

(A Govt. of India Enterprise) Ranchi – 834 004 (INDIA)

Date: 10.12.2021

Tender Enquiry No. PUR/HMB/FI (647)/20-6292

TENDER ENQUIRY

Sub: E-tendering with E-price bids for Supply ofBucket Spares.

Tenders are invited on line through E - T e n d e r website **only.** 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 TenderSummary:

Tender Ref No.	PUR/HMB/ FI(647)/20-6292	
	dated 10.12.2021	
0 . (
Cost of Tender documents / Tender Fee	Not Applicable	
EMD: Bids must be accompanied by a	Rs.30,000/- in the form of ba	ank demand draft
Earnest Money Deposit (Bid Security)	in favour of "Heavy Enginee	ering Corporation
.(Exempted for NSIC/SSI/MSME	Limited" and payable at par	at Ranchi or in
registered firms)	form of BG (BG format A	nnexure C)to be
(As nor NIT clause No.4C of Announce A)	submitted with Part-I of the	tender i.e. with
(As per NIT clause No:16 of Annexure A)	techno-commercial bid .	
Mode of Tender:	E tender with e price bid	
Type of tender	Two Bid System	
Last date and time for on-line submission	30.12.2021	UPTO 13 Hrs
of tender		
oi teriuei		(IST)
	03.01.2022	(IST) AT 15 Hrs
Due date and time for on line opening of tender:	03.01.2022	, ,
Due date and time for on line opening of tender:		AT 15 Hrs
Due date and time for on line opening of tender: Due date and time for online opening of	Will be intimated through	AT 15 Hrs
Due date and time for on line opening of tender: Due date and time for online opening of Price bid of techno commercially suitable		AT 15 Hrs
Due date and time for on line opening of tender: Due date and time for online opening of Price bid of techno commercially suitable firms	Will be intimated through e tender portal	AT 15 Hrs (IST)
Due date and time for on line opening of tender: Due date and time for online opening of Price bid of techno commercially suitable	Will be intimated through e tender portal	AT 15 Hrs (IST)

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.

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

NOTE:

- 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-F.

2.0 Contentsoftenderdocuments:

1	Technical specification & CommercialTermsand ConditionsofNIT	Annexure "A" & Annexure 'B' respectively
2	Template for Price format/BOQ for online submission by the bidder	BOQ.xls

Requirements for Vendors:

- A) P.C. connected with internet.
- B) Registration with Service provider portal https://etenders.gov.in
- C) The vendor should posses a Class-II or Class III Digital Signature certificate (Mandatory). (Bids will not be recorded without Digital Signature Certificate.)
- D) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 **CPP Portal**Helpdesk.

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

https://etenders.gov.in/eprocure/app?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

- 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://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

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- 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** Incomplete offers shall not be considered.
- 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 i.e, Two Parts (Part-1 & Part-2) in the following manner and shall be submitted through electronic mode only as detailed below:

- a. Techno-commercial bid (Part-1) details The offer is to be scanned and uploaded in HEC and CPP portal consisting technical details as per annexure-A. The check list for commercial terms and conditions (as per annexure A & B). The format as per Annexure-B (Commercial checklist sheet) shall be downloaded and the same file duly filled by the bidder is to be uploaded while submitting the offer. No price part is to be uploaded in this part.
- b. Price-format/BOQ (Part-2) details: 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.

The price part shall be submitted strictly in the given BOQ excel format and no changes on later stage will be allowed. BOQ prices/terms will be the final and no other terms will be considered, therefore you are all requested to fill the BOQ carefully with inclusive of all the other charges or taxes applicable.

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

Bid Opening Process is as below:-

<u>Cover-I:</u> 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. The bidder shall upload the requisite clarification / documents within time specified by HEC, failing which tender will be liable for rejection. <u>Cover-II:</u> 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



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changes in the date shall be intimated through e-tendering portal).

