

**MATERIALS MANAGEMENT DIVISION  
FOUNDRY FORGE PLANT,  
HEAVY ENGINEERING CORPORATION LIMITED, RANCHI – 834 004**  
(A Govt. Of India Enterprises)

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**GLOBAL TENDER ENQUIRY  
INVITATION FOR BIDS (IFB)**

From:  
Deputy General Manager  
Materials Management Division,  
Foundry Forge Plant,  
Heavy Engineering Corporation Limited (HEC) P.O:  
Dhurwa, Ranchi-834 004(Jharkhand),INDIA

To:  
M/s .....

Dear Sirs,

Sealed tenders in **Two bids system (1) Techno- commercial Bid 2) Price Bid** are invited by Heavy Engineering Corporation Limited, Plant Plaza Road, P.O: Dhurwa, Ranchi for one of its unit **“FOUNDRY FORGE PLANT”**, for the items indicated below:

**SALIENT FEATURES OF THE TENDER**

A.	GLOBAL TENDER REF. No.	:	PUR/FFP/2018/370511/62/378 dtd. 16 .07.2019
B.	ITEM DESCRIPTION	:	Design, Manufacturing , Supply, Installation & Commissioning of Double Column Band Saw Machine in 04 –shop/FFP on Turnkey basis including civil work.
C.	SALE / DOWNLOADING OF TENDER DOCUMENTS	:	Start (Web Site): 22 .07.2019 Start (By Hand): 22.07.2019 Close (By Hand) : 17.08.2019 16.00 Hrs “ Indian Standard Time (IST)” Close (Downloading from Web-Site) : 18.08.2019 18.00 Hrs “ Indian Standard Time (IST)” Tender documents can be purchased between 09.00 AM to 4.00 PM on all working days (except Sundays and Holidays) as per above dates
D.	PLACE OF PURCHASE OF TENDER DOCUMENTS	:	A) FFP, MM Department Jr. Manager(P)/MM Division FFP/ HEC Ltd, P.O: Dhurwa, Ranchi-834004 , Jharkhand (INDIA) Ph: 0651 – 2401437, 2400427,2401107 B) Branch Offices <input type="checkbox"/> Branch Manager Heavy Engineering Corporation Limited, 77,Park Street Kolkata-700016 (INDIA) Ph: +9133- 22172397. <input type="checkbox"/> Branch Manager Heavy Engineering Corporation Limited, E-84, Masjid Moth, Greater Kailash Phase -3, New Delhi – 110 048.(INDIA) Ph: +9111 – 29220224, Mob:- 09312004822 Tender Documents may also be downloaded from Purchaser’s web-site <a href="http://www.hecltd.com">www.hecltd.com</a>

E.	COST OF TENDER DOCUMENTS	:	Rs.1500/- (Rupees Fifteen Hundred Only) in the form of Demand Draft on any of the Scheduled Commercial Banks of India in favour of “Heavy Engineering Corporation Limited” payable at Ranchi.
F.	<b>DUE DATE &amp; TIME OF SUBMISSION</b>	:	19.08.2019 by 13.00 Hrs “Indian Standard Time (IST)”.
G.	PLACE OF SUBMISSION OF BID	:	Deputy General Manager, Materials Management Division, Foundry Forge Plant, Heavy Engineering Corporation Limited, Plant Plaza Road P.O. Dhurwa, Ranchi Jharkhand, India -834004 Ph: 0651 – 2401437, 2400427,2401107
H.	<b>DATE &amp; TIME OF OPENING OF PART-I: COST OF BID DOCUMENT &amp; EARNEST MONEY DEPOSIT (EMD)/ BID SECURITY, TECHNOCOMMERCIAL PART</b>	:	19.08.2019 by 15.00 Hrs “Indian Standard Time (IST)”.  Deputy General Manager, Materials Management Division, Foundry Forge Plant, Heavy Engineering Corporation Limited, Plant Plaza Road P.O. Dhurwa, Ranchi Jharkhand, India -834004 Ph: 0651 – 2401437, 2400427,2401107
I.	EARNEST MONEY DEPOSIT(BID SECURITY)	:	Rs.300000/- (Indian Rupees Three Lakh only)
J.	COMPLETION SCHEDULE	:	Six (6) Month from the Effective Date of Contract. Effective Date of Contract shall be the Date of Issue of Letter of Award (LOA) by the Purchaser.
K.	VALIDITY OF BID	:	120 days from the scheduled date of opening of PART- I.

## 1. PRE- QUALIFYING CRITERIA

### 1.1 TECHNICAL QUALIFYING CRITERIA

The Tenderer should fulfill the following eligibility criteria:

- A1. **Offers of Only original manufacturer/ Authorized Dealer/ Distributor/ Indian Agent will be accepted.**
- A2. Offers of only those tenderer shall be accepted who must have experience of Design, manufacturing & commissioning of minimum 1 numbers of High Speed Double column fully automatic horizontal metal cutting Band Saw Machine of capacity to cut work piece of similar\* size during last **5 years** either in India or any other country as on June ,2019.  
The bidder should be in the business of design, engineering, manufacturing, supply of Band Saw Machine since last **05 years** as on June , 2019.  
**Similar size means : workpiece cross section : 2- 4 Mtr X 2-4 Mtr Block / Round Piece of Dia 2- 4 Mtr.**
- A3. The tenderer has to submit the documentary evidence towards supply and commissioning of the Machine. Also tenderer has to submit the Performance certificate from their customer of satisfactory running /performance of the supplied machine. Atleast 1 no of the machine should be in running condition for the last **3three years as on 30.06.2019** .HEC will have the right to confirm the same from the User or any other reliable sources.

