

Dhurwa, Ranchi- 834004, Jharkhand

OPEN TENDER NOTICE

No:- FF/CC/03 Shop/Resinking of Handle Rack Die/21-112

Date - 06.07.2021

Sub.:- Open Tender enquiry for "Resinking of Handle Rack Die (Main Die & Trimming Dies)"

Contract Cell/FFP is inviting a **Two Part bid limited** tender for submitting offer from the above firm for carrying out the subject work of **FFP/HEC Ltd.**

SUBMISSION OF OFFER:-

The bidders are required to submit their offer in one sealed envelope consisting of two separate sealed envelopes- One envelop for Techno-commercial bid (Part-I) and another for Price Bid (Part-II) only.

Part-I: -<u>Techno-commercial Bid (Eligibility Criteria)</u>:- The Techno-commercial bid (i.e. Part-I Bid) must consists of followings to qualify the eligibility Criteria:-

- i) Proof of experience towards execution of similar nature of work.
- ii) Copy of PAN Card.
- iii) Copy of GST registration certificate.
- iv) List of repairing facilities.
- v) Tender Paper duly signed by the bidder towards acceptance of **terms & conditions** stipulated therein.

Part-II:- Price Bid:- It will consist only basic price as per prescribed format placed at ANNEXURE-II.

Conditional price bid of any bidder will not be considered and will be summarily rejected. The bidders are required to indicate their terms & conditions in techno-commercial bid (Part-I) only failing which the offer of the bidder is liable to be rejected.

The bidders are also advised to super-scribe the followings in details clearly on top of each envelope:

- (A) NAME OF THE WORK:-
- (B) TENDER REF. NO .:-
- (C) DUE DATE & TIME FOR OPENING OF THE TENDER:-
- (D) PART NUMBER AND ITS CONTENT:-
- (E) FULL NAME, COMPLETE ADDRESS, CONTACT NO., E-MAIL ADDRES & FAX NO. OF THE BIDDER.

Tender document shall be obtained from the office of **Contract Cell/FFP/HEC.** The bidders can download the tender document with detailed **terms & conditions** from **HEC's website** <u>www.hecltd.com</u> also.



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PARTICULARS OF THE TENDER:-

Cost of Tender Document (Non Refundable):- Rs. 295/-, Earnest Money:- Rs. 5000/-,

Quantity:- As mentioned in Annexure-II

Delivery /Completion period: - Within 90 days from the date of lifting of the Dies and Punch from FFP/HEC.

Date of issue of Tender Document: 06.07.2021

Due date & time for submission of offer:- 06.08.2021 upto 2.30 PM

Due date & Time for opening of Part-I bid of the tender- 06.08.2021 at 3.00PM.

PLACE TO SUBMIT THE OFFER:-

Sealed offer will be submitted in the **Tender Box** placed at **Main Gate** of **Foundry Forge Plant/HEC Ltd.**, **Dhurwa**, **Ranchi-834004**, **Jharkhand** during the period mentioned above after filling it completely by the bidder. **Incomplete offer in any respect is liable to be rejected**.

Encl.:- (1) Annexure-I:- Terms & Conditions, Scope of Work etc. (Ref. Page:- 3 to 7)

(2) Annexure-II:-Schedule of Quantity for Price Bid (Part-II) (Ref. Page:- 8)

For & on behalf of HEC Ltd.

(Sd/-Sr. DGM I/c/ CC & Disp/FFP)