11.0 Please read carefully before you quote: -

Last date of Receipt of Tender Document: by 1:00 PM (IST) on 30/12/2021

Due date of tender opening:

at 3:00 PM (IST)on 03/01/2022

- 1. Items to be supplied as per the provided specifications.
- 2. It should be quoted on CIF Kolkata basis on INCOTERMS 2020.
- 3. Validity Minimum 90 days from the date of opening of tender.
- 4. Order will be under L.D. clause.
- 5. Price format:-Filled in Price format to be uploaded as per BOQ of NIT.
- 6. Commercial Terms and condition checklist in Annexure-B to be submitted/uploaded along with offer i.e, Part-1 of the bid.
- 7. The EMD (BG or DD) needs to be sent to office of purchaser before in advance so that it reach before scheduled date of opening of tender and the envelope containing EMD shall be super scribe the "EMD for the Tender Reference Number and the date".

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

8. **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.



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Annexure A

1.0 SCOPE OF SUPPLY: -

SI.	Material Code	Description	Material	Qty. in No
A.	Bucket Spares for BEML Make Dragline			
1	4107013925	Wedge Assembly , MP309706	Special steel	2
2	4107013927	Trunion Link Assembly , MP425923	Special steel	14

Note:-

- 1. These spare parts to be fitted in BEML MAKE 24/96 Dragline Bucket.
- 2. Make of the Bucket spares shall be SIMCO.

Note:

L-1 techno-commercial suitable firm will be decided on package basis i.e, procurement shall be done on package basis i.e, L-1 bidder shall be determined on the basis of landed cost on CIF Kolkata basis of total offered value i.e, sum of landed cost of all items as per scope of supply of NIT and order placement shall be done on overall L-1 bidder.

Commercial terms and conditions:

- 1. Offers to be submitted on CIF, Kolkata basis INCOTERMS 2020. The rate quoted shall be inclusive of all packing & forwarding, freight and transit insurance charges.
- 2. The Price quoted by the tenderer/bidder should be exclusive of GST if applicable. 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 minimum90 days from the date of opening of tender.
- 4. Payment terms shall be as under: [Select (a) or (b) and confirm (c) below]
 - (a) For supply:100% through L/C with usance period of 60 days from the date of dispatch of material and against submission of PBG of 10% order value valid till guarantee period.

or

(b) For supply:90% through L/C with usance period of 60 days from the date of dispatch of material and balance 10% through T.T after the expiry of guarantee period.

Note: For opening of LC, documents required : a)Proforma Invoice



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- b) Material Readiness Certificate
- c) Bank Details

For payment, Documents required to be submitted against LC

- a) Invoice- 3copies
- b) Packing list
- c) Certificate of the country of origin
- d) Fitment Guarantee Certifictae
- e) Bill of Lading
- f) Manufacturing test certificate
- g) Manufacturer's Inspection Certificate
- h) Manufacturer's Guarantee certificate
- i) PBG
- j) Insurance certificate

(c) Release of Shipment:-

One set of original documents shall be submitted to HEC directly in original, immediately after the dispatch of material from the firm's port of shipment.

Note:

- a) All bank charges outside India shall be on the 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. Offered Make of the items shall be strictly as per the scope of supply of the items.
- 6. Quotations erased or over written are likely to be rejected unless all corrections are authenticated with the tenderer's signature.
- 7. Delivery -within 2 monthon CIF KOLKATA basis on INCOTERM 2020 basis from the date of placement of PO.
- 8. 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.
- 9. Authorization certificate:

All the participating distributors/traders shall submit the authorization certificate with the techno commercial document, duly signed and stamped by the principal/manufacturer against this tender. Certificate shall clearly mention the distributor name and complete address along with the tender enquiry number for the participation. Also authorized signatories email id, address and phone number shall be included on it.

Without the authorization certificate your offer will not be considered.

10. 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.

