

HCCI ROLLING MILLS CLUSTER PRIVATE LIMITED

REG. OFF:- 'LAXMI NIKETAN', 243, G.T. ROAD (NORTH),
FIRST FLOOR, LILUAH, HOWRAH – 711 204

PH: 033 2654 3727, FAX: 033 2648-3314

E-mail : hccirollingmillscluster@gmail.com

Tender for ::

1. Supply of Equipment/ machineries as per specification required for 'Testing Facility'.
2. Construction of 'Building & Civil works' for ' Administrative Facility' (excluding its Electrical & Sanitation work).
3. Electrification work in respect of 'Building & Civil works' for ' Raw Material Processing Facility', 'Machine Shop Facility', 'Testing Facility' & 'Administrative Facility'.
4. Sanitation & Plumbing work in respect of Building & Civil works for 'Raw Material Processing Facility', 'Machine Shop Facility', 'Testing Facility' & 'Administrative Facility'.

Annexure – 1: copy of 'Notice Inviting Tender' published in the Newspapers viz. Business Standard (English), Sanmarg (Hindi) & Sambad Pratidin (Bengali) on 02.12.2013

Annexure – 2: Copy of 'Notice Inviting Tender' displayed on the Notice Board of HCCI Rolling Mills Cluster Pvt Ltd at it's captioned address.

Annexure - 1

HCCI ROLLING MILLS CLUSTER PVT LTD

'Laxmi Niketan', 243, G.T. Road (North),

1st Floor, Liluah, Howrah – 711 204

Tele no. 033 2654-3727 E-mail: hccirollingmillscluster@gmail.com

NOTICE INVITING TENDER

No. HRMCL/02/13-14

Date : 27.11.2013

Sealed tenders, in two (2) Bid Systems are invited by the Director, HCCI Rolling Mills Cluster Pvt. Ltd., Howrah, for the following works :-

Sl.No	Name of Work	Estimated Cost (Rs. in lakhs)
1.	Supply of Equipment/ machineries as per specification required for 'Testing Facility'.	59.16
2.	Construction of 'Building & Civil works' for ' Administrative Facility' (excluding its Electrical & Sanitation work).	8.48
3.	Electrification work in respect of 'Building & Civil works' for ' Raw Material Processing Facility', 'Machine Shop Facility', 'Testing Facility' & 'Administrative Facility'.	31.69
4.	Sanitation & Plumbing work in respect of Building & Civil works for 'Raw Material Processing Facility', 'Machine Shop Facility', 'Testing Facility' & 'Administrative Facility'.	31.69

Details of the aforesaid tender(s) are available on the Notice Board of HCCI Rolling Mills Cluster Pvt Ltd., at their above captioned office address, between 11.30 a.m. to 4.00 p.m. on any of the working day (except Saturdays, Sundays & Public holidays) and can also be viewed on the websites: www.msmedikolkata.gov.in , www.wbseps.com , www.mssewb.org . Last date of submission of bid (both technical & commercial) 27.12.2013 upto 2.00 p.m.

Sd/-

Director

HCCI ROLLING MILLS CLUSTER PVT LTD
 'Laxmi Niketan', 243, G.T. Road (North),
 1st Floor, Liluah, Howrah – 711 204

NOTICE INVITING TENDER

No. HRMCL/02/13-14

Date : 27.11.2013

Sealed tenders in two (2) Bid Systems, superscribing the envelope(s) with tender no; name of work, due date(s), etc. are invited by the Director, 'HCCI Rolling Mills Cluster Pvt. Ltd.' for the following work(s) from the reputed manufacturers/suppliers/contractors, preferably having past experience in the similar work, in connection with setting-up of 'Common Facility Centre' (CFC), for 'Rolling Mill Cluster' at Gumadangi, P.S. Jagatballavpur, Howrah (WB).