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ANNEXURE-I

TERMS & CONDITIONS:-

- 1. The quoted price of the bidders must be technically feasible, workable, competitive and unconditional. This should remain firm throughout the period of the contract. In case of any discrepancy in rate filed up in words and figures then the value in word will prevail.
- 2. Bidders are advised to visit the site (i.e. 03 Shop/FFP) for physical assessment of the all the Dies and Punch before participating in the bidding process.
- 3. Any offer which does not fulfill the condition laid down herein or is incomplete in any respect will be liable for rejection. Canvassing in connection with the offer is strictly prohibited and makes the offer liable to be rejected.
- 4. HEC reserves the right to issue amendment in respect of any clause stipulated in the tender document before opening of the tender (i.e. Part-I Bid).
- 5. **HEC** reserves the right to ask the bidder for submission of any document evaluation/clarification/verification of techno-commercial bid (Part-I).
- 6. Prices must be quoted by the bidders in both figures and words at the prescribed format mentioned in ANNEXURE-II. Offer not having prices in words are liable for rejection on the option of HEC. If any difference is located between the values indicated in words and figures in the price bid (Part-II), the lower of the value shall be taken as price quoted by the bidders.
- 7. In the price bid if the amount is derived after multiplying rate and quantity wrongly, the value written by mistake or after doing proper calculation whichever is lower to be considered.
- 8. After filling the rate(s) in figures and words against designed column of prescribed format in the tender, a transparent tape may be affixed over the quoted rate(s) (both figures & words) to avoid chances of tampering.
- 9. Only original price bid(s) of the bidder(s) submitted alongwith the original tender will be considered as valid. In the event of extension of the tender opening date, the bidders may submit their revised offer for Price Bid (Part-II) in separate sealed envelope clearly supers- cribbing "Revised Price Bid" on the top of the envelope.
- 10. The offer must be submitted by the bidders at the place mentioned at Page 1 after filling it properly and designed in all respect as per terms & conditions of the tender document without creating any change therein. The un-priced copy of the Price Bid (Part-II) is also required to be submitted alongwith Technocommercial bid (Part-I) clearly marking 'X X X' wherever price have been quoted. Mere submission of bid shall not mean eligibility of the bidder.
- 11. Failure to comply with the instructions may result in rejection of the offer. In the event of any doubt regarding the terms & conditions/formats, bidders may seek clarifications from the authorized officer of HEC. In case any tampering/unauthorized alteration is noticed in the bid submitted by bidders from the tender document available on the HEC Website, the said bid shall be summarily rejected and the company shall have no liability whatsoever in the matter. However, deviations, if any, proposed by bidder(s) may be separately indicated under a heading "DEVIATIONS", quoting the respective clause with justification. Acceptance of such deviations shall be the sole discretion of HEC. Such proposed deviations will not be treated as tampering for the purpose of application of the clause.
- 12. Offer with erasing/overwriting/cutting will be rejected unless all corrections have been authenticated with bidder's signature & seal.
- 13. Evaluation of every offer is subject to submission and validity of documents for fulfillment of eligibility criteria. HEC reserves the right to assess the bidder's capability and capacity to execute the job and the decision of HEC will be final in this regard.
- 14. HEC do not bind to accept the lowest or any tender and reserves the right to accept or reject any or all offers in whole or in part without assigning any reason.
- 15. Placement of order will be done on the basis of L-1 offer. However all the bidders may be required to explain / justify the basis of their quoted price as and when asked for. HEC reserves the right to award the work in full or in part to L-1 bidder as per requirement.
- 16. The order will be given to technically suitable L-1 bidder. However merely by being L-1 does not guarantees that the contract will be awarded to L-1 bidder.



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- 17. Submission of any document by the bidder after opening of bids shall not be allowed unless asked for in writing to do so.
- 18. Any claim on account of extra expenses if any incurred by **successful bidder** for any reasons whatsoever will not be entertained by **FFP/HEC.**
- 19. No compensation will be given by **FFP/HEC** for any rework or repeat work if done by **successful bidder** during execution of the work to meet the scope of work.
- 20. **Successful bidder** shall comply with the instructions which may be issued to them by **HEC** from time to time.
- 21. All the Statutory Rules & Regulations, Govt. Acts. Guidelines etc. issued by the corporation time to time in the matter shall be followed for this tender.

22. <u>INSTRUCTION TO BIDDERS FOR SIGINING THE TENDER DOCUMENT & OFFER:</u>

- (i) Each page of the tender document as well as other documents submitted by the bidders in their bids must be signed by any person/persons of the bidders having valid authorization to do so for & on behalf of that company up to finalization of this contract.
- (ii) If bidders are a Proprietorship Firm, the "Sole Proprietor" can submit the tender and sign the contract agreement.
- (iii) If bidders are a Partnership firm, the bidder will have to furnish full name & designation of all the partners of their firms and approved attorney of those person/persons in respect of signing in the tender document as well as other documents for & on behalf of that partnership firm up to finalization of this contract.
- (iv) If bidders are a **Registered Company**, any person acting under the authority of the Company, express or implied, can submit the tender and sign the contract agreement. It is sufficient if the person has the delegated authority. But for executing deeds, the company must empower such executants by a General Power of Attorney, or Special Power of Attorney, under its common seal.

