 एच॰ई॰सी॰ ISO 9001:2000	<b>HEAVY MACHINE BUILDING PLANT</b> <b>HEAVY ENGINEERING CORPORATION LIMITED</b> (A Govt. of India Enterprise) Ranchi – 834 004 (INDIA)
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**Tender Enquiry No. PUR/HMB/21/965622/MW- 6345**

**Dtd :25.07.22**

### TENDER

**Sub: E-tendering with E-price bids for Supply of Hydraulic Control System for 5CuM Excavator.**

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

### INSTRUCTION TO BIDDERS (ITB)

#### 1.0 Tender Summary :

Tender Ref No.	Enquiry No. PUR/HMB/21/965622/MW- 6345 Dtd: 25.07.22	
Item details	Hydraulic Control System for 5CuM Excavator with consumable spares	
Cost of Tender documents / Tender Fee	Not Applicable	
Mode of Tender:	E tender with e price bid	
Earnest Money Deposit (EMD) (To be submitted in the form of DD / BG in favor of Heavy Engineering Corporation Limited, Payable at Ranchi	Rs.30,000/- (Please see clause no. 7 to more details)	
Type of tender	Two bid system, part 1 – techno commercial Part 2- price bid	
Annexure-A	Enquiry schedule	
Annexure- I	Item Description	
Annexure-B	Commercial Check List	
Annexure- C	Format of Security Deposit	
Annexure- D	Format of PBG	
Annexure- E	Format of EMD BG	
Annexure-F	Local Content Declaration	
Last date and time for on-line submission of tender	09.08.22	UPTO 13 Hrs (IST)
Due date and time for on line opening of tender Part 1 only:	10.08.22	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 register themselves only on at NIC e-tender portal i.e. <https://etenders.gov.in/eprocure/app>, obtain 'User ID' & 'Password' and go through the 'Self Help files' available in the Home Page after log in to the portal <http://etenders.gov.in>. They should also obtain Class III Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. Detailed instructions for online bid submission 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) 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: HEC reserves the right to extend / change the schedule of any activity by intimating the bidders through a notification on the e-tender portal.

## 2.0 Contents of tender documents:

1	Techno-Commercial Terms and Conditions of NIT	Annexure "A" & Annexure 'B'
2	Template for Price Bid/BOQ format for online submission by the bidder	BOQ.xls

## 3.0 Requirements for Vendors:

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

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

## 5.0 Help for participating in e-tender:

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

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

NB : ( I )

- (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>
- 6.0 The offer should be submitted (uploaded) strictly as per the terms and conditions and Procedures laid down in the website <https://etenders.nic.in> tender document failing which the offer is liable for rejection.
- Bidders should download the complete NIT including the Annexure and read carefully before filling the details and uploading the documents.
- 7.0 The offers with any deviations to the NIT Terms and conditions shall be liable for rejection.
- 8.0 The bidder must upload all the documents required as per the terms of NIT. (Any other document uploaded which is not required as per the terms of the NIT shall not be considered.)
- 9.0 It may 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).
- 10.0 There will be no physical sale of the tender documents.

#### **11.0 PREPARATION OF TENDER DOCUMENTS :**

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

- a. Techno-commercial bid – The offer is to be scanned and uploaded in our portal consisting technical details

The commercial terms and conditions (as per annexure B). The format (Commercial sheet.xls) in excel format shall be downloaded and the same excel file duly filled by the bidder is to be uploaded while submitting the offer.

- b. Price-Bid/BOQ: This part of the offer should contain price portion .The format of Price Bid/BOQ which in excel format shall be downloaded by the bidder and rate offered by the bidder shall be filled in the excel file and uploaded the same excel file of e tendering system while submitting the offer.

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

Note :

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

### **Bid Opening Process is as below:-**

Tender opening date will be as per given dates. If any clarification is needed from the bidder about the deficiency in his uploaded documents, 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.

