



HEAVY ENGINEERING CORPORATION LIMITED

PROJECT DIVISION

PURCHASE DEPTT.

Open Tender

Tender Enquiry No. : HEC/PROJ/PUR/MADHUBAND/133

Dated 16.11.2021

Dear Sir,

We request you to submit your most competitive offer for the following items as per the given schedule.

Enquiry Schedule:

SI No.	Description	Unit of Measure	Qty	Remarks
1.	The Scope of Supply shall include "supply of Magnetite Powder (Size 300 mesh with Max 1% oversize having magnetic content more than 90%) at Madhuband NLW Coal Washery Plant in the vicinity of existing Madhuband Washery of BCCL in Block-II area, P.O. Nudkhurkee, Dist. Dhanbad, Jharkhand – 828307	MT	As per TS of NIT	Specification shall be exactly in line with Enclosure-II (Technical specification)

Schedule of tender receipt of Offer: : As mentioned at www.etenders.gov.in

Schedule of tender opening of

Techno-commercial bid:

: As mentioned at www.etenders.gov.in

Price Bid opening date

: Will be intimated later through E-tender Portal only.

Tender is available on our website in e-procurement section i.e. <https://etenders.gov.in/e procure/app> . Approved Bidders may go through the tender document. 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/e procure/app>), on or before the due date and time for submission of bid.

EMD/Tender fee to be submitted and sealed in separate envelop superscribed Tender No. & Due date of offer submission.

Thanking you,

(Pradip Kumar)

Sr.Manager /Purchase/PROJECT DIVISION

Heavy Engineering Corporation Limited HMBP ADM. BUILDING

(ANNEXE) DHURWA, RANCHI 834004

Ph.06512401266/240056 Fax. : 0651 – 2401533

E-mail: projectpurchase@hecltd.com



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INSTRUCTIONS TO TENDERER (ITT)

All bidders are requested to go through the all parts of Tender Document very carefully in detail before submitting the offer.

- 1.0 Offer has to be submitted only online at E-tender Portal: www.etenders.gov.in. Offers submitted in Hard copy shall not be considered, however tender Cost, Earnest Money Deposit (Original Demand Draft/bank Guarantee) may be submitted to us in hard copy. Scan copy of tender Cost & EMD to be uploaded in part-1 of offer i.e techno-commercial bid.
- 2.0 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 are attached in **annexure-3**. No registration fee would be charged from the bidders.

NOTE:

- i. Please note that there is no provision to take out the list of parties downloading the tender document from the above referred web site. As such, tenderers are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.
- ii. No separate intimation in respect of corrigendum to this NIT(if any) will be sent to tenderers who have down loaded the documents from website. Please see website i.e.,<http://www.hecltd.com> or <http://www.etenders.gov.in>
- iii. HEC reserves the right to extend / change the schedule of any activity by intimating the bidders through a notification on the e-tender portal only.

The Following two covers shall be submitted through online CPP - portal by the bidders. Last date and time of submission of bids (cover I, II) is as per given dates. **No other modes of bid submission is acceptable.**

Cover – I: - Containing techno-commercial bid and Technical Specification (As per ITT, Enclosure-I (Commercial terms & Conditions) and Enclosure-II (Technical Specification))

Scan copy of documents to be uploaded required as per Annex- 1 – Proof of Tender Fee submission document (DD/BG/NEFT/RTGS), SSI/NSIC/MSME certificate (for exemption of tender fee) and other relevant documentary evidence (PO copy, performance certificate etc.)

3.0 Cover - II: Price Bid (BoQ)

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.*

4.0 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, the bidder will



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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).

5.0 Tender Fee of Rs. 750/- in the form of Demand Draft in favour of Heavy Engineering Corporation Ltd., payable at Ranchi.

a) Tenders not accompanied with Tender Fee shall be liable for rejection.

Exemption of Tender Fee shall be applicable on submission of valid SSI/NSIC/MSME certificate and as per prevailing govt guidelines. SSI/NSIC/MSME Certificate to be uploaded in Techno Commercial Part 1.

6.0 Earnest Money Deposit – The offers submitted shall be considered valid only when scan copy of EMD document .The scan copy of EMD document in form of DD/BG/Receipt of NEFT/RTGS have to be uploaded with the Techno- Commercial bid (Part 1) only.

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 uploaded in Techno Commercial Part 1 . EMD detail as per the details mentioned below

- a. The Bidder shall submit EMD of **Rs.1,50,000/-** in the form of Bank Guarantee (in prescribed enclosed Proforma at *annexure-4*) / Bank Draft in favour of Heavy Engineering Corporation Limited, Ranchi from a Nationalised Bank / Scheduled Indian Bank.
- b. The validity of the Bank Guarantee shall be for a period of 120 days beyond the validity of the Bid.
- c. Tenders not accompanied with EMD shall be liable for rejection

The original EMD in form of DD/BG/Receipt of NEFT/RTGS should be reached us though courier or in person before the opening date of tender to following address:

To , I/C /Purchase
PROJECT DIVISION
HMBP ADM. BUILDING (ANNEXE)
DHURWA, RANCHI- 834004
Fax. No. 0651-24015
Ph. No. 0651-2401266 / 2400562

Refund of EMD: The Earnest Money will be retained in the case of successful tenderer. The Earnest Money deposited by the successful bidder will be refunded on receipt of required Security Deposit from the bidder. EMD of the unsuccessful tenderers shall be refunded immediately after finalization of the tender. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender.

Tender Fee and EMD exemption is applicable to MSMEs subject to conditions given below:

- i. MSMEs participating in the tender must submit valid & authorized copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarized copy of the DIC certificate. The MSME's Bidder to note and ensure that nature of services and goods/items manufactured



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mentioned in MSME's certificate matches with the nature of the services and goods /items to be supplied as per Tender.

