



एच॰ई॰सी॰

ISO 9001:2000

## HEAVY ENGINEERING CORPORATION LIMITED

(A Govt. of India Enterprise)

### HEAVY MACHINE BUILDING PLANT

Ranchi - 834 004 (INDIA)

Phone : 0651-2400921, 2401349

Fax : 0651-2401166, 2401571

E-mail: mithileshkumar@hecltd.com

Web: [www.hecltd.com](http://www.hecltd.com)

### OPEN TENDER ENQUIRY

Sub: E-tendering with E-price bids for Bearings

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

### INSTRUCTION TO BIDDERS (ITB)

#### 1.0 Tender Summary: -

Tender Ref No.	Enquiry No. PUR/HMB/21/963176/BG – 6348 dtd. 30/07/2022	
Mode of Tender:	E-tender OTE	
Cost of Tender documents / Tender Fee : (To be submitted in the form of DD / BG in favor of Heavy Engineering Corporation Limited, Payable at Ranchi )	Rs 200.00 <b>Tender cost Exempted for MSME/NSIC/SSI registered firms for availing exemption in support of this documents to be submitted with the 1(techno-commercial bid) of the offer .</b>	
Earnest Money Deposit (EMD)	Not Applicable	
Type of tender:	Two Bid tender	
Last date and time for on-line submission of tender	20.08.2022	UPTO 13 Hrs (IST)
Due date and time for on line opening of tender:	23.08.2022	AT 15 Hrs (IST)
(Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened on the next full working day at same time)		

#### 2.0 Contents of tender documents:

1.	Scope of Supply and Techno-commercial Terms and Conditions of NIT	Annexure "A"
2.	Template for Price Bid/BOQ format for online submission by the bidder	BOQ.xls

### 3.0 Requirements for Vendors:-

- A) P.C. connected with internet.
- B) Registration with Service provider portal <https://etenders.gov.in>
- C) The vendor should possess a Class-II or Class III Digital Signature certificate (Mandatory). (Bids will not be recorded without Digital Signature Certificate.)
- D) 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;jsessionid=1EBC5B966880E941157059F9B91BC257.geps1?page=FrontEndContactUs&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

- E) Registration / Enrollment of Bidder on e- tender Portal of HEC: In order to submit the bid, the bidders have to get themselves registered online on the e- tender portal of HEC Ltd with valid Digital Signature Certificate (DSC) issued from any agency authorized by CCA and which can be traced upto the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

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

### 5.0 Help for participating in e-tender:

The detailed method for participating in the e-procurement are available in the website <https://www.hecltd.com> or <https://etenders.gov.in> The bidders have to Log on to official website and then click on the specified links to start participating in the e-procurement process.

Bidders are also free to communicate with the contact person of the service provider to get all clarifications regarding the mode of the e-procurement process.

#### NB:-

- a) Please note that there is no provision to take out the list of parties downloading the tender document from the above referred website. 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.
- b) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderers who have down loaded the documents from website. Please see websites i.e., <https://www.hecltd.com> or <https://etenders.gov.in>

- 6.0 The offer should be submitted (uploaded) strictly as per the terms and conditions and Procedures laid down in the website <https://etenders.nic.in> tender document failing which the offer is liable for rejection.

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

- 7.0 The offers with any deviations to the NIT Terms and conditions shall be liable for rejection.
- 8.0 The bidder must upload all the documents required as per the terms of NIT. (Any other document uploaded which is not required as per the terms of the NIT shall not be considered.)
- 9.0 It may pleased be noted that E-tendering or e-procurement fall under the purview of the Information Technology Act 2000 and Information Technology (Amendment) Act 2008 and other relevant acts and subsequent amendments if any).
- 10.0 There will be no physical sale of the tender documents.
- 11.0 **PREPARATION OF TENDER DOCUMENTS:**

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

- a. **Part – I :- Techno-commercial bid:** The offer is to be scanned and uploaded in our portal consisting technical details and commercial terms and conditions. No price part is to be uploaded in this part.
- b. **Part – II :- Price-Bid/BOQ:** This part of the offer should contain price portion .The format of Price Bid/BOQ which in excel format shall be downloaded by the bidder and rate offered by the bidder shall be filled in the excel file and uploaded the same excel file of e tendering system while submitting the offer.