Sl. No.	Tender No. & Name of Work	Estimated Cost (Rs. in lakhs)	Time of completion
1.	Tender No.PUR/CFC/RM-5 :- Supply of Equipment/ machineries required for 'Testing Facility'.	59.16	2 months
2.	Tender No.PUR/CFC/RM-3(A) :- Construction of 'Building & Civil works' for 'Administrative Facility' (excluding its Electrical & Sanitation work).	8.48	2 months
3.	Tender No.PUR/CFC/RM-3(B) :- Electrification work in respect of 'Building & Civil works' for 'Raw Material Processing Facility', 'Machine Shop Facility', 'Testing Facility' & 'Administrative Facility'.	31.69	2 months
4.	Tender No.PUR/CFC/RM-3(C) :- Sanitation & Plumbing work in respect of Building & Civil works for 'Raw Material Processing Facility', 'Machine Shop Facility', 'Testing Facility' & 'Administrative Facility'.	31.69	2 months

The tender document(s) for Sl. No. 1 & 2, containing the 'Scope of Supply' / 'Scope of Work' etc. would be available from the office of, HCCI Rolling Mills Cluster Pvt. Ltd. from 17th Dec. to 20th Dec. 2013, between 11.30 a.m. to 4.00 p.m., against receipt of payment of Rs.2,000/- (for each set of Tender Documents). The cost of tender documents may be paid in the form of Cash. Bids submitted in the downloaded documents from the websites : www.msmedikolkata.gov.in , www.wbseps.com , www.mssewb.org must accompany a DD/Pay Order for Rs. 2000/- in favour of **HCCI Rolling Mills Cluster Pvt Ltd**, payable at Howrah, as cost of documents. For Sl. no(s) 3 & 4, the Price Bid is to be quoted, by the bidders, on item rate basis and no tender document(s) will be provided. The bid(s) must be accompanied with EMD @ 2% of the Bid Value (rounded-off to nearest Rs.100), in respect of each of the above tenders. EMD must be paid in the form of Banker's Cheque/Pay Order/DD, drawn in favour of '**HCCI Rolling Mills Cluster Pvt. Ltd.**, payable at Howrah'.

The Techno-commercial bid(s) would contain, inter-alia, the prescribed amount of EMD in favour of **HCCI Rolling Mills Cluster Pvt. Ltd.**, payable at Howrah', the details of past experience in regard to execution of similar work, the terms of payment and other terms & conditions, if any, for execution of the proposed work, ST/VAT/ Regd no. PAN no. the credential certificates for the previous work done etc. The Techno-commercial bid would NOT contain any price/discount etc. and, similarly, the 'Price Bid' would also NOT contain any terms & conditions except the price/discount offered for execution of the work, failing which such bid(s) would be summarily rejected, without any further reference to the bidder(s).

The prospective bidders are required to submit their bids in respect of the above work(s), indicating in their bid(s) their consent to execute the work as per the discount being offered by them in respect of the prevalent PWD schedule of rates for such work. The Bid(s) can be submitted from 11.30 a.m. to 4.00 p.m., on any of the working day (except Saturdays, Sundays & public Holidays). The prospective bidder(s) is/are also advised to inspect the CFC site, at Gumadangi, Howrah, prior to submission of their bid(s).

Last date of submission of bid : 27th Dec.'13 upto 2.00 p.m.

Date of opening of tender : 27th Dec.'13 at 3.00 p.m.

The bids would be opened in the Company's Office situated at the captioned address, in the presence of the representatives of the bidder(s), if any. The authority reserves the right to accept or reject any or all tenders or even split the work amongst more than one bidder(s) without assigning any reason(s) thereof.

Sd/-

DIRECTOR

HCCI ROLLING MILLS CLUSTER PRIVATE LIMITED

REG. OFF:- 'LAXMI NIKETAN', 243, G.T. ROAD (NORTH),

FIRST FLOOR, LILUAH, HOWRAH – 711 204

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TENDER DOCUMENT

Tender No : PUR/CFC/RM-5

ISSUED TO:

**NAME OF TENDER/WORK: - SUPPLY OF EQUIPMENTS/MACHINERIES FOR
TESTING FACILITY (METALLOGRAPHIC AND
METALLURGICAL PROPERTIES)**

- 1) **LAST DATE OF SUBMISSION OF BID(S)** : 27th Dec., 2013 upto 2.00 p.m.
- 2) **DUE DATE & TIME FOR OPENING OF BID(S)** : 27th Dec., 2013 at 3.00 p.m.