#### **12.0 Please read carefully before you quote: -**

Last date of Receipt of Tender Document: by 1:00 PM (IST) on 09.08.22

Due date of tender opening (Part 1 only) : at 3:00 PM (IST) 10.08.22

1. Items to be supplied as per the provided specifications.
2. It should be quoted on **FOR HMBP Store**.
3. **Validity** – Minimum 90 days from the date of opening of tender.
4. Order will be under L.D. clause.
5. Price Bid:-Price bid to be uploaded as per BOQ of NIT.
6. Commercial Terms and condition in Annexure-B to be submitted/uploaded along with Technical (part 1) 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. **Offers without Earnest Money Deposit (EMD) for the specified amount in favor of HEC Ltd., Ranchi shall not be considered.**

TO

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

8. Offers must be submitted exactly in line with “**METHOD OF OFFER SUBMISSION of OFFER**” explained in the Tender document otherwise offer shall NOT be considered.

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

## Annexure A

### Enquiry Schedule

**Subject: The scope of this tender covers supply, supervision of erection, & commissioning of the complete set of Hydraulic Control System System along with Spares for 3 Years for 5Cu. M Excavator to be supplied to HMBP, HEC Ltd., Ranchi-4 and supervision of erection, testing & commissioning of the same at CCL, as detailed below:**

Sl. No.	Item Description	Total Quantity
1	Complete Set of Hydraulic Control System System Annexure-I	03 Sets
2	1 <sup>st</sup> Year Spares & Consumable for Guarantee Period As per Annexure – I	03 lots
3	2 <sup>nd</sup> Year Spares & Consumable for Guarantee Period As per Annexure - I	03 lots
4	3 <sup>rd</sup> Year Spares & Consumable for Guarantee Period As per Annexure - 1	03 lots

## Annexure I

Sl No.	Description of items	Material	Qty.			
1	Hyd. Control system for Propell mechanism.	Assly	1			
2	Oil Filling pipe for Hydraulic power pack		1			
<b><u>List of "Consumables" for 36 months operation of 5CumM Shovel</u></b>						
		Material	1 <sup>st</sup> year Consumables	2nd year consumables	3rd years consumables	Total
3	Hydraulic Hose NB 12 x 800, with end fittings one end 3/8" Tr P. Thd male other end stand pipe for tube OD 18mm suitable for compression fitting, Single wire braded, SAE 100R1 type.	Fire Resistant rubber	1No.	2	1	4
4	Hydraulic Hose NB 12 x 1100, with end fittings one end 3/8" Tr P. Thd male other end stand pipe for tube OD 18mm suitable for compression fitting, Single wire braded, SAE 100R1 type.	Fire Resistant rubber	1 No.	2	1	4
5	Hydraulic Hose NB 20 x 750, with end fittings both end fitting stand pipe for tube OD 28 mm for compression fitting, Single wire braded, SAE 100R1 type.	Fire Resistant rubber	1 No.	2	1	4
6	4 Way Solenoid Operated 110 VDC Direction Control Hydraulic Valve, Capacity 24 LPM, W. Pr. 16 kg/sq cm.	Assly	1 No.	1	1	3

**Note:- Quantity given in annexure-I is only for 1 set. Required quantity is 3 set  
Make:-**

<b>Electrical Motor.</b>
<b>ABB/SIEMENS/CROMPTON/AREVA/ELGI/BHARAT BIJLEE/KIRLOSKAR</b>
1. Motor shall be TEFC,415V,50Hz,S1 duty, Sq. case industrial Motor; cooling IC-411,degree of protection-IP55, class F insulation with temperature rise limited to class B limit. Motor shall conform to IS:325 & IS:12615 with latest revision.
<b>2.Hydraulic fitting and clamp</b> - HYDAC/HYTEC/PTS/HYDAIR /EPE / Stauff / Hydromatik/Parker / JJ Hydraulics /Avit
<b>3.Filter</b> - INTERNORMEN/DONALDSON/PALL/PARKER or Equivalent
<b>4.Hose Assly</b> - HYDROKRIMP/HYDROLINE/INDO INDUSTRIAL SERVICES/AEROLEX/SUPERSEAL/PSI HYDRAULICS
<b><u>Firm to confirm / furnish the following in their offer :-</u></b>
1. All Pipe & Fittings should of Stainless Steel 304.
2.All hose should be fire resistant.
3.Firm to furnish the detail drawing with BOM as per HEC drawings 1040.20.100 & 1040.20.025 with Make & Catalogue of the items along with the offer.
4.Firm should furnish the list of commissioning spares to be supplied along with the equipment.
5.Price of commissioning spares should be included in the basic price of their offer.
6.Supervision of Installation & Commissioning shall be done by supplier at free of cost.
7.Firm shall provide technical support & services at site during warranty period.
8.After placement of order the firm should get the final drawings approved from HEC before manufacturing.
9.Firm should furnish 4 set of operation and maintenance manual with their supply for each machine.

