## **Heavy Engineering Corporation Limited**

(A Govt. of India Enterprise)
Heavy Machine Building Plant
WORKS CONTRACT (INSIDE PLANT)

Tender No. ACD/HMB/21/WC/2162-6282

Dtd: 09/10/2021

## OPEN TENDER ENQUIRY (E Tender)

# Engagement of contractor for shot/grit blasting and painting work to be done in HMBP premises



HEAVY MACHINE BUILDING PLANT HEAVY ENGINEERING CORPORATION LIMITED PO – DHURWA, RANCHI

### **Heavy Engineering Corporation Limited**

(A Govt. of India Enterprise)
Heavy Machine Building Plant
WORKS CONTRACT (INSIDE PLANT)

## **E**-Tender Notice

Tender No. ACD/HMB/21/WC/2162-6282, Dtd: 09/10/2021 for "Engagement of contractor for shot/grit blasting and painting work to be done in HMBP premised" is available on our website in e-procurement section i.e. <a href="https://etenders.gov.in/eprocure/app.">https://etenders.gov.in/eprocure/app.</a> Aspiring bidders may go through the tender document.

Interested 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 <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>.

Bid submission start date 09/10/2021

Bid submission end date 25/10/2021 till 01:00 PM Technical Bid Opening date 26/10/2021 at 03:00 PM

Tender Fee Rs. 1000/- (Rupees One thousand only)
EMD Rs. 70000/- (Rupees Seventy thousand only)

Prospective Tenderer 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 are attached in annexure-5. 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 (<a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>), on or before the due date and time for submission of bid.

#### NOTE:

- 1. Any Future changes/notifications including extension of bid due date, pertaining to this tender will be published/hosted only on website & CPP Portal only.
- 2. This procurement of goods under the reference tender is covered under Public Procurement Policy 2017, revised 16.09.2020 and here in after any further revisions.

## **Heavy Engineering Corporation Limited**

(A Govt. of India Enterprise)
Heavy Machine Building Plant
WORKS CONTRACT (INSIDE PLANT)

### **Submission of tender**

The Following 2 covers shall be submitted through online CPP - portal by the bidders. Last date and time of submission of bids (cover 1, 2) is as per given dates.

Cover – I: - Containing techno-commercial bid

Cover – I containing

- i. Duly Filled Annexure-1 & 2
- ii. Documents as per Annexure-1
- iii. All other documents as per NIT

Cover - II: Price Bid (BoQ)

a) The tenderer shall upload the digitally signed Schedule of price bid in the form of BOO.xls

Bidders may please note, the schedule of quantities is attached in the portal. The same (BOQ) shall be downloaded and be filled in the editable (un protected) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, name of the bidder etc.

#### **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 Cover-I, he will be asked to provide it through Short fall documents folder in e-tendering portal one time only or through mail. 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).



# (A Govt. of India Enterprise) Heavy Machine Building Plant WORKS CONTRACT (INSIDE PLANT)

Tender No. ACD/HMB/21/WC/2162-6282

Dtd: 09/10/2021

#### **TERMS AND CONDITIONS OF THE CONTRACT**

#### 1.1 Price

Price is to be quoted only as per Annexure-3 of this tender document. Price quoted should be firm without any deviation. The agreed price will remain firm throughout the period of the contract i.e. 01 year from the date of issue of contract. In case of any discrepancy, the rate/value given in words shall prevail.

1.2 Description of work

SI. No.	Description of work	Unit	Oty
1	Mobile Launch Pedestal (MLP)	MT	800
2	Crane	MT	200
3	Wagon Tippler	MT	188
4	5 CuM excavator (qty-2)	MT	150
5	Spares (Mining, steel and other)	MT	50

The work involves surface cleaning of plates, sections and fabricated structures by shot/grit blasting and painting of cleaned surfaces, sections and structures by spray with specified/required primer, intermediate paint and finish paint. The work is to be carried out under the technical supervision of HEC Engineers.

NOTE: L-1 shall be decided on package basis i.e. total combined quoted value for all items.

