



OPEN TENDER NOTICE

Tender No. HMB/PA/24/WC/OTE-178

Dtd 20.04.2024

Tender No. HMB/PA/24/WC/OTE -178 Dated: 20.04.2024 for "Open Tender Enquiry for awarding works contract for "Fabrication work for 1615 MT inside HMBP Plant" is available on our website in e-procurement section i.e. <https://etenders.gov.in/eprocure/app>. 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 <https://etenders.gov.in/eprocure/app>.

Bid submission end date 04.05.2024 (upto 5 PM)

Techno-commercial Bid Opening date 06.05.2024 (at 10 AM)

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-9**. No registration fee would be charged from the bidders.

Bidders are required to upload the bid along with all supporting documents including priced part (BoQ) only on the e-tendering website (<https://etenders.gov.in/eprocure/app>), on or before the due date and time for submission of bid.

NOTE:

Any Future changes/notifications including extension of bid due date, pertaining to this tender will be published/hosted only on HEC's website (www.hecltd.com) & CPP Portal (www.etenders.gov.in) only.

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.



INSTRUCTION TO BIDDERS

1	Tender Reference no	HMB/PA/24/WC/OTE-178, Dtd 20.04.2024
2	Description of work	Fabrication work inside HMBP Plant, Qty 1615MT
3	Cost of Tender Document / Application Fee Non refundable	Rs 8850.00 in form of DD in favor of Heavy Engineering Corporation Limited, Ranchi
4	Mode of tender	E tender with e price bid (at www.etenders.gov.in)
5	Type of tender	Two bid system- Techno-commercial Bid and Price Bid
6	Tender issuing authority	Sri B Kashyap Mgr / I/c P & A / HMBP Heavy Engineering Corporation limited, Plant Plaza Road, Dhurwa, Ranchi – 834004 Mob-9471358521
7	Contact person for submission of Bid	Sri Lavakush Contract Cell / FFP Heavy Engineering Corporation limited, Plant Plaza Road, Dhurwa, Ranchi – 834004
8	Date from tender available at www.hecltd.com and www.etenders.gov.in	20.04.2024
9	Start of online submission of online tender	20.04.2024
10	Last date of submission of online tender	04.05.2024 upto 5 PM
11	Closing date of receipt of original copy of EMD and Tender document fee (Application fee)	Within 1 week from the date of opening of techno-commercial bid.
12	Earnest Money Deposit (to be submitted in the form of DD / BG	Rs 7,50,000/- in favor of Heavy Engineering Corporation Limited, payable at Ranchi
13	Validity of Bid	90 days from opening of techno-commercial bid.
14	Validity of Contract Period	6 months from the date of issue of work order to successful bidder.
15	Due date and time for the online opening of Price bid of techno-commercially suitable bidders	Will be intimated through e-tender Portal
16	Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened on the next working day at same time	

Bidders are required to upload the bid along with all supporting documents including price part (Financial Bid / BOQ) only on the e-tendering website (<http://etenders.gov.in/eprocure/app>) on or before the due date and time for submission of bid.



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

- i. Cost of Tender Paper / Application Fee (downloaded from website) **Rs.7500/- + 18% GST = Rs 8850.00** (Rupees Eight thousand Eight Hundred Fifty Only) by DD in favour of Heavy Engineering Corporation Limited. Payable at Ranchi.
- ii. Earnest Money **Rs 7,50,000/-**(Rupees Seven Lakh Fifty Thousand) only by DD or BG (Bank guarantee) in favour of Heavy Engineering Corporation Limited payable at Ranchi. Separate DDs should be deposited for EMD& Cost of Tender Paper.
- iii. Documents listed at Paragraph II(A) &(B) of NIT.
- iv. Annexure 1,2,3,4,5,6,7 & 8 duly filled and signed.
- v. Tender document (HEC's NIT) duly stamped and signed.
- vi. Copy of Permanent Account Number (PAN) in the name of the firm/proprietor of company.
- vii. Copy of GST registration certificate.
- viii. Tender document (all other relevant documents as required)

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.*

Bid Opening Process is as below:-

Cover-I: Techno-commercial 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 bidder (contractors / firms) found to be fulfilling the qualifying requirements and techno-commercial criteria shall be intimated through portal. (Depending on Cover-I evaluation any changes in the date shall be intimated through e-tendering portal).



Tender No. HMB/PA/24/WC/OTE 178 ,

Dated-20.04.2024

Sub: Open Tender Enquiry for awarding works contract for “Fabrication work inside HMBP Plant”

Online Tenders through www.etender.gov.in is invited from the eligible tenderers for awarding works contract for “Fabrication work inside HMBP Plant”. The details of the tender are given below:

(I) Introduction:

- a) Heavy Engineering Corporation Limited, Ranchi has been established in the year 1958 as one of the largest Integrated Engineering Complex in India. HMBP, HMTTP & FFP are the three Plants of HEC. It manufactures and supplies capital equipments, machineries, spares and renders project execution required for core sector industries.
- b) **E tender is invited from the eligible Bidders for the said works HMBP Plant.** The details of the tender are given below:

(II) Pre-qualification criteria: The pre-qualification criteria for this tender is given in the Table below:

SI No	Criteria	Value in Lakh
1	Average annual financial turnover of three years (FY 20-21, 21-22 & 22-23), should be at least the amount given in value column. (PI attach documents). As per clause III, 1 (e).	121.09
2	Experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which tender is invited should be one of the following (such works must had commenced within the aforesaid period of seven years) :	
	a) three similar completed works each costing not less than OR	161.45
	b) two similar completed works each costing not less than OR	201.82
	c) one similar completed work each costing not less than	322.91

Note – The definition of similar works shall be: fabrication work of Steel Plant equipment, mining equipment, Mobile Launching Pedestal, EOT Cranes, Pressure Vessels etc which involves cutting, fitment, welding , grinding etc of plates, angle, channels, beams, brackets etc.

