to the Contractor.
- 21.7 All the insurance claims shall be processed by the Contractor and the items which are missing / damaged in transit or during handling, storage, erection and commissioning, shall be replaced / repaired by them without any extra cost to the Purchaser.
- 21.8 The Purchaser at its discretion may arrange for the insurance cover at its own expense. In such an event, the amount quoted towards 'Comprehensive/ Transit, Storage cum erection insurance' in 'Summary Price Schedule', shall not be payable to the contractor. However, processing of all the insurance claims shall be the responsibility of the contractor. Also, the Contractor shall perform all the obligations as mentioned in sub-clauses above.

22.0 Sub contracting

The tenderer may engage sub-contractors with the prior approval of Purchaser as per stipulated procedures of the Purchaser for carrying out services like Ocean Freight and



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Marine Insurance, Port handling, custom clearances, inland transportation, insurance, unloading, loading and storage at site, commissioning assistance and obtaining statutory clearances from regulatory authorities.

Such approval, by the Purchaser for any of the Sub-Contractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.

However, payment shall be released by the contractor to all such sub-contractors and shall be part of the contract price. On request of contractor, the Purchaser may make direct payment in respect of above services to the sub-contractors on certification by the contractor.

- 23.0 The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the machine. The Purchaser shall use its best endeavours in a timely and expeditious manner to assist the Contractor in obtaining such approvals, if requested by the Contractor. The Contractor shall indemnify and hold harmless the Purchaser from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the machine to the Site.



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Annexure D3

Terms & Conditions:

Sl. No	Contents	Desired by HEC	Bidders Confirmation
1	Price Term	FOR HMBP stores Ranchi basis	
2	GST	To be quoted separately indicating HSN no of material and GSTN of firm	
3	Payment Terms	<p>For Supply:80% payment with 100% GST through RTGS within 60 days after receipt of material at HMBP store Ranchi alongwith PBG.</p> <p>Balance 20% with 60 days through RTGS after successful completion of Commissioning and PG test and submission of PBG.</p> <p>For Erection and Commissioning – 100% payment through RTGS within 60 days of completion of commissioning at HEC site</p>	
4	Validity of Offer	3 Months	
5	Delivery Schedule	Within 100 days from LOA / PO date	
6	Manufactures Test Certificate	To be provided by manufacturer	
7	Manufactures Guarantee Certificate	To be provided by manufacturer	
8	EMD	Rs 150,000/- in the form of DD or BG to be submitted	
9	Security Deposit	5% of P.O. value	



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10	PBG	20% of order value valid till guarantee period.	
11	UAM (Udyog Aadhar No) No if registered under MSME	To be mentioned by bidder if applicable	
12	L/D Clause Acceptable (Yes/No)	To be Accepted	
13	Guarantee	To be Accepted 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.	
14	Acceptance of Risk Purchase Clause (yes/no)	To be accepted	
15	General conditions of the contract	To be accepted	

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

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

(R.K.Jha)
Sr.DGM./Purchase
Heavy Machine Building Plant
Heavy Engineering Corporation Limited
Dhurwa, Ranchi – Jharkhand (India),



HEAVY ENGINEERING CORPORATION LIMITED
RANCHI, JHARKHAND

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Annexure–E

GENERAL CONDITIONS OF CONTRACT



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HEAVY ENGINEERING CORPORATION LIMITED

(A Government of India Enterprises)
RANCHI-4

GENERAL CONDITIONS OF CONTRACT

(This is applicable to Purchase and Supply and Conversion Contracts entered into by the Heavy Engineering Corporation Ltd. Ranchi. This is not Applicable to Works Contracts).

1. DEFINITION AND INTERPRETATION

In the contract, unless the context otherwise requires:

- (1) Acceptance of Tender means the letter of memorandum / intent communicating to the supplier / contractor the acceptance of his tender and includes an advance acceptance of his tender.
- (2) Consignee means where the stores are required by the acceptance of tender to be despatched by rail, road, air or ship / steamer, the persons specified in the Acceptance of Tender to whom they are to be delivered at the destination, where the stores are required by the acceptance of tender to be delivered to a person as an interim-consignee for the purpose of despatch to another person, such other person, and in any other case the person to whom the stores are required by the Acceptance of Tender to be delivered in the manner, there in specified.
- (3) Contract means and includes the invitation to tender, instruction to tenderers, tender, Acceptance of Tender, General Conditions of Contract, Special Conditions of Contract, particulars and the other conditions specified in the acceptance of tender and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement if executed;
- (4) The Contractor means the person (s), firm or company with whom the order for the supply is placed and shall be deemed to include the Contractor's successors (approved by the Purchaser), representative, heirs, executor, and administrators as the case may be unless excluded by the terms of the contract;
- (5) Drawing means the drawing or drawings specified in or annexed to the Schedule or specification:
- (6) The term Chairman means the Chairman cum Managing Director of Heavy Engineering Corporation Limited;
- (7) The inspecting Officer means the person specified in the contract for the purpose of inspection of stores or work under the contract and includes his authorised representative (s);



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- (8) Material means anything used in the manufacture or fabrication of the stores;
- (9) Particulars include :
- a) Specification ;
 - b) Drawing ;
 - c) Pattern bearing the seal and signature of the Inspecting Officer (hereinafter called the sealed pattern) which shall include also a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer ;
 - d) Sample sealed by the Purchaser for guidance of the Inspecting Officer (hereinafter called the certified sample) which shall include a certified copy thereof sealed by the Purchaser for the guidance of the Inspecting Officer ;
 - e) Trade pattern, that is to say, a pattern stores conforming to which are obtainable in the open market and which denotes a standard of the Indian Standard Institute or other standardising authority or a general standard of the Industry ;
 - f) Proprietary mark or brand means the mark or brand of a product which is owned by an industrial firm ;
 - g) Any other details governing the construction, manufacture or supply of stores as may be prescribed by the contract ;
- (10) Purchase Officer means the Officer signing the acceptance of tender and includes any officers who has authority to execute the relevant contract on behalf of the Purchaser ;
- (11) The Purchaser means the purchaser or purchasers named in the Schedule to Tender, and includes his successors and assignees ;
- (12) Schedule means the schedule annexed to the acceptance of tender;
- (13) Signed includes stamped, except in the case of an acceptance of tender or any amendment thereof ;
- (14) Site means the place specified in the schedule at which any work is required to be executed by the Contractor under the contract or any other place approved by the Purchaser for the purpose ;
- (15) Stores means the goods specified in the Schedule which the contractor has agreed to supply under of services ;
- (16) Supply Order means an order for supply of stores and includes an order for performance of service ;
- (17) Contract Price shall mean the sum accepted or the sum calculated in



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accordance with the prices accepted by or on behalf of the purchaser ;

- (18) Corporation means the Heavy Engineering Corporation Limited ;
- (19) Test means such test as is prescribed by the particulars or considered necessary by the Inspecting Officer whether performed or made by the Inspecting Officer or any agency acting under the direction of the Inspecting Officer ;
- (20) Unit and quantity means the unit and quantity specified in the Schedule ;
- (21) Writing or Written includes matter either in whole or in part, in manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal as the case may be ;
- (22) The Delivery of the stores shall be deemed to take place on delivery of the stores in accordance with the terms of the contract after approval by the Purchaser to :
- a) The consignee at his premises ;
or
 - b) Where so provided the interim consignee at his premises ;
or
 - c) A carrier or other person named in the contract as an interim consignee for the purpose of transmission to the consignee.
- (23) Words in the singular include the plural and vice-versa.
- (24) Words importing the masculine gender shall be taken to include the feminine gender and words incorporating persons shall include any company or association or body of individuals, whether incorporated or not ;
- (25) The Heading of these conditions shall not affect the interpretation or construction thereof;
- (26) Terms and Expression not herein defined shall have the meanings assigned to them in the Indian Sale of Goods Act, 1930, (as amended) or the Indian Contract Act, 1972 (as amended) or the General Clauses Act. 1897 (as amended) as the case may be.