HCCI ROLLING MILLS CLUSTER PRIVATE LIMITED

Regd. Office: 'Laxmi Niketan', 243, G.T. Road (North), 1st Floor, Liluah, Howrah – 711 204
Phone: 033-2654 3727, Fax: 033-2648 3314
E-mail : hccirollingmillscluster@gmail.com

TENDER DOCUMENT

Sub: Tender for supply of Equipment/Machineries for 'Testing Facility (for Metallographic and Metallurgical Properties)

The tender document for submission of bid(s) in respect of the captioned tender has been sub-divided in four (4) parts, which are as under:-

- 1) **Annex-A:** General Terms & Conditions of tender / award of contract (5 sheets)
- 2) **Annex-B:** Special Terms & Conditions of tender / award of contract (5 sheets)
- 3) **Annex-C:** The list of goods/materials to be supplied and / or work to be undertaken by the prospective bidder(s) and also the detailed 'scope of supply' in respect of this tender. (2 sheets)
- 4) **Annex-D:** The prescribed format for submission of '**Price Bid**' (3 sheets)

The prospective bidder(s) is/are advised to carefully study all attachment of this tender document, prior to preparation/submission of their bid(s), so as to obviate any situation of non-conformity in respect of any of the prescribed 'terms & conditions' of this tender. In case the bidder(s) fail(s) to submit their bid(s) in accordance with the 'terms & conditions' stipulated in this tender document, the bid(s) of the bidder(s) would be liable for rejection on outright basis.

HCCI ROLLING MILLS CLUSTER PVT.LTD.

GENERAL TERMS & CONDITIONS OF TENDER/AWARD OF CONTRACT

1. **DEFINITIONS:-** The **PURCHASER** SHALL MEAN M/s. HCCI Rolling Mills Cluster (P) Ltd. **SELLER/CONTRACTOR** shall mean the person, firm or corporation in favour of whom this purchase order would be issued. The term **SELLER/CONTRACTOR** includes its successor(s) and/or assignee(s). The **ORDER** shall mean this Purchase Order/Contract and all its attachments and exhibits. The **GOODS** and/or the '**MATERIALS**' shall mean the articles, materials, machinery, equipment, supplies, drawings and other property and all services-including design, delivery, installation, inspection/testing and commissioning specified or required for completion/execution of the order.
2. **DATE OF SUBMISSION/OPENING OF TENDER:** The due date of submission and/or opening of tender, as reflected in 'Notice Inviting Tender' (NIT) and/or in the tender document are final and binding on the prospective bidder(s). No request for extension of due date would be entertained.
3. **VALIDITY:** The validity of offer must be for a period of minimum 30 days.
4. **LATE/DELAYED TENDER:** The late/delayed tender will not be entertained. The Authority would not be responsible for any delay/loss of document in transit.
5. **TECHNICAL SPECIFICATIONS:** The technical specifications being offered should be strictly conforming to laid down specification/drawings etc. The deviation, if any, should be clearly indicated in the offer. The offer should also indicate the make/type etc. of the materials offered along with the catalogue/technical literature/sample, as may be necessary.
6. **TIME OF COMPLETION:** Two (2) months from the date of issuance of the Order.
7. **EARNEST MONEY DEPOSIT (EMD)/SECURITY DEPOSIT (SD):**
 - i) **E.M.D.:** *The bid(s) must be accompanied with Earnest Money Deposit (EMD) @ 2% of the bid value(s) (rounded-off to nearest Rs. 100/-), failing which the bid(s) would be liable for rejection on outright basis. The EMD is to be paid in the form of Pay Order/Banker's cheque/Demand Draft, drawn in favour of*

'HCCI Rolling Mills Cluster Pvt. Ltd.' Payable at Howrah. The EMD of the unsuccessful bidders shall be refunded, as soon as the tender is finalized and acceptance of the order/contract is received from the bidder on which the order/contract has been placed. The EMD will not carry any interest.

- ii) **SD:** In the event of placement of order/contract on successful bidder, the bidder would require to deposit an amount, equivalent to @ 5% of the value of order/contract (including EMD @ 2%) towards SD, within a period of 10 days, in the form of Pay Order/DD/BG, failing which, the order/contract is liable to be cancelled, without any further reference, in this regard. Similarly the SD will not carry interest.
8. **ACCEPTANCE OF ORDER:** The order shall be expressly conditioned on Seller's acceptance of all the terms & conditions here of. The seller shall sign and return one copy of the order, duly accepted, within a period of 7 days from the date of receipt of the purchase order by him towards their un-conditional acceptance of the order.
9. **DEVIATIONS:** The order, if placed, shall be subject to these general terms and conditions and any additional/specific conditions referred to in the order, and no deviation shall be made from the requirement of the order, or from the 'General Terms & Conditions', unless such deviation(s) are approved, in writing, by the Purchaser.
10. **ASSIGNMENT AND SUB-LETTING:** Except with prior permission of the Purchaser, the Seller shall not assign this order or any part there-of any other manufacturer/vendor/contractor.
11. **BAR/PERT CHART:** The Bar/PERT Chart to be provided, as per requirement of the purchaser.
12. **CONFORMITY TO THE TECHNICAL SPECIFICATIONS:** All materials or equipment shall be supplied strictly in accordance with the specifications, drawings, data sheets, other attachments and conditions stated on the order. No deviations from such specification(s) or alternation(s) of these conditions shall be made, without the purchaser's agreement, in writing, which must be obtained before material is placed for manufacturer/ before any work is commenced.