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

**Note:-**

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

**12.0 Disclaimer Clause: -**

The Company (Heavy Engineering Corporation Ltd.) nor the service provider ([www.etenders.gov.in](http://www.etenders.gov.in)) is responsible for any failure of submission of bids due to failure of internet or other connectivity problem or reasons thereof.

**13.0 Please read carefully before you quote: -**

Last date of Receipt of Tender Document : by 1:00 PM (IST) on 20.08.2022  
Due date of tender opening : at 3:00 PM (IST) 23.08.2022

- a) Items to be supplied as per the provided specifications.
- b) It should be quoted on **FOR HMBP Store**.
- c) **Validity:** - Minimum 90 days from the date of opening of tender.
- d) Order will be under L.D. clause.
- e) Price Bid: -Price bid to be uploaded as per BOQ of NIT.
- f) Terms and condition in Annexure-B to be submitted/uploaded along with Technical (part 1) bid.
- g) GST component should be clearly mentioned in the offer.
- h) Tender Cost:  
Bids must be accompanied by a Tender cost amounting to Rs.200/- in the form of DD must be submitted along with the Part-1 (techno commercial bid), otherwise their offer will not be accepted/considered.

Tender cost may be submitted in following modes:

In the form of demand draft in favour of “Heavy Engineering Corporation Limited” and payable at par at Ranchi along with techno-commercial bid. (Scan copy of DD to be uploaded along with techno-commercial bid & original DD to be sent through courier / submitted by hand to the office of undersigned) at the following address:

DGM I/c Materials Management Division,  
ADM. Building/ HMBP,  
HEC Ltd.,  
Dhurwa, Ranchi – 834004  
Jharkhand

Note:

- a) Tender cost Exempted for MSME/NSIC/SSI registered firms for availing exemption in support of this documents to be submitted with the 1(techno-commercial bid) of the offer
- b) Tender cost is non-refundable

**i) EMD: Not applicable**

# Annexure A

## 1.1 SCOPE OF SUPPLY:-

SI	Item Code	Description of items	Qty in No's
1	3032610170	<b>Spherical . Roller Bearing, 170 x 360 x 120, SKF No. 22334 CC/W33 or eqvt..</b>	12
<b>Note:-            Make of the Bearing shall be SKF/ FAG/TIMKEN/NTN/NSK/NBC only, any other makes will not be accepted.</b>			

## 1.2 SPECIAL INSTRUCTIONS

Confirmation of following must be given by the tenderer in their technical bid-

⇒ **“Manufacturers or the firm authorized by the manufacturer can only participate in the tender. Tender specific authorization has to be submitted by the bidder, if applicable ”**

## 1.3 TECHNICAL BID

Technical bid strictly in our format mentioned below:

HEC'S ENQUIRY Item Sl. No.	Make offered by firm	Full description of offered bearings (by firm) along with suffixes/prefixes (if any)	Load rating in kN		Offered quantity by firm	Offered delivery by firm	Principle/manufacturer by	Country of origin	Technical literature submitted, if any
			Dyna mic	Stat ic					

## 1.4 NOTE: -

- a) Bearings should be free from any kind of rust.
- b) Body of the bearing/ surface finish should be good.
- c) Wrappers used for packing of bearings should be original.
- d) Case design and the materials should be strictly as per specifications given in the purchase order.
- e) Radial play of the bearings should be as far as practicable measured & recorded.
- f) Monogram markings should be originals.