(III) Evaluation criteria of Bids :

1. The Bidder shall submit the following documents for evaluation of their Techno-commercial Bids:
 - a) Tenderer’s profile (refer Annexure 5 given hereinafter). Supporting document w.r.t. tenderer status is to be submitted by tenderer.
 - b) Declaration / Discloser of relationship (refer Annexure-6 given hereinafter)
 - c) Application Fee / cost of Tender Documents
 - d) Earnest Money Deposit (EMD).



HEAVY ENGINEERING CORPORATION LIMITED (HEC)

(A Government of India Enterprise)

Plant Plaza Road, Dhurwa-834004, Ranchi, Jharkhand

- e) Requisite documents for proof of fulfillment of Pre-qualification criteria mentioned at para (II) above, i.e.
- i) Annual Income Tax Returns pertaining to the required financial years. Audited balance sheet and P & L statement of three years (20-21, 21-22 & 22-23).
 - ii) Certified copy of work-orders and their completion certificates.
 - iii) Documentary evidence in support to fulfill minimum technical qualifying criteria.
- f) Copy of Goods & Services Tax Registration No. (GSTIN), etc.
- g) Copy of PAN Card related to Income Tax.
- h) Details of Plant and equipment available with the tenderer for using in this work shall be furnished duly notarized.
- i) A self declaration is to furnished for deployment of below mentioned minimum requirement of machines for the said fabrication works in the event of award of order.

1. MIG Welding M/c 400-500 amp – Qty 24 Nos
2. MAG Welding M/c 400-500 amp – Qty 12 Nos
3. Gauging M/c 600 amp – Qty 04 Nos
4. TIG Welding M/c , Qty 01 Nos
5. PUG M/c – Qty 06 Nos
6. Portable Drill M/c – Qty 02 Nos
7. Grinding M/c - Qty 06 Nos
8. Heating and cutting facilities as per requirement.
9. Manpower should have necessary qualifying certificates
10. Any other machine / facilities, manpower required to do the work as per customer requirement to complete the job. Bidder should confirm to provide.

2. Other conditions:

- a) The Bidding Firms/Individuals shall categorically mention their own Provident Fund (PF)code number allotted by Regional Provident Fund Commissioner (RPFC) and submit a copy of registration certificate issued under Employee's Provident Fund and Miscellaneous Provisions Act 1952.
- b) The Bidding Firms/Individuals shall categorically mention their ESIC (Employee State Insurance Corporation) Registration number allotted by ESIC and submit a copy of registration certificate issued under the Employee's State Insurance Act,1948.
- c) Bidding Firms/Individuals shall submit a copy of their GST Registration Certificate.
- d) In respect of existing running Contracts, the tenderer shall submit a copy of Valid Labour License issued by the office of Regional/Asstt Labour Commissioner (Govt of India), under section12 of Contract Labour (Regulation and Abolition) Act1970 as amended from time to time.
- e) A copy of Partnership deed/Memorandum of Association /Registration of organization is to be submitted, if applicable.



- f) **Work Experience:** The tenderer have to submit a List of Work-orders executed with completion certificate rendering similar services [as defined above in paragraph(II)(A)(2)] with details in the format given below. The tenderer will also enclose therewith copies (Self certified/attested) of all such listed work orders & Performance Certificates issued by the Principal Employer for the respective periods mentioned in the work orders. Format for submitting the details of work-experience

Sl. No	Name & Address of the Establishment	Value of Work order	Period of Contract	No of workmen deployed by the Contractor in the	Types of Services provided

3. Corporation reserve the right to ask for any document in original which may be required for evaluation/ Clarification/Verification of the techno-commercial bid.
4. Submission of any document after opening of bid shall not be allowed unless asked for in writing.
5. Copy of NIT duly signed and stamped by tenderer is to be submitted as acceptance of all terms and conditions as per NIT. Any deviation in NIT terms is to be mentioned clearly in Annexure 3 only.
6. Conditional offer in techno-commercial bid will be liable for rejection.
7. Conditional offer in price bid shall be straight away rejected.
8. For evaluation of techno-commercial/ price bid and for execution of contract, the Corporation shall be guided by the General Conditions of Contract of HEC as in force at that point of time.
9. Requirement and mode of depositing Non-Refundable Application Fee (Cost of tender paper)
The Application Fee (non-refundable) is **Rs.7500/- + 18% GST = Rs 8850.00** only, which is payable in the form of a Demand Draft (DD) issued by any schedule bank drawn in favour of "Heavy Engineering Corporation Ltd" payable at Ranchi . The Bidder shall download Tender Documents from our website www.hecltd.com (Central Public Procurement Portal www.etenders.gov.in).
10. Requirement and mode of depositing Earnest Money (EMD)
 - a) The Earnest money payable is **Rs 7,50,000/-**only, which is payable in the form of Demand Draft or Bank Guarantee issued by any schedule bank drawn in favour of "Heavy Engineering Corporation Limited", Payable at Ranchi.
 - b) No interest shall be payable on Earnest Money deposit.
 - c) Earnest Money of the unsuccessful bidders will be refunded after finalization of the contract on receiving a written request from the bidders within maximum 15 days.
 - d) If the successful bidder fails to execute the contract agreement, then the Earnest Money amount will be forfeited.