13. **PRICE:** The offered price must be on door delivery/F.O.R. destination basis, i.e. **INCLUSIVE** of Sale Tax and/or Excise duty on finished goods (after taking into consideration MODVAT, if any) & Octroi, if applicable, and also inclusive of packing, forwarding and freight paid up to the point of delivery. The bidder must despatch the goods duly covered by transit insurance. The cost of such transit insurance would be included with the price(s) offered by the Seller. Further, unless otherwise stated in the order, if placed, all prices shall be fixed for the duration of the order/contract and shall not be subject to any element of escalation.
14. **PACKING AND DESPATCH:** All packing boxes, crating and protection shall conform to the specifications or requirements of the Railways/Transport Authorities. The **SELLER** shall be held liable for damage or breakage to the goods for defective or insufficient packing.
15. **CONSIGNEE:** All materials should be sent / delivered to the following address:-
"Stores Officer, M/s. HCCI Rolling Mills Cluster (P) Ltd.,
Gumadangi, PS: Jagatballavpur, Dist: Howrah"
16. **INVOICING:** The invoice shall be raised in favour of the buyer. The complete set of documents like Invoice, Challan, Packing list, E/D Gate Pass, copy of RR etc. should be sent, in quadruplicate, to the PURCHASER, immediately after despatch, for acceptance of the goods and/or for release of payment.
17. **TERMS OF PAYMENT:** The 'terms of payment' shall normally be within 30 days from the date of receipt & acceptance of the material at site. In case the bidder would like to offer any other terms of payment, the bidder should clearly indicate in their bid in this regard. The bidder should note that, in case bidder would like to obtain any advance payment along with order/contract the bidder would require to submit a Bank Guarantee (BG) drawn in favour 'HCCI Rolling Mills Cluster Pvt. Ltd', Howrah, for the equivalent amount, on any nationalized bank, in the prescribed format of the purchaser.
18. **PAYING AUTHORITY :** The payment, in respect of invoice would be released by 'HCCI Rolling Mills Cluster Pvt. Ltd', upon receipt of confirmation regarding receipt of material/goods at site in good condition.

19. **INSPECTION:** If the Purchase Order specifically require Pre-despatch Purchaser's / Consultant's inspection, the SELLER shall advise the PURCHASER/CONSULTANT, in writing, at least 10 days in advance for undertaking such inspection.
20. **REJECTION:** In case any consignment is rejected in inspection, the supplier has to arrange for replacement, within a period of maximum 30 days from the date of issue of intimation to this effect. In case supplier fails to replace the consignment, within the prescribed time, the consignment shall be with the buyer, at the risk & responsibility of the supplier, and the supplier would not have any claim for the loss/damage of such consignment(s). The buyer, however, will have the right to recover the other consequential cost/losses, in addition to cost of such consignment, due to supply of such inferior quantity materials.
21. **DELAY OR NON-DELIVERY:** The time and date of delivery of the stores stipulated in the order shall be deemed to be the 'essence' of the contract. In case of delay in execution of the order, beyond the delivery period stipulated in the order or any extension(s) approved thereafter, the purchaser may, at its option, either (i) recover from the suppliers damages a sum of ½% (Half percent) of the price of any stores not delivered for a week or part of week towards liquidated damage (LD), subject to a maximum limit of 10% of the value of order/contract or (ii) purchase elsewhere on the seller's account, at the risk & cost of the supplier the material not delivered or (iii) cancel the contract, without prejudice to the right under (i) & (ii) and also forfeit the earnest money/security deposit.
22. **RIGHTS OF CANCELLATION:** If the bidder/contractor fails to comply with any of the terms and conditions of the tender/contract, the tender/order is liable to be cancelled, and the EMD/SD shall also be forfeited. Further, if the order/contract is placed and the purchaser is not satisfied with the performance of supplier in respect of quality, quantity and/ or any other reason(s), the Company reserves the right to terminate the contract, without assigning any reasons there-of / without giving any notice, and even without prejudice to the imposition of other right(s).

