



OPEN TENDER NOTICE

No:- TA/Rev/52/2023- 60

Date: 25.08.2023

Sub.: Notice Inviting Tender for **Haat Bandobasti on HEC Township on H1 Price Basis**

Revenue Wing/ TA Division is inviting a **Two Part Bid (i.e. Part-I for Techno-commercial Bid & Part-II for Price Bid) open** tender for submitting offer from the reputed contractors, registered societies/ Company, trusts and cooperative societies for award of contract for Haat Bandobasti of Dhurwa Daily Market, Sector-III and Sector-II (Bi-weekly markets) for collection of Haat Rent for a period of one year.

SUBMISSION OF OFFER:-

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

(Note :- The envelopes must be sealed properly and stapling of bids should be avoided)

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

- i) Pan Card.
- ii) Name & Address of Bankers.
- iii) Bank Mandate
- iv) Financial Standing (financial statement of accounts of last three consecutive FY 2020-21,2021-22 & FY 2022-23 duly certified by Chartered Accountant & ITR) having UDIN number .
- v) DD for earnest money in favor of HEC ltd., Ranchi.
- vi) Character certificate (not older than six months w.e.f. tender date) for non-criminal activities issued from concerned Police Station of the key office bearers of the organization.
- vii) Certificate of Registration of business concern
- viii) GST Registration Certificate
- ix) EMD & Cost of Tender Document of requisite amount as mentioned at **page 2**.
- x) Tender paper duly signed by the bidder towards acceptance of **terms & conditions** stipulated therein.
- xi) The offer must be submitted by the bidders at the place mentioned after filling it properly and designed in all respect as per terms & conditions of the tender documents without creating any change therein. The un-priced copy of the Price Bid (Part-II) is also required to be submitted along with Techno-commercial bid (Part-I) clearly marking 'X X X' wherever price have been quoted. Mere submission of bid shall not mean eligibility of the bidder.
- xii) **Note-** The participating firm should not have any dues in TA Div (Rev) up to the last date of NIT/ bid submission. If there is any dues , it must be cleared before participation in this tender or else the participation will not be considered.



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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 shall 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 ADDRESS & FAX NO. OF THE BIDDER.**

The offer of the bidders must contain above mentioned **two parts** along with **Earnest Money** in the form of **Demand Draft (DD)** & **Cost of Tender Document** in the form of **Demand Draft (DD)**.

The bidder should submit the **EM & Cost of Tender document** through **DD**, it should be made from any **scheduled bank** in favour of **HEC Ltd., Ranchi** payable at **SBI,Hatia**.

Every bidder shall have to deposit **Earnest Money & Cost of Tender Document** in their **Techno-commercial Bid (Part-I)**.

Offer without **EM & Cost of Tender Document** / less amount of **EM & Cost of Tender Document** / submission of **invalid DD** for both **EM & Cost of Tender Document** will not be considered & **shall be summarily rejected**. No interest will be paid towards deposition of **EM** by the bidder.

The bidders can download the tender document with detailed **terms & conditions** from **HEC's website www.hecltd.com**.

PARTICULARS OF THE TENDER:-

Cost of Tender Document (Non Refundable):- **Rs. 1000/-**

Earnest Money:- **Rs. 70,000/- (The fig. will be adjusted in Security Deposit)**

Security Deposit :- Three Months rent to be deposited by the H1 firm after release of LOI within 10 days and before the start or execution of work and failing which the Contract will not be considered admissible.

Contract period:- **One Year from the date of approval/LOI/approval**.



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Period of Sale of Tender:- From **25.08.2023** to **07.09.2023** upto **5.00 PM**.

Due date & time for submission of offer:---- **08.09.2023** upto **1.00 PM**.

Time for opening of the tender:- --- **11.09 .2023** at **4.00PM**.

Note:- **In case, due date of tender opening falls on declared Holiday/Sunday, the tender box will be opened on next working day and the tender will also be opened on next working day at the same time & venue as mentioned at page 6.**

PLACE TO SUBMIT THE OFFER:-

Sealed offer will be submitted in the **Tender Box** placed at **COT office, TA Division, Headquarters, 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. Late submission will not be entertained.**

Encl.:- (1) Annexure-I:- Terms & Conditions, Scope of Work etc. (**Ref. Page:- 4 to 9**)
(2) Annexure-II:- Price Bid (Part-II) (**Ref. Page:- 10**)
(3) Annexure-III:- Haat Rent (**Ref. Page:- 11**)
(4) Annexure-IV:- Bank Details (**Ref: Page-12**)

For & on behalf of HEC Ltd.

