



HEAVY ENGINEERING CORPORATION LIMITED
(A Govt. of India Enterprises)
FOUNDRY FORGE PLANT
CONTRACT CELL
Dhurwa, Ranchi- 834004, Jharkhand

OPEN TENDER NOTICE

No:- FF/CC/INST/Repair of 15 KVA UPS/22- 141

Date: 23.04.2022

Sub.:- Open Tender Enquiry for “**Repair/Rectification of 15 KVA online UPS of 3509 Furnace Control Cabin in 03-Shop FFP.**”

Contract Cell/FFP 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 **reputed/working** contractor of **HEC** or outside of **HEC** having experience for executing similar nature of work in reputed **Pvt./Govt. Organization** in past.

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:- Techno-commercial Bid (Eligibility Criteria):- 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) Cost of Tender Document of requisite amount as mentioned at **page 2**.
- iv) Copy of **GST Registration** certificate.
- 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 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** alongwith **Cost of Tender Document** in the form of **Demand Draft (DD) / Cash Receipt** by depositing cash at **Finance dept. of FFP**.

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

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

Offer without **Cost of Tender Document** / less amount of **Cost of Tender Document** / submission of **invalid DD** for **Cost of Tender Document** will not be considered & **shall be summarily rejected**.

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

PARTICULARS OF THE TENDER:-

Cost of Tender Document (Non Refundable):- **Rs. 118/-**, Earnest Money:- **Nil**.

Quantity:- **1 no.** Completion period:- **7 days** from the date of handing over UPS by the dept.

Period of Sale of Tender:- From **23.04.2022** to **07.05.2022** upto **12.00N**.

Due date & time for submission of offer:- **07.05.2022** upto **2.30PM**.

Due date & Time for opening of the tender:- **07.05.2022** At **3.00PM**.



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Note:- **In case due date of tender opening falls on declared Holiday/Sunday, tender box will be opened on next working day and the tender will also open on next working day at the same time & venue mentioned at page 5.**

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 8)**
(2) Annexure-II:- Schedule of Quantity for **Price Bid (Part-II)** **(Ref. Page:- 9)**

For & on behalf of HEC Ltd.

(Sr. DGM I/c/Operation, CC & D/FFP)



ANNEXURE-I

TERMS & CONDITIONS:-

1. The bidders who are registered as a **SSI Units** having valid **NSIC certificates** are exempted from submission of **Cost of tender document** on fulfillment of the following conditions:
 - (i) Notarized copy of the NSIC certificate is to be submitted alongwith the **techno-commercial bid (Part-I)**.
 - (ii) The exemption from submission of **Cost of tender document** shall be granted only for the items for which it is registered.
 - (iii) In case of bid by consortium not having all the members as **SSI Units** are required to submit the stipulated **Cost of tender document**.

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 **notarized copy** of the **registration certificate** and indicate **twelve digits Entrepreneur Memorandum Number** alongwith 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. 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.
3. **Bidders are requested to quote their price inclusive of minimum wages, statutory payments and benefits/elements like rest day wages, holiday wages, PF contribution, insurance, safety items, annual bonus etc. for the workmen to be deployed including supervisor. 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.**
4. **Bidders are advised to visit the Instrumentation dept./FFP to get idea of the work before participating in the bidding process.**
5. 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.
6. **Successful bidder** shall comply with the instructions which may be issued to him by the officer-in-charge/competent authority from time to time.
7. **HEC** reserves the right to issue amendment in respect of any clause stipulated in the tender documents before opening of the tender (**i.e. Part-I Bid**).
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 located between the values indicated in **words and figures** in the **price bid**, the lower of the value shall be taken as price quoted by the bidders. **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.**
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 may be affixed by the bidders over the quoted rate(s) (both figures & words) to avoid chances of tampering.
11. 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.



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12. The offer must be submitted by the bidders at the place mentioned at **Page 2** 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 alongwith **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.**
13. 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.
14. **Offer with erasing/overwriting/cutting will be rejected unless all corrections have been authenticated with bidder's signature & seal.**
15. **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.**
16. **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.**
17. **HEC reserves the right to reduce or increase the quantity of the work within the contract period as per requirement.**
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. 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.
21. 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**.
22. Submission of any document by the bidder after opening of bids shall not be allowed unless asked for in writing to do so.
23. 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.
24. **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 Firm**, 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.



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25. **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
Phone No.:- 0651-2401584
CONTACT NO – 0651 2401584/ 2400638

26. **VALIDITY OF THE OFFER:-**

The offer shall remain valid for a period of **Six 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 **six months** period from the date of opening of **Techno-commercial Bid (Part-I)** of the tender.

27. **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-2**. For bulky size of the offer w.r.t tender box, the same will be received in **Contract Cell (Top Floor, Room No. 174, Adm. Bldg. of FFP/HEC Ltd.)** based on written request of the bidder.

28. **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.

29. **OPENING OF THE OFFER:-**

- (i) Envelop of **Techno-commercial Bid (Part-I)** of the offer will be opened first 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 2**.
- (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.

30. **SCOPE OF WORK OF SUCCESSFUL BIDDER:-** Detailed Scope of work is as under:

Comprehensive repairing/rectification of 15KVA ONLINE UPS (3 Phase IN/3 Phase OUT, 360V, Pure Sine Wave)

- (a) Replacement of IGBT.
- (b) Repairing of Charger card.
- (c) Repairing of control card.

31. **MATERIALS SUPPLY CLAUSE:-**

All tools & tackles required for carrying out the work are to be arranged by successful bidder.