**Note:**

1. Offer of only manufacturer/authorised dealer/distributor shall be accepted through e- tender mode only
2. Dealer/Distributor have to submit valid authorization certificate from principal to participate in tender enquiry
3. Procurement shall be done of package basis on set wise (i.e. one set consist complete set of Hydraulic Control System, including 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> year consumable spares) i.e. L1 bidder shall be determined on landed cost of “sum of total overall value of all items as per scope of supply, Works, Services & Terms & conditions of NIT” and order placement shall be done on overall L1 bidder.
4. Bidders must quote the price for item in set wise( i.e. one set consist all item as per annexure A & I)
5. If the supplier observes that this specification document contains any anomalies, ambiguities, flaws, errors or omissions, the supplier shall immediately bring these to the attention of the purchaser.
6. Firm should confirm the Make, Model No. and submit the catalogue of each item in their offer.
7. Commissioning spare for Air Compressor with receiver should supply along with complete Pneumatic System. Firm should furnish the list of same"
8. 4 sets of Operation & maintenance manual should be supplied for each machine
9. Firm should get approval of drawings before manufacturing & supply
10. Supervision during erection and commissioning of air compressor shall be under supplier's scope

**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 120 days from the date of opening of the tender.
4. **Payment terms shall be as under:**

<b>For supply of total materials</b>	<p><b>A- For Supply of Set of Hydraulic Control System for 5 CuM along with 1<sup>st</sup> Year Spares &amp; Consumable for Guarantee Period As per Annexure –A &amp; I “</b></p> <p><b>A1</b> “Set wise payment of 90% of basic order value of supply part along with 100% GST shall be made through RTGS within 60 days of receipt &amp; acceptance of materials along with Guarantee certificate, test certificate inspection certificate /CRV (To be issued by HEC), original invoice &amp; Performance bank guarantee of 10% of total basic order value to be valid till full guarantee period from any nationalized bank only in HEC's Format.” PBG will be released after receipt of performance certificate form I/c Services/HMBP/HEC or his representative on successful completion of warranty/Guarantee period i.e (1+2 Yrs).</p> <p><b>The following documents Submission of bills:</b> Following documents are required to be submitted for processing of payment after receipt of material at our stores/HMBP:</p> <ol style="list-style-type: none"><li>i. Tax Invoice – In triplicate</li><li>ii. Test Certificates – In triplicate</li></ol>
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	<ul style="list-style-type: none"> <li>iii. Guarantee Certificate - – In triplicate</li> <li>iv. Copy of receipted delivery challan</li> <li>v. Inspection Certificate /CRV- To be issued by HEC</li> <li>vi. Performance Bank Guarantee</li> </ul> <p><b>A2 :-"Balance 10% of basic value of supply part shall be made after successful commissioning of the equipment within 30 days</b></p> <p><b>Document for making payment of 10% of supply part :</b></p> <ul style="list-style-type: none"> <li><b>A. Supplementary Invoice</b></li> <li><b>B. Commissioning certificate (issued by In charge/ Services/HMBP / HEC or his representative).</b></li> </ul> <p><b>B- For supply of 2<sup>nd</sup> &amp; 3<sup>rd</sup> Year Spares &amp; Consumable for Guarantee Period</b></p> <p>100 % payment shall be released within 60 days of the receipt &amp; acceptance of supplies at the Stores/HMBP against submission of following documents :</p> <ul style="list-style-type: none"> <li>i. Tax Invoice – In triplicate</li> <li>ii. Test Certificates – In triplicate</li> <li>iii. Guarantee Certificate - – In triplicate</li> <li>iv. Inspection Certificate /CRV- To be issued by HEC</li> </ul>
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**Note:**