2. PARTIES TO THE CONTRACT

- (1) The Parties to the Contract are the Supplier / Contractor and the Purchaser named in the Schedule.
- (2) Authority or person signing the contract on behalf of the Contractor :
- A person signing the tender or any other document in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is



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discovered at any time that the person so signing had no authority to do so, the Purchaser may, without prejudice to any other right or render of the purchaser, cancel the contract and ask the authority to make good the losses for all costs as damages arising from the cancellation of the contract including any loss which the purchaser may sustain on account of such purchase, the provisions of clause shall apply to every such purchase as far as applicable;

- (3) Address of the contractor / supplier for communications on behalf of the Purchaser :
- a) For all purposes of the contract, including arbitration there under, the address of the contractor mentioned in the tender shall be the address to which all communications addressed to contractor shall be sent unless the contractor communicates any other address by letter / fax / e-mail. The contractor shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid.
 - b) Any communication or notice on behalf of the Purchaser in relation to the Contract may be issued to the contractor by the Purchaser Officer and all such communications and notices may be served on the contractor either by registered post or under certificate of posting or by ordinary post or by hand delivery or by courier at the option of such officer.

3. QUOTATIONS OF RATES BY CONTRACTORS

- a) The price quoted by the contractor shall not be greater than the ceiling price fixed by the Government for the stores or where there is no ceiling price, be greater than the price usually charged by the contractor for stores of the same nature, class or description to private purchaser.
- b) If it is discovered that the contractor has contravened the above condition, then without prejudice to any other action which might be taken against him, it shall be lawful for the Purchaser (i) to revise the price at any-stage so as to bring it in conformity with sub-clause (a) above, or (ii) to terminate the contract and forfeit the Security Deposit.
- c) The firms are required to quote only firm prices. No-variation in cost due to changes in cost will be allowed.
- d) Sales Tax of any description and other duties whatsoever where leviable and intended to be claimed should be distinctly shown along with the price quoted. Where this is not done all claims for payment of reimbursement of sales tax of any description / other duties whatsoever whether as a part of the price or as a tax shall be deemed to be waived for all occasions and no such claims shall be entertained on any ground whatsoever. The contractors should indicate their sales tax registration number in the place provided on the tender.



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4. INCOME TAX CLEARANCE CERTIFICATE

All tenderers shall submit along with their tender, Permanent Account Number of Income Tax (PAN) and an Income Tax Clearance Certificate duly countersigned by the Income Tax Officer of the Circle concerned under the seal of his office. Failure to produce the requisite certificate will render their quotation liable to be rejected.

5. RESPONSIBILITY FOR EXECUTING CONTRACT

The contractor / supplier is to be entirely responsible for the execution of the contract in all, respects in accordance with the terms and conditions as specified in the acceptance of tender and the schedule annexed thereto. Any changes / modification in inspection criteria, supply condition etc. communicated to the contractor by the Purchase Officer will only be considered valid and lawful.

6. EARNEST MONEY AND SECURITY DEPOSIT

Tenderers are required to deposit as earnest money (as per specified in the Tender Inviting Notice). Earnest Money to be deposited in the forms of : A demand draft on any Nationalised Banks in favour of Heavy Engineering Corporation Limited, Ranchi.

- a) Instruction regarding Earnest Money or Security Deposit will be specified in tender document.
- b) Draft of Earnest Money to be enclosed only in the part – I bid. Earnest Money is included or not to be mentioned in part – I bid (Techno Commercial bid) without indicating the amount.
- c) Earnest Money Deposit (EMD) will be converted into part of the Security Deposit (SD) in case of successful tenderer(s).
- d) EMD of unsuccessful tenderers will be returned immediately after finalisation of contract.
- e) Exemption from deposition of EMD and SD for Small Scale Industries shall be guided as per prevailing Govt. Guidelines.
- f) State / Central Govt. Organisations, PSUs, and valid DGS&D/NSIC registered (for tendered items) firm to produce documentary evidence issued by Govt. authorities for allowing exemption towards submission of EMD / SD for availing such benefit.
- g) In the event of the contract materializing, the successful tenders will have to deposit a sum equal to a 5 percent of the total value of the contract as security for the due fulfilment of the contract within 21 days after the written notice of acceptance of the tender has been posted for the Contractor. Failing this the contract will be cancelled at the risk and expense of the supplier. This will be in addition to other



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remedies available to the purchaser for the successful completion of the contract. The Security Deposit shall be made in the same forms as prescribed for Earnest Money, and in addition also in the form of a Bank Guarantee from a Nationalised Bank or State Bank of India.

- h) Validity: EMD – 180 days; SD - upto the receipt of the last consignment. In case of Ex Works Contract upto the date of despatch of last consignment.
- i) The Contractors shall have to claim to the refund of the security deposit as made with in two months from the date of the termination of this contract or until the completion of the schedule works covenanted to be executed to the satisfaction of the purchaser and until the final adjustment of accounts between the contractors and the purchaser. Security deposit money shall be retained expressly as a security for the due performance of the product and terms & conditions and so that upon the happening of the breach of any in particular if the contractors shall fail to supply any article included in the tender as acceptable to the purchaser, the whole or part of the security money shall forthwith become liable to be forfeited irrespectively of the evidence of any pecuniary loss to the Corporation occasioned by such breach.
- j) No claim shall lie against the Purchaser either in respect of interest if any due on Security Deposit or depreciation in value. On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on the presentation of an absolute "No Demand Certificate" in the prescribed form and upon return in good condition of any specification / process / technology sheets, drawings, samples or other property belonging to the Purchasers which may have been issued to the Contractor and on submission of .

7. DELIVERY

- a) The Supplier / Contractor shall be required by the Purchaser either to deliver free or F.O.B. or C.I.F. or as detailed in the Schedule of order the quantities of the stores detailed therein and the stores shall be delivered or despatched not later than the dates specified in the Schedule.
- b) The Purchaser shall not be liable to render assistance to the Contractor in securing or to arrange for or provide transport to the Contractor unless it is so specifically stated in the Schedule. Any inspection and approval by the Inspector on the contractor's premises, property in the stores shall not pass on to the Purchaser until the Stores have been received, Inspected and accepted by the consignee.
- c) No stores shall be deliverable to the consignee's Stores / Depots on Sundays, Public Holidays and beyond normal working hours without the written permission of the consignee.



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8. DELIVERY TIME / PERIOD : THE ESSENCE OF THE CONTRACT

- (1) The time and the date specified in the Acceptance of Tender / Schedule or as extended for the delivery of the stores shall be deemed to be the essence of the contract and delivery must be completed not later than the date (s) so specified or extended.
- (2) Facilities to the Inspecting Office :
The Contractor shall allow reasonable facilities and free access to his works and records to the Inspecting Officer, Progress Chasing officer or such other Officer as may be nominated by the Purchaser for the purpose of ascertaining the progress of the deliveries under the contract,
- (3) Failure and termination :
Should the contractor fail to deliver the stores or any instalment thereof, within the period prescribed for such delivery the Purchaser shall without prejudice to his other rights be entitled at his option either:
 - a) to recover from the contractor as agreed liquidated damages (and not by way of penalty) a sum equivalent to 0.5 percent of the price of any stores which the Contractor has failed to deliver as aforesaid for each completed week subject to a maximum limit of 10 % or
 - b) to purchase from elsewhere without notice to the Contractor or on the account and at the risk of the contractor for the stores not delivered or others of a similar description without cancelling the contract in respect of the consignments not yet due for delivery, or
 - c) to cancel the contract or a portion thereof, and if so desired, to purchase or authorise the purchase of stores not so delivered or others of as similar description at the risk and cost of the contractor.

In the event of action being taken under (b) or (c) above, the contractor shall be liable for any loss which the purchaser may sustain on that account provided that the purchase or if there is an agreement to purchase, then such agreement is made within six months of the date of such failure. But the Contractor shall not be entitled to any gain on such purchase made against default. The manner and method of such purchase shall be at the entire discretion of the Purchaser, whose decision will be final. It shall not be necessary for the purchaser to serve a notice of such repurchase on the defaulting contractor. This right shall be without prejudice to the right or the Purchaser to recover damages for breach of the contract by the contractor.

