



ISO 9001 Company

Heavy Engineering Corporation Limited

(A Govt. of India Enterprise)

Heavy Machine Building Plant

Central Purchase Department

Tender Notice

Rate Contract for Lubricants

Tender No. HMB/PUR/CP/21/281908/OL- 6268 dtd: 17-07-2021 is available on our website in e-procurement section i.e. <https://etenders.gov.in/eprocure/app> and in limited tender section. Aspiring bidders may go through the tender document.

Interested bidders are requested to submit their most competitive offer through e-procurement mode only. Offer submitted through offline mode will not be considered. For more information please visit our website <https://etenders.gov.in/eprocure/app>.

Bid submission end date	23-07-2021 01:00 PM
Technical Bid Opening date	24-07-2021 03.00 PM
Price Bid opening date	will be intimated later

Prospective Tenderers are advised to get register themselves only on at NIC e-tender portal

i.e. <https://etenders.gov.in/eprocure/app>, obtain 'User ID' & 'Password' and go through the 'Self Help files' available in the Home Page after log in to the portal <http://etenders.gov.in>. They should also obtain Class III Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. Detailed instructions for online bid submission are attached in **annexure-8**. No registration fee would be charged from the bidders.

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



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Submission of tender

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

Cover – I: - Containing techno-commercial bid

Cover – I Containing

- i. Duly Filled Annexure-1
- ii. All documents as per Annexure- 1
- iii. Duly filled Annexure-2

Cover - II: Price Bid (BOQ)

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

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

Bid Opening Process is as below:-

Cover-I: Technical bid opening date will be as per given dates. If any clarification is needed from the bidder about the deficiency in his uploaded documents in Cover- I, he will be asked to provide it through Short fall documents folder in e-tendering portal one time only. The bidder shall upload the requisite clarification / documents within time specified by HEC, failing which tender will be liable for rejection.

Cover-II: The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be intimated through portal. (Depending on Cover-I evaluation any changes in the date shall be intimated through e-tendering portal).

Note: This Tender is for Rate Contract for two years. Rate Contract may be extended for one more year on mutual agreement



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No. HMB/PUR/CP/21/281908/OL-6268

Date: 17.07.2021

HEC intends to procure the following items. You are requested to submit most competitive offer for the supply of following item as details and the terms & conditions given below.

Sl. No.	Material Description	Unit	Required Quantity
1	Engine Oil 20W 40	Kg	3760
2	Contact Grease (Electrical)	Kg	182
3	EP 2 Grease	Kg	600
4	Gear Oil EP 90/GX-90/GS-90	Kg	8770
5	Gear Oil GX 140	Ltr	500
6	HLP 46	Ltr	6300
7	Max. Triponol 'H' Cutting Oil	Ltr	5250
8	MP Grease	Kg	3474
9	Pensol 140/Max Coat	Ltr	800
10	SAE 90 Gear Oil	Ltr	800
11	Servo Cut	Ltr	4120
12	Servo Cut's 40	Ltr	420
13	Servo Spinol 12	Ltr	420
14	Servo System 150	Ltr	17790
15	Servo System 220	Ltr	630
16	Servo System 32	Ltr	20280
17	Servo System 320	Ltr	3620
18	Servo System 46	Ltr	17010
19	Servo System 68	Ltr	27460
20	Cutting Compound S-102	Ltr	1260
21	Servo Spin 12/PROTOMECH SP EL	Ltr	210
22	Servo Way 68	Ltr	3150
23	Servo Mesh SP 150	Ltr	7250
24	Quenching Oil	Ltr	5040
25	Grease (Servo Gem 2)	Kg	182
26	Cutting Oil Servo cut 945	Ltr	1260
27	Brake Oil	Ltr	210
28	Servomesh SP 257	Ltr	210
29	Servomesh V.G. 460	Ltr	210
30	Servogem EP2	Kg	1858
31	OGL 500	Kg	1000
32	Servomesh SP 220	Ltr	4668
33	Servo System HLP 68	Ltr	1680
34	Gear Oil CLP 220	Ltr	210
35	Gear Oil 85W	Ltr	210
36	Engine Oil SAE 15 W-40	Ltr	210
37	Coolant Oil Radiator of Scania Part No.229028	Ltr	210
38	Servo Mesh SP 320	Ltr	3770



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Test Certificate as per requirement to be submitted by the firm.

