

**Heavy Engineering Corporation
Heavy Machine Building Plant
(A Govt of India Enterprises)
Ranchi- 834004 (INDIA)**

SINGLE TENDER ENQUIRY

No. HMBP/PUR/2021/962083/EL- 6294

Dated: 01.01.2022

Due date of opening of tender: 18.01.2022

Subject: E-tendering with E-price bids for Supply of Air Filter Switch, Dragline NCL through e- tender mode

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

INSTRUCTION TO BIDDERS (ITB)

1.0 Tender Summary :

Tender Ref No.	HMBP/PUR/2021/962083/EL-6294	Date: 01.01.2022
Scope of Work:	Supply of Air Filter Switch, Dragline NCL Preferred make -ABB , for sigma make Air Conditioning system	
Mode of Tender:	E- tender with E- price bid	
Type of tender	Two bid Systems:- (i) Techno-Commercial Bid (ii) Price Bid	
Last date and time for on-line submission of tender	17.01.2022	UPTO 13 Hrs (IST)
Due date and time for on line opening of tender :	18.01.2022	AT 15 Hrs (IST)
(Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened on the next full working day at same time		

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>.

Prospective Tenderers are advised to get registered themselves only on at NIC 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. A detailed instruction for online bid submission is mentioned below. 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)on the e-tenderingmode only through website (<https://etenders.gov.in/eprocure/app>), on or before the due date and time for submission of bid.

NOTE:

1. HEC reserves the right to extend / change the schedule of any activity by intimating the bidders through a notification on the e-tender portal.

2. For detailed guidance for online bid submission, please refer annexure-D.

2.0 Contents of tender documents:

1	Details description of Commercial Terms and Conditions of NIT	Annexure "A",
2	Check list of Commercial term & condition to be filled signed & stamped by bidder and scan copy of the same to be uploaded along with offer.	Annexure 'B'
3	Detail Technical specification	Annexure 'C'
4	Template for Price format/BOQ for online submission by the bidder	BOQ.xls

- A) P.C. connected with internet.
- B) Registration with Service provider portal <https://etenders.gov.in>
- C) The vendor should possess a Class-II or Class III Digital Signature certificate (Mandatory). (Bids will not be recorded without Digital Signature Certificate.)
- D) In case of any clarification please contact M/s NIC, before the schedule time of the submission of bid. Contact mail Id Of premshankarpaswan@hecltd.com
- E) Registration / Enrollment of Bidder on e- tender Portal of HEC: In order to submit the bid, the bidders have to get themselves registered online on the e- tender portal of HEC Ltd with valid Digital Signature Certificate (DSC) issued from any agency authorized by CCA and which can be traced upto the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

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

4.0 Help for participating in e-tender:

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

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

NB:

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

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

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

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

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

- a. Techno-commercial details (Part-1) – The offer is to be scanned and uploaded in our portal consisting technical details & commercial 'terms & conditions' as per annexure-A & C. The check list for commercial terms and conditions (as per annexure B) has to be duly filled by the bidder and to be uploaded while submitting the offer. **No price part is to be uploaded in this part.**
- b. Price-format/BOQ (Part-II): This part of the offer should contain price portion .The format of Price Bid/BOQ which in excel format shall be downloaded by the bidder and rate offered by the bidder shall be filled in the excel file and uploaded the same excel file of e tendering system while submitting the offer.
The price-format/BOQ which is incomplete and not submitted as per the instructions given will be liable for rejection.

Note :

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

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

Last date of Receipt of Tender Document: by 1:00 PM (IST) on 17.01.22

Due date of tender opening (Part 1 only): at 3:00 PM (IST) on 18.01.22

- 12.0 **Disclaimer clause:-**The Company (Heavy Engineering Corporation Ltd.) nor the service provider (www.etenders.gov.in) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.
- 13.0 **Instruction to bidder:** "This procurement of goods/services under the reference tender is covered under Public Procurement Policy 2017 and PPC MSME 2012, revised 16.09.2020 and here in after any further revisions".