## 2.0 NOTE:

- 2.1 Suppliers – Manufacturers or the firms authorized by manufacturer can only quote for the tendered items.
- 2.2 Manufacturer's test/ Guarantee certificates to be furnished by the suppliers to ensure the genuineness of the offered bearing.
- 2.3 **Price basis – FOR HMBP Store, Ranchi:** Offers to be submitted on FOR HMBP Stores basis. The rate quoted shall be inclusive of all packing & forwarding.
- 2.4 If submitted on Ex – works basis then freight charges to be submitted separately in the front of price bid for the material to reach HMBP Stores, Ranchi.
- 2.5 The Price quoted by the tenderer should be exclusive of GST. The rate and nature of GST applicable should be shown separately GST will be paid to the seller at the rate at which it

is liable to be assessed or has actually been assessed on the date of supply provided the transaction of sale is legally liable to GST and within the delivery period.

- 2.6 The rates quoted must be firm and the offers made must remain open for acceptance for three months from the date of opening of the tender.
- 2.7 Quotations erased or over written are likely to be rejected unless all corrections are authenticated with the tenderer's signature.
- 2.8 Delivery Schedule: - Within One (01) Months from the date of order placement.**
- 2.9 Payment terms: Full payment through RTGS will be made within 60 days of the receipt and acceptance of supplies at the destination i.e. Main Stores/ HMBP, Ranchi. Following documents shall be submitted along with the supply of material**
- a. Certificate of Country of Origin of Bearing
  - b. Manufacturers Test Certificate
  - c. Inspection Certificate issued by HMBP/ CRV.
  - d. Manufacturers Guarantee/ Warranty Certificate.
  - e. Documents for availing GST (as applicable)
  - f. Authorization Certificate through manufacturer (Applicable for Authorized Dealers / Distributors)

Note :The rate of interest to be loaded on the firm for the payment term offered other than as specified in NIT for calculating landed cost to decide L1 status will be 1% per month i.e., 12% per annum (maximum).

- 2.10 Full particulars i.e. specification, literature and / or drawing wherever applicable has to be submitted along with the quotation. The '**Brand**' and '**Make**' name must be indicated.
- 2.11 The Corporation does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of tender or portion of the quantity offered and you shall supply the same at the rate quoted.
- 2.12 **Inspection:** - Supplies will be subject to Inspection by our Inspection wing / or inspection Agencies prescribed by us. However, HEC reserves the right to inspect the material after receipt of material at HMBP Store and if it is not found confirming to our specifications at any stage, the material shall be rejected and firm have to replace it at no extra cost.
- 2.13 Order placed as a result of this tender will be subject to the Corporation's General Terms and Conditions of contract of purchase manual of HEC which can be down loaded from our website ([www.hecltd.com](http://www.hecltd.com)).
- 2.14 Corporation reserves the right to call for and examine at any time the books of accounts and other documents and papers of the firm for the purpose of ascertaining whether any excess payments has been made or the firm likely to be received / received undue benefit out of execution of the particular contract.
- 2.15 The final quantity may vary at the time of finalization of tender, however the proper clarification / confirmation shall be taken from the firms.
- 2.16 **Delivery:** - The time for and the date of delivery of the Stores stipulated in the acceptance of tender shall be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein.
- 2.17 In case Bidder is covered under MSME criteria, it is mandatory to quote UAM no in Bid Documents.**  
**HEC is registered on TReDS governed by RBI Guidelines and our registration no is HE0000320. All MSME firms are advised to registered on RXIL (Receivable exchange of India-Mumbai)**
- 2.18 **Deposit of EMD**  
Not Applicable .
- 2.19 **Security Deposit (SD):-** Successful bidder has to deposit Security Deposit to the extent of 5% of total Purchase Order value within 21 days from P.O. date and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier.