- A4. Bid may be submitted by sole tenderer or consortium bid. In case of consortium, the technology supplier shall necessarily be the consortium leader and one of its member or combination of members must fulfill the above eligibility criteria as stipulated at sl no (A1) & (A2) above.
- A5. The Bidder shall submit details of past experience along with copies of “Contract Agreement(s) /Work Order(s)/Purchase Order(s) including Performance Certificates(s) of the Plant from the respective Clients(s) /Customers(s) in support of their meeting the above stipulated technical requirements as per the format furnished herein below :

Details of the past experience and work executed

Sl.No	Description	Machine- 1	Machine-2	Machine-3	Machine -4	Machine- 5
1.	Name & address of the Customer					
2	Brief description of the work					
3	Unit size/Capacity					
4	Value of work order					
5	Contractual date of completion					
6	Actual date of completion					
7	Reasons for delay, if any					

Note: The Machine Capacity shall be as described above.

**Documents to be submitted:**

- i) The tenderer shall submit minimum 1 no of performance certificate from the end customer.
- ii) Credential certificate from Customer/End User Company in confirmation of commissioning of the system indicated in Item (A5) above.

**1.2 FINANCIAL QUALIFYING CRITERIA:**

The tenderer shall produce satisfactory proof that he is financially in a position to fulfill the contractual obligations offered to be undertaken by him. The relevant document as mentioned in Prequalifying criteria to be submitted in this regard. The tenderer shall also submit the following with their techno-commercial bid.

- 1) Copies of Audited Annual Reports (Financial Statements) for last three consecutive Financial Years as on date of Tender Publication.
- 2) Copies of Partnership deeds if applicable.
- 3) Copy of certificate of incorporation and Articles of Association if applicable.
- 4) General power of attorney in favour of any signatory, other than the owner/ head of the firm.
- 5) Affidavit will be submitted by the tenderer along with the tender that:
  - a) The tenderer has not been blacklisted by any State Government/ Central Government /Government Undertaking in India as on due date of tender.
  - b) The tenderer has not been debarred by HEC and other PSU/ Government Undertaking as on date of the tender publication.
  - c) The tenderer has not been blacklisted in the country of their origin (in case of foreign tenderer) and other countries as on due date of tender .

- d) The tenderer has not been listed in RBI defaulter List during preceding five (5) financial years.
- e) The tenderer has to submit Insolvency Certificate for the last Three (3) financial years prior to issue of tender date issued by the bank of Tenderer.

N.B:

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

2.0 Bid may be submitted by sole tenderer or consortium bid. The Leader of consortium should be the Technology Provider.

**Bids submitted by a consortium** shall comply with the following requirements:

- (i) The bid shall include all the information on eligibility/ qualification and experience required for a Tenderer as described in Bidding Documents at item no. 1.0 above.
- (ii) The bid shall be signed so as to be legally binding on all members.
- (iii) In case of a consortium, the technology provider or original equipment manufacturer of the forging press has to be the leader of the consortium and the consortium should give an undertaking that the leader of the consortium and the consortium members shall be jointly and severally responsible for completion of the commissioning of the forging press and manipulator till final acceptance certificate is issued by the customer.
- (iv) The leader shall be authorized to incur liabilities and receive instructions and payment for and on behalf of any & all members of the consortium.  
However, payments shall be released directly to consortium members provided the Leader of the consortium submits a general authorization document, authorizing the Employer to release payment to its consortium members directly.
- (v) Leader of the consortium shall be overall responsible for the execution of the Contract. The Leader and other Members of the Consortium shall be jointly and severally liable for the execution of the Contract, but will be liable for damages in proportion of the respective Contract Price. Each Member shall have a price for his scope of work.
- (vi) A copy of the Memorandum of Agreement (MoA) entered into by the consortium members **prior to stipulated due date of submission of bids** and valid till Time for Completion plus Warranty Period for the stores shall be submitted.
- (vii) Separate bid by a consortium member will not be accepted.  
A party can be a member in only one consortium; bids submitted by such consortia which include the same party as member and/or leader will be rejected.  
Tenderers are not allowed to form new consortium (consortia) with other Tenderers participating in the tender. In the tendering process, one firm cannot be part of two different consortium participating in the said tender.
- (viii) For the purpose of formation of consortium, a member shall be an independent

and single legal entity as per laws of India or as per laws in the country of such member and should have its own independent financial accounting system as per laws of India or as per laws in the country of such member.

3. Un-priced part of price bid will be submitted along with **techno-commercial bid**.
4. All commercial terms and condition, Compliance Statement against (Instructions to Tenderers), (Technical specification) and (Special Terms & Condition of the Contract) and (Check List Compliance Report) will be submitted along with techno-commercial bid.

The following documents are enclosed for submission of tenders:

I	Instructions to tenderers(ITT) (Annexure -A)
II	Technical Specification with all technical data etc. as necessary (Annexure -B)
III	Technical Specification (Annexure – 1)
IV	Special Terms & conditions (Annexure -C)
V	Proforma of un-price bid copy (Annexure – D)
VI	Check list – Compliance Report (Annexure – E)
VII	Format of Manufacturer’s Recommended List of Spares (MRLS) (Annexure – F)
VIII	Format of Bank Guarantee for EMD (Annexure – G)
IX	PAC FORMAT (Annexure – 2)
X	FAC FORMAT (Annexure – 3)

**Note :- Tenderers are requested to read the enclosed Instructions, Technical Specifications and General conditions of contract of HEC Ltd carefully before submitting offer.**

For and on behalf of HEC Ltd

(Vimal Kumar)  
Dy. General Manager/Purchase/FFP  
Materials Management Division  
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Fax: 0651 - 2401437  
Email : [vimalkumar@hecltd.com](mailto:vimalkumar@hecltd.com)