#### 1.3 Quantum/Scope of Works:

Work shall be performed as per given scope of work as mentioned below-

#### For MLP & Crane:

- I. Steel structure blasting before painting for making surface conforming to Sa2 ½ of SIS 055900 with surface profile 37-65 micron.
- II. Primer coat application. Curing time min 24 hrs. DFT 65 micron (minimum).
- III. Final coat DFT 70 micron (minimum).Total thickness of finish product = 105 micron (minimum).

### For Spares (Mining, Steel and Other)

- I. Steel structure blasting before painting for making surface conforming to Sa2 ½ finish of ISO 8501-1 with surface profile 40-60 micron.
- II. Primer coat application DFT 75 micron.

### **Heavy Engineering Corporation Limited**

# (A Govt. of India Enterprise) Heavy Machine Building Plant WORKS CONTRACT (INSIDE PLANT)

#### For 5CuM excavator & Wagon Tippler

- Recommended surface quality grades: Various surface quality grade before
  application of paint, the recommended quality grades shall be St2, St3, Sa2 and Sa
  2½ or either of the combination of these surcease quality grades.
- II. Recommended painting systems: Primer coating primer coating shall be applied on prepared and cleaned surface within 8 hours. Two coats of primer paint shall be applied after hard drying of primer coat surface with dent, cavities, depression shall be filled with suitable putty/ paste filler allowing them to hard dry and then wet rubbing to a smooth finish and allowing water to dry off.

  Finish coat shall be applied after primer coat.
- III. Recommended paint materials and paint

SI.	Description	Indian	Colour Shade	Remarks
No.		Standard No.		
1	Primer coat : Red oxide	IS 2074-1979	-	
	& zinc crome primer or			
	Primer coat : Red oxide	IS 12744-1989	-	
	& zinc phosphate primer			Paint, Thinner
	or			etc for
2	Finishing coat : Enamel,	IS 2932-1974	DA Grey shade No. 632	painting shall
	Synthetic Exterior		light Grey shad no. post	be provided
	(finishing paint)		office red no. 538, Leman	by HEC
			Tellow Shade No. 355,	
			Golden yellow shad no.	
			356 white paint 631etc	

After Shot Blasting the blasted surface will be put up to HMBP inspection in writing for obtaining the clearance from QCA as per BHEL specification. The painting inspection will be carried and will be passed finally by QCA/HMBP or his authorized inspector.

### 1.4 <u>Eligibility / Required Information to be submitted along with offer:</u>

- a) Contractor should have similar nature of work experience of shot blasting and painting. He shall submit supporting document for the same.
- b) Contractor should have qualified manpower to perform shot blasting and painting work.

### **Heavy Engineering Corporation Limited**

# (A Govt. of India Enterprise) Heavy Machine Building Plant WORKS CONTRACT (INSIDE PLANT)

- c) Labour license copy, Permanent Account Number (PAN) of Income Tax Department in the name of the firm, is to be submitted.
- d) GST registration number, ESIC registration no/certificate and EPF code number & compliance.
- e) Status of Constitution and legal status of the contractor (individual, partnership, co-operative, society, registered firm etc.); existence of joint-venture or other tie-ups for technology, equipment, financial backing and/or project management is to be submitted.
- f) Details of Registration with specified agencies/HEC if any to be furnished.
- g) Availability of key personnel for supervision & management of the work or project to be spelt out.
- h) Information regarding project in hand, current litigation, orders regarding execution / expulsion or black listing, if any.