9. EXTENSION OF TIME FOR DELIVERY

- a) Extension of time for delivery: As soon as it is apparent that delivery period as prescribed in the contract cannot be adhered to, an application for extension of time



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shall be sent by the contractor to the office issuing the acceptance of tender and a copy thereof endorsed to the Inspector and the Indentor specified in the Schedule.

The discretion to decide whether extension of time should be allowed or not either with liquidated damages or otherwise will rest with the Purchase Officer (incharge Materials Management of that Plant / Chief of Plant).

- b) Waiving of loss or damage: If such failure as aforesaid shall have arisen from any cause which the purchaser may admit as reasonable ground for extension of time, the Purchaser shall allow such additional time as he considers to be justified by the circumstances of the case and shall forego the whole or such part, as he may consider reasonable, of his claim for such loss or damage as aforesaid.

10. EXAMINATION OF DRAWING SPECIFICATIONS & PATTERNS

- (1) Generally the stores shall be of the best quality and workmanship and should comply with the contract and in all respects be to the satisfaction of the Inspector as well as the consignee.
- (2) In particular and without prejudice to the foregoing conditions and in addition thereto when tenders are called for in accordance with 'particulars', the contractor's tender to supply in accordance with such particulars, shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and no claim on his part which may arise on account of non-examination or insufficient examination of particulars will in any circumstances be considered.
- (3) The contractor shall supply the stores in accordance with the particulars (unless any deviation is authorised as an exceptional case and expressly specified in the Acceptance of Tender).
- (4) If a specification and/or drawing exists then the sealed pattern or certified sample thereof will govern supply only to the extent of workmanship and finish. If neither a specification nor a drawing exists then the sealed pattern or certified sample thereof will govern supply in all respects.
- (5) When neither specification, drawing nor pattern is available to govern supply, the supply must be of quality material, pattern and workmanship which the Purchaser has agreed will be acceptable and the contractor has undertaken to supply. And when under these circumstances, a Contractor's sample has been approved, by the Inspector, the Stores supplied must be equal in all respects to such sample.
- (6) The Purchaser reserves the right to alter from time to time such specifications, pattern and drawings and as from the date specified by him the Articles shall be in accordance with the specification, patterns and drawings as so altered.



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- (7) In the event of any such alteration, involving an alteration in the cost of or in the period required for production a revision of the contract price and of the time for delivery shall be made in relation to the articles, the subject of the alteration. The decision of the Purchaser on the question whether the alteration involves an alteration in the cost of or in the period required for production shall be final and conclusive.

11. MISTAKES IN DRAWING

The contractor shall be responsible for and shall pay for any alterations for the work due to any discrepancy, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the Purchaser or not provided that such discrepancies, errors or omissions be not due to inaccurate information or particulars furnished to the Contractor on behalf of the Purchaser. If any dimensions figured upon a drawing of plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawings or plan shall be taken as correct.

12. RISK OF LOSS OR DAMAGE TO CORPORATION OR PURCHASER'S PROPERTY

- (1) All the property of the Corporation or purchaser loaned whether with or without deposit on terms and conditions to be separately agreed upon in respect of each particular contract to the contractor in connection with the contract and shall remain the property of the Corporation or the purchaser, as the case may be. The contractor shall use such property for the purpose of the execution of the contract and for no other purpose whatsoever.
- (2) All such property shall be deemed to be in good condition when received by the contractor unless he shall have within twenty four hours of the receipt thereof notified the purchase officer to the contrary. If the contractor fails to notify any defect in the condition or quality of such property he shall be deemed to have lost the right to do so at any subsequent stage.
- (3) The contractor shall return all such property and shall be responsible for the full value thereof to be assessed by the Purchaser whose decision shall be final binding on the contractor. The contractor shall be liable for loss or damage to such property from whatever cause happening while such property is in the possession of or under the control of the contractor, his servants, workmen, or agents.
- (4) Where such property is insured by the contractor against loss or fire at the request of the Corporation or Purchaser such insurance shall be deemed to be affected by way of additional precaution and shall not prejudice the liability of the contractor as aforesaid.
- (5) The contractor shall furnish a bank Guarantee for safety of materials supplied, if any, by the Purchaser for execution of contract.



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13. INSPECTION NOTICE

- (1) When inspection during manufacture or before delivery of despatch is required, notice in writing shall be sent by the Contractor to the Inspecting Officer / Purchaser under registered post (AD) / fax / courier when the stores or material to be supplied are ready for inspection and test, and no stores shall be delivered or despatched until the Inspecting Officer has certified in writing that such stores have been inspected and approved by him.
- (2) Marking of stores :The contractor shall at his own expense mark all the approved stores with a meaningful and recognisable mark which can be easily distinguished as destined for the Purchaser (HEC). The stores which cannot be so marked shall be packed in suitable Packages or cases each of which shall be sealed and marked with such mark.

14. CHARGES FOR WORK NECESSARY FOR COMPLETION OF THE CONTRACT

The contractor shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent / intellectual property rights, drawings, templates, models and gauges and for all such measures as the Purchaser or the Inspecting Officer may deem necessary for the proper completion of the Contract, though special provision therefore may not be made in the specification of drawings.

15. RESPONSIBILITY OF THE CONTRACTOR FOR EXECUTING THE CONTRACT

- (1) **Risk in the stores** : The contractor shall perform the contract in all respects in accordance with the terms and condition thereof. The stores and every constituent part thereof, whether in the possession or control of the contractor, his agents or servants or a carrier, or in the joint possession of the contractor, his agents or servants and the purchaser, his agents or servants, shall remain in every respect at the risk of the contractor until the actual delivery to the consignee at the stipulated place or destination or, where so provided in the acceptance of tender until their delivery to a person specified in the Schedule as interim consignee for the purpose of despatch to the consignee. The Contractor shall be responsible for all loss, destruction damage or deterioration of or to the stores for any cause whatsoever while the stores after approval by the Inspecting Officer are awaiting despatch or delivery or are in the course of transit from the contractor to the consignee or interim consignee, as the case may be. The Contractor shall alone be entitled and responsible to make claims against a railway administration or other carrier in respect of non-delivery, short delivery, mis-delivery, loss, destruction, damage or deterioration of the goods entrusted to such carrier by the contractor for transit / transmission to the consignee or the interim consignee as the case may be.



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- (2) **Consignee's right of rejection** : Not withstanding any approval which the Inspecting Officer may have given in respect of the stores or any material or other particulars or the work or workmanship involved in the performance of the contract (whether with or without any test carried out by the contractor or the Inspecting Officer or under the direction of the Inspecting Officer) and not withstanding delivery of the stores where so provided to the interim consignee, it shall be lawful for the consignee, on behalf of the purchaser, to reject the stores or any part portion or consignment thereof within a reasonable time after actual delivery thereof to him at the place or destination specified in the schedule if such stores or part, portion or consignment thereof is not in all respects in conformity with the terms and conditions of the contract whether on account of any loss, deterioration or damages before despatch or delivery or during transit or other wise however.
- (3) Provided that where, under the terms of the contract, the stores are required to be delivered to an interim consignee for the purpose of despatch to the consignee, the stores shall be at interim consignee for the purpose of despatch to the consignee, the stores shall be at the purchaser's risk after their delivery to the interim consignee, but nevertheless it shall be lawful for the consignee on behalf of the purchaser to reject the stores or any part, portion or consignment thereof upon their actual delivery to him at the destination if they are not in all respects in conformity with the terms and conditions of contract except where they have been damaged or have deteriorated in the course of transit or otherwise after their delivery to the interim consignee.
- (4) **Guarantee Clause :**
- (i) The Contractor guarantees that the stores which he supplies will be built fully in accordance with specification and will operate properly. In all cases, the contractor guarantees that his designs would strictly follow the "as made" detailed drawings with such modifications as are notified in respect of each type. The contractor further guarantees that the stores will be free from defects in material and workmanship provided that the contractor's liability in this respect shall be limited to the furnishing and installation of replacement parts free of any charge or the repair of defective part only to the extent that such replacement or repairs are attributable to or arise from faulty workmanship or material or design in the manufacture of the stores. All replacement parts shall be shipped by the contractor C.I.F. Indian port (in case of imported), from which point the purchaser shall clear through customs and deliver at his expense to inland destination. If the contractor so desires the replaced parts can be taken over by his representatives in India for disposal as he deems fit within a period of three months from the date of receipt of replacement parts. At the expiry of this period no claim whatsoever shall lie on the purchaser.