**INSTRUCTIONS TO TENDERERS (ITT)**

**1.0 SUBMISSION OF TENDER:**

- 1.1 Tenders in double cover must be submitted in duplicate in Two parts (Techno-commercial bid and Price Bid) in separate sealed covers (inner covers), Super-scribing the Techno-commercial bid or Price Bid, tender number and date of opening of tender on the covers. Both the bids i.e; Techno Commercial bid & Price Bid should be sealed separately in different envelopes with bid type marked on the top and super scribed with Tender No. Tender date, Tender Opening date and addressed to DGM (Purchase)/FFP, HEC Ltd P.O;Dhurwa,Ranchi - 834 004. Then both the above mentioned envelopes are to be kept in a one big envelope and having Techno Commercial + Price bid marked on the top and super scribed with Tender no.& Tender date, tender opening date, and addressed to DGM (Purchase)/FFP, HEC Ltd Dhurwa Ranchi, 834004. Offer must be accompanied with technical leaflets, credentials, Brochures and other relevant details. The tender shall be neatly arranged, plain and legible, typewritten with consecutively numbered pages in solid binding. Tender should not contain any terms and conditions, printed or otherwise, which are not applicable to the tender. Such conditional tenders are liable to be rejected.
- 1.2 Only one tender should be included in one cover. When more than one tender are included in one cover, all tenders so enclosed in one cover will be liable to be ignored. **Tender shall contain a special declaration that the Tenderer agrees to hold the tender open for period indicated in this invitation to tender.** This period of validity of tender shall be four months from the date of opening of the tender and the prices quoted shall be deemed to remain valid for this period.
- 1.3 Tenders in sealed cover should be sent by registered post and if delivered by hand should be put in the Tender Box located at M M Division (Purchase deptt)/FFP.
- 1.4 Tender documents are strictly non-transferable. i.e. offer can be submitted only by the Tenderers to whom tender documents have been issued. The tender forms should be signed by a competent authority holding power of attorney to handle such job on behalf of tendering firm and this fact must be stated explicitly.
- 1.5 Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the Tenderers signature.
- 1.6 The tenders shall be submitted in English Language.
- 1.7 Tender is liable to be ignored if complete information is not given therein or if the particulars and data (if any) asked for in the schedule to the tender, are not fully filled in. Special attention must be paid to the delivery dates and also to the General Conditions of the Contract of HEC LTD with latest amendments and those contained in this booklet as the contract shall be governed by them.

**2.0 LATE/ DELAYED TENDER**

- 2.1 Tenders received after date and time fixed for receipt of tenders, is to be called Delayed Tenders. Such delayed/ late offers will not be opened.

**3.0 Signing of tender**

3.1 Individual signing the tender or other documents connected with a contract must specify whether he signs as:

- (i) 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
- (ii) A partner of the firm, if it be a partnership, in which case he must have authority to quote & to refer the dispute to arbitration concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
- (iii) Constituted attorney of the firm if it is a company.

**N.B.** (1) In case of (ii) above, a copy of the partnership agreement or general power of attorney, in either, case, attested by a Notary Public should be furnished or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.

(2) In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.

(3) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.

(4) Each page of the tender, schedule to tender and Annexure, if any, should be signed by the tenderer.

#### 4.0 OPENING OF TENDER

4.1 The tender will be received at the office of the purchaser till the date and time specified in Invitation of Tenders. Only Techno-commercial bid will be opened on due date of tender opening. Thereafter the price bids of only technically acceptable bidders will be opened at later date which will be intimated to the bidders concerned.

4.2 Tenderer is at liberty to be present or authorize a representative to be present at the time of opening of the tender. However in case of visit of Foreigner, a prior permission from the concerned authority is essential.

#### 5.0 Right of Acceptance of Offer

5.1 The **purchaser reserves** his right to accept partly or reject any offer without assigning any reason thereof. The purchaser does not pledge itself to accept the lowest or any tender and reserves to itself the right of acceptance the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.

5.2 The **purchaser reserves** his right to cancel the tender without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

## 6.0 EARNEST MONEY DEPOSIT

6.1 TECHNO-COMMERCIAL BID MUST ACCOMPANY INFORMATION ABOUT SUBMISSION OF EMD AND TENDER FEE. EMD to be accepted in the following forms:

6.2 In the form of Demand Draft.

6.3 In the form of Bank Guarantee. (To be preferred for a value above Rs. 5.00 Lakh).

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

6.4 EMD will be converted to security deposit ( SD) in case of successful bidder(s). EMD of unsuccessful bidders will be returned after finalization of contract and Interest of any sort will not be payable on EMD.

6.5 EMD of a tenderer will be forfeited, if the tenderer withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender.

6.6 If the successful tenderer fails to furnish the required Security deposit within the specified period, its EMD will be forfeited.

6.7 EMD/ COST OF TENDER DOCUMENT may be submitted in INR or its equivalent amount in USD/POUND /YEN /EURO in case of foreign tenderer. The conversion rate for currency shall be the **date of Invitation of Bid (IFB)**.

6.8 In case of online transfer the following bank details of HEC can be referred

1. BANK NAME: STATE BANK OF INDIA
2. BRANCH: SME BRANCH
3. ADDRESS: MECON CAMPUS, DORANDA, RANCHI – 834004, JHARKHAND (INDIA)
4. ACCOUNT NO.: 30073880917
5. BENEFICIARY NAME: HEC LTD.
6. SWIFT CODE: SBININBB387
7. IFSC: SBIN0009620
8. MICR: 834002006
9. BRANCH CODE: 009620

### N.B.:

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

## 7.0 TECHNO-COMMERCIAL BID

7.1 The tenderer shall carefully check the specifications and drawings and shall satisfy himself of the suitability of the equipment being offered and shall take full responsibility for the efficient operations and guarantee of specified output of the Plant and equipment offered.

7.2 The offer should be complete in all respects along with supporting documents and technical literature like catalogue, test charts, credentials, list of customers of similar job, performance feedback reports from users etc.

7.3 The offer should confirm to technical specification and general conditions of contract. However, deviations, if any, should be clearly brought in notice out by the tenderer. The tenderer should invariably attach with their offer a clause-wise compliance statement against (I) Instruction to Tenderers (II) Technical specification (III) Special terms & conditions of contract in a specified format as per Annexure – C stating where they meet requirement in to to and where and how they deviate giving full details and remarks if any.

7.4 The tenderer should certify in the techno-commercial bid that the price-bid contains item-wise price with detail breakup as specified in Technical Specification.