#### 1.5 Contractor's Responsibility

- a) Equipments to be arranged by contractor.
- b) Blasting equipment, compressor, compressed air....etc required to perform the specified work shall be arranged by contractor.
- c) Necessary accessories such as valves hoses ...etc
- d) Painting equipments such as spray machine/Gun, painting brushes ...etc
- e) Safety equipments/ dresses such as PPE, masks, eye protective ....etc for the employee of the contractor.
- f) Shot/Grit shall be arranged by contractor.
- g) After shot blasting the blasting surface will be put up to HMBP inspection in writing for obtaining the clearance from QCA. The painting inspection will be carried and will be passed finally by QCA/HMBP or his authorized inspector.
- h) Safety rules to be followed and safety appliances as suggested by HEC. Safety department is to be provided by the contractor to their workmen.
- i) Any rejection of parts due to poor workmanship or miss handling is sole responsibility of the contractor & proportionate cost shall be deducted judiciously as decided by the respective executing shop or QCA.
- j) Manual handling/handling of steel, inside the chamber is to be done contractor.
- k) Statutory rules like P.F. deduction, Group insurance, ESI etc. to be followed by the contractor(as per corporation rule)
- 1) Contractors who have been awarded works contracts should have EPF code number.
- m) In case the contractor has his own EPF Code given by RPFC, then in that case he should deposit the contribution of his workmen against their UAN no every month

### **Heavy Engineering Corporation Limited**

# (A Govt. of India Enterprise) Heavy Machine Building Plant WORKS CONTRACT (INSIDE PLANT)

and will submit a copy of the challan in this regards along with his bills to the concerned finance deptt.

- n) Workers must be paid in accordance with minimum wages act of the Government. Bank A/c of each and every persons working under the tenderer should have individual bank account and wages to be paid in bank A/c.
- o) Accommodation for worker & his staff shall be in the scope of contractors.
- p) Expenses incurred due to COVID-19 related testing/protocols including guarantine...etc in the scope of contractor.
- q) Accountability/optimization of all free issue items provided by HEC is to be ensured by the contractor in line with directions of shop in-charge.

#### 1.6 <u>Facilities to be provided by HEC</u>

- a) Crane, Power and water, space shall be provided by HEC.
- b) Blasting chamber will be provided by HEC.
- c) Paint, Thinner etc for painting shall be provided by HEC.
- d) Space required for storage cum office will be provided at work site by HEC.
- e) HEC will allow the contractor and his men inside the work premises in all the three shifts on working days. They can enter or leave work premises during gate opening/ closing time only. However they may be allowed to work on Sunday/ holiday on urgency.

### 1.7 Acceptance of Tender

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

- 1.8 <u>Tender Document Fee</u>: Rs. 1000/- (Rs. One Thousand only) will have to be deposited by demand draft on any of the nationalized banks in favor of "Heavy Engineering Corporation Limited, payable at Ranchi. The copy of Tender Fee in form of DD will have to enclose in the Techno- Commercial bid (Part 1) and the original copy of the same has to reach before opening date of tender. Exemption of Tender Fee shall be applicable on submission of valid SSI/NSIC/MSME certificate and as per Govt rules. SSI/NSIC/MSME Certificate to be enclosed in Techno Commercial Bid Part 1.
- **1.9** Earnest Money: Rs. 70000/- (Rupees Seventy thousand only) will have to be deposited by demand draft on any of the nationalized banks in favor of "Heavy

### **Heavy Engineering Corporation Limited**

# (A Govt. of India Enterprise) Heavy Machine Building Plant WORKS CONTRACT (INSIDE PLANT)

Engineering Corporation Limited, payable at Ranchi" or in the form of Bank Guarantee as per annexure. The copy of EMD in form of DD/BG will have to enclose in the Techno- Commercial bid (Part 1) and the original copy of the same has to reach before opening date of tender. Exemption of EMD shall be applicable on submission of valid SSI/NSIC/MSME certificate and as per prevailing govt guidelines. SSI/NSIC/MSME Certificate to be enclosed in Techno Commercial Bid Part 1.

#### 1.10 <u>Security Deposit</u>

Security deposit shall be 10% of the contract value. The SD amount (as retention money) shall be deducted @ 10% from the running bills. In the event of non execution of the contract or withdrawal before expiry of the validity period security deposit will be forfeited.

#### 1.11 Refund of Security Deposit

The security deposit will be refunded within 14 days time of issue of completion certificate against the request of the contractor and no claim certificate from the respective executing department.

#### 1.12 Executing Authority

I/c 041-042, & I/c SFW/HMBP will be the executing authority of the contract and contractor after award of work has to take all necessary working instructions from them only.