Commercial terms and conditions:

1. Offers to be submitted on FOR HMBP Stores basis. The rate quoted shall be inclusive of all packing & forwarding, freight and transit insurance charges. **If quoted on Ex Work's basis then Freight charge to be clearly notified otherwise offer may not be accepted**
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. The rates quoted must be firm and the offers made must remain open for acceptance for minimum 90 days from the date of opening of the tender.
4. **Payment terms shall be as under: 100% payment along with 100% GST shall be made through RTGS within 60 days after receipt of material at HMBP store, Ranchi,** along with Guarantee/Warrantee certificate, Test certificate, inspection certificate /CRV (To be issued by QCA/HMBP/HEC or authorised representative of HEC), original invoice and PBG.
Note:
 - a. **For payment all the processing charges by the bank shall be on account of the firm.**
 - b. **If you offer any other payment terms other than NIT payment terms then your offer can be loaded with bank interest rate (Presently 1% per month i.e 12% per annum (Maximum) as per the rules of the company for L1 consideration only**
5. Quotations erased or over written are likely to be rejected unless all corrections are authenticated with the tenderer's signature.
6. **Delivery** – Within 2 weeks from the date of issue of the PO.
7. Full particulars i.e. specification, literature and / or drawing wherever applicable has to be submitted along with the quotation. The '**Brand**' and '**Make**' name must be indicated (as per above make List) .

HEC is registered on TReDS governed by RBI Guidelines and our registration no is HE0000320. All MSME firms are advised to be get registered on RXIL (Receivable exchange of India- Mumbai).

8. The Corporation does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of tender or portion of the quantity offered and you shall supply the same at the rate quoted.
9. Supplies will be subject to Inspection by our Inspection wing / or inspection Agencies prescribed by us.
10. Order placed as a result of this tender will be subject to the Corporation's General Terms and Conditions of contract which can be down loaded from our website (www.hecltd.com).
11. Corporation reserves the right to call for and examine at any time the books of accounts and other documents and papers of the firm for the purpose of ascertaining whether any excess payments has been made or the firm likely to be received / received undue benefit out of execution of the particular contract.
12. The final quantity may vary at the time of finalization of tender; however the proper clarification / confirmation shall be taken from the firms.
13. Delivery: The time for and the date of delivery of the Stores stipulated in the acceptance of tender shall be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein. Otherwise:
LD Clause - The purchaser to recover from the contractor a sum of 0.5 % per week (completed week) of the price of the stores(upto maximum 10 %) as liquidated

damages, which the contractor has failed to deliver as aforesaid or,
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,
To cancel the contract or a portion thereof.