Terms & conditions

1. The rate quoted shall be **F.O.R HMBP/HMTP/FFP/Project Division** (inclusive of packing & forwarding, Freight charges & transit Insurance).
2. 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.
3. **Validity**-The rates quoted must be firm and the offer made must remain valid for acceptance up to **four months** from the date of opening of the tender. The rate quoted must be in word and figure as well. In case any discrepancy in rate given in figures and word, the rate given in words will prevail.
4. **Payment terms:** Full payment through RTGS/Cheque will be made within 60 days of receipt of supply at destination.
5. **Delivery Schedule** – Within 02 weeks of PO placement.
6. Full particular i.e. specification, literature and or drawing wherever applicable should be submitted along with the quotation. The brand and make name must be indicated.
7. The Corporation does not pledge itself to accept the lowest or any tender and reserve 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.
8. **Inspection** –Inspection of the manufactured items will be done by QCA/HMBP or his authorized representative at supplier's works, Necessary tools and measuring instruments to be provided by the supplier.
9. Corporation reserves the right to call for and examine at any time the books of accounts and other document and papers of the firm for the purpose of ascertaining whether any excess payment has been made or the firm likely to be received / received undue benefit out of execution of the particular contract.
10. **Earnest Money Deposit** – Bids must be accompanied by Earnest Money Deposit amounting to Rs. 3,00,000.00 (Three Lakh Rupees Only) in the form of bank draft or BG in favour of "Heavy Engineering Corporation Limited" and payable at par at Ranchi (BG format Annexure 6 along with Part 1 of the tender with techno-commercial bid.)
11. **Security deposit (SD)** –Successful tenderers will have to deposit security equal to 5% of the value of the contract within the desired period i.e. within 21 days of PO date.
12. 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

Central Purchase Department, Ground Floor Administrative Building, HMBP, HEC, Ranchi 834004,
Jharkhand, Phone: 0651 2400926, email: sunilksingh@hecltd.com/anjanibhagat@hecltd.com



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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.
13. 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.
 14. The rates quoted shall also be inclusive of embossing on the material. The ownership namely HMBP should be at a predominant place of the material to a size/ thickness upon the volume of the material.
 15. The corporation reserves the right to reject any / all tender partly / fully and no tenderer can ask any explanation anywhere in this regard.
 16. Successful Bidders have to sign the confidentially agreement in HEC's format.
 17. Based on HEC's requirement the mentioned quantity may vary.
 18. **Test Certificate-** To be offered by the firm as per requirement.
 19. Based on HEC's requirement and in order to ensure security of supply, the total Tendered Quantity of Item may be split amongst more than One Successful bidder at L-1 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.
 20. Order placed as a result of this tender will be governed by the Corporation's General Terms and Conditions of Contract which can be referred in HEC's website www.hecltd.com
 21. Equivalent Grade offered as per Annexure- 2 to be submitted in Techno commercial Bid
 22. Arbitration clause :

RESOLUTION OF DISPUTE(S) BY ARBITRATION

The parties to the contract at the first instance shall endeavor to settle by mutual discussion all the questions of disputes or differences arising out of, or relating thereto, or in connection with this contract. In the event of failure of settlement, the aggrieved party with prior written permission of other party, shall refer the unresolved dispute(s) or differences(s) to the Chairman- cum- Managing Director of the HEC Limited (CMD / HEC) for adjudication by a Sole Arbitrator to be appointed with mutual consent by CMD / HEC. The Sole Arbitrator shall adjudicate the matter in accordance with the Arbitration and Conciliation Act, 1996 (For short "Act") and publish the award. The parties shall have no objection, if the Sole Arbitrator so appointed is an ex- employee, superannuated before 3 years from the services of HEC Ltd. If the Sole Arbitrator for any reason, whatsoever, becomes unable to proceed with the



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arbitration, the CMD / HEC with mutual consent of both the parties, shall appoint his successor arbitrator who may proceed with the reference from the stage it was left by his predecessor or subject to the provisions of the Act. The venue of the Arbitration proceeding shall be at Ranchi in the State of Jharkhand alone.