23. ADDRESS FOR CORRESPONDANCE:-

To,

The Sr. DGM In-charge, Contract Cell, 2nd Floor, Administrative Building, Room No.:- 174, Foundry Forge Plant, HEC Ltd. Dhurwa, Ranchi-834004, Jharkhand

24. VALIDITY OF THE OFFER:-

The offer shall remain valid for a period of **Four Months** from the date of opening of **Techno-commercial Bid (Part-I)** of the tender. If no period is mentioned in respect of validity of the tender in the offer submitted by the bidder, it will be presumed that the bidder has accepted the validity of their offer for **four months** period from the date of opening of **Techno-commercial Bid (Part-I)** of the tender.

25. RECEIPT OF THE OFFER:-

Sealed offer will be received through tender box placed at main gate of FFP/HEC, Dhurwa, Ranchi-834004 or through Courier or through Register Post or through Speed Post on or before of scheduled date & time mentioned at Page-1. For bulky size of the offer w.r.t tender box, the same will be received in Contract Cell/FFP (Top Floor, Room No. 174, Adm. Bldg. of FFP/HEC Ltd.) based on written request of the bidder.

26. CONDITION REGARDING RECEIPT OF THE OFFER:-

Offer received after due date & time will not be considered and shall be summarily rejected. HEC takes no responsibility for delay, loss or non-receipt of offer/document sent by **post/courier** and no financial obligations shall accrue to **HEC** in such case.



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27. OPENING OF THE OFFER:-

- (i) Envelop of **Techno-commercial Bid (Part-I)** of the offer will be opened at **Finance/FFP** in presence of any bidder or their authorized representative who wish to be present, representative of **Finance** and **Contract Cell/FFP** on due **date & time** of opening of the tender as mentioned at **Page 1**.
- (ii) The Price Bid (Part-II) of the techno-commercially qualified bidders (after completion of scrutiny of the Technical and Commercial part) will be opened at a later date in presence of the bidders or their authorized representatives who wish to be present, representative of Finance and Contract Cell/FFP. The date of opening of the Price Bid (Part-II) will be intimated to all qualified bidders well in advance.

28. CONDITIONS REGARDING EXECUTION OF WORK:-

Successful bidder has to deliver the dies and punch in complete assembled condition after repairing / machining.

29. TECHNICAL TERMS:-

(A) SCOPE OF WORK OF SUCCESSFUL BIDDER:-

The existing dies (both top and bottom die) and punch dies (Punch and trimming dies) alongwith forged round bar for manufacturing of Guide Pin will be issued by HEC on returnable basis to successful bidder for machining and repairing work. The transportation of material (To and Fro is to be arranged by successful bidder)

Detailed Scope of work is as under:

- a) Machining out of existing impression of both top & Bottom Die. Machining out of existing impression of Die upto removal of old impression cracks or any defects.
- b) New die sinking of impression of both Top & Bottom dies as per dimension specified in drawing (Drg. No.Od 000119, Drawing is enclosed). Any deviation from the specified values in drawing will not be accepted.
- c) HEC will issue the forged round bar for manufacturing of Guide Pin, Adjustment/alignment of pin with respective holes is to be maintained strictly. Any deviation in alignment of Dies will not be accepted.
- d) The Top & Bottom Die should match properly.
- e) Preliminary process validation of Die/Punch profile by plaster of Paris as raw material for Die Forging at your premises in our presence is required for dispatch clearance of Die Block sets.
- f) Final Process validation of Die/Punch profile by actual raw material/ Plaster of Paris for Die Forging at our premises in your presence.
- g) Guarantee/warranty for minimum 5000 no. of Die product is to be assured by successful bidder..
- h) Transportation (to and Fro) is in successful bidder's scope.
- i) In case of any discrepancy arises during the entire manufacturing process after receiving the Die Blank (at bidder's end) till final validation of the Die/Punch set (at HEC premises) will be under bidder's scope and bidder has to rectify the same without any extra cost.
-) Hardness of existing die 195- 203 BHN