(Dy. Manager/Rev/TA Divison)



TERMS & CONDITIONS:-

1. The bidders who are registered as **Micro/Small/Medium Enterprises** with the prescribed authority under **Micro, Small and Medium Enterprises development Act, 2006**, are required to submit copy of the registration certificate and indicate **twelve digits Entrepreneur Memorandum Number** along with the **techno-commercial bid (Part-I)**. In case such details are not provided by any bidder, it will be presumed that the bidder is not a **Micro, Small and Medium Enterprise** as per the provision of **Micro, Small and Medium Enterprises development Act, 2006** and consequently they are not eligible to the benefits admissible under the Act.
2. **EMD** of unsuccessful bidder will be refunded within a reasonable time on the basis of their written request.
3. The quoted price of the bidders must be technically feasible, workable, and competitive and unconditional. In case of any discrepancy in rate filed up in words and figures then the value in word will prevail.
4. Bidders are requested to quote their price Exclusive of GST. It is deemed that the bidders are satisfied with their quoted rate for completing the job/supply as per the scope of work/tender schedule. No complaint in this regard shall be entertained later. The bid will remain **valid for 90 (Ninety) Days** from the date of opening of Technical bid.
5. Bidders are advised to visit the site for physical assessment of the work before participating in the bidding process.
6. 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.
7. Successful bidder shall comply with the instructions which may be issued to him by HEC management from time to time.
8. HEC reserves the right to ask the bidder for submission of any document w.r.t. evaluation/clarification/verification of the techno-commercial bid (Part-I).
9. The bidders are required to quote their prices in both figures and words at the prescribed format mentioned in ANNEXURE-II. Bids not having prices in words are liable for rejection on the option of HEC. If any difference is found between the values indicated in words and figures in the price bid, then the value in word will prevail.



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10. After filling the rate(s) in figures and words by the bidders against designed column of prescribed format in the tender, a transparent tape shall be affixed by the bidders over the quoted rate(s) (both figures & words) to avoid chances of tampering.
11. The offer must be submitted by the bidders at the place mentioned after filling it properly and designed in all respect as per terms & conditions of the tender documents without creating any change therein. The un-priced copy of the Price Bid (Part-II) is also required to be submitted along with Techno-commercial bid (Part-I) clearly marking 'X X X' wherever price have been quoted. Mere submission of bid shall not mean eligibility of the bidder.
12. Failure to comply with the instructions may result in rejection of the offer. In the event of any doubt regarding terms & conditions/formats, the bidder may seek clarifications from the authorized officer of HEC. If any tampering/unauthorized alteration is noticed in the bid submitted by the bidders from the tender document available on the HEC Website, the said Bid shall be summarily rejected and HEC shall have no liability whatsoever in the matter. However, deviations, if any, proposed by the 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.
13. Offer with erasing/overwriting/cutting will be rejected unless all corrections have been authenticated with bidder's signature & seal.
14. 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 and is unchallengeable.
15. HEC do not bind to accept any tender and reserves the right to accept or reject any or all offers in whole or in part without assigning any reason.
16. Any claim on account of extra expenses if any incurred by successful bidder for any reasons whatsoever will not be entertained by HEC.
17. **Placement of order will be done on the basis of H-1 quotation.** 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 H-1 bidder as per requirement.
18. **The order will be given to technically suitable H-1 bidder only.** However merely by being H-1 does not guarantees that the contract will be awarded to H-1 bidder.
19. The area of Haat Bazaar will be on "As is Where" is basis.



20.Submission of any document by the bidder after opening of bids shall not be allowed unless asked for in writing to do so.

21.INSTRUCTION TO BIDDERS FOR SIGNING THE TENDER DOCUMENT & OFFER:-

- (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 the bidder is a **Proprietorship business concern**, the “**Sole Proprietor**” can submit the tender and sign the contract agreement.
- (iii) If the bidder is 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 the bidder is 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.