- 7.5 In order that no clarification is needed after opening of Price Bid of technically acceptable offers, it is essential that the un priced copy of the price bid **(REPEAT UNPRICED)** alongwith other terms & conditions should be enclosed with the Techno-commercial bid. Proforma of un-priced bid is enclosed as Annexure-D.
- 7.6 The check list (Compliance Certificate) as per Annexure – F to be filled by the tenderer and to be submitted alongwith techno-commercial bid.
- 7.7 **Tenderer are requested to visit the site of Installation** and inspect the site if considered Necessary and shall satisfy himself of site conditions and shall collect himself any other Information which he may require before submitting the tender. **Claims and objections due to ignorance of site conditions will not be considered after submission of the tender.**
- 7.8 Incomplete quotations are liable to be ignored.
- 7.9 **Rates for Optional Spares should be quoted separately item-wise and not to be included in the price of the machine.** However detail list of Operational and consumable spares to be provided.

## **8.0 Guarantee to provide Spares**

- 8.1 Acceptance of tender for the supply of equipment on the invitation will be subject to tenderers certifying that they have adequate servicing and spare parts facilities in respect of the equipment tendered for by them or that they shall arrange to provide such facilities simultaneously with the supply of the equipment.
- 8.2 Tenderers shall also undertake that supplies of necessary maintenance equipment and spare parts for minimum 3 years from date of successful commissioning of the machine.
- 8.3 The successful tenderer shall warranty that before going out of production of the spare parts he will give adequate advance notice to the purchaser so that the later may order his requirements of spares in one lot, if he so desires.
- 8.4 The successful tenderer shall further guarantee that if he goes out of production of spare parts, then he will make available blueprints, drawings of the spare parts and specifications of materials at no cost to the purchaser as and when required in connection with equipment to enable the purchaser to fabricate or procure spare parts from other sources.
- 8.5 In case spares are also ordered with the equipment, tenderer will undertake to offer spares for delivery along with the main equipment only and not before.

## **9.0 THE PRICE BID AND UN-PRICED BID ALONG-WITH TECHNO-COMMERCIAL BID :**

- 9.1 In the price bid, the tenderer shall include all elements of cost of Equipment strictly as per the scope of supply & services specified in technical specification. The price shall be item wise in accordance with and as stated in the specification. The vendor will be responsible for complete execution of the job as specified in the scope of work. The rate quoted should be valid for 120 days.
- 9.2 The tenderer shall give the detail price schedule taking into consideration of all the element of work and services as covered under the scope of work.
- 9.3 For all equipment, accessories, spares etc. of import origin from out side India, prices shall be quoted for delivery on FOB basis indicating the Port of shipment. However the tenderer shall quote for delivery on FOB as well as CIF basis indicating the port of entry i.e. KOLKATA(in India) along-with the charges for, transportation and insurance separately, directly by the Original Equipment Manufacturer (OEM) or the foreign supplier if authorized by the concerned Foreign Govt. The offer must be submitted for delivery on FOB and CIF basis separately.
- 9.4 In some cases, a foreign supplier stipulates that purchases can be made through their Indian counterpart/ collaborator (not agent). In such cases purchase can also be made against Rupee payment only for those equipments against offer from Indian tenderers, but the import clearance should be arranged by the tenderer and he should arrange inspection/

training in India and also provide after sale services. Prices for equipment, accessories, spares etc. shall be quoted in rupees for delivery ex-works. Statutory duty e.g. sales tax, service tax etc. if applicable, shall be indicated separately and distinctly. The freight charges, if any, **MUST** be quoted separately. However, order if any, will be on FOR destination basis.

- 9.5 For all plant and equipment accessories, spares etc. of indigenous source, prices shall be quoted in rupees for delivery ex-works. Statutory duties e.g. excise duty and sales tax, service tax etc. if applicable, should be indicated separately and distinctly. The freight charges if any, **MUST** be quoted separately. However, order if any, will be on **F.O.R. destination basis**.
- 9.6 Revision in price bid or techno-commercial bid having impact on prices will not be considered after opening of techno-commercial bids.
- 9.7 Quoted Price should be in words and figure. Any discrepancy between words and figures, the price in words shall prevail.
- 9.8 Price quoted should be exclusive of Excise Duty(ED). In case ED is Inclusive, the amount of ED should be indicated separately.

## **10.0 TECHNICAL CAPACITY**

- 10.1 The tenderer shall satisfy the purchaser that he possesses the necessary technical experience and qualification and that he has at his disposal suitable modern facilities and staff of specialized nature to ensure that his contract work is of best quality and workmanship, according to the latest engineering practice. The tenderer shall furnish necessary particulars in this behalf with the tender. Tenderer has to fulfill the Technical qualifying criteria as mentioned above at point 1.1 of IFB.

## **11.0 FINANCIAL CAPACITY:**

- 11.1 The tenderer shall produce satisfactory proof that he is financially in a position to fulfill the contractual obligations offered to be undertaken by him. Tenderer has to fulfill the Financial qualifying criteria as mentioned above at point 1.2 of IFB.

## **12.0 LEGAL CAPACITY**

- 12.1 The tenderer shall satisfy the purchaser that he is competent and authorized to submit tender and/or to enter into a legally binding contract with the purchaser. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender, submitted by him is legally binding upon himself, his firm or company as the case may be.

## **13.0 QUERIES/CLARIFICATIONS:**

- 13.1 Queries/Clarifications of all nature, if any that may arise should be referred by the tenderer by Telex/ Cable/ Letter direct to the signatory at the following Address:

DGM ( PURCHASE)  
Materials Management Division  
Foundry Forge Plant  
HEC Ltd, Dhurwa, Ranchi – 834 004  
Tele: 0651 -2400427, 2401437. 2401107  
FAX: 0651 – 2401323, 2401571, 2401437  
email : [vimalkumar@hecltd.com](mailto:vimalkumar@hecltd.com)

OR

DGM  
I/C Tools & Technology-04-Shop  
Foundry Forge Plant  
HEC Ltd, Dhurwa, Ranchi – 834 004  
Tele:(Mob): +91 7547878961  
Email:

#### **14.0 EVALUATION OF TECHNO-COMMERCIAL BIDS**

14.1 Tender Evaluation will involve recording and analyzing the merits of each tender. After detail scrutinizing of the Techno commercial bids, the successful bidders will be listed for opening of Price bid.