- 23. GUARANTEE/WARRANTY:** If defects or any kind of deviation(s) from the stipulated specification(s) are noticed, within a period of 18 months from the date of supply of goods, or 12 months from the date of commissioning & trial-run, whichever is later, on account of fault of design or in respect of any materials/goods or workmanship, the same will be notified to the **SELLER**, who would replace the same, free of cost, within a mutually acceptable specified time. The seller would have to agree to submit performance guarantee, equivalent to 10% of the value of the order/contract, either in the form of cash/DD or in the form of **BG** on any nationalized bank, in the prescribed format in this regard.
- 24. CONFLICT AMONGST TERMS & CONDITIONS OF THE ORDER/CONTRACT:** The specific terms and conditions, stipulated in tender document, if any, shall supersede this General Terms & Conditions, wherever applicable.
- 25. WEIGHTS AND MEASUREMENTS:** All weights and measurements recorded by **PURCHASER** on receipt of goods at site will be treated as final.
- 26. ISI/OTHER SPECIFICATION/APPROVAL:** The offer should conform to latest ISI/Other specifications/ approval, wherever applicable.
- 27. ABRITRATION:** The dispute, if any, arising out of the contract shall be referred to the sole arbitrator to be appointed by Buyer and his decision shall be binding on both the parties in this regard.\
- 28. JURISDICTION:** The courts of the place from where the acceptance of tender is issued shall alone have the only jurisdiction to decide any dispute arising out of or in respect of the order/contract.
- 29. RIGHT(S) OF THE BUYER:** The buyer reserves the right to accept or reject any part or all the tenders or split-up the order/contract between more than one bidder, without assigning any reason thereof.

HCCI ROLLING MILLS CLUSTER PVT. LTD.

SPECIAL TERMS & CONDITIONS OF TENDER/ AWARD OF CONTRACT

1. The sealed tenders are invited from reputed manufacturers/authorized dealers for supply of the equipment/machinery etc. which would also include supervision of installation, commissioning and trial-run. The tenders are invited in two (2) bids system viz. '**Techno-Commercial Bids**' and '**Price Bids**' in two (2) separate covers/ envelopes, super-scribing both the covers/envelopes, the broad details of proposed purchase/work to be undertaken, i.e. as mentioned in the 'Notice Inviting Tender' (NIT), and also the due date & time of opening of the bids. Thereafter, both these covers/envelopes must be kept in a single cover/envelope, which would also be sealed & super-scribed with the broad details of proposed purchase/work to be undertaken, i.e. as mentioned in the 'Notice Inviting Tender' (NIT), and also the due date & time of opening of the bids.
2. i) The '**Techno-Commercial Bid(s)**', besides being accompanied with the prescribed amount of EMD, would contain all the technical details, including the specific/detailed 'scope of supply', the copy(ies) of orders executed by the bidder(s) along with the copies of the 'Performance Certificate(s)' received thereof from the purchaser during the last five (5) years, the technical literature, catalogue etc., as may be relevant, and would also contain all the commercial terms & conditions for supply/execution of the order. In absence of the requisite/prescribed amount of EMD along with the '**Techno Commercial Bid(s)**', the '**Techno-Commercial Bid(s)**' would summarily be rejected and no further opportunity would be given to the bidder(s) for submission of EMD.

ii) The counter terms & conditions given along with the 'Techno-Commercial bid(s)', if any, in the form of printed and/or cyclostyled paper, would not be entertained. In case the prospective bidder(s) would like to offer additional terms & conditions for placement of order/award of contract, the same should be specifically brought-out in his/their 'Techno-Commercial Bid(s)' only, and such terms &

conditions would not be deemed to have been accepted, unless specific written acceptance there-of is obtained.

iii) In case the prospective bidders wish to differ from the purchaser's normal 'terms of payment', i.e. as prescribed in the enclosed 'General Terms & Conditions of tender/award of contract', they may offer their 'terms of payment'. However, in such a situation, the purchaser would have the liberty to decide the method of evaluation of such bid(s), in respect of which the bidder would not have any right to raise any objection.