- 2.20 **Guarantee:-** The stores supplied shall be guaranteed for a period of 12 months from commissioning or 18 months from date of supply whichever is earlier.
- 2.21 Based on HEC's requirement and in order to ensure security of supply from more than one sources, the total tendered quantity of any item may be split amongst more than one successful bidders at L1 Landed price. Hence Purchase Order may be placed on more than one firms and the repeat order for 100% quantity may be placed on successful bidder.
- 2.22 **Risk Purchase Clause:-** If the material is not supplied within the stipulated period then material can be procured at the risk & cost of the firm without giving any notice to the firm.
- 2.23 There is no obligation on our part to accept delayed / late tenders. Tenders received after the due date of opening are liable to be summarily rejected.
- 2.24 **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 manual of HEC Ltd, which is available in the web site of HEC ([www.hecltd.com](http://www.hecltd.com)).

### 2.25 Authorization certificate:

Procurement shall be made from manufacturers only. However, if manufacturer does not quote directly to any organization in INDIA as a matter of its corporate policy (except in situations like supplies to OEM/OES/OPM , supplies of spares and consumables bundled with supply of equipment , supplies to customers not covered by dealer network due to geographical/logistics constraints), the procurement can be made from its authorized INDIAN Agent based on the tender specific authorization issued by the manufacturer mentioning tender reference number and date of validity of such authorization duly signed and stamped by the principal/manufacturer against this tender. Certificate shall clearly mention the distributor name and complete address along with the tender enquiry number for the participation.

Without the authorization certificate with the above details your offer will not be Considered/accepted and it will be rejected in techno-commercial stage i.e, Part-1 scrutiny of the offers.

- 2.26 Apart from the Part-2 of the tender if it's found at any stage before the price bid opening the price is disclosed by the firm in any form their offer will be rejected. Therefore, strictly the price part shall be submitted and uploaded in E-tender part-2 BOQ format only otherwise your offer will be rejected.

### 2.27 Tender Fees:

Bids must be accompanied by a Tender cost amounting to Rs.200/- in the form of DD must be submitted along with the Part-1 (techno commercial bid), otherwise their offer will not be accepted/considered.

Tender cost may be submitted in following modes:

In the form of demand draft in favor of "Heavy Engineering Corporation Limited" and payable at par at Ranchi along with techno-commercial bid. (Scan copy of DD to be uploaded along with techno-commercial bid & original DD to be sent through courier / submitted by hand to the office of undersigned) at the following address: DGM I/c Materials Management Division, ADM. Building/ HMBP, HEC Ltd., Dhurwa, Ranchi – 834004 Jharkhand

Note:

- a) Tender cost Exempted for MSME/NSIC/SSI registered firms for availing exemption in support of this documents to be submitted with the 1(techno-commercial bid) of the offer
- b) Tender cost is non-refundable.

## **2.28 LD Clause:**

The time for and the date of delivery of the Stores stipulated in the acceptance of tender shall be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Otherwise:

- a) The purchaser to recover from the contractor a sum of 0.5 % per week (completed week) of the price of the stores (up to maximum 10 %) as liquidated damages, which the contractor has failed to deliver as aforesaid or,
- b) The purchaser may procure the undelivered stores / similar items from elsewhere, without notice to the contractor at the risk of the contractor without canceling the contract in respect of the consignment not yet due for delivery or,
- c) To cancel the contract or a portion thereof, and if so desired, to purchase or authorize the purchase of stores not so delivered or others as of similar description at the risk and cost of the contractor.

2.29 As per the RBI norms the claim period of BG (bank guarantee) shall be valid up to 12 months from the date of expiry, therefore the BG for EMD, SD and PBG shall be made in line with this clause.

2.30 One agent cannot represent two supplier or quote on their behalf in a particular tender.

2.31 Either the Indian agent on behalf of foreign principal or foreign principal directly could bid in a tender but not both.

2.32 ALL BIDDERS 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> .

Annexure F related to the Model certificate to be submitted without which offer will not be considered.

2.33 Subject to the provisions of this Government of India (GOI) Office Order No: P-45021/2/2017-PP (BE-II) dtd:04/06/2020 and 16/09/2020 this procurement of goods /services under the reference tender is covered under Public Procurement (Preference to Make in India), Order 2017- Revision dtd:04.06.2020 & 16.09.2020 and here in after any further revision. In line with the above (GOI) order Purchase preference will be given for the order placement. For purchase preference The Margin of purchase preference shall be 20%.