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- (ii) It shall be a condition of the guarantee hereunder that any defects complained of shall be brought to the contractor's attention within a reasonable time of their being first discovered, the guarantee herein contained shall not apply to any material which shall have been repaired or altered by the purchaser, or on his behalf in any way so as to affect its strength performance or reliability, or to any defect to any part due to misuse negligence or accident.
 - (iii) The guarantee herein contained shall expire in respect of each item of stores on the expiration of 18 months from the date of its delivery (in India) or 12 months from the date of placing in service whichever is earlier, except in respect of defects notified to the contractor prior to expiration of such date.
 - (iv) All replacements and repairs that the purchaser shall call upon the contractor to deliver or perform under this guarantee shall be delivered and performed by the contractor promptly and satisfactorily.
 - (v) Any approval or acceptance by the purchaser of the stores or of the material incorporated therein shall not in any way limit the contractor's liability hereunder.
 - (vi) The decision of the purchaser in regard to contractor's liability under this guarantee shall be final and conclusive.
 - (vii) The provisions contained in clause relating to the removal of stores rejected by the Inspecting officer shall mutatis mutandis apply to stores rejected by the consignee as herein provided.
- (5) **Subletting of assignment** : The contractor shall not sublet, transfer or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever to any other agency / agencies without the previous consent in writing of the Purchaser.
- In the event of the contractor's subletting or assigning the contract or any part thereof without such permission the purchaser shall be entitled to cancel the contract, and to purchase the stores elsewhere on the Contractor's account and risk and the Contractor shall be liable for any loss or damage which the purchaser may sustain in consequence or arising out of such purchase.
- (6) **Changes in a firm:**
- (a) Where the contractor is a partnership firm, a new partner shall not be introduced in the firm except with the previous consent in writing of the purchaser, which may be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract prior to the date of such undertaking.



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- (b) On the death or retirement of any partner of the contractor's firm before complete performance of the contract the purchaser may at his option cancel the contract and in such a case the contractor shall have no claim whatsoever to compensation against the purchaser.
- (c) If the contract is not determined as provided in sub-clause (b) above notwithstanding the retirement of a partner from the firm he shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under sec. 32 of the partnership Act has been sent by him to the purchaser by registered post with acknowledgment due.
- (d) **Consequence of breach** : Should a partner in the contractor firm commit a breach of sub clause (5) above or the contractor should commit a breach of the condition 6 (a) of this sub clause it shall be lawful for the purchaser to cancel the contract and purchase or authorise the purchase of the stores at the risk and cost of the contractor and in that event the provisions of clauses 7 and 8 shall as far as applicable shall apply.
- (e) The decision of the purchaser as to any matter or thing concerning or arising out of this sub-clause or any question whether the contractor or any partner of the contractor firm has committed a breach of any of the conditions in this sub-clause contained shall be final and binding on the contractor.

(7) Assistance to the contractor :

- a) The contractor shall be solely responsible to procure any material or obtain any import or other licence or permit required for the fulfilment of the contract and the grant by the purchaser or any other authority of a quota certificate or permit required under any law for distribution or acquisition of iron and steel or any other commodity or any other form of assistance in the procurement of the material aforesaid or any attempt to render assistance in the matter aforesaid shall not be construed as a representation on the part of the purchaser that the material covered by such licence or permit or quota certificate is available or constitute any promise, undertaking or assurance on the part of the purchaser regarding the procurement of the same or effect any variation in the rights and liabilities of the parties under the contract. But if by reason of any such assistance as aforesaid the contractor obtains any materials at less than their market price or the cost of production of the stores is lowered, the price of the stores payable under the contract shall be reduced proportionately, and the extent of such reduction shall be determined by the purchaser whose decision shall be final and binding on the contractor.
- b) Every effort made by the purchaser to supply, or give assistance in the procurement of, materials, whether from the Government stock or by purchase under a permit or release order issued by or on behalf of or under authority from Government or any Officer empowered in that behalf by law or under other arrangements made by the



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purchaser shall be deemed to be subject to the condition that it will be performed with due regard to other demands and only if it is found practicable to do so within the stipulated time and the decision of the purchaser whether it was practicable to supply or give assistance as aforesaid or not shall be final and binding on the contractor.

16. USE OF RAW MATERIALS SECURED WITH CORPORATION ASSISTANCE

- (1) Where any raw material for the execution of the contract is procured with the assistance of the Corporation by purchase or under arrangement made or permit, license, quota certificates or release order issued by or on behalf of or under authority from the Corporation or by any Officer empowered in that behalf by law, or is issued from Corporation stock and where advance payments are made to the contractor to enable him to purchase such raw materials for the execution of the contract, the contractor.
 - a) shall hold such material as trustee for the Corporation.
 - b) shall use such material economically and solely for the purpose of the contract.
 - c) shall not dispose of the same without the previous permission in writing of the purchaser ; and
 - d) shall render due account of such material and return to the Corporation at such place as the purchaser may direct all surplus or unserviceable material that may be left after the completion of the contract or its termination for any reason whatsoever.

On returning such material the contractor shall be entitled to such price therefor as the purchaser may fix having regard to the condition of such material.

- (2) Where the contract is terminated due to any default on the part of the contractor, the contractor shall pay all transport charges incurred for returning any material upto such destination as may be determined by the purchaser and the decision of the purchaser in that behalf shall be final and binding on the contractor.
- (3) If the Contractor commits breach of any of the conditions in this clause specified, he shall, without prejudice to any other liability, penal or otherwise, be liable to account to the Corporation for all moneys, advantages or profits accruing from or which in the usual course would have accrued to him by reason of such breach,
- (4) Where the stores manufactured or fabricated by the contractor out of the materials arranged or procured by or on behalf of the Corporation are rejected the contractor shall, without prejudice to any other right or remedy of the Corporation, pay to the Corporation on demand the cost price or market value of all such materials whichever is higher.



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17. INDEMNITY

- (1) The contractor shall all time indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent / intellectual property right, registration of designs or trade mark. Provided always that in the event of any claim in respect of alleged breach of latter's patent, registered designs or tread mark being made against the purchaser, the purchaser shall notify the contractor of the same and the contractor shall at his own expense either settle any such dispute or conduct any litigation that may arise there from.
- (2) The contractor shall not be liable for payment of any royalty licence fee or other expenses in respect of or for making use of patents or designs with respect to which he is according to the terms of the contract, to be treated as an agent of the Corporation for the purpose of making use of the patent or trade mark for fulfilment of the contract.

18. PACKING

- (1) The contractor shall pack at his own cost the stores sufficiently and properly for transit by rail/road, air and or sea as provided in the schedule so as to ensure their being free from loss or damage on arrival at their destination.
- (2) Unless otherwise provided in the schedule all containers (Including packing cases, boxes, tins, drums and wrappings) in which the stores are supplied by the contractor, shall be considered as non-returnable and their cost as having been included in the contract price.
- (3) If the schedule provides that the containers shall be returnable, they must be marked 'returnable' and they will be returned to the contractor as per terms of the contract.
- (4) If the schedule provides that returnable containers shall be separately charged, they shall be invoiced by the contractor at the price specified in acceptance of tender. In such cases the contractor shall give full credit for the invoiced amount if the containers are returned to the contractor. Return of containers shall be made within a reasonable time and in the event of any disputed or difference arising as to whether the containers were so returned the decision of the purchaser thereon shall be final and binding and the purchaser may in his discretion award such compensation as may in his opinion be proper for any undue delay in returning the containers.
- (5) Each bale or package delivered under the contract shall be marked by the contractor at his own expense. Such marking shall be distinct (all previous



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irrelevant marking being carefully obliterated and shall clearly indicate the description and quantity of the stores the name and address of the consignee, the gross weight of the package and the name of the contractor with a distinctive number or mark sufficient for the purpose of identification. All markings shall be carried out with such material as may be found satisfactory by the Inspecting Officer as regards quickness of drying and legibility.