- ii. Traders / resellers / distributors / authorized agents will not be considered for availing benefits under Public Procurement policy 2012 for MSMEs as per MSME guidelines issued by MoMSME.
- iii. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- iv. The MSMEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
- v. Where any aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

7.0 Examination of Terms & Conditions- Technical Evaluation

Any bidder seeking benefit/preference under MSME / Make in India or any other policy/scheme of the Government of India, which is currently in force MUST at the time of bidding itself enclose all relevant documents / certificates etc. for claiming such benefits. The bidder must also clearly highlight the provisions of the policy and the kind of benefit being sought by it for which it meets the conditions for claiming such benefits. It may be noted that no other benefit / preference / concessions which is beyond the scope of the policy or the bidder's entitlement under the policy shall be given / considered by us. If the bidder fails to claim such benefit and/or fail to submit necessary documents/certificates in support of its claim at the time of bidding itself, its claim shall not be entertained at a later stage in the bidding process and no opportunity shall be provided to it to submit any document / certificate.

7.1 Evaluation and comparison of bids

The bids shall be evaluated on the basis of final landed cost which shall be arrived as under and as per format given in BOQ of e-Tender:

For Goods manufactured within India

i)	The price of the goods quoted Ex-works
ii)	GST which will be payable on the goods if the contract is awarded.
iii)	The charges for inland transportation, insurance and other local services required for delivering the goods at the desired destination as specified in the BOQ.
iv)	The installation, commissioning and training charges including any incidental services, if any, as given in Scope of Works of NIT
v)	Deviation to NIT payment terms.

The comparison between the offers shall be made on FOR destination on Landed cost basis.

Price preference to Local suppliers as per Make in India procurement policy of Govt. of India and Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020 and 16/09/2020.

A. Eligibility of 'Class-I local supplier', 'Class-II local supplier' and 'Non-local supplier'

- i. Only Class-I local suppliers are eligible to participate in tender if there is sufficient local capacity and local competition irrespective of the purchase value. L1 bidder amongst Class-I local suppliers shall be awarded contract subject meeting other requirements as



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per tender.

- ii. In procurement of all goods or services not covered above, with the estimated value of purchases less than Rs. 200 Crore, only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid.

B. Estimated value of procurement of tendered goods is below Rs. 200 Crore and it is not a Global Tender:

i. Tendered goods are not divisible in nature, the following procedure shall be followed to evaluate L1 and award of contract:

- a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.
- b. If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- c. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

For more clarity in this regard, following table is furnished:

Quantity of Tendered goods	Price quoted by Local suppliers	Finalization of tender
Cannot be Split	L1 is Class-I local supplier	Full Order on Class-I Local supplier
Cannot be Split	Not L1 but Class-I local supplier within L1+20%	Full Order on Class-I Local supplier subject to matching L1 price

Definitions of terms applicable to this clause

'Local content ' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I Local supplier' means a supplier or service provider whose goods or services offered for procurement, has local content equal to or more than 50% .

'Class-II local supplier' means a supplier or service provider, whose goods or services offered for procurement, has local content equal to or more than 20% but less than 50%.

'Non-Local supplier' means a supplier or service provider, whose goods or services offered for procurement, has local content less than or equal to 20%.

'L1' means the lowest tender or lowest bid or the lowest quotation received in this tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation .

'Margin of purchase preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference.



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C. Verification of local content

- i. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. (Annexure-5)
- ii. In cases of procurement for a value in excess of 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- iii. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.
- iv. A supplier who has been debarred by any procuring entity for violation of the order of the Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017- PP (BE-II) dated 04th June, 2020 shall not be eligible for preference under the said order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed in the order of the Department for Promotion of Industry and Internal Trade (DPIIT) order No. P- 45021/2/2017-PP (BE-II) dated 04th June, 2020.

D. "Class-II local supplier" will NOT get purchase preference in any procurement.

- 8.0** THIS IS TO INFORM TO ALL BIDDERS THAT AS PER OM No. F. No. 6/ 18/ 2019 - PPD dated 23.07.2020 ISSUED BY MINISTRY OF FINANCE, DEPARTMENT OF EXPENDITURE, PUBLIC PROCUREMENT DIVISION. ANY BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA WILL BE ELIGIBLE TO BID IN ANY PROCUREMENT WHETHER OF GOODS, SERVICES (INCLUDING TURNKEY PROJECTS) ONLY IF THE BIDDER IS REGISTERED WITH COMPETENT AUTHORITY, WHICH IS SPECIFIED IN ABOVE REFERRED ORDER OF MINISTRY OF FINANCE.

All the clauses of Order No. F. No. 6/ 18/ 2019 - PPD dated 23.07.2020 issued by Ministry of finance (dept of Expenditure) shall be applicable against the tender. The same is available at website <https://doe.gov.in/procurement-policy-divisions>)

9.0 PERIOD OF VALIDITY OF TENDER

Unless otherwise specified, the Tenderer shall keep his tender valid initially for a period of 180 days from the due date of opening of the tender.

10.0 LANGUAGE

The Tender shall be submitted in English language.

11.0 NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER



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The Tenderer whose Tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of Tenders, even though HEC Ltd may decide to withdraw the Invitation of Tender.

12.0 INCOME TAX / SALES TAX CLEARANCE CERTIFICATE / PAN

The Tenderer shall furnish the Income Tax Clearance Certificate, Sales Tax Clearance Certificate and copy of PAN with the tender duly countersigned by the respective officer under the seal of the office. Failure to produce the requisite certificate with tender, their quotation is liable to be rejected.

13.0 CONFIDENTIALITY

Tenderer shall note that all data /specifications enclosed with Tender document is confidential. Tenderer shall keep all data/drawings in strict confidence and shall not copy or pass on any of the Tender papers etc. to any third party. Tenderer shall return the Tender documents along with the Tender.

14.0 NOTICES ON BEHALF OF HEC LTD

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

15.0 PURCHASER's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

16.0 DOCUMENTS REQUIRED WITH TECHNICAL BID

Three purchase order copies for supply of same material for similar application in Coal Washery To be submitted by the bidder along with Technical bid.