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

- JURISDICTION OF COURT

23. For any or all types of disputes arising out of the contract, the exclusive jurisdiction of the Court(s) shall be at Ranchi in the State of.

(S.K. Singh)
Mg(CP)/HMBP

Note:-

- 1. As per the govt. Guidelines it is to be specified clearly in your offer whether your firm is registered with SSI/NSIC/MSME and also confirm whether the firm is owned by SC/ST Entrepreneurs or not.**
- 2. Please provide UDYAM/UAM No to avail Facilities of MSME.**
- 3. Please get registered your firm with HEC Ltd.**
- 4. This procurement of goods under the reference tender is covered under Public Procurement Policy 2017, revised 16.09.2020 and here in after any further revisions**



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Annexure – 1

No. HMB/PUR/CP/21/281908/OL-6268

Date: 17-07-2021

Quotation No.....

	Requisite	HMBP/HEC Requirement	✓ your answer		Remark
			Yes	No	
1	Price Term (FOR HMBP) Inclusive of P & F charges, Freight and Insurance charges up to HMBP Stores Ranchi		Yes	No	
2	GST Registered		Yes	No	(Upload the relevant documents)
3	Payment Terms (as per clause 4 of terms & conditions of NIT)	Full payment through RTGS/ Cheque will be made within 60 days of receipt of supply at destination	Yes	No	(In case your answer is no then please mention your terms)
4	Validity of Offer (as per clause 3 of terms & conditions of NIT)	4 months	Yes	No	
5	Delivery Schedule (as per clause 5 of terms & conditions of NIT.)	within 02 weeks of PO placement	Yes	No	(In case your answer is No, then please mention your term)
6	L D Clause (as per clause 12a of terms & conditions of NIT.)	To be accepted	Yes	No —	(In case your answer is No, then please mention your term)
7	Inspection (as per clause 8 of terms & conditions of NIT)	By QCA/HMBP at your works	Yes	No	
8	Test Certificate (as per clause 18 of terms & conditions of NIT.)	To be provided by manufacturer	Yes	No —	
9	EMD (as per clause 10 of terms & conditions of NIT).	Rs. 3,00,000.00 in the form of DD or BG to be submitted	Yes	No	
10	Security Deposit (as per clause 11 of terms & conditions of NIT.)	5% of P.O. Value	Yes	No	
11	Acceptance of Risk Purchase Clause (as per clause 12b of terms & conditions of NIT.)	To be accepted	Yes	No	
12	General Condition of the Contract terms & conditions of NIT).		Yes	No	

(Signature of Tenderer with seal)

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Annexure-2

Sl. No.	Material Description	Unit	Required Quantity	Equivalent Grade Offered
1	Engine Oil 20W 40	Kg	3760	
2	Contact Grease (Electrical)	Kg	182	
3	EP 2 Grease	Kg	600	
4	Gear Oil EP 90/GX-90/GS-90	Kg	8770	
5	Gear Oil GX 140	Ltr	500	
6	HLP 46	Ltr	6300	
7	Max. Triponol 'H' Cutting Oil	Ltr	5250	
8	MP Grease	Kg	3474	
9	Pensol 140/Max Coat	Ltr	800	
10	SAE 90 Gear Oil	Ltr	800	
11	Servo Cut	Ltr	4120	
12	Servo Cut's 40	Ltr	420	
13	Servo Spinol 12	Ltr	420	
14	Servo System 150	Ltr	17790	
15	Servo System 220	Ltr	630	
16	Servo System 32	Ltr	20280	
17	Servo System 320	Ltr	3620	
18	Servo System 46	Ltr	17010	
19	Servo System 68	Ltr	27460	
20	Cutting Compound S-102	Ltr	1260	
21	Servo Spin 12/PROTOMECH SP EL	Ltr	210	
22	Servo Way 68	Ltr	3150	
23	Servo Mesh SP 150	Ltr	7250	
24	Quenching Oil	Ltr	5040	
25	Grease (Servo Gem 2)	Kg	180	
26	Cutting Oil Servo cut 945	Ltr	1260	
27	Brake Oil	Ltr	210	
28	Servomesh SP 257	Ltr	210	
29	Servomesh V.G. 460	Ltr	210	
30	Servogem EP2	Kg	1858	
31	OGL 500	Kg	1000	
32	Servomesh SP 220	Ltr	4668	
33	Servo System HLP 68	Ltr	1680	
34	Gear Oil CLP 220	Ltr	210	
35	Gear Oil 85W	Ltr	210	
36	Engine Oil SAE 15 W-40	Ltr	210	
37	Coolant Oil Radiator of Scania Part No.229028	Ltr	210	
38	Servo Mesh SP 320	Ltr	3770	