- a. For payment all the processing charges by the bank shall be on account of the firm.
- b. Any other payment terms other than NIT payment terms shall 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. Schedule for drawing submission, Delivery of materials , Supervision of Erection and “Commissioning of supplied materials “ at site :**

Drawing/Documents submission for approval after placement of PO	Total drawings shall be furnished within 02 weeks from the date of receipt of PO.
<b>Delivery schedule for items</b>	<b>1 Sets of Hydraulic Control System for 5 CuM Excavator including with 1<sup>st</sup> Year Spares &amp; Consumable for Guarantee Period: - within 8 weeks from the date of manufacturing Clearance and thereafter 01 set per month.</b>
<b>Delivery Schedule of 2<sup>nd</sup> &amp; 3<sup>rd</sup> year Spares &amp; Consumable for Guarantee Period</b>	<p><b>2<sup>nd</sup> year spares&amp; Consumables-</b> within 2 weeks from the date of completion of 12 months from the date of commissioning of respective set.</p> <p><b>3<sup>rd</sup> year Spares &amp; Consumables-</b> within 2 weeks from the date of completion of 24 months from the date of commissioning of respective set.</p> <p>.</p>
<b>For Supervision of Erection &amp; Integrated commissioning of complete system at site</b>	<p>Firm shall depute their engineers at site for Supervision of Erection &amp; Integrated commissioning of supplied materials within maximum 2-3 days from the date of intimation from HEC .</p> <p><b>Note: It will be supplier’s responsibility to make the manpower available at site for Supervision of Erection &amp; Integrated Commissioning till the successful commissioning of all supplied materials without any extra cost implication other than quoted charges for “Supervision Erection &amp; Integrated Commissioning” at site.</b></p>

6. 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.
7. **Earnest Money Deposit** - Earnest money Rs.30,000/- will have to be deposited in form of demand draft / bank guarantee (format is enclosed at annexure-E) from any nationalized bank Payable on the State Bank of India, Ranchi Hatia Branch, in favor of Heavy Engineering Corporation Ltd. Ranchi. - 4. . (Scan copy of DD to be uploaded along with techno-commercial bid & original DD to be sent through courier / submitted to purchase department.

**Note: No EMD / Tender Document Cost shall be required under the following cases, if the firm is registered with:**

**a) National Small Industries Corporation / Small Scale Industries / Micro, Small-scale Enterprises (MSE), as per Government directive. Necessary documentary evidence to be submitted.**

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. Corporation (Purchaser) preserve the right to reject one or all the tenders/cancel the tenders without assigning any reason thereof.
10. Supplies will be subject to Inspection by our Inspection wing / or inspection Agencies prescribed by us.
11. 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](http://www.hecltd.com)).
12. 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.
13. The final quantity may vary at the time of finalization of tender; however the proper clarification / confirmation shall be taken from the firms.

14. 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) 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.

15. 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, MSE for grant of exemption.

**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)**

16. **Guarantee/Warranty Clause** – Guarantee period of M/c will be 3 years from accepted date of commissioning. For 1st 12 month, the M/c will be under warranty and the successful Tenderer will be required to replace failed items except consumable items (Spares & consumable item list with quantity in line with the TS clause-5.2) at site free of cost.

For 2nd Year & 3rd Year separately, the Tenderer shall supply the spares and consumables with unit wise price in line with TS clause-5.3 & 5.4 to be kept in stock by HEC/Project. The tenderer will use these items for servicing of equipment. Any additional items required will be supplied by Tenderer free of cost.

Further, HEC reserve the right to review the requirement of spares and consumables items ordered for 2 consecutive years beyond the warranty period of the equipment considering the actual consumption of spares and consumables during the warranty period of the equipment and in the subsequent year. HEC further reserves the right to decrease or delete the quantity of any of the



spares/consumables ordered for the 2 consecutive years beyond the warranty period of the equipment, if needed. However, if any of the item included in the list for 2 consecutive years beyond the warranty period is deleted/reduced by HEC after the review and subsequently the same is required, HEC will procure the same at the prevailing price up to the quantity deleted/ reduced after review, beyond which you will be required to supply the same to HEC free of cost.