17.0 General conditions of the contract:

Unless otherwise specified in the Terms & Conditions above, this order shall be governed by General conditions of contract of purchase of HEC Ltd, which is available in the web site of HEC.(www.hecltd.com):

Note:-

- 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 WOMEN Entrepreneurs or not.**
- 2. PI. provide UAM no to avail Facilities of MSME.**
- 3. Please get registered your firm with HEC Ltd.**



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Annexure – 1

PART – I

(To be filled by the bidder and to be uploaded along with techno-commercial bid)

Quotation No.....

SI No.	Requisite		Remark
1	Three purchase order copies for supply of same material for similar application in Coal Washery	Enclosed /Not enclosed	
2	Submission of the offer with signed and stamped copy of annexure-A,B & C of commercial Terms & conditions and Enclosure-2 of Technical specification.	Upload the relevant documents	
3	Class of the bidder (Class-I / Class-II/ Non-Local supplier) must be specified in line with procurement policy of Govt. of India and Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020 & 16.09.2020	Class-I / Class-II/ Non-Local supplier	
4	Declaration of local content as per annexure -5 (Mandatorily to be enclosed)	Enclosed/ Not Enclosed.	
5	Declaration as per annexure-6	Enclosed/ Not Enclosed.	
6	Tender Cost(Rs. 750.00) and EMD(Rs.1,50,000/-)	Yes / No (In case yes, then upload scan copy of DD/BG/Online receipt)	
7	F.O.R. Madhuband NLW Washery Site , BCCL , Dhanbad (As per clause 1 of Terms & condition)	Yes / No	
8	Payment Term (As per clause 6 of Terms & condition)	Yes / No (In case your answer is No, then please mention your term)	
9	Delivery Term (As per clause 5 of Terms & condition)	Yes / No (In case your answer is No, then please mention your term)	
10	Validity (one hundred and eighty (180) days from the due date of opening of the tender.)	Yes / No	
11	L.D. Clause (As per clause 9 of Terms & conditions)	Yes / No	
12	Guarantee Clause (As per clause 7 of Terms & conditions)	Yes / No	
13	Performance Bank Guarantee (As per clause 8 of Terms & conditions)	Yes / No	
14	Security Deposit (As per clause 8 of Terms & conditions)	Yes / No	
15	GST	Yes / No, Applicable GST (%).....	
16	Inspection (As per clause 4 of Terms & conditions)	Yes / No	
17	Whether Other Terms & Condition/Note etc. mentioned in the tender enquiry is acceptable to the tenderer	Yes / No	
18	GCC of HEC to be Accepted	Yes / No	

(Signature of Tenderer with seal)



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**Annexure - 2
PART-II (Price Bid i.e Annexure-D)**

1. The tenderer shall upload the digitally signed Schedule of price bid in the form of BOQ.xls
2. Bidders may please note, the schedule of quantities is attached in the portal. The same (BOQ) shall be downloaded and to be filled in the editable (un protected) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, name of the bidder etc.
3. Bidders to note that the price as per the offer is strictly to be mentioned under Part-II of Price bid and not to be disclosed in any manner under techno-commercial bid Part-I ,In case price of the bidder is disclosed under techno-commercial bid Part-I , the offer of the firm will be summarily rejected.



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Annexure -3

Instructions for Online Bid Submission

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

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

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- (ii) In case of any clarification please contact our executive, before the schedule time of the submission of bid. Contact Person:- **Shri BABLOO SONI-9471312543**
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) 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.
- (v) 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.
- (vi) 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.*
- (vii) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

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



case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

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

SUBMISSION OF BIDS

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



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

ASSISTANCE TO BIDDERS

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.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 **CPP Portal** Helpdesk.

Note: For any query related to registration and processing on the Portal please visit FAQ available at <https://etenders.gov.in/eprocure/app?page=FAQFrontEnd&service=page>

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

E-Mail: support-eproc@nic.in

Or

You may call to our service provider, :06512400562,06512401266

E-Mail: : projectpurchase@hecltd.com



HEAVY ENGINEERING CORPORATION LIMITED

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Annexure 4

BANK GUARANTEE PROFORMA FOR EARNEST MONEY DEPOSIT

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

To:

Heavy Engineering Corporation Limited
Ranchi-834004

WHEREAS _____ [*name and address of Tenderer*] (hereinafter called "the Tenderer")

shall be submitting its Tender dated _____ [*date of the Tender*] for the work. [*name of the work*] (hereinafter called "the Tender").

KNOW ALL MEN by these present that we, _____ [*name of the bank*] of [*name of the country*] _____ having our registered office at [*address of the bank*] (hereinafter called "the bank"), are bound unto the Heavy Engineering Corporation Limited, P.O. Dhurwa, Dist. Ranchi (Jharkhand) (hereinafter called "the Purchaser") for the sum of [*amount of the Guarantee in words and figures*] for which payment well and truly to be made to the said Purchaser the Bank binds itself, his successors and assigns by these presents. SEALED with the Common Seal of the said bank this _____ day of 200_.

THE CONDITION of this obligation are :

1. If the Tenderer withdraws its Tender during the period of Tender Validity specified by the Purchaser on the Tender form ; or
2. If the Tenderer withdraws having been notified of the acceptance of its Tender by the Purchaser during the period of Tender Validity :
 - (a) Fails or refuses to execute the Contract Agreement when required ; or
 - (b) Fails or refuses to furnish the Security-cum-Performance Guarantee Security (if any) in accordance with the Tender conditions.

We, _____ [*name of the bank*] undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing the occurrence of 1 or both of the 2 (a) or (b) specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including the date and any demand in respect thereof should reach the Bank not later than the date of expiry of this guarantee.

For and on behalf of the Bank.