Bidders at the time of tender or bidding shall be required to indicate percentage of local content and provide self-certifications that the items offered meets the local content requirements for Class-I local supplier/Class-II local supplier, as the case may be. They shall also give details of location(s) at which the local value addition is made.

For the same Annexure –G is to be submitted with the techno commercial bid (i.e., Part-1).



Here 'Local Content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all custom duties) as a proportion of the total value, in percent.

The said GOI Order can be downloaded from the following website:  
<https://dipp.gov.in/public-procurements>

<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%204th%20June%202020.pdf>

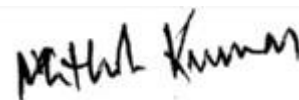
This Procurement of goods/services under the reference tender is covered under Public procurement policy 2017, revised 16.09.2020 and here in after any further revisions.

**2.34 L-1 (Lowest techno-commercially suitable bidder) Evaluation Criteria:-**  
**(Following terms will be applicable only, so bidders must carefully take the below terms in their consideration while submitting their quotations/bid against the said tender)**

- (1) Only those firms will be allowed for price bid opening stage whose offers will be techno commercially suitable in line with the tender terms and conditions.
- (2) L-1 bidder will be decided on individual type of item basis i.e, item wise evaluation on FOR Ranchi basis.

**3.0 Special Note:-**

- a) While submitting tender pl. mention your Registration No. with HEC as a registered vendor with valid paper.
- b) If not pl. get registered your firm with HEC Limited immediately.
- c) Please indicate whether your firm is covered under NSIC/ MSMEs/ SSEs or owned by SC/ST Candidate/ SC/ ST Women Candidate or covered under SSI separately in Techno-commercial bid.
- d) Please submit the form of Terms & Conditions duly filled in and signed by the tenderer along with your offer in technical (part-1) bid.
- e) ***Instruction to Bidders – “This procurement of goods/ services under the reference tender is covered under Public Procurement Policy 2017, revised 16.09.2020” and here in after any further revisions”.***
- f) For any clarification required mail us at  
[mithileshkumar@hecltd.com](mailto:mithileshkumar@hecltd.com)/[purhmbp@hecltd.com](mailto:purhmbp@hecltd.com)/[vimalkumar@hecltd.com](mailto:vimalkumar@hecltd.com)/[s.rajoria@hecltd.com](mailto:s.rajoria@hecltd.com)



(Mithilesh Kumar)  
Manager/ Purchase Dep't  
Heavy Machine Building Plant  
Heavy Engineering Corporation Limited  
Dhurwa, Ranchi – Jharkhand (India),

## Annexure B

### Terms & Conditions:

Sl. No.	Description	HMBP/HEC Requirement	Bidders confirmation
1	Price Terms (F.O.R. HMBP)	FOR HMBP Stores	
2	Packing & Fwd.Charges	Free of Cost	
3	GST	To be quoted separately indicating HSN no of material and GSTN of firm	
4	Payment Terms	Within 60 days after receipt of material at HMBP Stores. (As per clause 2.9)	
5	Validity of offer	3 months.	
6	Price variation clause	Not applicable	
7	Delivery Schedule	Within one Month	
8	L D Clause	To be accepted	
9	Inspection	By QCA/HMBP as per clause 2.12 of annexure A	
10	Insurance charges if any	To be quoted separately	
11	Manufacturer's Test Certificate	To be provided by manufacturer	
12	Manufacturer's Guarantee / Warranty Certificate	12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.	
13	Certificate of country of origin	To be provided	
14	Earnest Money Deposit (EMD) (To be submitted in the form of DD / BG)	Not Applicable	
15	Security Deposit	5% of P.O. value	
16	Acceptance of Risk Purchase clause(yes/no)	To be accepted	
17	General conditions of the contract (Note 2.24 of Annexure-A)	To be accepted	
18	Tender fees of Rs 200.00 to be submitted	Provide DD No and date For exemption documents to be submitted as per clause 2.27 of Annexure A	
19	<b>Model certificate</b>	<b>To be submitted as per Annexure F</b>	
20	<b>Local Content declaration</b>	<b>To be submitted as per Annexure G</b>	
21	Make of Item: <b>SKF/FAG/TIMKEN/NTN/NSK/NBC allowed only</b>	Mention the offered make of the item	
22	Authorization Certificate	If applicable Authorized by the principal/manufacturer to be submitted	
23	MSME /UDYAM Certificate (if applicable)	<b>Documentary evidence To be submitted if applicable</b>	
24	SC/ST certificate (if applicable )	<b>Documentary evidence To be submitted if applicable</b>	