- (6) The Inspecting Officer may reject the stores if the stores are not packed and/or marked as aforesaid and in case where the packing materials are separately prescribed, if such materials are not in accordance with the terms of the contract. Such rejection of the stores by the Inspecting Officer shall be final and binding on the contractor.
- (7) Each bale or package shall contain a packing note specifying the name and address of the contractor, the number and date of the acceptance of tender or supply order and the designation of the purchase Officer or Officer issuing the supply order, the description of the stores and the quantity contained in such bale or package.

19. NOTIFICATION OF DELIVERY

Notification of delivery or despatch in regard to each and every instalment shall be made to the consignee and to the Purchase Officer / indenter immediately on despatch or delivery. The contractor shall further supply to the consignee, or the interim consignee, as the case may be, a packing account quoting number of the acceptance of tender and/or supply or repeat order and date of despatch of the stores. All packages, containers bundles and loose materials part of each and every instalment shall be fully described in the packing account and full details of the contents of the packages and quantity of materials shall be given to enable the consignee to check the stores on arrival at destination. The Railway receipt/consignment note or bill of lading, if any, shall be forwarded to the consignee by registered post / courier immediately on the despatch of stores. The contractor shall bear and reimburse to the purchaser demurrage charges, if any, paid by reason of delay on the part of the contractor in forwarding the railway receipt, consignment note or bill of lading.

20. PROGRESS REPORTS

- (1) The contractor shall from time to time render such reports concerning the progress of the contract and / or supply of the stores in such form as may be required by the purchaser.
- (2) The submission, receipt and acceptance of such reports shall not prejudice the rights of the purchaser under the contract, nor shall operate as estoppels against purchaser merely by reason of the fact that he has not taken notice of or subjected to test any information contained in such report.



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21. FREIGHT

The stores shall be despatched at public tariff rates. In the case of F.O.R. station of despatch contract, the stores shall be booked by the most economical route or most economical tariff available at the time of despatch as the case may be. Failure to do so will render the contractor liable for any avoidable expenditure caused to the purchaser. Where alternative route available, action to be taken as per the advice of the purchase officer. If any advice of any such authority is sought, his decision or advice in the matter shall be final and binding on the contractor.

22. REMOVAL OF REJECTED STORES

- (1) Any stores submitted for inspection at a place other than the premises of the contractor and rejected shall be removed by the contractor subject as hereinafter provided within 21 days of the date of issue of intimation of such rejection. If it is proved that letter containing such intimation is addressed and posted to him at the address mentioned in the purchase order/Acceptance of Tender/ Contract it will be deemed to have been served on the contractor at the time when such letter would in the course of ordinary post reach the contractor. It shall be within the authority of the purchaser or the Inspector to call upon the contractor to remove what he considers to be dangerous, infective or perishable stores within 48 hours of the receipt of such intimation.
- (2) Such rejected stores shall under all circumstances lie at the risk of the contractor from the moment of such rejection and if such stores are not removed by the contractor within the period aforementioned, the Inspector may either return the same to the contractor at contractor's risk and cost by such mode of transport as the purchaser or Inspector may select or dispose of such stores at the contractor's risk on his account and retain such portion of the proceeds as may be necessary to cover any expenses incurred in connection with such disposal. The purchaser shall also be entitled to recover ground rent / demurrage charges on the rejected stores after the expiry of the free time mentioned above.
- (3) Stores that have been despatched by rail and rejected after arrival at destination may be taken back by the contractor either at the station where they were rejected or at the station from which they were sent. If the contract is placed for delivery F.O.R. station of despatch the contractor shall pay the carriage charges on the rejected consignment at Public Tariff Rates from the station of despatch to the station where they were rejected. If the contractor elects to take back the goods at the station from which they were despatched, the goods shall in addition be booked back to him freight to pay at Public Tariff Rates and at owner's risk. The contractor shall be liable to reimburse packing and incidental costs and charges incurred in such return of rejected stores. The



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goods shall remain the property of the contractor unless and until accepted by the purchaser after inspection.

23. SYSTEM OF PAYMENT

- (1) Unless otherwise agreed upon between the parties, payment for delivery of the stores will be made on submission of bills in the prescribed form (which may be obtained from the purchase officer) in accordance with the instructions given in the Acceptance of Tender, by **E-payment or cheque or demand draft**.
- (2) Payment for the stores or for each consignment thereof will be made to the contractor on submission of bills accompanied by required documents in accordance with the following procedure in contracts where such a facility to the contractor has specifically been agreed to by the Purchaser:
 - (a) 90% Payments for the stores or each consignment thereof will be made to the firms against submission of proof of inspection and despatch to the consignee. The original Railway Receipt should be sent to the Accounts Officer responsible for payment along with 90% bill advising the particulars of despatch to the consignee. The Accounts Officer after passing the 90% bill should pass on the original Railway Receipt to the Consignee for taking delivery of the consignment. It should, however, be ensured that there is no delay in the Accounts Office transmitting the original Railway Receipts to the consignee.
 - (b) The balance of 10% shall be paid on receipt of the stores or each consignment thereof in accordance with the terms of the contract in good condition, by the consignee, with a certificate to that effect endorsed on the copy of the Inspection Note by the consignee which shall accompany the bill submitted by the contractor.
 - (c) In the case of C.I.F. contract 90% of the price will be paid in India on presentation of shipping documents and inspection certificate and the remaining 10% on receipt of the stores in accordance with the terms of the contract in good condition by the consignee, and on producing the certificate of the contract in good condition by the consignee, and on producing the certificate of such receipt endorsed on one copy of the Inspection Note by the consignee, or alternatively at the contractor's opinion, the full value of the stores will be paid after Inspection, on receipt of the consignment in accordance with the terms of the contract in good condition by the consignee and on producing a certificate of such receipt endorsed on one copy of the Inspection Note.



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- (3) In all other contracts or in contract where the Inspecting Officer also acts as the interim consignee or where inspection is carried on by the consignee himself at destination and in all cases of local delivery full payment shall be made on submission of 'final 100% bill' supported by the Inspection Certificate and consignee's receipt as the aforesaid to the Account Officer concerned.

Note : (1) The system of 90% and 10% payment is not applicable to claim amounting to Rs.200/- or below . In such cases only a single bill for the value should be submitted.

- (2) In the case of running contracts, the system of payment as detailed above will be invariably followed.

24. RECOVERY OF SUMS DUE

- (1) Whenever any claim for the payment of a sum of money arises out of or under the contract against the contract, the purchaser shall be entitled to recover such sum by appropriating in whole or in part, the security if any, deposited by the contractor, and for the purpose, aforesaid, shall be entitled to sell and / or realise securities forming the whole or part of any such security deposit. In the event of the security being insufficient, the balance and if no security has been taken from the contractor, the entire sum recoverable shall be recovered by appropriating any sum then due or which at any time thereafter may become due to the contractor under the contract or any other contract with the purchaser or the Corporation or any person contracting through the Purchaser, if such sum even be not sufficient to cover the full amount recoverable; the contractor shall on demand pay to the purchaser the balance remaining due.
- (2) For the purpose of this clause , where the contractor is a partnership firm, the purchaser shall be entitled to recover such amount by appropriating the whole or in part any sum due to any partner of the firm whether in his individual capacity or otherwise.

25. CORRUPT PRACTICES

- (1) The contractor shall not offer or give or agree to give to any person in the employment of the purchaser or working under the orders of the purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract or any other contract with the purchaser or corporation or for showing any favour or



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forbearing to show disfavour to any person in relation to the to the contract or any other contract with the purchaser or corporation. Any breach of the aforesaid condition by the contractor, or any one employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or the commission of any offence by the contractor or by any one employed by him or acting on his behalf under chapter IX of the Indian Penal Code 1860 or the Prevention of Corruption Act 1947 or any other Act enacted for the prevention corruption by Public Servants shall entitle the Purchaser to cancel the contract and all or any other contracts with the contractor and to recover from the contractor the amount of any loss arising from such cancellation in accordance with the provision of clauses 7 and 8.