Signature

Name

Designation

Common Seal of Bank

	HEAVY ENGINEERING CORPORATION LIMITED
	PROJECT DIVISION

Annexure – 5

Local Content Declaration

Date:

To,

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

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

Ref: HEC NIT Ref. HEC/PROJ/PUR/MADHUBAND/133 Dated 16.11.2021

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

Sl. No.	Description	Local Content (in %)	Location details at which local value addition is made (Factory address)
1	Items covered under scope of supply & service of Enclosure-II (Technical Specification)		

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

For M/s

Authorized Signatory
(with company seal & Name)

Note :

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



HEAVY ENGINEERING CORPORATION LIMITED

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Annexure – 6

Declaration

Date:

To,

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

Sub: Certificate AS PER OM No. F. No. 6/ 18/ 2019 - PPD dated 23.07.2020 ISSUED BY
MINISTRY OF FINANCE, DEPARTMENT OF EXPENDITURE, PUBLIC PROCUREMENT
DIVISION

Ref: HEC NIT Ref. HEC/PROJ/PUR/MADHUBAND/133 Dated 16.11.2021

“I/ We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/ We certify that bidder M/s. _____ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. _____ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender.” [Where applicable, evidence of valid registration by the competent authority must be attached]

For & Behalf of M/s

Authorized Signatory
(with company seal & Name)



HEAVY ENGINEERING CORPORATION LIMITED

PROJECT DIVISION

ENCLOSURE - I

COMMERCIAL TERMS AND CONDITIONS

DEFINITIONS :

EMPLOYER	Madhuband NLW Washery / Bharat Coking Coal Ltd. (BCCL)
PURCHASER	Heavy Engineering Corporation Limited
SUPPLIER	Successful Bidder
ITT	Instructions to Tenderer
Start-up	Refer Technical Specification (Enclosure- II)
Trial Operation	Refer Technical Specification (Enclosure- II)
Performance & Guarantee Test	Refer Technical Specification (Enclosure- II)
Site Engineer	Engineer In charge of Employer
Store/Site	Store/Site shall be the Store/Site of the Employer at Madhuband NLW Washery / Bharat Coking Coal Ltd. (BCCL), Dhanbad

1.0 SCOPE OF SUPPLY / WORK & SERVICES :

1.1 The scope of supply is to manufacture and deliver the total equipment/ materials / items in full and good condition as given in technical specification (enclosed at "Enclosure-II") FOR Site basis within Madhuband NLW Washery / Bharat Coking Coal Ltd. (BCCL) located in Madhuband, Distt. : Dhanbad (Jharkhand)

The scope includes, inter alia, all auxiliary and ancillary related activities such as procurement of all inputs, raw materials, bought-out components and consumables (whichever is applicable as per TS of NIT) including testing and inspection, painting, safe & secure packing, handling and transportation of finished equipment/ materials duly inspected and accepted by PURCHASER/representative of Employer/Consultant till safe delivery in Purchaser's Store at Project Site

Any scope of supplies which is not specifically mentioned in this order but materially required for the completion of the supplies and/or for safe, trouble free normal operation shall be supplied free of cost to the Purchaser/Employer unless, expressly excluded in this order.

1.2 The approval by the Purchaser at any stage for any supplies by the supplier/supplier's sub-suppliers shall not relieve the supplier of his obligations under this order.

2.0 PRICE BASIS

2.1 FOR SUPPLIES:

2.1.1 Prices shall be firm till execution of order in full. No escalation will be admissible and granted on any account under any circumstances. Price schedule is mentioned in attached BOQ(Price bid format i.e Annexure-D).

2.1.2 The Prices are for the entire Scope of the Facilities ,chemicals as per TS of required till commissioning of the facilities.

2.1.3 The Prices are inclusive of all Taxes, Duties and freight upto site store. Price shall comprise of Basic Price, GST, freight, as may be applicable and prevailing on Base Date of the Purchase order.

2.1.4 The payment of duties, taxes, levies, etc., will be reimbursed (on actual) against documentary evidence to be produced by the Supplier, subject to a ceiling indicated in Price Schedule of the P.O. In no case the reimbursement towards duties and taxes,



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etc., shall exceed the amount indicated in price schedule of the P.O. towards duties, taxes, levies, etc. except on account of variation in Taxes & Duties.

3.0 **TAXES & DUTIES**

3.1 **FOR SUPPLY**

- a) GST on finished items are included in the purchase order price. GST on finished items shall be paid at the rates prevailing at the time of delivery period or purchase order delivery period, whichever is earlier and will be limited to taxes actually paid by the Supplier subject to a maximum value declared in their Bid. GST shall not be paid on the intermediate products, components, assemblies, raw materials etc. purchased by the Supplier.
- b) Any revised imposition of taxes/duties on the finished items within the purchase order delivery period will be reimbursed by PURCHASER against documentary evidence. Similarly, if any of existing taxes are reduced or abolished, PURCHASER shall be entitled to get the resultant benefit in full.
- c) Original copy of the GST Invoice as duty paying document (i.e., Buyer's Copy of GST Invoice) shall be furnished by Supplier for claiming GST on the finished items. In addition to the above, the Supplier shall furnish a certificate to the effect that no refund of GST has been obtained or claimed except credit under GST Rule . In case any refund is obtained in future by the Supplier, the same shall be immediately passed on to PURCHASER in full.
- d) Duplicate copy of the GST Invoice (i.e., Transporter's Copy) shall be sent along with Transporter and it should be ensured that the transporter's copy of GST invoice is handed over to Site/Stores of EMPLOYER/PURCHASER, along with the consignment. Documentary evidence shall be furnished by the Supplier regarding receipt of Transporter Copy of invoice at site stores of EMPLOYER/PURCHASER.
- e) GST Invoice should be Drawn in favor of EMPLOYER as per the details indicated in the dispatch instructions. PURCHASER shall not reimburse GST in case GST Invoice is not drawn as stated in the dispatch instruction. GST Invoice should contain all the particulars as per Latest Notification issued by Central Board of Excise and Customs / other concerned authorities.
- f) GST No. of HEC: 20AAACH4534P3ZL
- g) Statutory deductions shall be made as per Govt. Rules.

3.2 **Way Bills (If Required)**

Road permit will be required in Jharkhand State for transportation of equipment/ materials. The waybill for transportation of materials shall be arranged by supplier / Supplier's transporter.