22.ADDRESS FOR CORRESPONDANCE:-

To,
The SDGM (Revenue)

TA Division, 1st Floor, Administrative Building
Room No.:- 32, HEC Headquarters, HEC Ltd.
Dhurwa, Ranchi-834004, Jharkhand

23. RECEIPT OF THE OFFER:-

Sealed offer will be received through **tender box** placed at **COT office, TA Division, HEC Headquarters, HEC Ltd. Dhurwa, Ranchi-834004** or through **Courier** or through **Register Post** or through **Speed Post** on or before of scheduled **date & time** mentioned at **Page-2**. For bulky size of the offer w.r.t tender box, the same will be received by hand in the same office based on written request of the bidder.

24. 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.

25. OPENING OF THE OFFER:-

(i) Envelop of **Techno-commercial Bid (Part-I)** of the offer will be opened first at **Office of COT/TA Div** in presence of bidder or their authorized representative who wish to be present, representative members of **Technical Committee** on due **date & time** of opening of the tender as mentioned at **Page 2**.

(ii) The **Price Bid (Part-II)** of the techno-commercially qualified bidders will be opened at a later date with intimation to the techno-commercially qualified bidders.

26. CONTRACT PERIOD:- One Year from the date of issue of allotment letter/LOI/approval.

27. PAYMENT TERMS:-

The payment of Bandobasti rent to the Corporation would be on monthly basis and paid **strictly before beginning of each month (i.e. by 25th of previous month)**

Note:- (1) Delay in submission of rent may result in penalty i.e 0.5% per week/02% per month.

28. SECURITY DEPOSIT:-

EM will form as initial security deposit and total **Security Deposit** will be **equal to 3 months license fee as in the contract terms**. Total **SD** will be refunded on submission of **work completion certificate** issued by the **executing department** towards successful completion of the work. **EM/Security Deposit will be forfeited if the contract is terminated for any reason whatsoever.**

29. GOODS & SERVICE TAX (GST):-

Quoted 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 by the bidder extra.

30. ARBITRATION:-

1.The parties to this contract at the first instance shall endeavor to settle by mutual discussion all the questions of disputes or differences arising out of, or relating thereto, or 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 difference(s) to the Chairman-cum-Managing Director of the Company (HEC Limited) for adjudication by a Sole Arbitrator to be appointed 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 parties shall have no objection if the Sole Arbitrator so appointed is an employee or ex-employee of HEC Ltd. , superannuated almost 3 years ago.

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 his predecessor subject to the provisions of the Act. The venue of arbitration proceeding shall be at Ranchi in the State of Jharkhand alone.

The other provisions of Arbitration and conciliation Act 1996(As amended from time to time) shall apply to the arbitration proceedings.

2.Jurisdiction- The courts of Ranchi shall alone have the jurisdiction to entertain any suit arising out of this contract.

3.Assignment :- The bidder undertakes not to assign the contractual obligation arising out of this contract to any third party.

4.Compliance of labour Laws- The bidder undertakes to comply with all the rules and regulations of the labour laws applicable from time to time.

31. 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 in writing.
- b) **NOTE:- If successful bidder fails to submit the rent as per the NIT scheduled payment term after issuing three notices with approval/intimation to competent authority.**
- c) If **successful bidder** fails to follow safe execution of the contract as well as fails to satisfy the **executing dept** with progress of the job.
- d) If any act of malpractices likes pilferage, corruption, harming/misusing company's property, ill- treating company's employee or any one related to the company by **successful bidder** or his deployed workmen including supervisor at any stage of the contract is detected.
- e) Any other reasons for which company thinks it fit to terminate the contract will be terminated without assigning the proper reason. The determination and termination of the contract at any stage is the sole discretion of the **HEC** and binding on **successful bidder**.

32. 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.