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- 11. **Inspection Clause :-**Goods/ Material shall be inspected against manufacturer Test Certificate/inspection certificate/Fitment guarantee certificate at consignee Stores/HMBP, Ranchi by I/c QCA or his representative. However, HEC reserve the right to inspect the material after receipt of material at HMBP store and if it found NOT CONFORMING to our specification at any stage, then the material shall be rejected and firm have to replace it at no extra cost. Supplies will be subject to Inspection by our Inspection wing / or inspection Agencies prescribed by us.
- 12. 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).
- 13. 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.
- 14. Bidders shall submit the documents in support of previous past supplies for the same /similar specification of items mentioned in this tender.
- 15. 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:
 - a) **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.
 - 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.
- 16. **EMD:**-Bids must be accompanied by a Earnest Money Deposit (Bid Security) amounting to Rs.30000/- in the form of bank draft or BG in favour of "Heavy Engineering Corporation Limited" and payable at par at Ranchi (BG format Annerure C) along with Part-I of the tender i.e. with techno-commercial bid. (Scan copy of DD/BG to be uploaded along with techno-commercial bid and the original DD/BG to be sent through courier / submitted by hand to the office of undersigned). Format of EMD BG is placed at Annexure C. **Exemption:**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 / notarized copy of their valid registration certificate with NSIC for grant of exemption.

In case Bidder is covered under MSME criteria, it is mandatory to quote UAM no in Bid Documents. HEC is registered on TReDS governed by RBI Guidelines and our registration no is HE0000320. All MSME firms are advised to be get registered on RXIL (Receivable exchange of India-Mumbai)

- 17. **Guarantee –** The materials supplied shall be guaranteed for a period of 12 months from commissioning or 18 months from date of receipt and acceptance of material, whichever is earlier.
- 18. **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. Format of SD, BG is placed at Annexure D.
- 19. **Performance Bank Guarantee (BG format annexure E):** The successful bidder has to submit the performance bank guarantee of 10% of order value valid till guarantee period after supply/dispatch of the material (in case order placed on the firm).

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- 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. **Risk Purchase Clause**: If the material is not supplied with in the stipulated period then material can be procured at the risk & cost of the firm without giving any notice to the firm.
- 22. 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.
- 23. HEC reserves the right to accept or reject any offer without assigning any reasons whatsoever. Also, HEC reserves the right to cancel this tender in case the proposals/offers received is not satisfactory, without assigning any reasons whatsoever.
- 24. As per the RBI norms the claim period of BG (bank guarantee) shall be valid up to 12 months from the date of expiry, therefore the BG for EMD, SD and PBG shall be made in line with this clause.
- 25. **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).

26. 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 .

JURISDICTIONOFCOURT

For any or all types of disputes arising out of the contract, the jurisdiction of courtshallbeatRanchiintheStateofJharkhand(INDIA)alone.

28. Law Governing contract-

- 1) 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



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laws relating to Merchandise Marks for the time being in force in India.