14. **In case Bidder is covered under MSME criteria, it is mandatory to quote UAM/UDYAM no in Bid Documents.**
HEC is registered on TReDS governed by RBI Guidelines and our registration no is HE0000320. All MSME firms are advised to be get registered on RXIL (Receivable exchange of India-Mumbai)
15. **Guarantee** – 12 months from the date of Performance and Guarantee Test or 18 months from the date of receipt of material at HMBP store whichever is earlier.
16. **Performance Bank Guarantee** – Deposit of PBG amounting 10% of the Contract value in the form of Bank Guarantee valid till guarantee period against release of final payment.
17. **Security Deposit-** 5% of the P.O. value to be deposited by the successful bidder within 21 days after placement of order by HEC which shall remain with HEC till the completion of order by the firm. This clause is mandatory and has to be accepted by all bidders. **. If Security deposit clause is not accepted then the offer of the bidder shall not be considered.**
18. **Liquidated Damages (LD) Clause:** For late delivery, LD shall be levied @0.5 % per week (completed week) of the price of the stores (up to maximum 10%) as liquidated damages.
19. **Risk Purchase Clause:** The time for and the date of delivery of the Stores stipulated in the acceptance of tender shall be deemed to be the essence of the contract and delivery must be completed no later than the dates specified therein. Otherwise, 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 May cancel the contract or a portion thereof, and if so desired, to purchase or authorize the purchase of stores not so delivered or others of as similar description at the risk and cost of the contractor.
20. Based on HEC's requirement and in order to ensure security of supply from more than one sources, the total tendered quantity of any item may be split amongst more than one successful bidder at L1 Landed price. Hence Purchase Order may be placed on more than one firms and the repeat order for 100% quantity may be placed on successful bidder.
21. 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.
22. **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 all differences arising out of , or relating thereto, all 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 company(HEC) for adjudication by a sole arbitrator to be appointed with mutual consent by him (CMD of the company) who(sole arbitrator) shall adjudicate the matter in accordance with the arbitration and conciliation act ,1996(For short "ACT") and publish the award. The party shall have no objection if the sole arbitrator so appointed is an Ex- Employee of HEC, superannuated almost three years ago from the date of reference .If the sole arbitrator for any reason , whatsoever , becomes unable to proceed with the arbitration , the chairman-CUM-Managing Director of the company , 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 the 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 & Conciliation act , 1996 , (As amended from time to time) especially as per the provisions of schedule V and schedule VII and sections 6 , 11(2), 12(5) should be considered during the appointment of sole arbitrator.

23. **General conditions of the contract** :Unless otherwise specified in the Terms & Conditions above, this order shall be governed by General conditions of contract of purchase of HEC Ltd, which is available in the web site of HEC.(www.hecltd.com).
24. **Law Governing contract-** This contract shall be governed by the laws of India for the being in force. (2)Irrespective of the place of delivery, the place of payment under the contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued. (3)Jurisdiction of Courts: For any or all types of disputes arising out of the contract, the exclusive jurisdiction of the court (s) shall be Ranchi in the State of Jharkhand alone. (4)Marking of Stores: The marking of the stores must comply with the requirements of the laws relating to Merchandise Marks for the time being in force in India.
25. **Genuineness of documents** – Firm shall be responsible for the genuineness of all the submitted documents/certificates and if any time these are found false/fabricated then firm shall be liable for punishment as per rules of the company and can be debarred from any further participation in any tender in HEC.
26. **Mode of Despatch:** By Road to the consignee at In-charge stores /HMBP/HEC Ltd. Ranchi. For the consignments dispatched by road, the supplier shall ensure that the following are observed by them:
- i) All dispatches must be affected only on receipt of written dispatch clearance from the purchaser.
 - ii) Material shall be dispatched to In-charge stores/HMBP/HEC Ltd , Ranchi.
 - iii) Care shall be taken to avoid damages during transit to ensure that all the packages are firmly secured.
27. **PACKING, FORWARDING & SHIPMENT**
The supplier has to ensure proper packing so that material reaches destination without damage.
2. The supplier shall notify the purchaser of the date of each shipment from his works with L/R copy and the expected date of arrival at the site for information.
28. **OTHER TERMS & CONDITIONS**
- Other terms & conditions which are not mentioned above shall be as per General conditions of contract of the corporation which can be downloaded from our website www.hecltd.com.
 - The Corporation does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of tender or portion of the quantity offered and you shall supply the same at the rate quoted.

Special Note:

While submitting tender pl. mention your Registration No. with HEC as a registered vendor with valid paper.

If not pl. get registered your firm with HEC Limited immediately.

Please indicate whether your firm covered under MSES/MSES owned SC/ST or covered under SSI separately in Techno-commercial bid.

Please submit the form of Terms & Conditions duly filled in and signed by the tenderer along with your offer in technical (part-1) bid.