17. **Security Deposit-** 5% of the basic 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 may not be considered.(Format is enclosed at annexure-D)**
18. **Performance bank guarantee (BG format annexure E):** The successful bidder has to submit the performance bank guarantee of **10% of total basic order value of materials (Set wise)** valid till full guarantee period after supply of the material. (In case order placed on the firm). This clause is mandatory and has to be accepted by all bidders. **If PBG clause is not accepted then the offer of the bidder may not be considered.**
19. 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.
20. **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.
21. **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 authorise the purchase of stores not so delivered or others of as similar description at the risk and cost of the contractor.
22. **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](http://www.hecltd.com))

**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 by SC/ST or MSE Owned by Women 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.

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

**24. 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 .

**25. Mode of dispatch:**

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.

**26. 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 and the expected date of arrival at the site for information.**

**Special Note:**

- Unregistered firm 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.

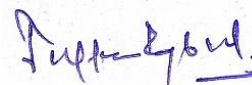
**Other Terms & Conditions:**

**This procurement of goods /services under the reference tender is covered under Public Procurement (Preference to Make in India ) , Order 2017- Revision dtd:04.06.2020 & 16.09.2020 and here in after any further revision.**

- (a) Tenderers at the time of tender or bidding shall be required to indicate percentage of local content and provide self-certifications that the items offered meets the local content requirements for Class-I local supplier/Class-II local supplier , as the case may be. They shall also give details of location(s) at which the local value addition is made. For the same Annexure -F is to be submitted with the techno commercial bid (i.e., Part-1).

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

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



Mgr/MM/HMBP  
Heavy Engineering Corporation Limited  
E-mail:- mohammadjaffariqba@[hecltd.com](mailto:mohammadjaffariqba@hecltd.com)

## Annexure B

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

Sl No.	Terms & Conditions	Desired BY HEC	Bidders Comment (Accepted / Not accepted /submitted/Not-submitted)	Remarks
1	Scope of supply & services as per NIT	Must be accepted as procurement will be done on package basis. If all NIT items are not quoted then offer shall not be considered.		
2	Price Term (Ex-Works / FOR HMBP)	FOR HMBP Stores		
3	Packing and Fwd. (Extra/Included/Not Applicable)	To be included in quoted price. If not 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 opening of tender		
8	Items wise price break-up of complete package of items	To be furnished <b>(It is mandatory)</b>		
9	Price Variation Clause	Prices will be firm till the Complete execution of order. (To be confirmed).		
10	Delivery Schedule	To be confirmed as per Clause no. 5 of Annexure-A		
11	Inspection	By QCA/HMBP		
12	Freight Charges if Ex-Works	Must be indicated otherwise offer may not be accepted.		
13	EMD of Rs. 30000 (Mandatory) as per clause No. 7 of annexure-A	DD from any nationalized bank in favor of HEAVYENGINEERING CORPORATION LIMITED, payable at Ranchi ( <b>Exempted for MSME/NSIC/SSI registered firms</b> )		
14	Security Deposit for 5% of PO value as per clause No. 16 of annexure -A	To be deposited by successful bidder within 21 days after placement of order by HEC. <b>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 may not be considered.</b>		
15	Performance bank guarantee for 10% of order value as per clause No. 17 of annexure-A	Bank Guarantee for performance from any nationalized bank in favor of HEAVY ENGINEERING CORPORATION LIMITED, Ranchi as per tender enquiry. <b>This clause is mandatory and has to be accepted by the bidder. If PBG clause is not accepted then the offer of the bidder may not be considered.</b>		
16	Guarantee/Warranty Certificate as per clause No. 15 of annexure-A	<b>Must be accepted.</b>		
17	L/D Clause Acceptable (Yes/No)	To be Accepted (As per NIT's annexure-A)		
18	Special terms (If Any)			
19	Acceptance of Risk Purchase Clause (Yes/No)	To be Accepted as per NIT's annexure-A		
20	GCC of HEC (available in tender section at HEC website : www.hecltd.com)	To be accepted as per NIT's annexure-A		
21	Confirmation of Supplying the materials as per Enquiry Schedule	YES/ NO		
22	All NIT conditions are acceptable	Yes/No, if no then state the clause wise deviation		