### 1.13 Inspection

Inspection will be done by QCA/HMBP or their representative. QAP (Quality Assurance Programme) whenever required will be given to the contractor.

#### 1.14 Measurement of Work

Contractor has to detail out the method to evaluate the quantum of work done using physical parameters and to be duly recorded in Measurement Book. Depending on work, time frame may be indicated against successive quantum of task.

#### 1.15 Paying Authority: DGM I/c (Finance)/HMBP

## **Heavy Engineering Corporation Limited**

# (A Govt. of India Enterprise) Heavy Machine Building Plant WORKS CONTRACT (INSIDE PLANT)

#### 1.16 Submission of Bills

Contractor has to submit his bills in triplicate along with following documents once in a month to DGM/ACD/HMBP duly certified by I/c 041-042 Shop/ HMBP or I/c / SFW shop/ HMBP.

- a) Running Account bill duly verified by respective Shop/HMBP
- b) Work verified by QCA/HMBP
- c) Measurement book submitted
- d) EPF payment compliance
- e) Wage Sheet

### 1.17 **Payments Terms**

Contractor can claim payment for the value of work done at the end of every month. TDS shall be deducted as per rule.

#### 1.18 Start of Work

The successful tenderer shall start the work within 2 weeks of issue of Letter of Award of the Work Order. The contractor will meet the executing authority for taking possession of working area in the shop.

### 1.19 Validity of the contract

Validity of contract will be one year from the date of issue of Work contract i.e. contract period shall be one year with a provision of extension on satisfactory performance and mutual agreement. However contractor must have sufficient manpower to perform blasting and painting operation of minimum 150 MT per month.

### 1.20 <u>Liquidated Damage:</u>

In case of delay in completion of work LD to be levied @ 0.5% of the unfinished part per week of delay subject to maximum deduction of 10% of the contract price.

#### 1.21 Termination of Contract.

- a) Unprecedented delay in execution of work due to shortage of manpower or other resources in the scope of contractor may lead to termination of contracts with due procedure of HEC.
- **b)** The contract can be terminated if the contractor fails to perform the work assigned in time and even after giving in writing to him, he does not improve his performance then contract can be terminated.

### **Heavy Engineering Corporation Limited**

# (A Govt. of India Enterprise) Heavy Machine Building Plant WORKS CONTRACT (INSIDE PLANT)

- c) If the contractor does not follow statutory rules, safety rules and in spite of giving notice he does not improve.
- **d)** Any other reason due to which company thinks it fit to terminate the contract.
- e) In the event of the termination of the contract in part/ full the company can get the work completed from any other agency/ departmentally at the risk and cost of the contractor.
- 1.22 **Arbitration Clause:** The parties to the contract at the first instance shall endeavor to settle by mutual discussion all the questions of disputes or differences arising out of, or relating thereto, or in connection with this contract. In the event of failure of settlement, the aggrieved party with prior written permission of other party, shall refer the unresolved dispute(s) or differences(s) to the Chairman-cum-Managing Director of the HEC Limited (CMD / HEC) for adjudication by a Sole Arbitrator to be appointed with mutual consent by CMD / HEC. The Sole Arbitrator shall adjudicate the matter 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 ex- employee, superannuated before 3 years from the services of HEC Ltd. If the Sole Arbitrator for any reason, whatsoever, becomes unable to proceed with the arbitration, the CMD / HEC with mutual consent of both the parties, shall appoint his successor arbitrator who may proceed with the reference from the stage it was left by his predecessor or subject to the provisions of the Act. The venue of the Arbitration proceeding shall be at Ranchi in the State of Jharkhand alone.

The other provisions of Arbitration and Conciliation Act, 1996 shall be applicable (as amended from time to time) especially the provisions of Schedule V and Schedule VII and sections 6, 11(2), 12(5) should be considered during the appointment of Sole Arbitrator.

**JURISDICTION OF COURT:** For any or all types of disputes arising out of the contract, the exclusive jurisdiction of the Court(s) shall be at Ranchi in the State of Jharkhand alone.