3. i) The '**Price Bid(s)**' would contain only the price(s) in respect of all the items/materials/all the work to be undertaken, i.e. as already covered in the '**Techno-Commercial Bid(s)**', and the **Price Bid(s)** must be submitted as per the prescribed format attached in this tender document. The '**Price Bid(s)**' would not contain any commercial and/or any other condition(s) and the '**Price Bid(s)**' must be un-conditional bid(s), failing which the '**Price Bid(s)**' would be liable for rejection, without giving any further opportunity to the bidder(s).

ii) '**The Price Bids**' should not contain any cutting and / or over-writing etc. In the event of any cutting/use of fluid etc., the bidder(s) must authenticate the same by signing in respect of all such correction(s). The quoted price(s) must be written in both figures and words. In case there is any difference between the amount quoted in words and/or figures, the amount(s) indicated in words would prevail.

4. i) The purchaser would evaluate the '**Techno-Commercial Bid(s)**' at the first instance and, if required, the purchaser would invite the bidder(s) for 'techno-commercial' discussion /negotiation with the bidder(s) in respect of their '**Techno-Commercial Bid(s)**' of the prospective bidder(s) for arriving at a decision with regard to suitability/ acceptability of the '**Techno Commercial**' Bids and also to bring all the suitable/acceptable bidder(s) at a common platform. If the bidder(s), because of such 'techno-commercial' discussion/negotiation, would like to submit their revised '**Price Bid(s)**', the opportunity would also be given to such bidder(s) for revision of their offered price(s) and submission of the same, in a sealed cover and, in such a situation, only the original '**Price Bid(s)**' or the revised '**Price Bid(s)**' of the

bidder(s), as the case may be, would be opened in presence of the bidder(s), if any, on the date and time, to be decided/prescribed by the purchaser in this regard.

ii) In case any of the bidder(s) submit conditional '**Price Bid(s)**', i.e. attached with condition(s), the 'Price Bid(s)' for such bidder(s) would be liable for rejection on outright basis and, besides this, the EMD deposited by such bidder(s) is/are also liable to be forfeited.

5. i) A detailed list of the items/goods proposed to be purchased/acquired in respect of this tender is enclosed as **Annx- C.**, and the '**scope of supply**' would also include supervision of installation, commissioning and trial-run of the items/goods, wherever required and, in such case(s), the Seller would also have to provide foundation details, drawing etc. Besides, the 'scope of supply' would also include the submission of '**Test Certificate(s)**', in triplicate, of the items/goods and also the '**Operation and Maintenance Manual**', in triplicate, for the items/goods to be supplied, wherever required.

ii) In case the prospective bidder(s) is/are of the view that some additional item(s)/goods would be essentially required for smooth operation and/or even for maintenance of the said items/goods proposed to be purchased/acquired, the bidder(s) may furnish the details of such items/goods, as may be required, under the heading '**Additional Essential Items/goods**'. Further, in case the bidder is also of the view that certain item(s)/goods are to be kept as optional item(s), the bidder may also furnish the details of such item(s)/goods, as may be required, under another heading viz. '**Optional Items**'. The bidder must also quote the prices of both these '**Additional Essential Items/goods**' and '**Optional Items**', separately in their Price Bid(s) to be submitted in response to this tender.


6. The purchaser reserves the right for Grouping/sub-grouping of the item(s)/goods proposed to be purchased/acquired, depending upon the need, i.e. as to how and/ or whether the proposed items/goods are inter-dependent/independent for achievement of desired performance, for the purpose of evaluation of the bid(s) vis-à-vis the determination of the lowest bid(s) for placement of order(s)/ award of the contract(s).

7. If defect(s) or any kind of deviation(s) from the stipulated specification(s) is/are noticed in respect of any supply made and/or any work undertaken, within a period of 18 months from the date of supply of goods or 12 months from the date of commissioning & trial-run, whichever is later, on account of faulty design or in respect of any materials/goods or workmanship, the same would be notified to the **SELLER**, who would replace the same, free of cost, within a mutually acceptable specified time. The seller would require to submit performance guarantee, equivalent to 10% of the value of the order/contract, either in the form of cash/DD or in the form of **BG** on any nationalized bank, in the prescribed format in this regard.

8. The supplier/contractor shall secure and pay for all permission and/or licence those might be required to comply with the laws/ ordinance and regulation of the Govt. or public authority in connection with the achievement of performance in respect of his obligation under the contract. The successful vendor/contractor shall be responsible for damages, if any, in this regard and shall indemnify and save the purchaser harmless from and against all claims for damages and liability, those may arise due to his failure to comply with/to execute the work under this contract.