23	If firm is owned by SC/ST Entrepreneurs	To be indicated		
24	UAM/UDYAM (Udyog Aadhar No) No if registered under MSME	To be mentioned by bidder if applicable		
25	Materials shall be manufactured & supplied in line with in adherence of QMS/EMS/OHSAS	To be confirmed		
26	Whether registered with RXIL	To be confirmed (YES/NO)		



Mgr/MW/MM/HMBP  
HMBP/HEC  
Dhurwa, Ranchi .

## Annexure- C

### 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. ....'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 until it is released by you on the application by the contractor after expiry of the related warranty period of the said contract and after the contractor have discharged all their obligations under the said contract and produced a certificate of due completion of the work under the said contract and submitted a 'no demand certificate' provided always that this guarantee shall in no event remain in force after the date of ...'date'..... without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. We ..... 'bank name'....., further undertake to extend the validity of this beyond the period prescribed in clause 3 or as extended from time to time, for such further period as may

be required in writing before the expiry of this and upon such extension(s), all terms and conditions of this shall remain in full force till the expiry of this extended period(s).

5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the contractor or to postpone for any time or from time to time any of your rights or powers against the contractor and either to enforce or forebear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the contractor or by any other variation or modification of the said contract or any other act, matter or things whatsoever, which, under the law relating to sureties, would but for the provisions hereof, have the effect or so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of rs. ....'amount'.....(rupees .....*'amount in words'*.....) as aforesaid or extend the period of the guarantee beyond the said date of ...'date'.... unless expressly agreed to by us in writing in terms of clause 4 hereof.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the contractor.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special courier, speed post or telefax to us at our local address as aforesaid.
10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us whether jointly with others or alone and now existing 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 until .....*'date'*.... unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry of this guarantee i.e. on or before ...*'date'* + *'6 month'*..... all your rights under this guarantee shall be forfeited and we shall be deemed to have released and discharged from all liabilities thereunder. irrespective of whether or not the original guarantee is returned to us.
15. We have power to issue this guarantee in your favour under the memorandum and articles of association of the bank and the undersigned has full power to execute this guarantee under the power of attorney granted to them by the bank.

FOR AND ON BEHALF OF

'name of bank'

'signature with seal'

**Annexure- D**

**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 demer 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 thereunder.  
Dated at ----- day of -----

Seal of the Bank

**Annexure-E**

**Format of EMD Bank Guarantee**

**BANK GURANTEE FOR EARNEST MONEY DEPOSIT**

**NO.**

**Dated:**

**TO**

DGM/PURCHASE /MM DIVISION  
HEAVY MACHINE BUILDING PLANT  
HEAVY ENGINEERING CORPORATION LTD.  
RANCHI-834004, JHARKHAND  
INDIA

Dear Sirs,

In consideration of your agreeing to accept the Earnest money deposit of Rs.------(Rs-----  
----- ) furnishable to you by M/s-----  
------(Hereinafter Referred to As Contractor) In terms of the Enquiry  
No. -----Dtd. ----- for Supply of -----  
----- (Hereinafter Referred to as the Contract) in the form of a Bank Guarantee in the Manner  
hereinafter contained we -----, having registered office at -----  
-----do hereby covenant and agree with you as follows.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

FOR AND ON BEHALF OF

-----

**Annexure—F**

**Local Content Declaration**

**Date:**

To,

M/s HEC Ltd ,  
Plant Plaza Road  
Ranchi-834004

**Sub:** Certificate as per clause 9 (a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 04/06/2020 and 16/09/2020.

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

I (authorized signatory for M/s ..... ) declares the local content for the items of the tender with their location details in the below mentioned table :

<b>Sl.</b>	<b>Description</b>	<b>Local Content (in %)</b>	<b>Location details at which local value addition is made (Factory address)</b>
<b>1.</b>	<b>Hydraulic Control System for 5 Cu M Excvator Including spares (As per Annex. AI)</b>		

For M/s .....

Authorized Signatory  
(with company seal &Name)