11. Exemption in submission of Cost of tender paper (Application fee) and EMD
The registered MSME / SSI / NSIC bidders will be exempted from deposition of application fee (cost of tender paper) and EMD on submission of valid documents as per prevailing Govt Rule.

Original copy of both Cost of tender paper (DD) and EMD (DD or BG) is to be submitted by the tenderer to the office of under signed within maximum 1 week from the date of tender opening date. Scan copy of above documents is to be uploaded at web portal www.etenders.gov.in during submission of offer only.

Without submission of above documents as mentioned above, the offer shall be rejected.

(IV) Date, time and Place of submission of Tender Bids

1. The tender bids shall be submitted in two parts at the CPP portal (www.etenders.gov.in):

COVER- I Techno-commercial Bid	COVER – II titled Price Bid
Documents: a) Reference of Application Fee b) Reference of Earnest Money Deposit c) Documents listed at paragraph II (A) &(B) d) Annexure 1,2,3,4,5,6,7 & 8 duly filled and signed. e) Tender documents duly signed by the Bidder with date & seal on each page f) Copy of Permanent Account Number (PAN) in the name of the company/proprietor of the firm. g) Copy of GST registration certificate. h) Tender document (all other relevant documents as required)	Price Bid as per BOQ

2. The tender without application fee and earnest money or valid exemption documents as per clause no 11 above shall be rejected.

(V) Date, time and Place of opening of bids

Techno-commercial Bid will be opened on **06.05.2023** at **10 AM** at CPP portal www.etenders.gov.in

(VI) Duration of contract :

The contract will be for a **period of 6 months the date of issuance of the Work Order.**



(VII) Description of Works and Special Terms of contract

1. Scope of work: (Detailed scope of work as per Annexure 1)

The job is to be carried out under the scope of these specifications is broadly as under:

- 1.1. Fabrication is to be carried out. Plate thickness involved in job is 8 mm , 10 mm, 12 mm, 25 mm, 32 mm , 50 mm , 80 mm, 100 mm , 120 mm etc. Major activities / operations involved like plate cutting, fitting, welding, RCC, grinding, back gauging, drilling etc. Job involved weld joint geometry like single 'V', Double 'V', 'J' type. Major welding process like GMAW (90%) , SWAW (10%). Weld joint testing involved 90 % DPT, 30% UT, 10% RT Method of total weld joint as per approved QAP.

2. Contractor's Responsibility

- 2.1. Appropriately skilled Manpower Supply
- 2.2. Welding M/c of suitable specification & accessories with all necessary equipments.
- 2.3. Gas Cutting m/c, Grinding m/c, Drilling m/cetc whichever required for fabrication.
- 2.4. Consumables (DA Gas, Oxygen Gas, LPG, Co2 Gas, Electrodes ,MIG/MAG wire ...etc)
- 2.5. Any other machine/facilities required to do the work as per customer requirement to complete job.
- 2.6. The contractor will avail the inputs(Raw material, i.e., Plates, Angles, Channels, Slabs, Rounds, Pipes etc. required for Fabrication) provided by the company. The coordination with concerned agency is the responsibility of the contractor.
- 2.7. Register is to be maintained depicting raw material issued, received and utilized by the contractor. The same should be duly signed jointly by representative of executing shop and contractor.
- 2.8. Input materials are to be cut or processed as per HEC drawing. Contractor shall be liable for any damage of inputs caused due to his fault.
- 2.9. The contractor will be responsible for keeping all the machine tools & surrounding areas clean from slag and scrap, etc. The debris will be collected at one place specified for it.
- 2.10. Statutory rules like PF deduction, group insurance, bonus etc. for the man power employed by contractor is to be followed and paid by Contractor.
- 2.11. Contractors who have been awarded works contracts should have EPF code number. In case the contractor has his own EPF Code given by RPF, then in that case he should deposit the contribution of his workmen against their UAN no every month and will submit a copy of the challan in this regards along with his bills to the concerned finance deptt.



- 2.12. Safety rules to be followed and safety appliance and PPE as per Industrial Safety Norms of HEC is to be provided by the contractor.
- 2.13. Contractor has to ensure that the workers engaged by him are paid in accordance with latest minimum wages act of the Government. Minimum wage are taken as per HEC Order No Hq/IR/CLA/1/2011-145 Dt 27.07.2011 and Dearness Allowance Order dt 05.07.2023.
Rate of Minimum Wages will be decided based on the Appropriate Government in respect of HEC for schedule employment under Minimum Wages Act, 1948. Changes in minimum wages and Variable Dearness Allowance is to be effected from time to time based on notification in this regard issued by HEC. In case decrease in Minimum Wages due to decrease in VDA, the higher minimum wages last paid shall be protected.
- 2.14. The sample breakup of the wages to be rendered under contract is as under

SI	Items	Category-I for work comp-SI. No1	Category-II for work comp-SI. No2	Category-III for work comp-SI. No3	Category-IV A for work comp-SI. No4	Category-IV B for work comp-SI. No5	Category-V B for work comp- SI. No6
		Unskilled	Semi Skilled	Skilled	Highly Skilled (A)	Highly Skilled (B)	Super Skilled
	Total Min. wages & VDA per day	562.21	599.97	616.75	683.88	738.42	765.69

3. Facilities to be provided by HEC

- 3.1. Space and drawings for Fabrication.
- 3.2. Raw material, i.e., Plates, Angles, Channels, Slabs, Rounds, Pipes etc. required for Fabrication.
- 3.3. Free supply of power & available EOT Crane.
- 3.4. Stress relieving, Bending and Press operation (wherever required) will be done by HEC.
- 3.5. All necessary documents such as test reports, test certificates, test curves, stress relieving charts, radio graphic films and other non-destructive tests, copies of the welding procedure, welder qualification certificates and other documents in support of adherence to Quality plan shall be furnished to the Inspection agency. The Quality Assurance document consisting of certified copies of all of the above complied sequentially by the bidder shall be submitted to HECL.
- 3.6. HEC will allow the contractor and his men inside the work premises 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 / Holidays for only after



prior instructions of executing authority duly approved by Plant Head of HMBP with intimation to Manager/P&A /HMBP.