32. **EXECUTING DEPARTMENT & SITE I/c:-**

Inst. Dept./FFP will be the **executing dept.** and **I/c/Inst/FFP** or the person nominated by him will be the **Site I/c** of this contract.

33. **WORKING HOURS:-** The work will be executed as per sole discretion of the **executing dept. or site I/c**.

34. **COMPLETION PERIOD:-** **07 days** from the date of handing over UPS by the dept.

35. **WARRANTY PERIOD:-** **30 days**.

36. **BOARDING, LODGING & FOODING:-**

Boarding, lodging & fooding of the successful bidder's service engineer will be borne by successful bidder itself.



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36. **RESPONSIBILITY OF SITE I/c:-**

- (a) Giving necessary instruction to the firm to carry out the work properly if required.
- (b) Issue of **work completion certificate** towards satisfactory completion of the work.

37. **PAYMENT TERMS:-**

Payment will be made to **successful bidder** on submission of following documents in **Executing Dept./FFP**. Following document will be forwarded to finance by the executing dept. itself for payment:

100% payment of basic contract value will be made **within 30 days** on submission of **GST invoice (in triplicate)** to **executing dept.** alongwith **work completion certificate** issued by **I/c/Inst./FFP**.

38. **PAYING AUTHORITY:-** Finance Dept./FFP.

39. **INCOME TAX DEDUCTIONS:-** It will be deducted as per the prevailing rule.

40. **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**.

41. **LD CLAUSE:-**

If **successful bidder** fails to complete the work within the contractual period, **LD** will be levied @ $\frac{1}{2}\%$ of unfinished part of the work per week of delay subject to a maximum **10%** of total contract value.

42. **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.

43. **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) If **successful bidder** fails to follow statutory provision of **Contract Labour (Regulation & Abolition) Act-1970, Payment of Wages Act-1936, Minimum Wages Act-1948, Employees Compensation Act-1923, Maternity Benefit Act-1961, Employees Provident Fund & Miscellaneous Provision Act-1952, Employee State Insurance Act-1948** or any other Act.



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- c) If **successful bidder** fails to follow safety rules as per **statutory provision of safety act.** towards 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 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.**

44. **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.

45. **SUCCESSFUL BIDDER'S RESPONSIBILITIES:-**

- a) The firm has to keep all necessary workmen of various trades and categories as per requirement of the work.
- b) To complete the above work as mentioned in the scope of works, the required number of workmen is to be deployed on all execution days by the firm.
- c) The firm will give strict instruction to its deployed workmen in order to follow the safety rules and to use safety appliances during execution of the contract towards safe execution of the work. He will also give instruction to its deployed workmen for not to **smoke/spit/gossip** at the work premises during working hours. If any workman of the firm is found that he is **smoking/spitting/gossiping** at the work premises during working hours, necessary action may be taken against the firm.
- d) The firm will be responsible for safety of all workmen engaged by them for the above contract and they will provide necessary safety appliances like **Hand Gloves, First Aid items, Safety Shoes, Safety Helmet, Protective clothing's etc.** to its deployed workmen. The nature and types of safety appliances to be supplied to different workmen may be different based on their actual position in the workplace and accordingly it is to be ascertained from the **executing department** or **safety dept. of HEC** at the very beginning of the contract.
- e) **The firm will pay minimum wages to its deployed workmen as per Minimum Wages Act., 1948 at their own source.**
- f) The firm will obtain an **Insurance policy** against the accident in respect of all workmen deployed by him to provide adequate coverage against any disability or infirmity or death which may be caused to the workmen as a result of the accidents in the working site. One copy of the same must be submitted by him at **Contract Cell/FFP.**
- g) In case of an accident during execution of the work whether resulting in any injury or disability or death of the firm's workmen, the firm will report immediately to the **site I/c** as well as **P & A Dept./FFP** about the accident of its workman and will be liable to pay compensation to such worker in accordance with the provisions of **Employees Compensation Act 1923.** Such compensation shall be paid to the concerned worker within **one month** from the date of accident failing which **HEC** will pay the requisite compensation alongwith the payment so made to such worker and the same shall be adjusted against the firm's bill by **HEC** later.
- h) In the case of change in the entity of the firm as he has mentioned in the bidder's profile submitted by him alongwith his tender and the said change has taken place during the running of the contract, the firm will submit revised profile attaching therewith all relevant documents in support of the change such as individual/property business concern/partnership firm/co-operative society etc. Any change in the constitution of the aforesaid body shall forthwith be notified by him to executing dept.
- i) The firm will be informed about the display of below average level of awareness about safety and work by its workers and accordingly they will replace them and re-engage them only when they acquired such competency.



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46. All other terms & conditions will be as per GCC of HEC Ltd. available on 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.

(Sr. DGM I/c/Operation, CC & D/FFP)



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ANNEXURE-II

PRICE BID (Part-II)

SCHEDULE OF QUANTITY

Name of the Work:- **Repair/Rectification of 15 KVA online UPS of 3509 Furnace Control Cabin in 03-Shop FFP.**

Sl. No.	Description of Work	Qty. (No.)	Basic Rate/No. (Rs.)	Total Quoted Value (Qty. X Basic Rate/No.) (Rs.)
1.	Comprehensive repairing/rectification of 15KVA ONLINE UPS (3 Phase IN/3 Phase OUT, 360V, Pure Sine Wave) (a) Replacement of IGBT. (b) Repairing of Charger card. (c) Repairing of control card.	01		
Total basic quoted value (Rs.):-				

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

For & on behalf of HEC Ltd.

(Sr. DGM I/c/Operation, CC & D/FFP)