### NOTE:-

1. Please indicate whether your firm is covered under MSEs/MSEs owned SC/ST or covered under SSI separately in Tech-Bid.
2. Terms & Conditions duly filled in and to be submitted along with Tech-Bid of offer otherwise your offer may not be evaluated.
3. Purchase preference (SL 23 of above table) once selected will not be changed after opening of tender and also if no option mentioned then it will be treated as NO purchase preference applicable against this tender.

## **Annexure- C**

### **FORMAT FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD)**

NO.

Dated:

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

Dear Sirs,

In consideration of your agreeing to accept the Earnest money deposit of Rs.------(Rs.-----  
- ) furnishable to you by M/s-----

------(Hereinafter Referred to As Contractor) In terms of the Enquiry No. -----

-----Dtd. ----- for Supply of ----- (Hereinafter Referred to as the Contract) in  
the form of a Bank Guarantee in the Manner hereinafter contained we -----,  
having registered office at -----do hereby covenant and agree with you as follows.

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

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

3. This guarantee shall continue and hold good until it is released by you on the application by the contractor after  
expiry of the related warranty period of the said contract and after the contractor have discharged all their obligations  
under the said contract and produced a certificate of due completion of the work under the said contract and submitted  
a "NO Demand Certificate" provided always that this guarantee shall in no event remain in force after the date of-----  
----- without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing  
before the expiry of six months from the said date which will be enforceable against us not withstanding that the same  
is or are enforced after the said date.

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

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

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

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

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

9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special Courier or

Telefax to us or our Local Address as aforesaid.

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

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any Amalgamation or absorption thereof or therewith but will ensure for the benefit or and be available to and enforceable by the absorbing or amalgamated company or concern.

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

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

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

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

FOR AND ON BEHALF OF  
'name of

bank'

'signature with seal'

## **Annexure—D**

Format for

### **BANK GUARANTEE FOR SECURITY DEPOSIT (SD)**

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

TO,

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

Dear sir,

In consideration of your agreeing to accept the security deposit of rs. ....'amount'..... furnishable to you by m/s ..... 'firms name'..... (hereinafter referred to as contractor) in terms of the contract no. ....'hec's purchase order no'.....for supply of ..... 'details of items'.....(hereinafter referred to as the 'contract' ) in the form of a bank guarantee in the manner hereinafter contained we.....'bank details'..... branch, having registered office at ..... 'place'..... do hereby covenant and agree with you as follows:

1. We hereby undertake to indemnify you up to a sum of rs. ....'amount'.....(rupees ....'amount in words'.....) against any loss or damage caused to or suffered by you or that may caused to or suffered by you by reason of any breach or breaches on the part of the contractor of any of the terms and conditions contained in the said contract and in the event the contractor shall make any default or defaults in carrying out any of the works under the said contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand and without any protest or demur pay to you such sum or sums not exceeding in total the said sum of rs. ....'amount'.....(rupees ....'amount in words'.....) as may be claimed by you as your losses and / or damages, costs, charges or expenses by reason of such default or 13ntil13ts 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 13ntil it is released by you on the application by the contractor after expiry of the related warranty period of the said contract and after the contractor have discharged all their obligations under the said contract and produced a certificate of due completion of the work under the said contract and submitted a 'no demand certificate' provided always that this guarantee shall in no event remain in force after the date of ...'date'..... without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. We ..... 'bank name'....., further undertake to extend the validity of this beyond the period prescribed in clause 3 or as extended from time to time, for such further period as may be required in writing before the expiry of this and upon such extension(s), all terms and conditions of this shall remain in full force till the expiry of this extended period(s).
5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the contractor or to postpone for any time or