4.0 INSPECTION: Inspection and testing to be carried out as per approved QAP by HEC/BCCL/Authorized Agency. Firm to submit inspection call with all relevant documents as per approved QAP well within delivery schedule.

5.0 DELIVERY –Delivery of full ordered quantity shall be as below:

- a. Delivery of full ordered quantity shall may be taken in part lots/ Single lot depending on HEC's Site requirement.
- b. QAP is to be submitted by the firm within 7 days from issuance of P.O. Inspection call to be submitted within 5 days from QAP approval/Intimation by HEC.
- c. Delivery of 1st lot shall be made within 15 days from the date of Dispatch clearance .



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- d. Remaining quantity in lots (Each Lot) shall be delivered by the firm within 10 days from the date of intimation by HEC /Dispatch clearance whichever is later & firm to submit inspection call within 5 days of Intimation from HEC.
- e. Lot size shall be provided at the time of PO placement /after PO placement.

6.0 **TERMS OF PAYMENT**

Subject to any deduction, which PURCHASER may be authorized to make under the Purchase order, the Purchase order Price shall be payable as follows :

A)

90% of the basic price including P&F charges along with full taxes and freight within 60 days from date of receipt of materials at site and submission of following complete and correct documents in five (1 original + 4 copies) Sets at HEC, Ranchi after receipt of items at Site Stores of EMPLOYER/PURCHASER. Supplier ensures that dispatches are made and GST Invoices are raised strictly as per the order.

- i) Five (5) copies (1 original + 4 copies) of GST invoice duly signed by the Supplier.
- ii) Challan/Lorry Receipt received by Employer's Material Receiving Department/ Stores/ Site.
- iii) Packing list duly signed by the Supplier.
- iv) Copy of E-way bill/s .
- v) Copy of intimation to Insurance Company for Transit Insurance as per Clause no.10.0
- vi) Original of the transporter's freight payment certificate.
- vii) Test certificates / Certificate of Analysis
- viii) Inspection certificates/Dispatch Clearance, issued by the Engineer of HEC/ Consultant for manufactured items.
- ix) Certificate from the Supplier to the effect that contents in each case are neither more nor less than those entered in the invoice and packing list and quality of the goods is guaranteed and as per the relevant specification.
- x) Guarantee Certificate as per clause no 7.
- xi) GST-R1 (GST Return Copy)

B) Balance 10% of the basic price shall be paid at the end of guarantee period (24 months from the date of last receipt) or within **360 days** from the date of receipt of last consignment at Site Store whichever is earlier on submission of performance Bank Guarantee of equivalent amount valid till guarantee period.

Note:

1. In case there is deviation in payment terms against NIT Payment terms , credit for no. of days will be taken into consideration, while arriving at Landed cost of material to decide L-1 firm. Interest @ 12.05% per annum will be loaded while calculating the Landed cost.
2. For payment all the processing charges by the bank shall be on account of the firm.



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3. **Payment as mentioned above will be made after receipt of material , by l/c(Fin), Project division, HEC Ltd., Ranchi – 834004 through RTGS on submission of Mandate Form duly signed by Bank.**

7.0 **GUARANTEE:**

The equipment/ materials /materials must carry a guarantee against faulty materials, faulty design, defective and bad workmanship for a period of 12 months from the date of Performance and Guarantee Test or 24 months from the date of receipt of last consignment at site store whichever is earlier. Any defects noticed during the guarantee period will have to be replaced by the supplier free of cost and replacement of parts/materials will also have a similar guarantee. A Guarantee Certificate must be provided at the time of delivery.

8.0 **BANK GUARANTEES**

8.1 **Security Bank Guarantee & Performance Bank Guarantee (as per Annexure – E)**

The Supplier shall, within 15 (fifteen) days after the date of Purchase Order as specified, provide a Security Bank Guarantee (as per Annexure-E hereof) for the due performance of the contract an amount equivalent to 10% of the Total basic Price as indicated in the Price Schedule in the same currency or currencies valid till completion of supply which will be converted into performance Bank Guarantee valid till guarantee period.

8.2 **Claims under Security (Bank Guarantee)**

If the Purchaser considers itself entitled to any claim under any Bank Guarantee, it shall so notify the Supplier by registered/speed post, specifying the default of the Supplier upon which claim is based and it shall require the Supplier to remedy the same. If the Supplier fails to remedy or to take steps to remedy the same within fourteen days of receipt of such notice, then the Purchaser shall be entitled to invoke Security BG/PBG.

9.0 **LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**

Time and date stipulated in the Purchase Order for completion of delivery of equipment/ materials /item shall be deemed to be the essence of the Purchase order. The Supplier shall complete the delivery of the equipment/ materials /item in accordance with the schedule stipulated in the Purchase Order. If, however, the supplier fails to fulfill the delivery in accordance with the time schedule, or within such extended time schedule as may be further granted to the supplier, the supplier shall be liable to pay as liquidated damages, a sum of 1/2% of the final purchase order basic price (as defined under clause 2) per week of delay or part thereof, and such liquidated damages shall be limited to a maximum ceiling of 10 % of the final total basic price (as defined under clause 2)

For the purpose of this clause delivery date shall mean the date on which the said goods are delivered to Site Stores of EMPLOYER/PURCHASER. Delivery at site shall be completed within 15 days from the date of issue of despatch clearance/inspection certificate/way bill whichever is applicable. The supplier shall provide the necessary proof as to the delivery of equipment/ materials /item concerned for this purpose.

PURCHASER may recover the liquidated damages payable by the supplier from any amount due to him or which may subsequently become due to him under this or any other purchase order.

10.0 **TRANSIT INSURANCE**

Shall be covered under Marine-cum-Erection & Commissioning (MCE) policy taken by us. The policy No. and detail address of the Insurance Company will be intimated to the supplier before despatch. Supplier shall have to furnish full despatch details to the



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Insurance Company with the copy to this office immediately after dispatching the materials.