4. QUALITY PLAN, INSPECTION AND CLEARANCES

- 4.1. The APPROVED Quality Plan shall be provided by HECL and the same shall be followed by the bidder. Adherence to the QAP is mandatory and any deviation shall call for rejection and no additional cost shall payable for the rework.
- 4.2. **Inspection** will be done by QCA or his authorized representative. When the tests have been satisfactorily completed at the HECL workshop, the Inspection Agency shall issue a certificate to that effect. .

5. PAYMENT TERMS -

- 5.1. The payment will be made on approved drawing weight basis (Prorata basis). Contractor can claim payment for the value of work done on per Ton basis after applicable statutory and contractual deductions.
- 5.2. **90% payment with 100% GST of the fabricated material** on pro-rata basis shall be payable on handing over of the fabricated material at HMBP/HECL work/site.
- 5.3. 10% will be payable after controlled assembly at HMBP/HEC works.
- 5.4. Payment will be made within 60 days after submission of appropriate invoice along with all other required supporting documents to HECL as per clause no 21.
- 5.5. The RA bills shall be verified by the Executing Authority only upon the receipt of Inspection certificate from HECL.
- 5.6. The final bill is to be submitted along with all necessary documents as per clause no 21 including material accounting statement.

6. SECURITY DEPOSIT (SD) & PERFORMANCE BANK GUARANTEE (PBG)

- 6.1. A retention amount (SD) of 10% (of RA Bill) shall be deducted from each RA Bill subject to maximum of 10% of the total contract value. The security deposit will be refunded within 14 days time of issue of completion / erection certificate against the request of the contractor and no claim certificate from the respective engineer/ executing department. In the event of non execution of the contract or withdrawal before expiry of the validity period the security deposit will be forfeited.
- 6.2. Security deposit will be converted to **Performance Guarantee** after completion of work. Payment of the retained money (SD) can be made on submission of Bank Guarantee for equivalent amount (format of PBG will be provided if required). The PBG shall be valid till Guarantee period. The performance guarantee will be refunded within 14 days time of issue of successful completion of performance against the request of the contractor and submission of no claim certificate from the respective engineer/ executing department.



7. COMPLETION PERIOD

- 7.1. Total fabrication of structural steel as per scope of work to be completed by **6 Months (Six Month)** from Date of Award of Contract.
- 7.2. Contractor shall give an average output of 269 MT by weight per month with minimum 200 MT Per Month. In case less input is made available to contractor then the contractor shall give output equivalent to the input (within 30 days time from handover of input).
- 7.3. Fabrication schedule / sequence shall be furnished by bidder before start of fabrication job and same shall be approved by HECL as per site erection sequence. HECL has right to change this fabrication schedule at any stage as and when required for timely completion of job.

8. CONTRACT EXTENSION

- 8.1. If the completion of job as detailed in the specification gets delayed beyond the end of contract period then depending on the balance job left out, HECL at its discretion may / may not extend the contract. If the delay in completion of work within time is attributed to HEC (only), then extension of contract period without imposition of LD may be considered.
- 8.2. A joint program shall be drawn for the job to be completed during the extended contract period. Review of the program and record of shortfall as described earlier shall be done during the extended period.
- 8.3. The part of extension attributable to the bidder, if any, in total contract extension shall be exhausted first i.e., immediately after end of contract period. This shall be followed by the extension on account of force majeure conditions, if any, and lastly on account of HECL.
- 8.4. Any other service, although not specifically called for but required for a contract of the size and nature indicated in the specification.

9. Taxes and duties applicable:

- 9.1. All taxes excluding GST (as specified elsewhere in the tender) but including Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the job and for execution of the contract shall be borne by successful bidder and shall not be payable extra by HECL. Any increase of above at any stage during execution of contract, including extension of the contract shall have to be borne by successful bidder. Bidder's quoted/accepted rates/price shall be inclusive of all such requirements.
- 9.2. GST along with Cess (as applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by HECL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.
- 9.3. TDS shall be deducted as applicable.



10. **PRICE VARIATION CLAUSE (PVC):** PVC is not applicable for this contract
11. **ORC (OVER RUN COMPENSATION):** ORC is not applicable for this contract.
12. **GUARANTEE PERIOD**
 - 12.1. The bidder shall warrant that the fabrications comply fully with the drawings and other technical conditions specified by HECL. If the fabrications are found defective/mismatch owing to faulty supply/workmanship/incomplete job within a period of Eighteen months from the date of dispatch (i.e hand over to executing authority after successful completion of controlled assembly) or twelve months from the date of erection, whichever is earlier, of last consignment, the bidder shall do the necessary repair/rework/rectification or replace the defective items free of cost (including repair materials). In case bidder fails to repair the defective items or replace the defective items within the time specified by HECL, HECL may proceed to undertake the repairs of such defective jobs at bidder's risk and cost without prejudice to any other rights and recover the same from SD/PBG/ other dues.
13. **LIQUIDATED DAMAGES (LD)**
 - 13.1. Contractor shall give an average output of 269 MT by weight per month with minimum 200 MT Per Month. In case less input is made available to contractor then the contractor shall give output equivalent to the input (within 30 days time from handover of input). LD shall be 0.5% of basic value of undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total Contract value (i.e. excluding elements of taxes). For this purpose, the period of delay shall be the delay attributable to the Fabricator for the completion of job as per contract. Contract value for this purpose, shall be the final executed value exclusive of Extra Works, Supplementary/Additional Items. In case of LD recovery, the applicable GST shall be recoverable from the supplier.
14. **COORDINATION SERVICES**