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Annexure- 3 Price Bid Format

Sl. No.	Material Description	Unit	Required Quantity	BASIC RATE in Rs. /Pc	GST % Rate	Total GST amount in Rs.	Total amount without Taxes	Total amount with Taxes
1	Engine Oil 20W 40	Kg	3760					
2	Contact Grease (Electrical)	Kg	182					
3	EP 2 Grease	Kg	600					
4	Gear Oil EP 90/GX-90/GS-90	Kg	8770					
5	Gear Oil GX 140	Ltr	500					
6	HLP 46	Ltr	6300					
7	Max. Triponol 'H' Cutting Oil	Ltr	5250					
8	MP Grease	Kg	3474					
9	Pensol 140/Max Coat	Ltr	800					
10	SAE 90 Gear Oil	Ltr	800					
11	Servo Cut	Ltr	4120					
12	Servo Cut's 40	Ltr	420					
13	Servo Spinol 12	Ltr	420					
14	Servo System 150	Ltr	17790					
15	Servo System 220	Ltr	630					
16	Servo System 32	Ltr	20280					
17	Servo System 320	Ltr	3620					
18	Servo System 46	Ltr	17010					
19	Servo System 68	Ltr	27460					
20	Cutting Compound S-102	Ltr	1260					
21	Servo Spin 12/PROTOMECS P EL	Ltr	210					
22	Servo Way 68	Ltr	3150					
23	Servo Mesh SP 150	Ltr	7250					
24	Quenching Oil	Ltr	5040					
25	Grease (Servo Gem 2)	Kg	180					
26	Cutting Oil Servo cut 945	Ltr	1260					



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27	Brake Oil	Ltr	210					
28	Servomesh SP 257	Ltr	210					
29	Servomesh V.G. 460	Ltr	210					
30	Servogem EP2	Kg	1858					
31	OGL 500	Kg	1000					
32	Servomesh SP 220	Ltr	4668					
33	Servo SystemHLP 68	Ltr	1680					
34	Gear Oil CLP 220	Ltr	210					
35	Gear Oil 85W	Ltr	210					..
36	Engine Oil SAE 15 W-40	Ltr	210					
37	Coolant Oil Radiator of Scania Part No.229028	Ltr	210					
38	Servo Mesh SP 320	Ltr	3770					



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Annexure – 4

PART-II (Price Bid)

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

Bidders may please note, the schedule of quantities is attached in the portal.

The same (BOQ) shall be downloaded and be filled in the editable (unprotected) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, name of the bidder etc.



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Annexure-5

Self-Declaration

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

Date: -

(Signature of Tenderer)

With official Seal



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Annexure 6

Format for

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

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

NO.

Dated:

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

Dear Sirs,

In consideration of your agreeing to accept the Earnest money deposit 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



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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 notwithstanding 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.



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

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

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

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

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

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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Annexure-7

Format for

BANK GUARANTEE FOR SECURITY DEPOSIT

(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 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



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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 ...'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



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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.



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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 until*'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 there under. irrespective of whether or not the original guarantee is returned to us.
15. We have power to issue this guarantee in your vour 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'



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Annexure-8

Instructions for Online Bid Submission

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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



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/ e-mail in case there is any corrigendum issued to the tender document.

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

PREPARATION OF BIDS

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

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

SUBMISSION OF BIDS

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



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

- v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- vi) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.



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