29. PACKING, FORWARDING & SHIPMENT:

- a. The supplier has to ensure proper packing so that material reaches destination without damage.
- b. The supplier shall notify the purchaser of the date of each shipment from his works with L/R copy or BOL copy and the expected date of arrival at the site for information.
- 30. Principal's Performa invoice indicating commission payable to Indian agent shall be submitted. The commission payable shall be mentioned in terms of percentage only, no where price shall be mentioned otherwise your offer will be rejected. This has to be submitted along with the Techno commercial bid i.e., part-1 of the tender.
- 31. One agent cannot represent two supplier or quote on their behalf in a particular tender.
- 32. Either the Indian agent on behalf of foreign principal or foreign principal directly could bid in a tender but not both.
- 33. All the bank Guarantees made by the foreign bidder against the EMD, SD and PBG if any shall be routed through HEC banker:International Banking Division ,Commercial Branch DorandaSBI , Ranchi, Jharkhand India ,and in the globally accepted format as (and format approved by RBI). No Bank guarantee from foreign vendor will be accepted directly.
- 34. Conversion of tender foreign currencies to Indian Rupees:
 - In case the TE document permits the tenderers to quote their prices in different currencies, all such quoted prices of the responsive tenderers will be converted to a single currency viz., Indian Rupees for the purpose of equitable comparison and evaluation, as per the TT selling exchange rates of SBI FOREX Card rates on the date of opening of Tender will be considered.
- 35. Price part of the tender shall be submitted in the BOQ excel format. From the dropdown column, quoted currency can be selected. In single currency only all the prices shall be filled.
- 36. The price part shall be submitted strictly in the given BOQ excel format and no changes on later stage will be allowed.BOQ prices/terms will be the final and no other terms will be considered, therefore you are all requested to fill the BOQ carefully with inclusive of all the other charges or taxes applicable.
- L-1 techno-commercial suitable firm will be decided on package basis i.e, procurement shall be done on package basis i.e, L-1 bidder shall be determined on the basis of landed cost on CIF Kolkata basis of total offered value i.e, sum of landed cost of all items as per scope of supply of NIT and order placement shall be done on overall techno commercially suitable L-1 bidder.
 - 37. ALL BIDDERS AS PER OM No. F. No. 6/ 18/ 2019 PPD dated 23.07.2020 ISSUED BY MINISTRY OF FINANCE, DEPARTMENT OF EXPENDITURE, PUBLIC PROCUREMENT DIVISION. ANY BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA WILL BE ELIGIBLE TO BID IN ANY PROCUREMENT WHETHER OF GOODS, SERVICES (INCLUDING TURNKEY PROJECTS) ONLY IF THE BIDDER IS REGISTERED WITH COMPETENT AUTHORITY, WHICH IS SPECIFIED IN ABOVE REFERRED ORDER OF MINISTRY OF FINANCE.

All the clauses of Order No. F. No. 6/ 18/ 2019 - PPD dated 23.07.2020 issued by Ministry of finance (dept of Expenditure) shall be applicable against the tender. The same is available at website https://doe.gov.in/procurement-policy-divisions)



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

38. 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.

Please indicate whether your firm covered under MSMES/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 techno commercial (part-1) bid.

For any clarification required mail us at

mithileshkumar@hecltd.com/purhmbp@hecltd.com/ vimalkumar@hecltd.com/s.rajoria@hecltd.com

Mgr/Purchase Heavy Machine Building Plant

Mathe Kuma

Heavy Engineering Corporation Limited



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Annexure B

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

SI	Terms & Conditions	Desired BY HEC	Bidders Comment	Remarks
No.			(Accepted / Not	
			accepted)	
1	All Items of NIT to be quoted by	To be accepted		
	bidder in line with the technical			
	instruction mentioned in the scope			
	of supply. Make of Item: HEC-SIMCO only			
2	Price Term (CIF Kolkata)	CIF Kolkata		
3	Packing, Fwd. and Freight Charges	To be included in quoted price. If not		
Ü	(Extra/Included/Not Applicable)	included then clearly indicate		
		amount.		
4	GST Registration certificate	To be furnished		
5	TAXES (GST)	% of Applicable Taxes to be		
	- (/	indicated Extra		
6	Payment Terms	To be confirm in line with NIT Clause		
		No.4 of NIT's annexure-A		
7	Validity of Offer	Minimum 90 days from the date of		
0	Discovering Of	opening of tender		
8	Price Variation Clause	Prices will be firm till the execution of		
9	Delivery Schedule	order. (To be confirmed) Within 2 months from the date of		
9	Delivery Schedule	placement of PO.		
10	Inspection clause with PDI	By QCA/HMBP as per Clause No 11		
11	Tender Cost	Not Applicable		
12	EMD	Rs 30,000/- in the form of DD or BG to		
12	LIVID	be submitted (Exempted for NSIC/SSI		
		/MSME registered firms)		
13	Guarantee/Warranty Certificate	To be provided (The materials supplied		
		shall be guaranteed for a period of 12 months from commissioning or 18		
		months from date of receipt &		
		acceptance of material whichever is		
4.4	M 6 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	earlier)		
14	Manufacturer's Inspection certificate	To be furnished		
15	Manufacturer's Testing Certificate	To be furnished		
16	Certificate of country of origin	To be furnished		
17	Insurance certificate to be submitted	To be furnished		
	Security Deposit for 5% of PO	To be deposited by successful bidder		
	value.	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		
18		the offer of the bidder shall not be considered.		
	Performance bank guarantee for	BG for performance from any		
	10% of order value.	nationalized bank in favor of HEAVY ENGINEERING CORPORATION		
		LIMITED, Ranchi as per tender enquiry.		
		This clause is mandatory and has to		
19		be accepted by the bidder. If PBG		