- (2) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by the Purchaser from the contractor shall be decided by the Purchaser, whose decision thereon shall be final and binding on the contractor.

26. INSOLVENCY AND BREACH OF CONTRACT

- (1) The Purchaser may at any time by notice in writing, summarily determine the contract without compensation to the contractor in any of the following events:
- (a) If the contractor being an individual or a firm, or partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for conveyance or under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his Creditors or suspend payment or if the firm be dissolved under the Partnership act, or
 - (b) If the contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or Manager on behalf of the Debenture- holder is appointed or circumstances shall have arisen which entitled the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager, or
 - (c) If the contractor commits any breach of the contract not herein specifically provided for. Provided that always such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also the contractor shall be liable to pay to the purchaser for any extra expenditure he is thereby put to and the contractor shall under no circumstances be entitled to any gain on re-purchase.



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27. LAWS GOVERNING THE CONTRACT

- (1) This contract shall be governed by the laws of India for the being in force.
- (2) Irrespective of the place of delivery, the place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- (3) Jurisdiction of Courts : The court of the place from where the acceptance of tender / purchase order has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract,
- (4) Marking of Stores : The marking of the stores must comply with the requirements of the laws relating to Merchandise Marks for the time being in force in India.

28. HEADINGS

The headings conditions hereto shall not affect the construction thereof.

29. ARBITRATION

In the event of any dispute or difference of opinion between the Heavy Engineering Corporation or any of its units / division and the contractors as to the respective rights and obligation of the parties hereafter or to the true intent and meaning of these presents and the many articles of conditions thereto, such dispute of difference of opinion shall be referred to the many articles of conditions thereto, such dispute of difference of opinion shall be referred to the sole arbitration of the Chairman, Heavy Engineering Corporation and his decision shall be final, conclusive and binding on the parties.

30. POWERS

All powers reserved by the chairman under the above conditions shall be exercise by the Managing Director or the executive Director of the Heavy Engineering Corporation Limited.



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Annexure—F

Format for

BANK GUARANTEE FOR SECURITY DEPOSIT

*(to be issued by any Nationalized bank preferably State bank of India negotiable at their
counters in Ranchi)*

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:

1. 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,



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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.

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 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 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 ...'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 enforced 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



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liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of rs.'amount'.....(rupees*'amount in words'*.....) as aforesaid or 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 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 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 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 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.



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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 gurantee 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'



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Annexure—G

FORMAT OF PERFORMANCE BANK GUARANTEE

(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT & TO BE ISSUED BY ANY
NATIONALISED /SCHEDULED BANK AUTHORISED BY RBI TO ISSUE A BANK
GUARANTEE)

Name of Equipment: ----- Guarantee NO-----
Purchase Order No.:----- dated: ----- Date:-----
Validity -----
Claim period-----

To:
M/s Heavy Engineering Corporation Ltd.
Heavy Machine Building Plant
Ranchi-834004 Jharkhand

In consideration of your having placed an order bearing Purchase Order No.-----dated:-----
----- with-----
------(hereinafter referred to as
Supplier) for the supply of-----

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

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

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



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

We -----agree that the guarantee herein contained shall remain in full force and effect till the machinery and equipment give the desired performance and it shall continue to be enforceable till your dues have been fully paid and claims satisfied or discharged subject to a period not later than----- . In the event of any extension granted for commissioning/dispatch suitable extension shall be given on your request.

We-----, further agree that any neglect, omission or forbearance or indulgence in enforcing any claim as per the terms and conditions of your purchase order or performance guarantee or any of them or any extension of the time granted for the performance or payment of penalty under the guarantee or any dispute between the supplier and yourselves as regard performance of machinery and equipment supplied or issued related to your Purchase order, shall not effect in any way our liability under this guarantee until the full payment, but in any case, shall not extend beyond-----.

This guarantee is in addition and not substitution for guarantee given to you by the seller or by their bankers on their behalf.

We----- lastly undertake not to revoke this bank guarantee during its currency except with the previous consent of the corporation in writing.

Notwithstanding anything to contrary stated above, our liability under this guarantee will be restricted to Rs.----- and shall remain in force up to -----, unless a demand or claim under this guarantee is made from the date i.e. on or before----- all your rights under the said guarantee shall be forfeited and we shall be released and discharged from all liabilities thereunder.

Dated at ----- day of -----

Seal of the Bank



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ANNEXURE – H

FORM OF PRELIMINARY ACCEPTANCE CERTIFICATE

Ref No. : _____ Date
: _____

To :

.....
.....
.....

[Name and address of Contractor]

Contract Agreement No : _____

[Name of the “Stores”/”Machine”]

Dear Sirs,

Pursuant to **Clause 6, 7** of Special Conditions of Contract entered into between yourselves and the Purchaser dated _____ **[date]**, relating to the _____ **[brief description of the “Stores”/”Machine”]**, we hereby notify you that the erection, testing & trial runs of the individual unit of the following part(s) of the “Stores”/”Machine” was completed successfully on the date specified below. The “Stores”/”Machine” are fit for start-up and commissioning. However, you shall liquidate all the outstanding defects and / or deficiencies and complete the balance items listed in the attachment hereto, as soon as possible, so that the “Stores”/”Machine” are fully in accordance with the requirements of the Contract and commissioning activities of the “Stores”/”Machine” can be started. Further, you shall be fully responsible for care and custody of the “Stores”/”Machine” and the risk of loss thereof till the issue of commissioning certificate in terms of the Contract.

1. Description of the “Stores”/”Machine” or part **[description]**
thereof : _____

2. Date of Completion of Trial runs: _____ **[date]**

This letter does not relieve you of your obligation to complete the execution, commissioning, establishment of performance guarantee parameters of the “Stores”/”Machine” in accordance with the Contract nor of your obligations during the Defects Liability Period.

Yours
faithfully,

Title
(Project Manager)



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ANNEXURE – I

FORM OF COMMISSIONING/ FINAL ACCEPTANCE CERTIFICATE

Ref No. : _____ Date
: _____

To :

.....
.....
.....

[Name and address of Contractor]

Contract Agreement No : _____

[Name of the “Stores”/”Machine]

Dear Sirs,

Pursuant to **Clause 7, 8** of Special Conditions of Contract entered into between yourselves and the Purchaser dated _____ [date] relating to the ***[brief description of the “Stores”/”Machine]***, we hereby notify you that the following part(s) of the “Stores”/”Machine was (were) completed satisfactorily including completion of Defects Liability Period of twelve months after commissioning, on the date specified below, and that, in accordance with the terms of the Contract.

1. Description of the “Stores”/”Machine or part thereof : _____ [description]
2. Date of Completion : _____ [date]

Yours faithfully,

Title _____
(Project Manager)



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ANNEXURE – J

TECHNICAL SPECIFICATIONS



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1.0 SCOPE OF WORK

- 1.1 The scope of work of the Tenderer covers design, engineering, manufacture and supply, testing at manufacture's works, painting, delivery at HEC, Ranchi, India site, unloading, transportation and storage, moving consignment to erection spot, unpacking consignment including temporary storage at site, watch & ward, concurring electrical / utilities connection prior to start up of erection, undertaking erection, testing and commissioning of equipments etc. as specified in the TS, inclusive of associated electrical, hydraulic / pneumatic/ lubrication/ coolant equipment, and all essential accessories required for operation of machine. The plant and equipment shall meet the specified performance to the satisfaction of the Purchaser.
- 1.2 The Tenderer shall include in its scope all accessories and auxiliaries, interconnecting piping, electrical / instrumentation control panel, all internal and interconnecting cables and wires, safety devices and materials which are not specifically mentioned here but are otherwise required to complete the functioning of the equipment offered in every respect for its satisfactory performance and safe operation.
- 1.3 For unloading, shifting of heavy consignment, unpacking, positioning and erection of machines the supplier will have to arrange material handling equipment, crane, hydra etc. at his own cost. For critical and heavy machines the supplier shall hire accredited transportation and erection agencies with expert man power.
- 1.4 The first fill of hydraulic oil, grease, coolant, lubricant etc. required for start up and commissioning the machine shall form essential part of supply.
- 1.5 The erection, commissioning, and performance test of equipment shall be undertaken by equipment supplier.
- 1.6 The supplier will have to undertake comprehensive insurance policy and maintain its validity till commissioning and handing over the equipment to Purchaser.
- 1.7 It shall be the responsibility of the Successful Tenderer to obtain necessary approval of statutory authority, if required, in line with rules of Govt. of Jharkhand and Central Electricity Authority for the work under his scope, before energizing / charging the equipment. However, successful Tenderer shall be extended assistance by the Purchaser in this regard, such as submission of application, relevant documents. Payment of statutory fees etc. shall be as per the commercial part of contract.