11.0 MODE OF DESPATCH

For the consignments to be dispatched by Road in Drums/tankers, the supplier shall ensure that the following are observed by them:

- i) All dispatches must be effected only on receipt of written despatch clearance from PURCHASER.
- ii) Supplier shall despatch all the materials **consigned to Project Officer, Madhuband NLW Washery, P.O. Nudkhurkee, Distt: Dhanbad (Jharkhand) Account : HEAVY ENGINEERING CORPORATION LIMITED**
- iii) Identify and obtain the correct type of trucks/trailers, keeping in view the nature of consignments to be dispatched.
- iv) Care shall be taken to avoid damages during transit to ensure that all packages are firmly secured.
- ii) All consignments dispatched by truck/trailor shall be consigned on door delivery basis (Full or part lorry load). No. transshipment is allowed.
- vi) The transporter must be approved by Bank Association.
- iii) In case any other mode of transport has to be restored other than that mentioned in the Purchase Order, the same should be done only after obtaining prior approval in writing from the Purchaser. By allowing such transportation no increase in freight charges shall be allowed and in case there is decrease, the actual shall be payable to the supplier

12.0 PACKING, FORWARDING AND SHIPMENT

- a) The Supplier, wherever applicable, shall after proper painting, pack and crate all equipment/ materials in such a manner as to protect them from deterioration and damage during rail and road transportation to the site and storage at the site till the time of erection. The Supplier shall be held responsible for all damages due to improper packing. The supplier shall be liable to deliver the material at the destination as per specification. Any damage during transit shall be sole responsibility of the supplier. In case of damage, the material shall be liable to be rejected and supplier shall replace the same and lift the rejected material within time at their risk and cost.
- b) The Supplier shall notify the Purchaser of the date of each shipment from his works, and the expected date of arrival at the site for the information.
- c) The Supplier shall also give all shipping information concerning the weight, size and content of each packing including any other information the Purchaser may require.
- d) The Supplier shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment despatched to site. The Supplier shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works upto the safe delivery at site store,

13.0 DEMURRAGE, WHARF-AGE, ETC.

All demurrage, wharf-age and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Supplier.

14.0 FORCE MAJEURE



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- A)** Force majeure is herein defined as any cause which is beyond the control of the Supplier or Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the purchase order, such as:
- (a) natural phenomena, including but not limited to floods, draughts, earthquakes and epidemics:
 - (b) acts of any government, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes,

Provided either party shall within fifteen (15) days from the date of occurrence of such a cause notify the other in writing of such causes.

- B)** The bidding document will clearly state that
- (a) The Supplier will advise, in the event of his having resort to this clause by a registered letter duly certified by the local chamber of commerce or statutory authorities, the beginning and end of the cause of delay, within fifteen days of the occurrence and cessation of such force majeure condition. In the event of delay lasting over two months, arising out of force majeure, the purchase order may be terminated at the discretion of the purchaser.
 - (b) For delays arising out of Force Majeure, the Supplier will not claim extension in completion date for a period exceeding the period of delay attributed to causes of Force Majeure and neither EMPLOYER nor PURCHASER shall be liable to pay extra costs (like increase in rates, remobilization advance, idle charges for labour, machinery etc.).
 - (c) If any of the Force Majeure conditions exists in the place of operation of the Supplier even at the time of submission of the bid he will categorically specify them in the bid and state whether they have been taken into consideration in their quotations.
- C)** The Supplier or the Purchaser shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above. The date of completion will, subject to hereinafter provided, be extended by a reasonable time even though such cause may occur after Supplier's performance of his obligations has been delayed for other causes.

15.0 **DELETED.**

16.0 **MARKING OF EQUIPMENT/ MATERIALS:**

The supplied materials must be marked with some identification no. for traceability & record purpose.

17.0 **NOTIFICATION OF DESPATCH:**

Each and every despatch should be notified immediately after despatch giving the relevant particulars like Truck No., Challan No. with date, C/Note No., Name of the transporter with their full address, date of despatch etc. to the following through telex/telegram/fax :

a)	Project Manager(I/c) HEC Ltd., Madhuband NLW Washery, HEC Ltd.,Ranchi- 834004
b)	Sr.MANAGER(Purchase), Project Division



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HMBP Adm. Bldg. Annexe, HEC Ltd., Ranchi- 834004

18.0 **PAYING AUTHORITY**

Payment as mentioned above will be made by DGM (I/C, Finance), **Project Division, HEC Ltd., Ranchi 834 004.**

19.0 **PROGRESS REPORT:**

Progress of delivery/inspection must be given to the officer who has signed the purchase order, on the 15th and 30th of each month during currency of delivery period. Where delivery period is crossed by the supplier, he has to take approval of buyer in writing before dispatch.

20.0 **SUBLETTING AND ASSIGNMENT:**

The supplier shall not, have without the previous consent in writing of the purchasers, sublet, transfer or assign the purchase order or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. Provided nevertheless that any such consent shall not relieve the supplier from any obligation, duty or responsibility under the purchase order.

21.0 **CHANGE IN A FIRM:**

Where the supplier 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 as an exception) of a written undertaking by the new partner to perform the purchase order and accept all liabilities incurred by the firm under the purchase order prior to the date of such undertaking.

22.0 **CONSEQUENCE OF BREACH:**

Should the supplier or a partner in the supplier firm commit breach of either of the clauses (20) and (21) of this commercial terms and conditions, it shall be lawful for the purchaser to cancel the purchase order and purchase or authorize the purchase of the stores at the risk and cost of the supplier firm and that even the provisions of Clause (9) shall, as far as applicable, apply.

The decision of Heavy Engineering Corporation Limited as to any matter or thing concerning or arising out of this clause or any question whether the supplier or any partner of the supplier firm has committed a breach of any of the conditions in this clause contained shall be final and binding on the supplier.