9. The Purchaser/Contractor shall warrant and be deemed to have warranted that all stores/goods supplied against this order/contract are free and clean of infringement of any Patent, copy right or trade mark and shall at all times indemnify the Purchaser against all claims, which may be made in respect of the stores for infringement of any right protected by patent. Registration of design or Trade Mark and shall all risk of accidents of damage, which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the order/contract.

10. i) All information, drawings, designs and specifications imparted to the bidder/successful contractor shall, at all times, remain the absolute property of the Purchaser, the bidder/successful contractor shall not use them for purposes other than for which they are provided for and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.



ii) The vender/contractor shall use his best endeavour to ensure that such information are not divulged to third parties except where needed for the performance of the contract by the successful bidder with the prior consent of the Purchaser. In such cases, the successful contractor shall ensure and obtain similar obligation of confidence from their parties, in question.

11. In case the prospective bidder does not specifically raise any objection/ reservation in respect of any of the 'terms & conditions' of the attached 'General Terms & Conditions for Tender/Purchase' and /or that of the attached 'Special Terms & Condition' for Tender/Purchase, it would be deemed that the prospective bidder(s) has/have accepted all the terms & conditions, as contained therein.

Annexure - C**List of Machinery & Equipment for Testing Facilities for Metallographic & Metallurgical properties**

Sl. No	DESCRIPTION	Unit	Qty
1	- Carbon apparatus for detection of carbon from 0.05 to 1.5% in iron and steel	No	1
	- Sulphur apparatus (by volumetric method for detection of sulphur by volumetric method)	No	1
	- Barometer Fortin's type (for air pressure)	No	1
	- Muffle furnace, 1000 degrees Celsius, 9x4x4" (for ignition)	No	1
	- Hot Plate, size: 10x12" (for boiling)	No	1
	- Distilled water plant (steel) for making distilled water	No	1
	- Analytical balance - 200 gms (sensitivity 0.1mg)	No	1
	- Weight Box	No	1
	- Dhona single pan balance (sensitivity 0.1 ng)	No	1
- Citizen platform balance (cap. 10 kgs, accuracy - 0.59)	No	1	
2	- Metallurgical microscope video projection system for detection of micro structure of samples and measure grain size. Picture of the micro structure can be printed by computer; CCD based USB connector and camera for direct connectivity to computer.	No	1
	- Polishing paper, cloth and alumina (imported) for preparing of Samples.	No	1
	- Mounting press machine (to set up prepared samples under the microscope)	No	1
	- Rotary polisher (for sample preparation by polishing)	No	1
- Belt polisher (for removal of uneven surface by polishing)	No	1	
3	- E.E.C, U.T. machine, model Ex-10 (to detect cracks, porosity, blowholes etc)	No	1
	- V1 and V2 block	No	1
	- M.P.T. machine, yoke type (for detecting surface cracks)	No	1
	- Fluorescent light.	No	1
4	- Krystal Elemac, 40 T capacity U.T.S. machine with bending arrangements.	No	1
	- UTS machine, blue star make for detection of tensile, yield, elg.And bend	No	1
	- Hardness testing machine - Krystal Elemac make and blue star make to measure hardness value at BHN	No	1
	- Rockwell hardness machine to measure the hardness value at HRC	No	1
	- Izod impact machine with accessories	No	1
- Mini lathe machine	No	1	
5	- Spectromax with standard card, 10 channel (for detection of chemical elements by spectrography method)	No	1
	- Spectro analyser (high speed polisher)	No	1
	- Other spares for spectro analysis such as air filter, flange, ring etc.	No	1
	- Abrasive cutter for sample cutting.	No	1

Sl. No	DESCRIPTION	Unit	Qty
6	- BOD (Biological Oxygen Demand) incubator (5-50 degree Celsius)	No	1
	- COD (Chemical Oxygen Demand) incubator (6 chamber, 2,5 KW)	No	1
	- Hot air oven for moisture detection	No	1
	- Automatic shaker (for proper mixing of samples)	No	1
	- UV 10 spectro photometer, Double Beam, Wave length range 190 - 110 nm (for detection of micro elements by photometric method)	No	1
	Digital PH - Meter Mark	No	1
	- Digital Conductivity meter, EI	No	1
	- Digital turbidity meter, EI	No	1
	- Vacuum pump	No	1
	- Glassware (filtering), crooch crucible - 1 set (for filtration of precipitation)	No	1