from time to time any of your rights or powers against the contractor and either to enforce or forebear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the contractor or by any other variation or modification of the said contract or any other act, matter or things whatsoever, which, under the law relating to sureties, would but for the provisions hereof, have the effect or so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of rs. ....'amount'.....(rupees .....*'amount in words'*.....) as aforesaid or extend the period of the guarantee beyond the said date of ...'date'.... Unless expressly agreed to by us in writing in terms of clause 4 hereof.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the contractor.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special courier, speed post or telefax to us at our local address as aforesaid.
10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us whether jointly with others or alone and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure for the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the contractor or any reference to arbitration of the said dispute / controversy pending or a civil suit filed by the contractor in respect of the dispute or controversy.
14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to rs. ....'amount'.....(rupees .....*'amount in words'*.....) and this guarantee shall remain in force 14ntil .....*'date'*.... Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry of this guarantee i.e. on or before ...*'date'* + *'6 month'*..... all your rights under this guarantee shall be forfeited and we shall be deemed to have released and discharged from all liabilities thereunder. Irrespective of whether or not the original guarantee is returned to us.
15. We have power to issue this guarantee in your favour under the memorandum and articles of association of the bank and the undersigned has full power to execute this guarantee under the power of attorney granted to them by the bank.

FOR AND ON BEHALF OF

*'name of bank'*

*'signature with seal'*

## **Annexure—E**

### **FORMAT OF PERFORMANCE BANK GURANTEE (PBG)**

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

Name of Equipment: ----- Guarantee NO-----

Purchase Order No.:----- dated: ----- Date: -----

Validity -----

Claim period-----

To:

M/s Heavy Engineering Corporation Ltd.

Heavy Machine Building Plant

Ranchi-834004 Jharkhand

In consideration of your having placed an order bearing Purchase Order No.-----dated:----- with-----

------(hereinafter referred to as Supplier) for the supply of-----

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

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

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

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

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

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

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

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

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

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

Seal of the Bank

‘name of bank’

‘signature with seal’

## **Annexure F**

### **Model Certificate for the tenders:**

**“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]**

### **Model certificate for the tenders for works involving possibility of sub-contracting:**

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

**Note: If the above certificate given by a bidder, whose bid is accepted, is found to be false, this would be a ground for immediate rejection of bid/ termination of contract and further legal action in accordance with law.**

( )

Bidders Sign  
Seal and Stamp



## **Annexure – G**

### **Self-certificate for Local Content as per Make in India Policy**

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 and subsequent amendments if any.

**Ref:** HEC Tender / RFQ / NIT Number .....

I (authorized signatory for M/s ..... ) declares the local content for the items of the tender.

We hereby confirm in respect of quoted item(s) that amount of value added in India [which is the total value other 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 is equal to or more than ..... %.

AND

Item offered meets the Local content requirement for Class-I Local Supplier / Class-II Local Supplier (strike out which is not applicable)

Details of location(s)[Factory] at which local value addition is made is as under:

.....

For M/s .....

Authorized Signatory  
(with company seal &Name)

Note: For procurement Value in excess of Rs. 10.00 Crores, the Class I & Class II local supplier shall be required to provide certificate of statutory Auditor, cost Auditor of the company (in case of company) or practicing cost Accountant or practicing Chartered Account (in case other than companies) (Under Unique document Identification Number-UDIN) giving the percentage of local content.