As part of the overall project management activity, the bidder shall be responsible for proper engineering and coordination activities during various phases of execution of the contract. The bidder shall deploy one Supervisor with whom HECL will interact on all matters on coordination between HECL and the contactors. The supervisor shall be the single point contact person on behalf of the bidder and shall be responsible for overall co ordination.
15. **VARIATION CLAUSE:**

Weight of the fabricated Material shall be derived from the approved drawings only. Total contract tonnage may vary with Plus (+) or Minus (-) 20% of the indicated volume.



16. START OF WORK:

The successful bidder shall start the work after getting Award of Contract in consultation with Executing authority for taking possession of working area in the shop within 1 week.

17. VALIDITY OF CONTRACT

This contract will be valid for Six Months from the date of issue of Award of Contract, however the contract can be further extended on mutual agreement as per HECL Policy.

18. EXECUTING AUTHORITY

I/c Shop/HMBP or his representative will be the Executing Authority of this contract and Contractor after award of work has to take all necessary instruction from him.

19. MEASUREMENT OF WORK

Measurement of work done shall be on the basis of Weight duly certified by executing authority.

20. PAYING AUTHORITY

I/c (Finance)/HMBP shall be the paying authority.

21. SUBMISSION OF BILLS

Contractor has to submit his bills in triplicate along with following documents to I/c P & A duly verified by Executing Authority.

- a) Running Account bill duly verified by Executing Authority
- b) GST Invoice
- c) Inspection Clearance Certificate/Work verified by QCA
- d) Measurement book submitted
- e) EPF payment compliance
- f) Wage Sheet
- g) ESI Payment challan

22. TERMINATION OF CONTRACT

22.1. The contract can be terminated if the Contractor fails to complete the work in time and even after giving in writing to him, he does not improve his performance then contract can be terminated.

22.2. If the Contractor does not follow statutory rules, safety rules and in spite of



- giving notice he does not improve.
- 22.3. Any other reason due to which company thinks it fit to terminate the contract.
- 22.4. 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.

23. WORK DONE AT RISK AND COST

At any time, if the progress or quality of work is not found satisfactory, HECL shall have the right either to withdraw the balance work or part thereof and shall get the same done at Contractor's risk and cost after giving an advance notice of 15 days to the contractor. In such a situation no compensation whatever shall be payable to the contractor. The security deposit what so ever deducted would be adjusted against the excess cost incurred over the balance contract value.

24. ARBITRATION

Any dispute that arising 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 authorized /designated executives of the parties, at the first instance.

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 Single Arbitrator, jointly nominated by both the parties by mutual consent. Such arbitration shall proceed as per the provisions of Arbitration and Conciliation Act, 1996 and/or amended from time to time.

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.

The cost of the arbitration proceedings shall be borne by both the parties equally.

The venue of arbitration shall be normally at Ranchi only, unless and until agreed otherwise by the parties.

25. Jurisdiction of Court:

The Courts at Ranchi shall have the exclusive jurisdiction in respect of the disputes.

26. GENERAL CONDITIONS OF CONTRACT FOR WORKS 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 www.hecltd.com of the company for downloading by the interested tenderer.



SPECIAL NOTE

1. The successful bidder shall be exclusively responsible for all such personnel engaged on the works for such matters as payment of salary, wages, bonus and compensation in event of death and accident. No claim on this account shall be claimable by successful bidder from HEC nor it shall be payable to them.
2. No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall be considered by HECL. However in case of any deviation indicated in the prescribed format shall call for necessary Loading for evaluation.
3. HECL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. HECL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also HECL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD, as applicable). However, HECL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.
4. Since the job shall be executed at the HEC premises, bidders must visit HEC work area and study the facilities available, availability of resources, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by HECL in future, on account of non-acquaintance of above.
5. For any clarification on the tender document, the bidder may seek the same in writing, through e-mail within the scheduled date for seeking clarification, from the office of the undersigned. HECL shall not be responsible for receipt of queries after due date of seeking clarification due to any delay. Any clarification / query received after last date for seeking clarification may not be normally entertained by HECL and no time extension will be given.
6. The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. HECL reserves the right not to consider offers of parties under HOLD. HECL's decision in this regard shall be final & binding.
7. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
8. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
9. The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped/ digitally signed (as applicable) by the authorized signatory and indexed. In case HECL requires any other



documents/proofs, these shall be submitted immediately.

10. The bidder may have to produce original document for verification if so decided by HECL.
11. Integrity commitment, performance of the contract and punitive action thereof:
 - a) Commitment by HECL: HECL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. HECL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.
 - b) Commitment by Bidder/ Supplier/ Contractor:

The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ HECL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to HECL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post- execution stage includes in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on www.HECL.com and/ or under applicable legal provisions.

12. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on HECL Website (www.hecltd.com).
13. It may please be noted that applicable Guidelines/Rules in respect of Suspension of business dealings, Vendor Evaluation formats, quality, safety and HSE guidelines, standard T&P hire charges of HECL etc. may undergo change from time to time and the latest one shall be followed. Latest applicable "Guidelines for Vendor Evaluation" is web based, quality, safety & HSE"; standard T&P hire charges shall be available at site and shall be given to the successful vendors/ subcontractors during execution.
14. Bidders are requested to note that the accepted / agreed tender terms



(technical, commercial) in their original offer can not be altered / withdrawn by their own during the processing of tender.

15. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants /service providers shall strictly adhere to HECL Fraud Prevention Policy displayed on HECL website <http://www.hecltd.com> and shall immediately bring to the notice of HECL management about any fraud or suspected fraud as soon as it comes to their notice.

16. Rights of HECL:

To withdraw any portion of work and/or to restrict / alter the quantum of work as indicated in the contract during the progress of work and get it done through other agency and/or by departmental labour to suit HECL's commitment to its customer or in case HECL decides to advance the date of completion due to other emergency reasons / HECL's obligation to its customer.

To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 15 days' by HECL in any of the following cases:

- i) Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available (#) period considering its performance of execution.
 - ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
 - iii) Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
 - iv) Termination of Contract on account of any other reason (s) attributable to Contractor.
 - v) Assignment, transfer, subletting of Contract without HECL's written permission.
 - vi) Non-compliance to any contractual condition or any other default attributable to Contractor.
- (#) In-case inputs from HECL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.



Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In-case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
 - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
 - ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
 - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case HECL's contract with their customers are terminated for any reason.

(Mgr I/c P & A / HMBP)
For & on behalf of HECL



APPENDIX

STATUTORY REQUIREMENT AND LABOUR LAWS

As a part of the contract, the following shall be strictly adhered to in compliance with Statutory Obligations and Labour Laws, which will be checked time to time by respective representatives of HEC:

1.0 ADHERENCE TO LABOUR LAWS:

- 1.1 The contractor shall be required to obtain Labour Licence for engagement of workers from the Competent Authority before commencement of the work under the provisions of Contract Labour Regulation & Abolition Act, 1970.
- 1.2 The Contractor shall be required to abide by the provisions of the Contract Labour (R&A) Act 1970.
Payment of wages Act, 1936, the Employees' Compensation Act 1923, the Factories Act 1948, the Employees Provident Fund and Misc. Prov. Act 1952, the Employee State Insurance Act 1948 and all their subsequent amendments and rules framed there under. In the event of Contractor failing in making necessary statutory remittance, the same will be deducted from the Contractor's Bills.
- 1.3 The contractor shall submit applications forwarded by the Controlling Officer/Executing Authority of the concerned department to P & A / HMBP for obtaining photo gate pass of his labours with approval of competent authority. The Contractor shall follow the Gate Pass procedure.
- 1.4 The Contractor shall issue employment card and wage slip to all workers engaged by him.
- 1.5 The Contractor shall maintain the following major Registers as per the **Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017:**
 - i) Employee Register in **Form - A**
 - ii) Wage Register in **Form - B**
 - iii) Register of Loan/Recoveries in **Form - C**
 - iv) Attendance Register in **Form - D**
 - v) Register of Rest/Leave/Leave Wages in **Form - E**
 - vi) Register of Accidents as per Factories Rules 1950
 - vii) Registers relating to PF, ESI, Bonus, etc.
- 1.6 The Contractor shall be under obligation to send the returns to the Licencing Officer and other competent authorities as are required under different provisions of Law.

2.0 ACCIDENT/INSURANCE

- 2.1. The contractor must inform about occurrence of any accident involving his labours to the Safety Officer and also his Controlling Deptt as well as Contract Cell immediately after the occurrence. The Contractor shall be liable to arrange prompt medical attendance and care of the injured labours and also shall be liable to make payment of compensation as per the Employees' Compensation Act, 1923. All expenses on this account shall be strictly born by



the Contractor. However, first aid in the Plant/ First Aid Post and Ambulance shall be provided to the Contractor's Workmen.

- 2.2. The Corporation shall not bear any responsibility for payment of compensation/medical expenses in case of accidents/ death of his labours.

3.0 SAFETY & HEALTH

- 3.1. The contractor will ascertain the nature and types of Personal Protective Equipments [PPEs] to be provided to his labours from the Executing Authority / Controlling Officer or In-charge of Safety Dept/ HMBP before beginning of the contract / work. In case of failure of the contractor to supply the PPE to his workmen the same shall be supplied by the Corporation at the cost of Contractor and such costs will be recovered from the bill of Contractor.
- 3.2. During working hours, wearing loose clothes, smoking, spitting and gossiping and entering inside the plant in an intoxicated condition is strictly prohibited and it is the responsibility of the Contractor to ensure that his workers abide by the same.
- 3.3. The Contractors shall provide maternity benefits to female workers as per the provision of the Maternity Benefits Act, 1961.
- 3.4. The contractor shall have to get their workman examined by a registered medical practitioner, preferably by HEC Plant Hospital at his own cost. There are two types of medical examination i.e. (i) pre-employment medical examination and (ii) periodical medical examination. The examination reports shall have to be submitted to the Contract Cell in the prescribed format to HMBP/HEC. The medical examination will include X-ray of chest, and alimentary canal (Rectum and bacteriological exam of faces/urine) test and Routine blood examination besides other tests.
- 3.5. If contractor fails to do so, a penalty medical examination shall be done by the Corporation at the cost of the contractor.

Signature of Tenderer.