Annexure B

(To be filled by bidder and scan copy of the same to be uploaded along with Techno-commercial bid)

SI No.	Terms & Conditions	Desired BY HEC	Bidders Comment (Accepted / Not accepted)	Remarks
1	Price Term (Ex-Works / FOR HMBP)	FOR HMBP Stores, HEC LTD.		
2	Packing and Fwd. (Included/Not Applicable)	To be included in quoted price.		
3	GST Registration certificate	To be furnished		
4	TAXES (GST)	% of Applicable Taxes to be indicated Extra		
5	Payment Terms	To be confirm as per NIT		
6	Validity of Offer	Minimum 90 days from the date of opening of tender		
7	Price Variation Clause	Prices will be firm till the execution of order. (To be confirmed).		
8	Delivery Schedule	Within 2 weeks from the date of issue of the PO.		
9	Inspection	Supplies will be subject to inspection by our Inspection wing/or Inspection agencies prescribed by QCA/HMBP or his representative.		
10	PBG @ 10% of the Contract value	To be deposited in the form of Bank Guarantee valid till guarantee period.		
11	Security Deposit for 5% of PO value	To be deposited by successful bidder within 21 days after placement of order by HEC. This clause is mandatory and has to be accepted by the bidder. . If Security deposit clause is not accepted then the offer of the bidder shall not be considered.		
12	Guarantee/Warranty Certificate	To be provided (12 months from the date of commissioning or 18 months from the date of supply & acceptance of materials at consignee's end whichever is earlier)		
13	L/D Clause Acceptable (Yes/No)	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, 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, To cancel the contract or a portion thereof		
14	Special terms (If Any)			

SI No.	Terms & Conditions	Desired BY HEC	Bidders Comment (Accepted / Not accepted)	Remarks
15	Acceptance of Risk Purchase Clause (Yes/No)	To be Accepted as per SI -20 commercial term & Condition of NIT.		
16	GCC of HEC (available in tender section at HEC website : www.hecltd.com)	To be accepted as per SI 24 of NIT's annexure-A		
17	Confirmation of Supplying the materials as per Enquiry Schedule	YES/ NO		
18	If firm is owned by SC/ST Entrepreneurs	To be indicated		
19	UAM (Udyog Aadhar No) if registered under MSME/UDYAM NO	To be mentioned by bidder if applicable		
20	Materials shall be manufactured & supplied in line with in adherence of QMS/EMS/OHSAS	To be confirmed		

NOTE:

1. Please indicate whether your firm is covered under MSEs/MSMEs owned by SC/ST or covered under SSI separately in Tech. Bid.
2. Terms & Conditions duly filled, signed & stamped in and to be submitted along with offer otherwise your offer may not be evaluated.

Detailed Technical Specifications

**Return Air Filter, 477MM x 312MM M15
(for Sigma make Air Conditioning System)
Part No. AS503103S
Qty. 02 Nos.**

Instructions for Online Bid Submission

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

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

PREPARATION OF BIDS

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of

each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

- iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR formats. Bid documents may be scanned with 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 as applicable and enter details of the instrument.
- iv) Bidder should prepare the tender fee as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by as specified in the tender documents. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

Note : Bidder should filled unit rate , GST, etc properly through e-price bid system as per our format i.e BOQ.xls and upload the same .This will be consider for final & binding to the bidder

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.

- vi) 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.

- vii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii) 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.
- ix) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 **CPP Portal** Helpdesk.

Note: For any query related to registration and processing on the Portal please visit FAQ available at