#### 1.23 General Conditions of contract for work contract of HEC Ltd.

The contract will be governed by General conditions of contract for work contract of HEC Ltd., which is available in the website of the company for downloading by the interested tenderer.

N	n	t	Δ	•	
ıv	u	Ľ		_	١

## **Heavy Engineering Corporation Limited**

(A Govt. of India Enterprise)
Heavy Machine Building Plant
WORKS CONTRACT (INSIDE PLANT)

- 1. As per the govt. Guidelines it is to be specified clearly in your offer whether your firm is registered with SSI/NSIC/MSME and also confirm whether the firm is owned by SC/ST Entrepreneurs or not.
- 2. Pl. provide UAM/UDYAM no to avail Facilities of MSME.
- 3. Please get registered your firm with HEC Ltd.

(DGM/ACD/HBMP) For & On Behalf of HECL



# (A Govt. of India Enterprise) Heavy Machine Building Plant WORKS CONTRACT (INSIDE PLANT)

Tender No. ACD/HMB/21/WC/2162-6282

Annexure - 1		

Dtd: 09/10/2021

To,

The DGM / ACD/HMBP HMBP, Ranchi- 834 004

Dear Sir,

I have gone through the Tender Document and I submit my offer for doing the work as specified in the tender. I give following technical details to carry out the work:-

- Number of persons proposed to be engaged.
   (With details like trade, experience, qualification etc.)
- 2. Number of equipments to be brought inside HMBP with details :
- 3. Other tools and tackles to be brought inside HMBP: .....
- 4. Details of D.D. submitted as E.M.D.:.....
- 5. Details of DD Non refundable towards the cost of Tender Document/ application Fee:.....
- 6. Details of other documents enclosed with the offer are as below:

SI.No.	Description	Remark
1	Supporting documents regarding having similar nature of	(Yes / No)
	work experience in shot blasting and painting work.	
2	Sufficient qualified manpower detail to complete blasting	(Yes/No)
	and painting operation of 150MT per month.	
3	Labour License copy	(Yes / No)



# (A Govt. of India Enterprise) Heavy Machine Building Plant WORKS CONTRACT (INSIDE PLANT)

4	PAN No. of IT deptt. in the name of the firm	(Yes / No)
5	GST Registration No./ Certificate	(Yes / No)
6	ESIC Registration No./Certificate	(Yes / No)
7	EPF Code Number / Certificate	(Yes / No)
8	Documents regarding Legal status of the contractor as per	(Yes / No)
	NIT cl no 1.4 (e)	
9.	Details of Registration with specified agencies/HEC	(Yes / No)
10.	Validity of offer 90 days	(Yes / No)
11.	Contact person Name:	
	Contact number:	
	Email:	

Date:	(Signature of Tenderer)
	With official Seal



# (A Govt. of India Enterprise) Heavy Machine Building Plant WORKS CONTRACT (INSIDE PLANT)

Tender N	No. ACD/HMB/21/WC/	2162-6282	Dtd: 09/10/2021
		Annexure - 2	
	ne DGM /ACD/HMBP MBP, Ranchi- 834 004		
			Document and the following ds to be amended as below:-
SI.No.	Clause No.	Amendment proposed	
Date:			
		(S	ignature of Tenderer) With official Seal

**Note:** If any new clause is to be incorporated then that may be mentioned in this annexure. If no amendment is proposed or no new clause is to be incorporated then the tenderer should write NIL.



(A Govt. of India Enterprise)
Heavy Machine Building Plant
WORKS CONTRACT (INSIDE PLANT)

Tender No. ACD/HMB/21/WC/2162-6282

Dtd: 09/10/2021

#### Annexure – 3

**PART-II (Price Bid)** 

The tenderer shall upload the digitally signed Schedule of price bid in the form of BOQ.xls

Bidders may please note, the schedule of quantities is attached in the portal. The same (BOQ) shall be downloaded and be filled in the editable (un protected) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, name of the bidder etc.

NOTE: All cells (un protected cell) have to be filled by the bidder. Basic value, tax rate must be filled in the respective cell, no cell to be kept empty.