2.0 Special Instructions To The Tenderer

- 2.1 This specification shall be read in conjunction with the following documents:
 - i) Invitation to tender
 - ii) General condition of contract



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2.2 Applicable codes and standards

All materials used and equipment supplied shall be new and the best of their respective kinds and shall comply with the latest versions of the relevant Indian / international Standard Specifications.

2.3 The Tenderer shall clearly specify the assumptions and parameters offered vis a vis tender specification. Deviations if any, from this technical specification, shall be clearly listed out by the Tenderer.

2.4 Delivery schedule (Refer clause 4.0)

The Tenderer shall indicate his best delivery schedule.

- i. Delivery at HEC Ranchi, site
- ii. Erection at site
- iii. Commissioning at site
- iv. The final acceptance test / commissioning to be completed in thirty (30) days.

2.5 Inspection and Performance test

The Tenderer shall offer the machine for inspection & testing by the Purchaser or any other Purchaser approved Inspection agency.

2.5.1 Testing and inspection at manufacturer's works

- a) Equipment shall be inspected and tested by HEC according to the relevant standards/codes of practice & Quality Assurance Plan (QAP) approved by HEC to ensure that the equipment conforms to specification requirements. In absence of standards, procedure for inspection/testing shall be mutually agreed between the Purchaser/Consultant and the Tenderer. All electrical equipment shall also be tested as per relevant standard / IS codes or equivalent and the approved QAP.
- b) Equipment and all accessories shall be shop tested for geometrical accuracy / positioning accuracy / repeatability, component prove out tests (if applicable), dimensional and other requirements and relevant test certificates shall be made available to HEC. Testing and inspection of equipment shall be carried out (as applicable) in accordance with applicable standard. The particulars of proposed tests and their procedures shall be submitted by the supplier. Clearance for dispatch shall be based on satisfactory & acceptable outcome of the tests at the manufacturer's works. The manufacturer shall also give details of the measuring tools and instruments (in valid calibration status) available for testing .

2.5.2 Test at site

After installation, testing of equipment shall be carried out by manufacturer at site in accordance with applicable IS / Manufacturer / International standards for safe and reliable operation. Manufacturer shall provide all special test tools/ equipment, consumable, test parts, test program and validation data to the Purchaser.

2.5.3 Inspection by the Purchaser shall not absolve the Tenderer from his responsibility to fulfill the requirements and performance detailed in this specification.



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2.5.4 The Purchaser/Consultant shall have the right to reject the equipment / materials if the same are found not conforming to the specification.

2.5.5 Preliminary inspections shall be made by Purchaser either at the Manufacturer's plant or work site. Such inspections shall be in accordance with the TS, approved drawing / datasheet and QAP.

Upon arrival of an item at the place of destination and notification by the Contractor that the item is erected, commissioned and ready for final inspection and test, supplier shall perform tests in accordance with Technical Specification, approved drawing/ datasheet.

Final acceptance of the total system shall be deemed to have taken place when the technical parameters with defined end conditions, test specifications, performance achievement as per function requirements are complied with as per Technical Specification.

2.5.6 All equipment offered shall allow adequate and easy access to its parts to facilitate connecting up and maintenance.

2.5.7 Design and selection of equipment shall be made with the following, in view:

- i) Safety of personnel (All moving parts shall be well guarded and protected)
- ii) Uninterrupted operation
- iii) Long life of equipment
- iv) Ease of maintenance at optimized cost.

2.5.8 Painting

All equipment shall be suitably cleaned, painted and protected against corrosion and damage.

Necessary guidelines for types of paint, coats and surface finish are given below :

- a) Surface preparation : Blast cleaning to near white metal
- b) Painting scheme :
 - i) Requisite grade of primer and intermediate paint at shop.
 - ii) Final finish paint at purchasers site after commissioning.

2.6 Spares and tools

The Tenderer shall furnish along with the tender a detailed list of essential spares required for two years of smooth and satisfactory operation of the equipment.

2.7 Name plate

A non-corrodable nameplate giving major characteristics of the equipment shall be provided.



2.8 Systems of units and language

Calibration of all instruments, dimensions in drawings, technical data, weights and quantities shall be in metric units. All drawings, nameplates of equipment and operation and maintenance manuals shall be in English language.

2.9 Preliminary Acceptance Test (PAT) and Final Acceptance test (FAT)

2.9.1 Preliminary Acceptance Certificate (PAT)

On completion of erection of the facilities by the Tenderer, preliminary acceptance test (PAT) / trial runs (as applicable) for individual equipment / units shall be conducted by the Tenderer to prove that the facilities have been supplied and erected as per contract and after erection, facilities are fit for start up and commissioning.

Trial runs shall be so designed to conduct the systematic check of the components and of the functional operation thereof. Trial runs shall comprise idle, no load and part load trial runs, as applicable.

Trial runs shall be conducted by the Tenderer under its sole responsibility and employing its own personnel. The Purchaser's supervisory personnel and skilled operating personnel shall, however, witness the trial runs.

On successful completion of PAT, the Purchaser's Engineer shall issue a Preliminary Acceptance Certificate (PAC) stating that the facilities are fit for commissioning. In case of non satisfactory PAT, Purchaser's engineer shall notify the Tenderer in writing of any defects and / or deficiencies.

In case of defect, the Tenderer shall rectify outstanding defects and / or deficiencies, and on successful fulfillment of contract requirement obtain PAC from Purchaser.

On successful completion of PAT / trial runs after liquidation of the defects and / or deficiencies, the Tenderer shall so notify the Purchaser in writing for conducting Final Acceptance Test.

2.9.2 Final Acceptance Test (FAT)

As soon as all works in respect of commissioning / Final Acceptance test (FAT) are completed, the Tenderer shall so notify the engineer in writing. For Final Acceptance Test, following activities to be done:

- a) Full load test.
- b) Running of Machine for at least 8 hours on full load.

The Final Acceptance Test / commissioning shall be witnessed by Purchaser's supervising personnel and on successful commissioning, including component prove-out (as applicable), Final Acceptance Certificate (FAC) shall be issued to the Tenderer.



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2.10 Performance and guarantee

2.10.1 The material / work supplied by successful Tenderer (including bought out items / equipment) shall be new and of best quality. The Tenderer shall guarantee the material / work supplied by him (including bought out items / equipment) for the period of 120 days from the date of successful completion of Final Acceptance Test (FAT). The guarantee for performance shall cover machine including electrics / instruments / controls / hydraulics / pneumatics etc. for their rated parameter. In the event of any inadequacy, defect, error, fault occurring during the Guarantee period, it shall be the responsibility of the Tenderer to undertake timely modification / replacement of faulty part/unit/system at his own cost to the satisfaction of purchaser.

2.10.2 Purchaser reserves the option to reject/ retain the equipment/ system. The machine shall be rejected in case of non-achievement of rated performance repeatedly during performance guarantee period. In case the option “to reject “ is exercised by Purchaser, the Contractor shall replace the rejected equipment/ system by new ones at no extra cost within a period of time as indicated by Purchaser.

In the event of rejection, the faulty equipment shall be retained until a new replacement arrives at site for erection. It should be noted that as the faulty equipment has not been accepted and not taken over by Purchaser, the responsibility for it lies entirely with the Supplier. During this period, the Contractor shall not limit the use of faulty equipment except for reasons of safety during operation both for personnel and equipment.