<https://etenders.gov.in/eprocure/app?page=FAQFrontEnd&service=page>

You may call the Helpdesk. The 24 x 7 Help Desk Numbers are

0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787

E-Mail: support-eproc@nic.in

Format of BANK GUARANTEE of Security Deposit

TO,

M/S HEAVY ENGINEERING CORPORATION LIMITED

PLANT PLAZA ROAD,

DHURWA,

RANCHI – 4

DEAR SIR,

IN CONSIDERATION OF YOUR AGREEING TO ACCEPT THE SECURITY DEPOSIT OF RS.'amount'..... FURNISHABLE TO YOU BY M/S*'firms name'*..... (HEREINAFTER REFERRED TO AS CONTRACTOR) IN TERMS OF THE CONTRACT NO.*'HEC's purchase order no'*.....FOR SUPPLY OF*'details of items'*.....(HEREINAFTER REFERRED TO AS THE 'CONTRACT') IN THE FORM OF A BANK GUARANTEE IN THE MANNER HEREINAFTER CONTAINED WE.....*'bank details'*..... BRANCH, HAVING REGISTERED OFFICE AT*'place'*..... DO HEREBY COVENANT AND AGREE WITH YOU AS FOLLOWS:

1. WE HEREBY UNDERTAKE TO INDEMNIFY YOU UP TO A SUM OF RS.'amount'.....(RUPEES*'amount in words'*.....) AGAINST ANY LOSS OR DAMAGE CAUSED TO OR SUFFERED BY YOU OR THAT MAY CAUSED TO OR SUFFERED BY YOU BY REASON OF ANY BREACH OR BREACHES ON THE PART OF THE CONTRACTOR OF ANY OF THE TERMS AND CONDITIONS CONTAINED IN THE SAID CONTRACT AND IN THE EVENT THE CONTRACTOR SHALL MAKE ANY DEFAULT OR DEFAULTS IN CARRYING OUT ANY OF THE WORKS UNDER THE SAID CONTRACT OR OTHERWISE IN THE OBSERVANCE AND PERFORMANCE OF ANY OF THE TERMS AND CONDITIONS RELATING THERETO IN ACCORDANCE WITH THE TRUE INTENT AND MEANING THEREOF, WE SHALL FORTHWITH ON DEMAND AND WITHOUT ANY PROTEST OR DEMUR PAY TO YOU SUCH SUM OR SUMS NOT EXCEEDING IN TOTAL THE SAID SUM OF RS.'amount'.....(RUPEES*'amount in words'*.....) AS MAY BE CLAIMED BY YOU AS YOUR LOSSES AND / OR DAMAGES, COSTS, CHARGES OR EXPENSES BY REASON OF SUCH DEFAULT OR 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 UNTILL 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 CONTRTACTOR 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 ENFORECED AFTER THE SAID DATE.
4. WE'*bank name*'....., FURTHER UNDERTAKE TO EXTEND THE VALIDITY OF THIS BEYOND THE PERIOD PRESCRIBED IN CLAUSE 3 OR AS EXTENDED FROM TIME TO TIME, FOR SUCH FURTHER PERIOD AS MAY BE REQUIRED IN WRITING BEFORE THE EXPIRY OF THIS AND UPON SUCH EXTENSION(S), ALL TERMS AND CONDITIONS OF THIS SHALL REMAIN IN FULL FORCE TILL THE EXPIRY OF THIS EXTENDED PERIOD(S).
5. YOU WILL HAVE THE FULLEST LIBERTY WITHOUT AFFECTING THIS GUARANTEE FROM TIME TO TIME TO VARY ANY OF THE TERMS AND CONDITIONS OF THE SAID CONTRACT OR EXTEND THE TIME OF PERFORMANCE OF THE CONTRACTOR OR TO POSTPONE FOR ANY TIME OR FROM TIME TO TIME ANY OF YOUR RIGHTS OR POWERS AGAINST THE CONTRACTOR AND EITHER TO ENFORCE OR FOREBEAR TO ENFORCE ANY OF THE TERMS AND CONDITIONS OF THE SAID CONTRACT AND WE SHALL NOT BE RELEASED FROM OUR LIABILITY UNDER THIS GUARANTEE BY THE EXERCISE OF YOUR LIBERTY WITH REFERENCE TO MATTERS AFORESAID OR BY REASON OF ANY TIME BEING GIVEN TO THE CONTRACTOR OR ANY OTHER FORBEARANCE , ACT OR OMISSION ON YOUR PART OR ANY INDULGENCE BY YOU TO THE CONTRACTOR OR BY ANY OTHER VARIATION OR MODIFICATION OF THE SAID CONTRACT OR ANY OTHER ACT, MATTER OR THINGS WHATSOEVER, WHICH, UNDER THE LAW RELATING TO SURETIES, WOULD BUT FOR THE PROVISIONS HEREOF, HAVE THE EFFECT OR SO RELEASING US FROM OUR LIABILITY HEREUNDER PROVIDED ALWAYS THAT NOTHING HEREIN CONTAINED WILL ENLARGE OUR LIABILITY HEREUNDER BEYOND THE LIMIT OF RS.'