#### **15.0 EVALUATION OF PRICE BIDS OF TECHNICALLY ACCEPTABLE BIDDER**

15.1 For ranking of offers, price of complete scope of supply as detailed in technical specifications excluding the price of Optional spares will be considered on FOR Destination basis.

15.2 **In case where all offers from indigenous sources are under consideration**, ranking will be assessed on FOR destinations basis.

15.3 **In case where all offers from foreign suppliers are under consideration**, ranking will be assessed on CIF basis at port of entry ( Kolkata Seaport) on exchange rate prevailing on date of opening of Techno commercial bid.

15.4 The evaluation shall be done on “**Net of Input Tax Credit**” basis based on the Summary Price Table excluding two **(2) years operation and maintenance spares and consumables as detailed in Technical Specification**.

15.5 In case of a discrepancy between words and figures and/ or arithmetic error in totaling, corrected arithmetic total will be considered.

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

15.7 The price shall be at “Purchaser’s site/HEC (FFP) Destination” basis inclusive of design, engineering, erection, testing and commissioning, freight & insurance of the equipment/machine tool as per the scope of work stipulated in the tender documents inclusive of all applicable taxes & duties.

15.8 Bidder shall quote GST amount along with GST rate in the Price Schedule.

GLOBAL TENDER ENQUIRY NO:-PUR/FFP/2018/370511/62

Dt. .04.2019

**TECHNICAL SPECIFICATION OF BAND SAW MACHINE****Technical Specification:**

## SCHEDULE

SNo.	Description of Material	Quantity	Remarks
1	<b>Design, Manufacturing , Supply, Installation &amp; Commissioning of Double Column Band Saw Machine with band saw blade of suitable grade in 04 –shop/FFP on Turnkey basis</b> including civil work. Detail Technical specification and scope as per <b>Annexure – 1.</b>	01 NO	
2.	Supply of One no of spare Band saw blade of suitable grade for Cutting Forged and hardened steel of Hardness upto 300 BHN.		
3.	Supply of warranty spares & consumables for 2 years		
4.	Supply of Operating Spares and Maintenance spares. ( Please provide detail breakup of Operating and Maintenance Spares for 2 years with Price).		
5.	<b>Project completion period</b>		<b>Within 6 Month from date of LOA/P.O.</b>

**N.B: The job to be done on TURN KEY basis including Civil work .****1. The offer has to be submitted in Two part bid system viz;****a) Techno commercial bid      b) Price Bid****2. Tender in Parts will not be accepted. Quotation for only one part i.e; either supply part or Service part shall not be accepted. Procurement shall be done on complete package basis.****3. Spares for Operation & Maintenance :** The spares list with price as under to be submitted.

i) Operational spares (After Warranty Period): The list of Operational spares ( Operating and maintenance ) required after warranty period with price to be submitted separately, which shall be optional. **The prices of Operational spares (Optional) shall not be considered for evaluation of L-1 firm.**

**4. Detail Time schedule**

The Tenderer shall furnish the detail activity wise time schedule for works and service involved in the bar chart format.

## ANNEXURE - 1

1. **Scope :** Design, manufacture, supply, erection & commissioning of 1 no. “High speed double column type fully automatic horizontal metal cutting band saw machine with motorized roller table on each side of the machine on turn-key basis.
2. **Purpose:** For jerk free cutting of rounds (solid/hollow) & blocks (rectangular/square cross section).
3. **Specification:** Maximum size of workpiece  
x-section { *Round –  $\phi 3000\text{ mm}$*   
*Block –  $3000\text{mm} \times 3000\text{mm}$*   
  
Length – 6000mm  
  
Maximum weight of workpiece – 90 MT  
Material of workpiece – Forged and hardened steel having hardness upto 300 BHN.
4. **calibration:** All measuring instruments & gauges must be calibrated as per international standard and concerned certificates are to be produced.
5. **Spares:** Insurance of supply of spares for minimum 2 years trouble free operation on three (3) shifts continuous running basis.
6. **Documentation:** Three (3) sets of following documents (hardcopies) and soft copies( pen drive) in English language should be supplied along with the setup
  - a. Operation manual of the equipment.
  - b. Maintenance manuals.
  - c. All the drawings of equipment and its spares.
7. **Training:** Training shall be imparted to HEC nominated persons ( Minimum 2 Nos) at site for the following :
  - a. Operation of equipment (period 1 week)
  - b. Maintenance of equipment (period 2 weeks)
8. **Machine acceptance:**
  - a. Machine shall be accepted as per PAC and FAC as described at annexure -2 & 3.

**The brief of Scope of Work of the project are as under:**

- a) Design , Engineering, Manufacturing, supply, Erection & Commissioning of the new high speed double column Band Saw Machine with band saw blade of suitable grade on Turn- key basis including Civil work.
- b) Design and Engineering: The firm must submit detailed Design Calculation, Bill of materials ,Civil Construction drawing, flow diagram, Electrical circuit diagram, G.A. Drawing . The firm must submit operation & maintenance manual along with related drawing and documents in three set each in hard copy as well as soft copy including comprehensive process and testing details of the system, Circuit diagram of Electrical item and their interconnection, Power consumption calculation etc. if required.
- c) The Bill of material must indicate the **Brand and Make** for each item.
- d) Construction of Civil & Structural work with bill of materials.
- e) Storage of the equipments, materials & Insurance, safety is under tenderer's scope.
- f) Supply of Equipments & Materials, Commissioning spares and chemicals, Warranty Spares.
- g) Erection of Plant with Mechanical, Electrical Equipments including instruments.
- h) Testing & Commissioning and guarantee running.
- i) First fill oil and lubricant of all the equipments and machines to be supplied by the tenderer.
- j) Training to the HEC 's nominated person for operation and maintenance of the system.
- k) Painting of all mechanical items like, pipes, valves, gauges etc as well as electrical panel as per statutory requirement to be done by the tenderer.
- l) All tools & tackles ,consumables, like DA, oxygen, Welding Electrodes, welding machine etc to be arranged by the tenderer.
- m) Arrangement of crane, portable crane, Hydra, and other material handling equipments etc shall be under scope of tenderer.
- n) Arrangement of lodging, fooding and any other items feel necessary for the project for the workmen deployed for execution is to be arranged by the tender.