Name:

Date:

Seal:



Annexure-1
ADDITIONAL & DETAILED SCOPE OF WORK

<u>SINo</u>	<u>Work Description</u>	<u>Weight (In MT)</u>
1.	<ul style="list-style-type: none">▪ All welding shall be carried out in accordance with applicable codes or approved equal. Welding procedure and Welder's qualification shall be got approved by HEC/Customer/authorized agency (like Lloyds / NTPC etc).▪ Unless otherwise specified on drawings, tolerances for fabrication shall be as per ISO:13920.▪ Edge preparation shall be carried out for all plates before welding excluding J type. If any J Type Edge preparation is required, the same will be done by HMBP.▪ Unless otherwise specified on drawings, all butt welds shall be full penetration welds.▪ Unless otherwise specified on drawings, all fillet welds shall be 50% of the minimum plate thickness and shall be on both sides of the plate. Also, all weld shall be continuous.▪ The procedure to be followed by CONTRACTOR for all weld repairs shall be subject to approval by HECL/Customer.▪ It will be necessary to monitor the distortion of job & modify the sequence of welding as required in order to minimize / eliminate the distortion.▪ Welding joints should conform non-destructive and any other tests as per approved QAP by HECL/ CUSTOMER requirement.▪ The bidder shall procure Consumable /components only from HECL/Customer approved vendors and shall be backed up with required correlated test certificates. In case of procurement from Sole Selling Agents/Authorized Dealers of the suppliers, supporting correlated test certificates of manufacturer shall be furnished. In the absence of such certificates, tests as per the governing specifications shall be arranged in independent test house/laboratory approved by HECL/Customer by the bidder at his own cost.▪ Before sending written notice to the Inspection Agency, the bidder's own inspection staff should have fully inspected/ tested the item. All the inspections shall be carried out as per the approved Quality Assurance Plan (QAP).▪ To address any mismatch during assembly (in HMBP) erection stage, the successful bidder shall deploy a technical person on continuous basis at site for proper co-ordination with various agencies so that problem is attended / rectified without any time gap and free of cost.▪ All fabrication works should be done as per technical specification, codes, standards as per drawing and approved QAP.	1615

Part -1
Check List
(Annexure-2)

Sl. no.	Requisite	✓ your option		Remark
1	Whether the scope of work and detailed scope of work as per Annexure 1, Special Notes, mentioned in the tender enquiry schedule is acceptable.	Yes	No	
2	Documents submitted as per Pre Qualification and Instructions	Yes	No	(enclose the relevant documents)
3	Labour License	Yes	No	(enclose the relevant documents)
4	PAN No. of IT deptt. in the name of the firm	Yes	No	(enclose the relevant documents)
5	GST Registration No./ Certificate	Yes	No	(enclose the relevant documents)
6	ESIC Registration No./Certificate	Yes	No	(enclose the relevant documents)
7	EPF Code Number / Certificate	Yes	No	(enclose the relevant documents)
8	Details of Registration with specified agencies/HEC	Yes	No	(enclose the relevant documents)
9	Documents regarding Legal status of the contractor and other documents as per NIT	Yes	No	(enclose the relevant documents)
10	Whether EMD and Tender fees Deposited (As per Terms & condition)	Yes	No	(In case yes, then enclose DD/BG)
11	Whether SSI/NSIC/MSME	Yes	No	(In case yes, then enclose certificate)
12	UAM no to avail Facilities of MSME	Yes	No	(In case yes, mention UAM no)
13	Payment Term (As per Terms & condition)	Yes	No	(In case your answer is No, then please mention your term)
14	Delivery /Completion Period (As per Terms & condition)	Yes	No	(In case your answer is No, then please mention your term)



15	Validity of offer (As per Terms & condition)	Yes	No	
16	L.D. Clause & Risk purchase clause (As per Terms & condition)	Yes	No	
17	Security Deposit (As per Terms & condition)	Yes	No	
18	Whether firm is owned by SC/ST/Women Entrepreneurs	Yes	No	
19	Guarantee Clause	Yes	No	
20	Whether other Terms & Condition/Note/GCC etc. mentioned in the tender enquiry is acceptable to the tenderer	Yes	No	
21	Contact Person Name:- Email:- Contact Number:-			

(Signature of Tenderer)
With official Seal



HEAVY ENGINEERING CORPORATION LIMITED (HEC)
(A Government of India Enterprise)
Plant Plaza Road, Dhurwa-834004, Ranchi, Jharkhand

Part –1
Schedule of Deviation
(Annexure-3)

To,

Heavy Machine Building Plant
Heavy Engineering Corporation Ltd.
Ranchi – 834 004(Jharkhand)

Dear Sir,

I have gone through the contents of the Tender Document and the following clause of the document are not acceptable to me and needs to be amended as below:-

Sl.No.	Clause No.	Amendment proposed
-----	-----	-----

(Signature of Tenderer)

With official Seal

Note :

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



Part -1
Self-Declaration Format
(ANNEXURE - 4)

I _____, Son / Daughter of
Shri _____ age _____ years, resident of
_____ in the District of _____, do hereby declare that I,
comply PF as per govt. rule and not a PF defaulter in any earlier contracts either with HEC or any
other establishment & all the information given in the offer and in the enclosed documents is true
to the best of my knowledge and belief and nothing has been concealed therein. I am well aware
of the fact that if the information given by me is proved false / not true at any point of time, I will
have to face punishment as per any provision of Law for the time being in force as well as the
benefit availed of by me or the benefit accrued to me shall be summarily cancelled.

Date: -

(Signature of Tenderer)

With official Seal

Place:



Part -1
TENDERER'S PROFILE
(Annexure-5)

The tenderers are to furnish the following particulars.