*amount*'.....(RUPEES'*amount in words*'.....) AS AFORESAID OR EXTEND THE PERIOD OF THE GUARANTEE BEYOND THE SAID DATE OF ...'*date*'.... UNLESS EXPRESSLY AGREED TO BY US IN WRITING IN TERMS OF CLAUSE 4 HEREOF.
6. THIS GUARANEE 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 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 OF AND BE AVAILABLE TO AND ENFORCEABLE BY THE ABSORBING OR AMALGAMATED COMPANY OR CONCERN.
12. THIS GUARANTEE IS IRREVOCABLE DURING THE PERIOD OF ITS CURRENCY AND SHALL NOT BE REVOKED WITHOUT YOUR PREVIOUS CONSENT IN WRITING.
13. WE FURTHER AGREE AND UNDERTAKE TO PAY YOU THE AMOUNT DEMANDED BY YOU IN WRITING IRRESPECTIVE OF ANY DISPUTE OR CONTROVERSY BETWEEN YOU AND THE CONTRACTOR OR ANY REFERENCE TO ARBITRATION OF THE SAID DISPUTE / CONTROVERSY PENDING OR A CIVIL SUIT FILED BY THE CONTRACTOR IN RESPECT OF THE DISPUTE OR CONTROVERSY.
14. NOTWITHSTANDING ANYTHING CONTAINED HEREIN ABOVE OUR LIABILITY UNDER THIS GUARANTEE IS RESTRICTED TO RS.'amount'.....(RUPEES*'amount in words'*.....) AND THIS GUARANTEE SHALL REMAIN IN FORCE UNTILL*'date'*.... UNLESS A WRITTEN CLAIM IS LODGED ON US FOR PAYMENT UNDER THIS GUARANTEE WITHIN SIX MONTHS FROM THE DATE OF EXPIRY OF THIS GUARANTEE i.e. ON OR BEFORE ...*'date'* + *'6 month'*..... ALL YOUR RIGHTS UNDER THIS GUARANTEE SHALL BE FORFEITED AND WE SHALL BE DEEMED TO HAVE RELEASED AND DISCHARGED FROM ALL LIABILITIES

THEREUNDER. IRRESPECTIVE OF WHETHER OR NOT THE ORIGINAL GUARANTEE IS RETURNED TO US.

15. WE HAVE POWER TO ISSUE THIS GUARANTEE IN YOUR FAVOUR UNDER THE MEMORANDUM AND ARTICLES OF ASSOCIATION OF THE BANK AND THE UNDERSIGNED HAS FULL POWER TO EXECUTE THIS GUARANTEE UNDER THE POWER OF ATTORNEY GRANTED TO THEM BY THE BANK.

FOR AND ON BEHALF OF

'name of bank'

'signature with seal'

FORMAT OF PERFORMANCE BANK GUARANTEE

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

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

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

Validity -----

Claim period-----

To:

M/s Heavy Engineering Corporation Ltd.

Heavy Machine Building Plant

Ranchi-834004 Jharkhand

In consideration of your having placed an order bearing Purchase Order No.-----dated:---
----- with-----
------(hereinafter referred to as
Supplier) for the supply of-----

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

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

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

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

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

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

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

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

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

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

Seal of the Bank