**HEC 's Scope:**

EOT Cranage, lifting & Unloading facilities (inside shop), electrical supply source, free of cost water at its source, In-house space for temporary storage and working office.

**N.B:**

**The Specifications / requirements given are only INDICATIVE. Tenderer are requested to visit the site of Installation and inspect the site before submission of offer. It is to be noted that aforesaid work will be a Turn- key project (complete package). Any item for scope of supply and installation not covered in above will also fall in the scope of tenderer for completion of the project.**

(V. Kumar)  
Dy.G.Manager/Purchase

## ANNEXURE-2

### P A C

The PAC period shall be 1 week or 150 Hrs whichever is later from date of successful installation & Commissioning of total System.

<b>Detail Scope of PAC for Project</b>		
A.	Drawings	Submission of all documents related to operation manual and maintenance manual, drawings related to the machine
B	Supply	Supply of all equipments /components of equipment as per P.O. specifications.
C	Erection & Commissioning	Erection & Commissioning of complete system.
D	Trial Run	The equipment shall be started for trail run with full load as per designed capacity.
E	Checking of required performance of machine.	The Performance of Machine shall be checked for required output.

(V. Kumar)  
Dy.G.M/PUR/FFP

**ANNEXURE-3**

**FAC**

The FAC period shall be 4 Weeks or 700 Hrs whichever is earlier from date of Issue of PAC.

<b>Detail Scope of FAC</b>			
A	Continuous / Smooth Running		
B	Checking of required output		
C	Training		

(V. Kumar)  
Dy.G.M/PUR/FFP



**16.0 SPECIAL TERMS & CONDITIONS**

**16.1 Risk purchase and general damage** will be applicable as per Corporation General Terms and Conditions of Contract, and as amended up to date. The GCC may be downloaded from HEC website [www.hecltd.com](http://www.hecltd.com)

**16.2 SECURITY DEPOSIT :**

Successful tenderer will be required to submit Security deposit equivalent to **5% of** contract value, within 21 days of issue of contract.

**16.3 DELIVERY :** Time is the essence of the contract. The tenderer shall quote his best and earliest delivery so that machine is available at site at the earliest. The time schedule for the delivery of the Equipment, Erection & commissioning and putting into operation as specified in technical specification should be indicated suitably in the tender. Tenderer will submit a **BAR CHART** in this regard showing detailed activities for execution of the order if any and their time schedule for consideration of the purchaser.

16.3.1 Delivery quoted should be guaranteed. Date of successful commissioning shall be considered as project completion date.

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

- a) Submission of following Technical documents within 15 days of issue of LOI / Purchase order:
  1. Bill of Materials.
  2. Detail activity wise bar chart
- b) Installation of Machine
- c) PAC : The machine should be made ready for trial run. The completion period for PAC trial shall be of 1 Week or 150 Hrs whichever is later from the date of successful Installation of machine.
- d) After PAC Commissioning of the machine shall be done. During Commissioning, the firm shall demonstrate operation of machine on job provided by HEC.
- e) FAC : FAC shall be issued in 4 week or 700 Hrs whichever is earlier from the date of successful commissioning of the Machine.

**16.4 L.D. CLAUSE**

16.4.1 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 date specified therein. If the supplier fails to deliver the stores or any consignment thereof within the period prescribed for such delivery, the Corporation shall be entitled at his option either: -

- a. To recover from the supplier, liquidated damages and by way of penalty, a sum of 0.5% of the price of any stores which the supplier has failed to deliver as aforesaid for each completed week subject to maximum limit of 10%.

OR

- b. To purchase from elsewhere, without notice to the supplier on the account and the risk of the supplier, the stores not delivered or other of similar description 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 stores or similar / equivalent description at the risk & cost of supplier.

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

- 16.4.2 In the event of the supplier's failure to have the stores delivered by the date/ dates specified in the contract, the purchaser may, at his discretion withhold any payment until the whole of the stores have been supplied and the buyer may also deduct from the seller as agreed, liquidated damages and not by way of penalty the sum of 0.5% of the contract price inclusive of Tax of the undelivered store for each and every week and part of a week for which the stores have been delayed subject to maximum of 10% of the value of delayed store, in case the delay in delivery is acceptable to the buyer.
- 16.4.3 Delay in Erection & Commissioning of equipment will attract LD @ 0.5% per week on Total Basic Contract price( inclusive of cost of equipment )and subject to maximum 10% of the total basic contract value + Taxes.
- 16.4.4 However total LD in case of 16.4.1 & 16.4.2 shall not exceed 10% + Taxes of Total basic Contract value.

## **16.5 Compliance with Statutory Laws and other regulations of Govt./Local/Authority:**

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

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

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

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

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

## **16.6 PACKING:**

### **16.6.1 FOR INDIGENOUS MACHINE:**

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

### **16.6.2 FOR IMPORTED MACHINE:**

16.6.2.1 The packing must be such that it is able to withstand the vagaries of weather, shipping and roughness of handling by port labour, cranes and fork-lifts.

16.6.2.2 The consignments as far as possible must be shipped in containers. Shipment shall be arranged by Indian Flag Vessels only. Transshipment is not permitted.

16.6.2.3 In case the supplier fails to meet the qualitative requirements for packing, he must make good all losses arising out of failure to meet contractual obligations. The supplier will be responsible for internal damages if any, even if outwardly there is no damage to the package.

### **16.6.3 MARKINGS: (COMMON FOR INDIGENOUS/ IMPORTED MACHINE).**

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

Contract No & Date.

Full address of consignee.

Port of landing/Rly siding of the consignee.

Total No. of packages & SI No of each packing case.