Dimension of existing Die Top 545 * (H) x 680 (W) x 1100 (L)

Bottom 560 * (H) x 680 (W) x 1100 (L)

• Minimum acceptable Final dimension of existing Die

Top 500 * (H) x 680 (W) x 1100 (L) Bottom 530 * (H) x 680 (W) x 1100 (L)

* Tolerance on Height ± 15 mm acceptable

- k) No crack/defects are observed in our existing Die sets. Cracks / defects, if any, are observed during machining then bidder should discuss and intimate /contact HEC. Subsequently removing the crack by chipping/gauging, welding it properly followed by machining is to be carried out without any financial implication.
- The chips generated during the machining work to be returned to HEC mentioning it clearly. The chips losses maximum 15% of reduced volume of Die Block will be acceptable.



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- m) Working Drawing No Od 000119 is attached.
- n) Ultrasonic report of material will be provided to successful bidder alongwith material by HEC.

(B) MATERIALS SUPPLY CLAUSE:-

FFP/HEC will provide **one set of Die (top die, bottom die, punch die and trimming die) alongwith forged round bar to successful bidder for machining. Supply of materials** required for completing the above scope of works as well as arrangement of **tools & tackles** for this work will be the scope of successful bidder.

TESTING & INSPECTION:-

Testing & inspection of the machined dies may be done at **successful bidder's premises** in presence of inspector of **FFP/HEC** & **their representative** on receipt of inspection call alongwith internal testing & inspection report from successful bidder. Final inspection / testing of die set will be done at HEC premises in presence of your persons as per scope of works clasue no 29 (A) - (e) & (f).

(D) <u>GUARANTEE PERIOD:</u> Guarantee of the Machined Dies and Punch for at least 5000 Pcs of Die product or 18 months from the date of supply of die set whichever is earlier. If any defect arise during guarantee period the same shall be rectified by the firm without any extra cost.

(E) GUARANTEE CERTIFICATE & TEST CERTIFICATE:-

Guarantee and Test certificate of all stage testing is to be provided by the successful bidder.

30. COMMERCIAL TERMS:

(A) DELIVERY PERIOD:-

Within 90 days from the date of lifting of the Dies from FFP/HEC by the successful bidder.

(B) **PAYING AUTHORITY: -** Finance Dept./FFP.

(C) PAYMENT TERMS:-

80% of **basic contract value** will be paid within **30 days** from the date of successful testing of the die set at **executing dept**. on submission of **GST invoice** (in triplicate) alongwith following documents:-

- (a) Original Guarantee Certificate of the Dies
- (b) Original internal Test Certificate of the Dies given by successful bidder.
- (c) Original returnable gate pass for to & fro movement of the Dies.
- (d) Original delivery challan of successful bidder towards dispatching of the machined Dies and Punch from successful bidder's premises.
- (e) Acceptance of executing dept. towards satisfactory performance of the Dies and Punch.

EITHER balance 20% payment of basic contract value will be made within 30 days on submission of PBG (Performance Bank Guarantee) of equivalent amount valid till Guarantee Period OR balance 20% payment of basic contract value will be made within 30 days after expiry of the Guarantee Period if successful bidder fails to submit PBG.

(D) INCOME TAX DEDUCTIONS:- It will be deducted from the bill as per rule of GOI.

(E) LD CLAUSE:-

LD will be imposed @ ½% of total contract value per week of delay subject to a maximum **10**% of the total contract value in case of delayed delivery of the repaired transformer by successful bidder.

(F) GOODS & SERVICE TAX (GST):-

Price of all bidders must be exclusive of GST and they are required to indicate GST in percentage (%) or value separately in their techno-commercial bid (Part-I). Applicable GST is payable to successful bidder extra. Payment of GST will be made to successful bidder on the basis of timely submission of GST invoice as per GST rule and submission of all documents as per payment terms. The payment of GST will be regularized against submission of documentary evidence i.e. deposit challan. Also, successful bidder has to file GST return as per GST rule so that ITC (Input Tax Credit) shall pass on to HEC account. If loss occurs in taking credit of GST by HEC due to the fault or error of successful bidder, the same will be recovered from next bill of successful bidder. Any increase in GST after expiry of the specified completion period of the contract will not be entertained by FFP/HEC.