33. SUCCESSFUL BIDDER'S RESPONSIBILITIES:-



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- a) Management of Haat and collection of the Haat Rent not more than the rates per market/Haat day fixed by the management as per the details of the vendors in these markets enclosed at Annexure-III.
- b) The allottee will be solely responsible for any dispute, safety & security and abide by the traffic regulations while collecting Haat Rent during the market days. HEC shall not be responsible for any such incidence.
- c) They need to take care of approach road connecting the main road to the residential quarters. It should be free from any hindrances in the movement of property and people. No vendors shall be allowed to sell their commodities by putting their shop in front of residential quarters of HEC as it causes inconvenience to the residents as well as general public on market days. Failing which the contract will be terminated forthwith.
- d) As preventive measures to contain the spread of COVID-19 use of mask& sanitizer, social distancing etc. should be followed
- e) Providing Dust bins at different location and maintaining cleanliness of Haat under Swachh Bharat Abhiyaan.
- f) The successful bidder will be responsible for safety of all workmen engaged by him for the above contract.

The allottee will have to abide by all the terms & conditions of allotment and agreement entered into with HEC Ltd and the directions issued from time to time by the management. Any violation of the terms & conditions of the agreement shall lead to termination / cancellation of the allotment/agreement and the license fee deposited by the allottee will be forfeited.

- g) No permanent structures are allowed to be built by the allottee in these markets.
- h) The allottee shall have to execute an agreement for **a period of 1 year** from the date of issue of the allotment letter. The successful bidder has to abide by the terms and conditions of the agreement which is not negotiable.
- i) All other terms & condition will be as per GCC of HEC Ltd. and the same can be downloaded from HEC website www.hecltd.com.

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

For & on behalf of HEC Ltd.

(Dy. Manager/Rev/TA Division)



ANNEXURE-II

PRICE BID (Part-II)

Quotation for Haat Bandobasti of Sector-II, Sector-III (Bi weekly Market) & Dhurwa Bus Stand Hat (Daily Bazaar) of HEC Township

| Markets at | Period/ Duration | Rate per months both in figure & words | Rate for 1 year both in figure & words. |
|--|---------------------|---|--|
| Dhurwa (Daily Bazaar), Sector-III, Sector-II bi-weekly Markets | 1 year (2023-24) | | |

NOTE:- GOODS & SERVICE TAX (GST) (As per clause 29 of NIT):-

Quoted Price will be exclusive of **GST**.

GST as applicable is payable by the bidders extra

I do hereby accept all the terms and conditions of Tender as communicated to me by the HEC Ltd. vide tender No. TA/Rev/2022- _____ dated _____.

Signature of the Tenderer

Date & Seal



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Annexure –III

Sub: Haat Rent fixed by the management for Sector-II, Sector-III bi weekly & Dhurwa Bus Stand-Daily market Haat Bazaar.

| Sl. No | Type of Shop/business/trade | Rate of Haat Rent per market per day (Rs.) |
|--------|--|--|
| 1 | Vegetables (Green & all types) | 20.00 |
| 2 | Vegetables (Potato & Onion) | 30.00 |
| 3 | Fruits | 38.00 |
| 4 | Meat, Fish, Chicken and Pork | 63.00 |
| 5 | Readymade Garments | 25.00 |
| 6 | Utensils, Hardware, Shoes, Bangles | 25.00 |
| 7 | Grocery, Spices, Manihari, Seeds | 20.00 |
| 8 | Refreshments Stall, Tea Stall, Sweet Stall etc. and others | 30.00 |

For and on behalf of
Heavy Engineering Corporation Limited

Dy Manager / Revenue

Signature of the Tenderer

Date & Seal



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ANNEXURE-IV

BANK DETAILS

1. NAME WITH COMPLETE ADDRESS
TELEPHONE NO. & EMAIL ID

2. PARTICULARS OF BANK

A) BANK NAME :

B) BRANCH NAME
ADDRESS :

C) 9-DIGIT CODE NUMBER OF THE BANK &
APPEARING ON THE MICR CHEQUE ISSUED BY THE BANK :

D) ACCOUNT TYPE :

E) ACCOUNT NUMBER AS APPEARING ON THE CHEQUE BOOK :

(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or photocopy of a cheque or front page of your saving bank passbook issued by your bank for verification of the above particulars)

F) IFSC CODE :

I hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as participant under the scheme.

Signature of the Tenderer

Date :

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp:

SIGNATURE OF THE AUTHORISED/OFFICIAL/
WITH PHONE NO. FROM THE BANK