2.11 Any defect developed and/ or detected during the guarantee period shall be made good by the Tenderer at his own cost to the satisfaction of the Purchaser and if necessary, any modification / rectification or replacement shall be carried out by the Tenderer.

2.12 Ability of the Tenderer

The Tenderer shall satisfy the Purchaser that he possesses necessary technical know-how to execute the work. Necessary particulars and statements indicating list of major orders executed in the past for supply of similar equipment shall be furnished along with the tender.

2.13 Training

The manufacturer shall agree for offering training in the areas of operation, and maintenance (Mechanical, Hydraulic, Pneumatic, Electrical & Electronics) of the machine. The training shall be imparted at HEC Site.

Details indicating training modules, number of personnel that will be trained and duration of training will be indicated in the offer and shall be mutually agreed upon during placement of order.

Training will be imparted in English. Interpreter will be arranged by the Tenderer if required for languages other than English.



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Detailed manual for operation and maintenance shall be made available prior to training.

2.14 The tender shall be complete in all respects inclusive of complete data as demanded under clause 3.0 of this specification. Incomplete tender will be liable to be rejected.

2.15 The Purchaser reserve the right to accept or reject any tender without assigning any reasons.

3.0 TECHNICAL SPECIFICATION

S No.	Description	Specification
1.	Application	Cleaning & Collecting of Sand, Grits, Gravels, Stones, Earth Soil, Liquids, Scale, chips generated out of machining operation, Cleaning of Industrial Plant Road and paved areas in Large Volumes and Shifting them over a Distance in Heavy Industrial Conditions.
2.	Type & Description	<ol style="list-style-type: none">1. Truck Mounted industrial vacuum machine with the following features.<ol style="list-style-type: none">a. The volume of the container not less than 6 M³ equipped with a hydraulic rear door (hatch)b. MOC of Container shall be Stainless Steelc. Vacuum pump station ROOTS type should be capable of creating an under pressure in the range of 500 to 800 mbar (negative pressure)d. Air suction capacity not less than 5000 m³/houre. Suction depth not less than 5 m from the ground levelf. Prime mover diesel engine (bidder to specify engine power and details of engine specification)g. Engine should be suitable for topical climate with ambient temperature of 55 degree centigrade. Emission norm BS IV [Bharat IV] or equivalent. Noise Level (at a distance of 5m) not more than 80 db.h. Discharge system shall be hydraulically operated door opening and tilting system.i. All hydraulic, electrical, electronic equipment and operating dash board /



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		<p>control panels / switches etc. should be suitably mounted on the truck platform itself making it single operating unit.</p> <p>j. The unit should be fitted with suitable flexible hose pipe of total (attachable) length of not less than 10 m and dia not less than 125 mm.</p> <p>k. Bidder to mention Filter Surface Area (m³); specify the filter system with detail specification. Two sets of additional filter elements to be in the supply scope. Bidder also to furnish details of specification for procuring filter elements, source and present price.</p> <p>l. Bidder to mention type and specification of sealing arrangement of door and body. Other sealing arrangement associated with the container also to be specified.</p> <p>m. Two sets of additional sealing elements to be in the supply scope. Bidder also to furnish details of specification for procuring sealing elements, source and present price.</p> <p>2. Sweeping System</p> <p>a. Sweeping type Integrated with Vacuum Based Loading</p> <p>b. Sweeping brush arrangement should be hydraulically operated for lifting while not in use</p> <p>c. Front Brush Dia - 600-700 mm</p> <p>d. Side Brush Dia - 700-800 mm</p> <p>e. Sweeping width with 2 side brushes and 1 front brush – 2200 to 2400 mm</p> <p>f. Sweeping speed – 4 to 10 km/hr depending upon dust load / road condition</p> <p>g. Dust control by water sprinkling nozzles</p> <p>h. Water tank capacity not less than 300 litres</p> <p>i. Water Jetting pump not less than 15LPM @ 40 bar</p> <p>3. The truck chassis</p> <p>a. Chassis not less than 25T GVW</p> <p>b. Diesel Engine Power not less than 180 HP</p> <p>c. Emission norm : BS IV</p> <p>d. Noise level : not more than 80 db (at a distance of 5m)</p> <p>e. Bidder to furnish engine power and detail</p>
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		specification. f. Turning radius 4000-5000mm g. Bidder to furnish dimension of chassis, length width, height, distance of wheel base. h. The bidder to choose suitable model of chassis that can accommodate the vacuum machine.
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Notes:-

1. The system should be working in dusty environment of at 50 - 55 ° C ambient temperature.
2. Bidder to ensure the completeness of the system offered to meet the functional requirement as per technical specifications. Any items required for the completeness of the system should be under bidder / supplier scope of supply. Price of the same should be included in offer.
3. List of commissioning spares should be furnished along with offer. Price of the same to be included in offer. During commissioning if any extra items required other than this list should be supplied by successful bidder without any price implication.
4. Operational spares list with Item wise price valid for 2 years shall be furnished.
5. Catalogues, Drawings, Make and Model numbers of Main items. i.e., Engine, Vacuum Pump, Valve, Nozzles etc with complete specifications should to be furnished with the offer.
6. Three sets of operation & Maintenance Manual to be supplied for each M/c.
7. Bidder should furnish Warranty / Guarantee certificate for satisfactory performance of the system. After sales service is to be provided free of cost at our / customers site during warranty period. Warrantee period shall not be less than 12 month from successful commissioning or 18 months from receipt of the product whichever is later.
8. Bidder to confirm all the technical specifications. Any deviation there off to be specifically mentioned in there. Any deviation other than this will not be considered.
9. The Tenderer may note that the basic capacity related parameters are the minimum requirement. Other parameters which can be manufacturers' design and configuration specific, shall be quoted as manufacturers standard and commercially proven parameter for judging the overall technical suitability of the machine.



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4.0 Delivery and Completion Schedule

All equipment being installed for various facilities / units under this contract shall be delivered to site, erected and commissioned within 100 days from date of order.

5.0 DATA TO BE FURNISHED ALONGWITH THE TENDER

5.1 The following important technical details of the equipment offered shall be furnished along with the tender:

5.2 Three (03) sets of original Catalogues and technical literature giving general description, specifications, general arrangement requirements of power and other services viz. air, water important features of main equipment and accessories.

5.3 Questionnaire given below shall be filled up to ensure completeness of data and submitted alongwith the tender:

5.3.1 General :

i) Tenderer's registered name and address :

ii) Name and address of Tenderer's representative to whom all references can be made for expeditious coordination :

iii) Manufacturer's company profile and reference list of similar equipment supplied in the last three years indicating the following

a) Description :

b) Model number :

c) Year of supply :

d) User's address

5.3.2 Technological

i) Make :

ii) Model :

iii) Overall dimensions of the machine – L x W :
x H, mm

iv) Weight of single largest piece to be handled :
during erection / maintenance, kg



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- v) Weight of machine with standard accessories, kg :
- vi) After sales service arrangement :
- vii) List of standard accessories :
- viii) List of optional accessories :
- ix) Safety features available :
- x) Instruction manuals :
- xi) Reference list

5.4 List of recommended spares for two years operation :

5.5 Schedule for delivery at site, erection & commissioning :

5.6 List of special tools and tackles

5.7 Guaranteed technical parameters

5.8 Un priced break up of deliverables (standard / optional accessories & spares)

6.0 DATA TO BE FURNISHED BY THE SUCCESSFUL TENDERER AFTER PLACEMENT OF ORDER

6.1 The following documents / drawings shall be furnished by the successful Tenderer within four weeks from the placement of order

6.2 Drawings:

- a) General arrangement drawing of the equipment indicating overall dimensions, technical parameters, etc.
- b) Scheme of drawing for connection to electrical / instrumentation panel.

6.3 Quality Assurance plan, and other performance test etc. for equipment under scope of supply.

6.4 Requirement of services and utilities like power, air, crane facility etc for commissioning and operation of machine.



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- 6.5 The following documents shall be furnished in three copies during inspection / dispatch of the equipment:
- a) Inspection / Test certificates
 - b) Operation, maintenance and service manual
 - c) Complete spare parts lists with ordering information
 - d) Inspection / acceptance test for major outsourced components