Part II:-

Additional Essential Items

Sl. No.	Description	Unit	Qty
7			

Part III :-

Optional Items

Sl. No.	Description	Unit	Qty

PRICE BID FORMAT**Price of Machinery & Equipment for Testing Facilities
for Metallographic & Metallurgical properties****Part I**

Sl. No.	DESCRIPTION	Unit	Qty.	Unit Rate	Total Price (Rs.)
1	-carbon apparatus for detection of carbon from 0.05 to 1.5% in iron and steel	No.	1		
	-sulphur apparatus (by volumetric method) for detection of sulphur by volumetric method	No.	1		
	-Barometer Fortin's type (for air pressure)	No.	1		
	-Muffle furnace, 1000 degrees Celsius, 9x4x4" (for ignition)	No.	1		
	-Hot plate, size: 10x12" (for boiling)	No.	1		
	-Distilled water plant (steel) for making distilled water	No.	1		
	-Analytical balance – 200 gms (sensitivity 0.1 mg)	No.	1		
	-Weight box	No.	1		
	-Dhona single pan balance (sensitivity 0.1 mg)	No.	1		
	-Citizen platform balance(cap.-10 kgs, accuracy -0.59)	No.	1		
2	-Metallurgical microscope video projection system for detection of micro structure of samples and measure grain size. Picture of the micro structure can be printed by computer; CCD based USB connector and camera for direct connectivity to computer	No.	1		
	-polishing paper, cloth and alumina (imported) for preparing of samples	No.	1		
	-Mounting press machine (to set up prepared samples under the microscope)	No.	1		
	-Rotary polisher (for sample preparation by polishing)	No.	1		
	-Belt polisher (for removal of uneven surface by polishing)	No.	1		

Sl. No.	DESCRIPTION	Unit	Qty.	Unit Rate	Total Price (Rs.)
3	-E.E.C, U.T. machine, model EX-10 (to detect cracks, porosity, blowholes etc.)	No.	1		
	-V1 and V2 block	No.	1		
	-M.P.T. machine, yoke type (for detecting surface cracks)	No.	1		
	-Fluorescent light		1		
4	-Krystal Elemac or equivalent 40 T capacity U.T.S. machine with bending arrangements	No.	1		
	-UTS machine, Blue Star or equivalent make for detection of tensile, yield, eig. And bend	No.	1		
	-Hardness testing machine – Krystal Elemac make and blue star make or equivalent to measure hardness value at BHN	No.	1		
	-Rockwell hardness machine to measure hardness value at HRC	No.	1		
	-Izod impact machine with accessories	No.	1		
	-Mini lathe machine	No.	1		
5	-Spectromax or equivalent make with standard card, 10 channel (for detection of chemical elements by spectrography method)	No.	1		
	-Spectro analyser (high speed polisher)	No.	1		
	-Other spares for spectro analysis such as air filter, flange, ring etc.	No.	1		
	-Abrasive cutter for sample cutting	No.	1		
6	-BOD (Biological Oxygen Demand) incubator (5-50 degree Celsius)	No.	1		
	-COD (Chemical Oxygen Demand) incubator (6 chamber, 2, 5, KW)	No.	1		
	-Hot air oven for moisture detection				
	-Automatic shaker (for proper mixing of samples)	No.	1		

Sl. No.	DESCRIPTION	Unit	Qty.	Unit Rate	Total Price (Rs.)
	- UV 10 Spectro Photometer, Double Beam, Wave length range: 190-110 nm (for detection of micro elements by photometric method)	No.	1		
	-Digital PH – Meter Mark	No.	1		
	-Digital Conductivity meter, EI	No.	1		
	-Digital turbidity meter, EI				
	-Vacuum pump	No.	1		
	-Glassware (filtering), crooch crucible – 1 set (for filtration of precipitation)	No.	1		

Part II:-

The Price(s) of **Optional Items** required, (as mentioned in this Tender document),if any, may be mentioned hereunder.

Sl. No.	Description	Unit	Qty	Unit Rate	Total Price (Rs.) (Prices on FOR Destination i.e. 'Door Delivery' Basis)

Part III:-

The Price(s) of **Optional Items** required, (as mentioned in this Tender document),if any, may be mentioned hereunder.

Sl. No.	Description	Unit	Qty	Unit Rate	Total Price (Rs.) (Prices on FOR Destination i.e. 'Door Delivery' Basis)