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(G) BANK GUARANTEE:-

The existing die set with forged round bar will be handed over to **successful bidder** on submission of **Bank Guarantee** of **Rs. 15,00,000/- (Rupees fifteen Lac only)** with validity upto delivery of the machined Dies at **FFP/HEC. BG** will be returned to successful bidder after successful testing of the repaired die set at **executing department** on submission of written consent of successful bidder duly certified by **I/c** of **executing department** towards successful testing of the repaired die set at **executing department**.

(H) FREIGHT & INSURANCE:-

To & Fro freight & insurance of the Dies will be borne by successful bidder.

31. EXECUTING DEPARTMENT:- 03 Shop/FFP.

32. TERMINATION OF THE CONTRACT:-

The contract can be terminated in part/full under the following conditions in consultation of Legal Dept:-

- a) If **successful bidder** fails to start the work within **15 days** from the date of issue of work order without assigning any reason.
- b) Any other reasons for which company thinks it fit to terminate the contract will be terminated with assigning the proper reason. The determination and termination of the contract at any stage is the sole discretion of the employer and binding on **successful bidder**.

33. RISK & COST FACTOR:-

In the event of termination of the contract in part/full due to successful bidder's fault, **HEC** reserves the right to complete the work by any agency at **successful bidder's** risk & cost.

34. ARBITRATION:-

Normally all disputes should be settled by negotiations between the company and the concerned parties. In case any dispute/difference is not settled through negotiations, successful bidder can seek remedy by arbitration by invoking the same within **120 days** of dispute.

- (a) The Arbitrator (s) will be appointed to resolve the disputes between the parties. The CMD of HEC Ltd. is having absolute power to appoint a single Arbitrator or more than one Arbitrator or to refer the dispute to the Institutional Arbitration at his discretion and his decision is final and binding on successful bidder. The appointed Arbitrator(s) / Institutional Arbitration should pass a reasoned award and the parties should bear the costs of the Arbitration equally.
- (b) If any of the Arbitrators appointed by the CMD of HEC Ltd. is unable to continue as an Arbitrator for any reasons whatsoever or if the CMD of HEC Ltd. for the reasons to be recorded in writing thinks fit for appointment of a new Arbitrator in the place of existing Arbitrator, he is having a power to do so. If such a new Arbitrator is appointed, he can either continue the arbitration proceedings from the stage where the earlier Arbitrator discontinued his proceedings or alternatively the new Arbitrator may start proceedings de novo if the circumstances warrant him to do so.

Failing to invoke Arbitration clause within **120 days** of dispute, the matter is to be decided by **Civil Courts** at **Ranchi**, **Jharkhand** state alone and not at any other place.

35. Other Terms & Conditions will be as per **General Conditions of Contract** of HEC and the same can be downloaded from HEC's website **www.hecltd.com**.

Signature of the firm with rubber stamp with name, full address, mobile No., P&T No. etc.

For & on behalf of HEC Ltd.

(Sd/-Sr. DGM I/c/CC & Disp./FFP)



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ANNEXURE-II

PRICE BID (Part-II) SCHEDULE OF QUANTITY

Name of the work:- "Resinking of Handle Rack Die (Main Die & Trimming Die"

SI. No.	Description of the work	Qty.	Basic Quoted Rate (Rs.)	Basic Value (Qty X Basic Quoted Rate) (Rs.)
1.	Machining of Top and Bottom Die as per instruction and Drg. No.Od 000119(enclosed)	1 set		
	Machining of Trimming Die & Trimming Punch as per instruction and Drg.No.Od 000119(enclosed)			

Note:-

- (A) For Sl. No. 1 above, one Set of Die comprises of one Top Die and one Bottom Die & one Trimming Die and one Trimming Punch.
- (B) Please read the details mentioned in Scope of Work ,Clause 29 also.
- **(C)** The above rates are inclusive of to and fro transportation and transit insurance charge and exclusive of GST. GST will be extra as applicable.

Signature of the firm with rubber stamp with name, full address, mobile No., P&T No. etc.

For & on behalf of HEC Ltd.

(Sd/-Sr. DGM I/c/ CC & Disp./FFP)