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		clause is not accepted then the offer of the bidder shall not be considered.	
20	L/D Clause Acceptable (Yes/No)	To be Accepted (As per NIT's annexure-A) clause no-15	
21	Special terms (If Any) Acceptance of Risk Purchase	To be Accepted as per NIT's clause	
22	Clause (Yes/No) GCC of HEC (available in tender section at HEC website :	no-21 of annexure-A To be accepted as per NIT's clause	
23	www.hecltd.com)	no-25 of annexure-A	
24	Confirmation of Supplying the materials as per Enquiry Schedule	YES/ NO	
25	All NIT conditions are acceptable	Yes/No, if no then state the clause wise deviation	
26	Authorization Certificate	If applicable Authorized by the principal/manufacturer to be submitted as per NIT clause No:9	
27	Principals performa invoice to be submitted indicating the commission payable to the Indian	If applicable To be submitted as per NIT clause No :30	
28	If firm is owned by SC/ST Entrepreneurs	To be indicated	
29	UAM (Udyog Aadhar No)/ UDYAM registration No if registered under MSME	To be mentioned by bidder if applicable	
30	Whether registered with RXIL on TreDS platform	To be confirmed (YES/NO)	
31	Model certificate	TO be submitted as per Annexure F	

NOTE:

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

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Bidders Sign Seal and Stamp



NO.

HEAVY MACHINE BUILDING PLANT HEAVY ENGINEERING CORPORATION LIMITED

(A Govt. of India Enterprise) Ranchi – 834 004 (INDIA)

Annexure- C

Dated:

FORMAT FOR

BANK GURANTEE FOR EARNEST MONEY DEPOSIT

TO MATERIAL MANAGEMENT DIVISION HEAVY MACHINE BUILDING PLANT HEAVY ENGINEERING CORPORATION LTD. RANCHI-834004, JHARKHAND INDIA Dear Sirs,
In consideration of your agreeing to accept the Earnest money deposit of Rs(Rs(Rs
to as the Contract) in the form of a Bank Guarantee in the Manner hereinafter contained wedo hereby covenant and agree with you as follows.
1. We hereby undertake to indemnify you up to a sum of Rs
2. Not withstanding 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

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4.	We,	further undertake	e to extend the v	alidity of this b	beyond the pe	riod prescri	bed in
cla	ause 3 or as extended from time t	to time for such f	urther period as	may be requi	red in writing	before the	Expiry
of	this and upon such extension(s),	all terms and co	onditions of this	shall remain i	n full force till	the expiry	of this
ex	tended period(s).						

- 6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the contractor.
- 7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any ways inconsistent with any of the provisions of this guarantee.
- 8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
- 9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special Courier or Telefax to us or our Local Address as aforesaid.
- 10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee or guarantees heretofore given to you by us whether jointly with others or alone and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
- 11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any Amalgamation or absorption thereof or therewith but will ensure for the benefit or and be available to and enforceable by the absorbing or amalgamated company or concern.
- 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.