NOTE: L-1 shall be decided on package basis i.e. total combined quoted value for all items.

## **Heavy Engineering Corporation Limited**

(A Govt. of India Enterprise)
Heavy Machine Building Plant
WORKS CONTRACT (INSIDE PLANT)

#### Annexure - 4

## Format for **BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

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

NO.	Dated:
TO ANCILLARY & CONTRACT DEPARTMENT MATERIAL MANAGEMENT DIVISION HEAVY MACHINE BUILDING PLANT HEAVY ENGINEERING CORPORATION LTD. RANCHI-834004, JHARKHAND INDIA	
Dear Sirs,	
In consideration of your agreeing to accept the Earnest money deposit o (Rs) furnishable to you by M/s	
Referred to As Contractor) In terms of the Enquiry No	·
	e in the Manner , having covenant and (Rs
you or that may be caused to or suffered by you by reason of any breach the part of the contractor of any of the terms and conditions contain contract and in the event the Contractor shall make any default or default any of the works under the said contract or otherwise in the contract of any of the terms and conditions relating thereto in according to the terms and conditions relating thereto in according to the terms and conditions relating thereto in according to the terms and conditions relating thereto in according to the terms and conditions relating thereto in according to the terms and conditions relating thereto in according to the terms and conditions relating thereto in according to the terms and conditions relating thereto in according to the terms and conditions relating thereto in according to the terms and conditions relating thereto in according to the terms and conditions relating thereto in according to the terms and conditions relating thereto in according to the terms and conditions relating thereto in according to the terms and conditions relating thereto in according to the terms and conditions relating thereto in according to the terms and conditions relating thereto in according to the terms and conditions relating the terms and conditions relating the terms and the terms are the terms a	or breaches on ned in the said Jults in carrying Observance and Tdance with the

## **Heavy Engineering Corporation Limited**

(A Govt. of India Enterprise)
Heavy Machine Building Plant
WORKS CONTRACT (INSIDE PLANT)

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. Not withstanding 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.
- 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).

### **Heavy Engineering Corporation Limited**

# (A Govt. of India Enterprise) Heavy Machine Building Plant WORKS CONTRACT (INSIDE PLANT)

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 uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any Amalgamation or absorption thereof or therewith but will ensure for the benefit 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.

### **Heavy Engineering Corporation Limited**

(A Govt. of India Enterprise)
Heavy Machine Building Plant
WORKS CONTRACT (INSIDE PLANT)

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**

(A Govt. of India Enterprise)
Heavy Machine Building Plant
WORKS CONTRACT (INSIDE PLANT)

#### **Annexure-5**

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

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

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

#### REGISTRATION

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

#### SEARCHING FOR TENDER DOCUMENTS

i) There are various search options built in the CPP Portal, to facilitate bidders to

### **Heavy Engineering Corporation Limited**

# (A Govt. of India Enterprise) Heavy Machine Building Plant WORKS CONTRACT (INSIDE PLANT)

search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

- once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### PREPARATION OF BIDS

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of
  - each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while

### **Heavy Engineering Corporation Limited**

# (A Govt. of India Enterprise) Heavy Machine Building Plant WORKS CONTRACT (INSIDE PLANT)

submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

#### **SUBMISSION OF BIDS**

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by as specified in the tender documents. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- vi) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the

## **Heavy Engineering Corporation Limited**

# (A Govt. of India Enterprise) Heavy Machine Building Plant WORKS CONTRACT (INSIDE PLANT)

bidders, opening of bids etc. The bidders should follow this time during bid submission.

- vii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 **CPP Portal** Helpdesk.

Note: For any query related to registration and processing on the Portal please visit FAQ available at



(A Govt. of India Enterprise)
Heavy Machine Building Plant
WORKS CONTRACT (INSIDE PLANT)

https://etenders.gov.in/eprocure/app?page=FAQFrontEnd&service=page

You may call the Helpdesk. The 24 x 7 Help Desk Numbers are 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787

E-Mail: support-eproc@nic.in

\*\*\*