Up right arrow.

Gross weight.

Special marking for case.

Brief nomenclature of equipment.

Slings position.

### **16.6.4 PACKING DOCUMENTS: (COMMON FOR INDIGENOUS/ IMPORTED MACHINE).**

16.6.4.1 The following documents will be kept in the packing case:

- a) Packing List/Invoice.
- b) Pre-delivery inspection certificate.

## **16.7 STANDARD TERMS OF PAYMENT:**

### **16.7.1 FOR SUPPLY of MATERIAL:**

- A) 60% of basic price along with 100% taxes & duties will be paid within 30 days from the date of receipt of complete lot of material as per BOM and on submission of following documents in original to Purchase dept/FFP.
- i) GST Invoice in triplicate.
  - ii) Lorry Receipt
  - iii) Guarantee /Warranty Certificate
  - iv) Test Certificate of receipted material.
  - v) Certificate of 04- Shop Committee in regard of receipt of material as per BOM

- B) 20% of basic price shall be paid within 15 days from the date of issue of PAC on submission of following documents in original to Purchase dept/FFP.
  - i) Invoice for supplementary bill in triplicate.
  - ii) Copy of PAC.
- C) Balance 20% of the basic price shall be paid within 15 days of issue of FAC on submission of following documents in original in Purchase deptt / FFP.
  - i) Invoice for supplementary bill in triplicate.
  - ii) PBG of 10% of contract value valid for Guarantee period of 24 months from the date of issue of FAC.
  - iii) Copy of PAC.
  - iv) Certificate issued by user department for submission of documents & providing training by the successful bidders scope of work and supply.

#### **16.7.2 FOR ERECTION & COMMISSIONING**

1. 70% of basic price along with 100% taxes & duties will be paid within 30 days from the date of issue of PAC on submission of following documents in original to Purchase dept/FFP.
  - i) Tax Invoice in triplicate.
  - ii) PAC Issued by Purchase Dept/FFP.
2. Balance 30% of the basic price shall be paid within 15 days of issue of FAC on submission of following documents in original in Purchase deptt/FFP.
  - i) Invoice for supplementary in triplicate.
  - ii) FAC Issued by Purchase Dept/FFP.

#### **16.7.3 PERFORMANCE BANK GUARANTEE**

Successful bidder will have to submit a Performance Bank Guarantee(PBG) for an amount equivalent to 10 % (Ten Percent) of the total Contract Price for supplied materials, workmanship & performance of the system within 15 days from the date of issue of FAC . The validity of PBG shall be 24 months or till the validity of Guarantee period from the date of issue of FAC whichever is later.

**16.7.4 TDS and INCOME TAX DEDUCTION** : It will be deducted as per prevailing rule.

**16.7.5 PAYING AUTHORITY** : Finance dept./FFP

**16.7.6 PERMANENT ACCOUNT NUMBER** :

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

#### **16.7.7 TAXES & DUTIES :**

##### **I) In case of Import**

- a) All bank charges and stamp duties payable in Tenderer's country in connection with the payments to be made shall be borne by the tenderer. All bank charges and stamp duties payable in India shall be borne by the purchaser.
- b) All taxes , fees, duties and other levies freight of any kind that may be payable upto the stage of putting the materials in FOB position shall be borne and paid by the tenderer.
- c) All taxes fees, duties and other levies payable in India on the materials shall be payable by the purchaser, subject to any deductions which the purchaser is authorized to make under the contract , the tenderer shall be bound to pay.

##### **II) In case of Indigenous**

- a) All statutory Taxes and duty as applicable in India at the time of supply shall be payable by purchaser. However if the firm fail to supply the material/complete the project in stipulated delivery period and if there is changes in the rate of taxes & duties, the differential rate of taxes & duties shall be paid by the tenderer.

## **16.8 GUARANTEE AND WARRANTY OF SUPPLIES:**

**16.8.1 Guarantee :** The supplier shall guarantee among other things the following :

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

### **16.8.2 Warranty :**

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

## **16.9 LEGALITY AND DISPUTE SETTLEMENT**

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

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

### JURISDICTION OF COURT

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

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

**16.9.3 ARBITRATION (for FOB Suppliers /Contractors):**

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

If the disputes, differences, controversies/differences of opinions, breaches and violation arising from or related to the agreement can not be resolved within 60 (sixty) days of commencement of reconciliation / discussion, then such question , dispute or difference (except as to the matters, the decision to which is specifically provided under this agreement) shall be finally settled by arbitration under the United nations Commission on International Trade Law (UNICITRAL) Arbitration Rules established by the United Nations General Assembly by its Resolution 2205(XXI) of 17 December 1966” **To promote the progressive harmonization and unification of International trade law”.**

The parties of this Agreement shall be agreeing mutually to appoint a sole Arbitrator. Award by the Arbitrator will be final and binding over both Parties and may be entered in any court having jurisdiction thereof. Each party hereby waives any sovereign or international organizational immunity defense to which it would be otherwise entitled, to the fullest extent necessary to conduct such arbitration , to enforce and collect on any judgment entered on an award in arbitration, and to engage in any other matters incidental thereto. The place of any such arbitration shall be as per the both parties of Agreement is being agreed upon.. The Language to be used in the arbitration proceedings shall be in English only and parties may translate it as per their convenience. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator

**GOVERNING LAW**

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

**16.10 GOVERNMENT OF INDIA NOT A PARTY TO THE AGREEMENT (for Foreign Bidders/ Suppliers)**

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

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

**16.11 FOR IMPORTED MACHINE ONLY:**

- (a) For machines of imported nature involving payment in Foreign Exchange, have to be quoted by the Foreign Manufacturer/Supplier directly without associating Indian Agents, if any, on FOB price stating the Port of shipment. **However the firm shall clearly mention the freight charge upto entry port i.e. Kolkata (In India).**
- (b) Tenderer to confirm that their quoted price does not include payment of Agency Commission to any third party.
- (c) Tenderer should also confirm in their offer that Export License, if required, would be arranged by the Tenderer.