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4. Not withstanding anything contained herein above our liability under this guarantee is restricted to Rs (Rs in force untilonly) 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 kpiry of this guarantee. i.e. On or beforeall your rights under this guarantee shall be forfeited and e shall be deemed to have released and discharged from all liabilities there under, irrespective of whether or not e original guarantee is returned to us.
5. We have power to issue this guarantee in your favour under the memorandum and articles of association of e bank and the undersigned has full power to execute this guarantee under the power of Attorney Granted to em by the Bank.
FOR AND ON BEHALF OF
'name of bank'
'signature with seal'



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Annexure—D

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
PLANT PLAZA ROAD,
DHURWA,
RANCHI – 4
Dear sir,
In consideration of your agreeing to accept the security deposit of rs
1. We hereby undertake to indemnify you up to a sum of rs'amount'

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- 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 17ntil 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 enforceed 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).
- 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.

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- 10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation of or substitutuion 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 previsous 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 gurantee shall remain in force 18ntil'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 realeased 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'



their behalf.

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Annexure—E

FORMAT OF PERFORMANCE BANK GURANTEE

(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: Purchase Order No.: dated: Date:
Validity
Claim period
То:
M/s Heavy Engineering Corporation Ltd.
Heavy Machine Building Plant
Ranchi-834004 Jharkhand
In consideration of your having placed an order bearing Purchase Order Nodated: 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 Rsfor 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.
Wefurther 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 sgree 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 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
DULIU AUV GASE. SUAII IIOLEXIEUO DEVOUO

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



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Ne last with the previous consent of the corporat	ly undertake not to revoke this bank guarantee during its currency except ion in writing.
guarantee is made from the date i.e. on	ted above, our liability under this guarantee will be restricted to Rsemain in force up to, unless a demand or claim under this or beforeall your rights under the said guarantee and discharged from all liabilities there under.
Dated at day of	
Seal of the Bar	nk
	'name of bank'
	'signature with seal'



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Annexure F

Model Certificate for the tenders:

"I/ We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/ We certify that bidder M/s. _____ (name of the bidder) is not from such a country or if from such a country, has been registered with the Competent Authority. We hereby certify that bidder M/s. _____ (Name of bidder) fulfills all the requirement in this regard and is eligible to be considered against the tender." [Where applicable, evidence of valid registration by the competent authority must be attached]

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

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

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

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Bidders Sign Seal and Stamp



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Annexure G

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

- 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.

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- 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 documentsmaybescannedwith100dpiwithblackandwhiteoptionwhichhelpsinreducingsizeof the scanneddocument.
- 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. Bidderscanuse"MySpace"or"OtherImportantDocuments"areaavailabletothemtouploadsuch documents.Thesedocumentsmaybedirectlysubmittedfromthe"MySpace"areawhilesubmittinga 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

- 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) Thebidderhastodigitallysignanduploadtherequiredbiddocumentsonebyoneasindicatedinthe tenderdocument.
- iii) Bidderhastoselectthepaymentoptionas "offline" topaythetenderfee/EMD as applicable and enter details of the instrument.
- iv) BiddershouldpreparetheEMDaspertheinstructionsspecifiedinthetenderdocument. Theoriginal should be posted/couriered/given in person to the concerned official, latest by as specified in the tenderdocuments. The details of the DD/anyotheraccepted 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.
- Bidders are requested to note that they should necessarily submit their financial bids in the format providedandnootherformatisacceptable.If thepricebidhasbeengivenasastandardBOQformat 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 changed. Once the details have been completed. the bidder saveitandsubmititonline, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will berejected.
- 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 bidsubmission.
- 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



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keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bidopeners.

- viii) Theuploadedtenderdocumentsbecomereadableonlyafterthetenderopeningbytheauthorized bidopeners.
- 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 summarywillbedisplayedwiththebidno.andthedate&timeofsubmissionofthebidwith all other relevantdetails.
- x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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

 $0120\text{-}4200462,\,0120\text{-}4001002,\,0120\text{-}4001005,\,0120\text{-}6277787$

E-Mail: support-eproc@nic.in