23.0 **CONSIGNEE:**

Site in charge, Madhuband NLW Washery, HEC Ltd , PO Nudkharkee, Distt. Dhanbad, State: Jharkhand, PIN: 828307
GST No. of HEC: 20AAACH4534P3ZL

And bill to HEC Ltd , Project Division , Ranchi ,Jharkhand , GST No. of HEC: 20AAACH4534P3ZL

24.0 **DELETED**

25.0 **DELETED.**



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26.0 **Q.A. PLAN :** Approved QAP and inspection procedure by Project Officer/Madhuband NLW Washery/BCCL shall apply.

27.0 **WEIGHT OF EQUIPMENT/ MATERIALS**

Weight of equipment/ materials must be intimated to the purchaser before effecting delivery.

28.0 **DELETED.**

29.0 **FORMAT AND NAME PLATE**

All the Specifications/data sheet should be prepared in the format and nameplates with document No. out of allotted document Nos. to be given to the supplier at the time of placement of order.

30.0 **DRAWING, DOCUMENTS & MANUALS**

Will be furnished as per Technical Specification(Refer Enclosure-II).

31.0 **DELETED.**

32.0 **UNIT RATES**

Unit rates of various supply item which may be required during execution of this package will remain firm till execution of the order.

33.0 **DELETED.**

34.0 **DELETED**

35.0 **REJECTION**

If the stores supplied are not to specifications/samples or in accordance with order and are rejected, the same will be removed by supplier at supplier's own risk and cost within 21 days of the date of intimation of rejection by Inspection Deptt/Stores Deptt/Purchase Deptt. If no instruction are received from supplier with regard to mode of despatch, purchaser/employer shall be free and reserve the right to return the rejected materials at supplier's risk and cost and to recover entire freight and other incidentals incurred by PURCHASER. Such rejected stores will be kept in our go down/site for 21 days from the date of intimation to supplier and thereafter those remain at supplier's risk and cost. The purchaser shall also be entitled to recover ground rent/demurrage charges on the rejected stores after expiry of free time mentioned above.

36.0 **SPECIAL INSTRUCTION (DESPATCH MARK/IDENTIFICATION MARK)**

The following markings are to be done on each package

a)	From	
b)	For	Project Officer, Madhuband NLW Washery, P.O. Nudkharkee, Distt: Dhanbad (Jharkhand) Account : HEAVY ENGINEERING CORPORATION LIMITED
c)	Case No.	The case no. shall be written in the form of a fraction the numerator of which shall be serial number of the case and the denominator representing the total number of cases.



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d)	Order No.	
e)	Net Weight	
f)	Gross Weight	

37.0 LEGALITY AND DISPUTE SETTLEMENT :

- a) This order/purchase order shall be governed by and interpreted according to the relevant laws of India with jurisdiction of courts at Ranchi.
- b) Any dispute that may arise between the parties out of or in-connection with this order/purchase order or for the breach thereof, shall be settled amicably and in good faith by negotiations between the designated executives of the parties, at the first instance.
- c) In the event, the parties fail to resolve the disputes or differences arising out of or in connection with the order/purchase order or execution thereof through amicable settlement, the same shall be referred to settlement through "adjudication" of the same by the Sole Arbitrator appointed by PURCHASER. Such arbitration shall proceed as per the provisions of Arbitration and Conciliation Act, 1996 and /or amended from time to time.
- d) The arbitration shall be governed by and in accordance with the Arbitration and Conciliation Act, 1996 for adjudication of the disputes and differences including claims and counter-claims of the parties. The award rendered shall be final and binding upon both the parties.
- e) The venue of arbitration shall be normally at Ranchi only, unless and until agreed otherwise by the parties.
- f) The courts at Ranchi in the State of Jharkhand shall have the exclusive jurisdiction in respect of all the disputes arising out of this contract.

38.0 OTHER TERMS AND CONDITIONS

Other terms and conditions which are not mentioned above shall be as per General Terms and Conditions of Contract of the Corporation which can be downloaded from our website www.hecltd.com.

39.0 MATERIAL'S SHELF LIFE:

The Supplied materials must be freshly manufactured & the left over shelf life of each item at the time of delivery must be at least 80%.

40.0 MATERIAL SAFETY DATA SHEET

The material supplied by the firm must be accompanied with MSDS. The said chemicals should be environment friendly and there should not be any adverse effect on Usage/handling of materials on environment/ human beings.

Enclosures:

1. Form of Tender (Annexure-A)
2. No Dispute Certificate (Annexure –B)
3. Check List for acceptance/ confirmation of commercial terms & conditions (Annexure-C)
4. Proforma for Security / Performance Bank Guarantee (Annexure-E)



HEAVY ENGINEERING CORPORATION LIMITED

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Annexure-A

FORMS OF TENDER

Sub : TENDER No. _____

To,

SR.MANAGER/PURCHASE
PROJECT DIVISION, HEC LTD RANCHI-4

Dear Sir,

We offer to execute the Supply described above in accordance with the Conditions of Contract accompanying the Tender Document issued to us.

This tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you received.

We hereby confirm that this tender complies with the tender validity and tender security required by the tender documents.

Yours faithfully

Authorised Signature :

Name and Title of the Signatory :

Name of Tenderer :

Address :

Date :

(To be filled by the tenderer)



HEAVY ENGINEERING CORPORATION LIMITED

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Annexure-B

NO DISPUTE CERTIFICATE

Sub : TENDER FOR THE WORK(SUPPLY)_____

To,

SR. MANAGER /PURCHASE & CC
Project Division/HEC
HMBP Adm. Building(Annexe)
Dhurwa, Ranchi -834 004, Jharkhand

Dear Sir,

We hereby declare that there is no dispute with Heavy Engineering Ltd., Ranchi on date.