**16.12 PENALTY FOR USE OF UNDUE INFLUENCE**

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

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

**16.13 AGENTS/ AGENCY COMMISSION:**

16.13.1 The seller confirms and declares to the buyers that the seller is the original manufacturer of the stores referred to in this contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the seller, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any, such intercession, facilitation or recommendation. The seller agrees that if it is established at any time to the satisfaction of the buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the buyer that the seller has engaged any such individual/firm and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the seller will be liable to refund that amount to the buyer. The seller also be

debarred from entering into any supply contract with the Government of India for a minimum period of five years. The buyer will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the seller who shall in such event be liable to refund all payments made by the buyer in terms of the contract along with interest at the rate of 2% per annum above the rate. The buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

**16.14 ACCESS TO THE BOOKS OF ACCOUNTS:**

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

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



**Annexure D****Proforma of un-priced bid copy :**

Ref: Global Tender No. PUR/FFP/2018/370511/62

Dt. .07.2019

A ) For Supply of Material : **Please submit separately for Imported and Indigenous Items.**

Sl. No.	Description	Compliance Yes or no	In case of noncompliance, deviation to be indicated
1	Basic cost		
2 (a)	Delivery term (FOB) / CIF / FOR		
2 (b)	P & F charges (If any)		
3	Excise duty (If any)		
4	CVD / ACD ( for Import )		
5	GST /IGST		
6	Freight charges up to FFP Stores (If any)		
7	Octroi (If any)		
8	Insurance (If any)		
9	Sub total		
10	Grand Total		

B ) For **Erection & Commissioning Part** : **Please submit separately**

1	Erection & installation charges (Including Civil Work etc if any)		
2	Commissioning charges (If any)		
3	GST (If any)		
4	Any other taxes (If any)		
5	Total		

C ) For **Warranty spares and consumables for 2 years.** : **Please submit separately**

1	Detail break up of items with price to be given		
2 (a)	Delivery term (FOB) / CIF / FOR		
2 (b)	P & F charges (If any)		
3	Excise duty (If any)		
4	CVD / ACD ( for Import )		
5	Freight charges up to FFP Stores (If any)		
6	GST /IGST		
7	Octroi (If any)		
8	Insurance (If any)		
9	Sub total		
10	Grand Total		

**D ) For Spares : Please submit separately for Operational and maintenance spares (OPTIONAL)**

1	Basic cost ( For each item )		
2	Delivery term (FOB) / CIF / FOR		
3	P & F charges (If any)		
4	Excise duty (If any)		
4(a)	CVD / ACD ( for Import )		
5	Freight charges up to FFP Stores (If any)		
6	GST /IGST		
7	Octroi (If any)		
8	Insurance (If any)		
9	Sub total		
10	Grand Total		

Date:

Signature of Supplier  
Address & seal

**Note: 1. For foreign suppliers (FOB/CIF/CIP basis) , the above format may not be applicable. In that circumstance the foreign firm may furnish the details in their own format giving detail break up of price to arrive at landed cost at our site(FFP,HEC Ltd).**

2. The price schedule of each item shall be submitted with detail breakup as above.

**Check List Compliance Report**

SI No	Description	Firm's Remarks Yes/No	In case of noncompliance, deviation to be indicated
1	Submission of EMD		
2	Confirmation for submission of Tender Fee		
3	Confirmation for submission of Security deposit		
4	Confirmation for submission of PBG		
5	Validity 120 days from the date of opening of tender documents.		
6	Submission of documents related to Prequalifying Criteria		
7	Delivery period.		
8	Warranty period		
9	Submission of un priced copy of price bid along with techno-commercial bid.		
10	Para-wise compliance statement. ( Enclose separate sheet)		
11	Confirmation regarding scope of supply and prices available against each item in price bid as per scope of supply mentioned in the technical specification.		
12	Confirmation for submission of BOM and BAR Chart		
13	Payment terms.		
14	Submission of catalogues / Drawing of the proposed job/ machines.		
15.	Submission of Customers list / Reference list to whom the similar / proposed machines supplied by the tenderer.		
16.	Submission of test chart of the proposed job/machines.		
17.	Confirmation to risk purchase and L.D. clauses.		
18.	Confirmation to Special Terms & Condition of contract Clause No. 16.		
19.	Confirmation of submission of PAN		
20.	Confirmation of submission of UNPRIICED BID		
21.	Confirmation of acceptance GCC clause of HEC to be downloaded from website <a href="http://www.hecltd.com">www.hecltd.com</a>		
22.	Status of Firm ( MSME / NSIC/ SSI) N.B.: MSME Firm has to provide UAM No. and declaration regarding information of Declaration of UAM in CPP Portal.		
23.	Whether company owned by SC/ST entrepreneurs		

Sign of Tenderer with seal

MANUFACTURER'S RECOMMENDED LIST OF SPARES (MRLS)

EQUIPMENT: \_\_\_\_\_

Original Equipment Manufacturer (OEM)

Manufacturer's Part No	Source of Supply	Nomenclature	Nos fitted in one equipment	Spare Parts List as per TE	Unit Cost	Recommended scale for spare parts		Total Cost		REMARKS
						Unit	Cost	As per T.E	As per Recommended list of spares	
				Total Cost						

Notes :

1. Maintenance spares/stores like lubricants, sealing compound, gases should be given separately giving source of supply.
2. In 'Remarks' column Following information (if applicable) be given
  - (a) If an item has a shelf / operational life it may be indicated ;
  - (b) Matching set of components be indicated.
  - (c) Items which can not be manufactured in India due to sophisticated design/technology may be indicated.
  - (d) If a component/ assembly is common to other similar equipment offered by the OEM earlier these should be indicated.
3. Modules / assemblies should be listed and their components should be included under them so as to relate each item of spare to their module / assembly.

BANK GUARANTEE FORMAT for EMD DEPOSITBANK GUARANTEE FOR EARNEST MONEY DEPOSIT

NO.

Dated:

TO

MATERIALS MANAGEMENT DIVISION  
 FOUNDRY FORGE 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



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  
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