1. Name of the tenderer:
2. Status of the tenderer (Individual / Proprietary Business concern / Partnership firm / Cooperative Society/ Registered Society / Company / Woman Entrepreneurship / (SC/ST) Entrepreneurship etc). Supporting document is to be submit by tenderer.
3. Name & address of the Proprietor/Partner/Directors alongwith contact phone No.(If required separate sheet may be attached):
4. Office-post/title or the position held by the tenderer:
5. Office Address of the tenderer and its Phone No., Fax & e-mail, etc.:
6. Local address, if any, for immediate contact,:
7. Name, full address and contact phone number of Site Incharge of the tenderer:
8. Name, full address and contact phone number of Legal heirs, particularly first class, of the tenderer (if required separate sheet may be attached) whose status is individual or proprietary business concern.
9. Any other information:

Signature of Tenderer.

Name:

Date:

Seal:



Part -1
DECLARATION / DISCLOSURE OF RELATIONSHIP
Annexure-6

1	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relation with any employee working in any Unit/ Plant/ Office of HEC?	Yes/No If yes, give detail in the Table below.
2	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relationship (within the meaning of Section 6 of the Companies Act 1956) with any of the Directors of HEC?	Yes/No If yes, give detail in the Table below.
3	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relation with any partner / Director of any other bidder(s) participating in this Bid.	(To be furnished after opening of the Technical Bid)

Sl. No.	Name, P.No., Designation, Posting of the employee(s) / Director of HEC related to the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be	Relationship	Signature of employee(s)/ Director concerned

I / We declare that information furnished above are correct to the best of my/our knowledge. I/We understand that if any information furnished above is found to be wrong at any point of time, my bid / work order shall be cancelled, EMD shall be forfeited and my/our firm shall be kept in business holiday as deemed fit by the Corporation.

Signature of Tenderer.

Name:

Date:

Seal:



Part -1
UNDERTAKING
Annexure-7

1. I / We hereby declare that I/we have carried out successfully works of large magnitude in nature to the work embraced in this Tender and have adequate organization and experienced personnel to handle this type and magnitude of works.
2. I / We also hereby declare that I/we have seen and studied carefully before submitting the Tender, the technical aspects of the work and terms & conditions, General Conditions of Contract, Special Conditions of contract, Bill of Quantity and description of work, etc. and I/we am/are aware that all the above Tender Documents relating to the said work will be binding on us.

Signature of Tenderer.

Name:

Date:

Seal:



Part –1
BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
Annexure 8

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

NO.

Dated:

TO,
M/S HEAVY ENGINEERING CORPORATION LIMITED
PLANT PLAZA ROAD,
DHURWA,
RANCHI – 4

Dear Sirs,

In consideration of your agreeing to accept the Earnest money deposit of Rs.------(Rs-----
-----) furnish able to you by M/s-----
------(Hereinafter Referred to As Contractor) In terms of the Enquiry No. ---
-----Dtd. ----- for Supply of -----
--- (Hereinafter Referred to as the Contract) in the form of a Bank Guarantee in the Manner hereinafter
contained we -----, having registered office at -----
-----do hereby covenant and agree with you as follows.

1. We hereby undertake to indemnify you up to a sum of Rs. ----- (Rs. -----
----- only) against any loss or damage caused to or suffered by you or that may be caused to or
suffered by you by reason of any breach or breaches on the part of the contractor of any of the terms and
conditions contained in the said contract and in the event the Contractor shall make any default or defaults
in carrying out any of the works under the said contract or otherwise in the observance and performance
of any of the terms and conditions relating thereto in accordance with the true intent and meaning
thereof, we shall forthwith on demand and without any protest or demur pay to you such sum or sums not
exceeding in total the said sum of Rs.----- (Rs. -----amount-----only) as may be
claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default or
defaults on the part of the contractor.

2. Notwithstanding anything to the contrary contained in this guarantee your decision as to whether the
contractor has made any such default or defaults and the amount or amounts to which you are entitled by
reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or
claims or damages or losses suffered by you but will pay the amount demanded by you under this
guarantee forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the
contractor after expiry of the related warranty period of the said contract and after the contractor have
discharged all their obligations under the said contract and produced a certificate of due completion of the
work under the said contract and submitted a "NO Demand Certificate" provided always that this



HEAVY ENGINEERING CORPORATION LIMITED (HEC)
(A Government of India Enterprise)
Plant Plaza Road, Dhurwa-834004, Ranchi, Jharkhand

guarantee shall in no event remain in force after the date of----- without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us not withstanding that the same is or are enforced after the said date.

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

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

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

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

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

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

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



HEAVY ENGINEERING CORPORATION LIMITED (HEC)
(A Government of India Enterprise)
Plant Plaza Road, Dhurwa-834004, Ranchi, Jharkhand

12. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the contractor or any reference to arbitration of the said dispute/controversy pending or a civil suit filed by the contract or in respect of the dispute or controversy.

14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.-
----- (Rs. -----only) and this guarantee shall remain in force until --
-----unless a written claim is lodged on us for payment under this guarantee within six months
from the date of expiry of this guarantee . i.e. On or before-----all your rights under this
guarantee shall be forfeited and we shall be deemed to have released and discharged from all liabilities
there under, irrespective of whether or not the original guarantee is returned to us.

15. We have power to issue this guarantee in your favour under the memorandum and articles of association of the bank and the undersigned has full power to execute this guarantee under the power of Attorney Granted to them by the Bank.

FOR AND ON BEHALF OF



Annexure -9

Instructions for Online Bid Submission

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the



respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

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

SUBMISSION OF BIDS

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to select the payment option as "offline" to pay the tender fee/EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document.



The original should be posted/couriered/given in person to the concerned official, latest by as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

- v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white 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 file name. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- vi) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.



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

Note: For any query related to registration and processing on the Portal please visit FAQ available at <https://etenders.gov.in/e procure/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