Yours faithfully

Authorised Signature :

Name and Title of the Signatory :

Name of Tenderer :

Address :

Date :

(To be filled by the tenderer)



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ANNEXURE – C

Sh 1 of 2

CHECK LIST FOR ACCEPTANCE / CONFIRMATION OF COMMERCIAL TERMS & CONDITIONS

Please confirm your acceptance of following Clauses of Commercial Terms & Conditions :-

CLAUSE No.	PARTICULARS	ACCEPTANCE / CONFIRMATION OF TENDERER (YES / NO)	REMARKS
1.0	SCOPE OF SUPPLY		
2.0	PRICE BASIS		
3.0	TAXES & DUTIES		
4.0	INSPECTION		
5.0	DELIVERY		
6.0	TERMS OF PAYMENT		
7.0	GUARANTEE		
8.0	BANK GUARANTEES		
9.0	LIQUIDATED DAMAGES DUE TO DELAY IN COMPLETION		
10.0	TRANSIT INSURANCE		
11.0	MODE OF DESPATCH		
12.0	PACKING, FORWARDING AND SHIPMENT		
13.0	DEMURRAGE, WHARF-AGE, ETC.		
14.0	FORCE MAJEURE		
16.0	MARKING OF EQUIPMENT/ MATERIALS		
17.0	NOTIFICATION OF DESPATCH		
18.0	PAYING AUTHORITY		
19.0	PROGRESS REPORT		
20.0	SUBLETTING AND ASSIGNMENT		
21.0	CHANGE IN A FIRM		
22.0	CONSEQUENCE OF BREACH		
23.0	CONSIGNEE		
26.0	Q.A. PLAN		
27.0	WEIGHT OF EQUIPMENT/ MATERIALS		
29.0	FORMAT AND NAME PLATE		
30.0	DRAWING, DOCUMENTS & MANUALS		
32.0	UNIT RATES		

**HEAVY ENGINEERING CORPORATION LIMITED****PROJECT DIVISION****ANNEXURE – C**
Sh 2 of 2**CHECK LIST FOR ACCEPTANCE / CONFIRMATION OF COMMERCIAL TERMS & CONDITIONS**

Please confirm your acceptance of following Clauses of Commercial Terms & Conditions :-

CLAUSE No.	PARTICULARS	ACCEPTANCE / CONFIRMATION OF TENDERER (YES / NO)	REMARKS
35.0	REJECTION		
36.0	SPECIAL INSTRUCTION (DESPATCH MARK / IDENTIFICATION MARK)		
37.0	LEGALITY AND DISPUTE SETTLEMENT		
38.0	OTHER TERMS AND CONDITIONS		
39.0	MATERIAL'S SHELF LIFE		
40.0	MATERIAL SAFETY DATA SHEET		



HEAVY ENGINEERING CORPORATION LIMITED

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ANNEXURE - E

SECURITY / PERFORMANCE BANK GUARANTEE
(To be executed on Non-Judicial Stamp Paper of appropriate value)
(TO BE ISSUED BY ANY NATIONALISED/ SCHEDULED BANK
AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

..... **(Name of the Bank)**

Address.....

Guarantee No.

A/c Messrs **(Name of Contractor)**

Date of Expiry

Limit to liability (**currency & amount**) .

Contract No.

For **(Name of Facilities)**

Subject:..... Performance Bank Guarantee.

Date 201.

To
Heavy Engineering Corporation Limited
P.O. Dhurwa, Dist. Ranchi, Pin - 834 004, (Jharkhand)

Dear Sir,

We refer to the Contract Agreement / Purchase Order (hereinafter called the "Contract") Reference No..... Dated between you and M/s. **(Name of the Contractor)** (hereinafter called the "Contractor") for the design, civil, manufacture, supply of plant & equipment/ materials , refractories and structures, storage, insurance & handling, erection, testing, commissioning and performance guarantee tests of .. . **(Name of the Facilities)** **(strikeout whichever is not applicable).**

In consideration of the Heavy Engineering Corporation Limited, having its Registered office at Plant Plaza Road, P.O. Dhurwa, Ranchi - 834004 (hereinafter called to as the "Purchaser" which expression shall unless repugnant to the context or meaning thereof, include all successors, administrators and assigns) having awarded to _____ *[Name & Address of the supplier]* (hereinafter called to as "Contractor" which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) the work _____ *[Name of the Work]* by issue of Letter of Award No. _____ *[Letter of Intent No.]* and the same having been unequivocally accepted by the Contractor resulting into a Purchase Order No. _____ dated _____ valued at _____ *[value of P. O.]* (hereinafter called 'the Contract') and the Purchaser having agreed to accept Performance Bank Guarantee of ____ *[indicate figure]*% of



HEAVY ENGINEERING CORPORATION LIMITED

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the Contract Sum _____ [*amount in figures and words*) from a Nationalized/Scheduled Bank for due performance of the work executed by the Contractor as per the terms & conditions contained in the said Contract.

We, _____ [*name of the Bank*], of _____ [*address of the Bank*] (hereinafter called to as "Bank" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Purchaser immediately on demand and or, all money payable by the Contractor to the extent of _____ [*amount of guarantee in figures and words*], at any time from _____ to _____ without any demur, reservation, recourse, contest or protest and/or without any reference to the Contractor. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable as per the terms & conditions contained in the said Contract.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time, to extend the validity of time of Performance of the Contract by the Contractor. The Purchaser shall have the fullest liberty without affecting this Guarantee, to postpone, from time to time, the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear or to enforce any covenants contained or implied in the Contract, between the Purchaser and the Contractor or any other course or remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to matter aforesaid or any of them or by reason of any other act of forbearance or other acts of omission or commission on the part of the Purchaser or any other indulgence shown by the Purchaser or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the Purchaser at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor in first instance, without proceeding against the Contractor and notwithstanding any security or other Guarantee that the Purchaser may have in relation to the Contractor's liabilities.

This Bank Guarantee shall be operable at State Bank of India, Commercial Branch, MECON Campus, Doranda, Ranchi.

Dated this _____ day of _____ at _____

For and on behalf of the Bank.

Signature _____

Name _____

Designation _____

Common Seal of Bank _____



HEAVY ENGINEERING CORPORATION LIMITED

PROJECT DIVISION

Enclosure-II

Technical Specification

The Scope of Supply is as below:

SI No.	Description of the Stores with detailed Specification	Unit of Measure	Qty
1	Magnetite Powder (Size 300 mesh with Max 1% oversize having magnetic content more than 90%)	MT	466