



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

OPEN TENDER NOTICE

No:- FF/CC/02-Shop/Pkg. Boiler/20-30

Date: 14.01.2020

Sub.:- Open Tender Enquiry for “**Annual Operation & Productive Online Maintenance of FO Fired Package Boiler (SM-160B) installed in 02-SMS/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 consist of followings to qualify the eligibility Criteria:

- i) Proof of experience towards execution of similar nature of work.
- ii) Copy of **Registration Certificate** approved by Chief Inspector of Boiler as Boiler Repairer.
- iii) Copy of **PAN Card**.
- iv) EM & Cost of Tender Document of requisite amount as mentioned at **page 2**.
- v) Copy of **GST Registration** certificate.
- vi) Copy of both **PF & ESI Registration** certificate.
- vii) 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 **Earnest Money** in the form of **Demand Draft (DD) / Cash Receipt** by depositing cash at **Finance dept. of FFP / Bank Guarantee (BG) & Cost of Tender Document** in the form of **Demand Draft (DD) / Cash Receipt** by depositing cash at **Finance dept. of FFP**.

In case the bidder desires to submit the **EM** through **BG**, validity of **Bank Guarantee (BG)** should be upto **completion of the contract**. If the bidder desires to 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, Ranchi**.

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**. Tender document shall also be obtained from the office of **Contract Cell/FFP/HEC**.



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PARTICULARS OF THE TENDER:-

Cost of Tender Document (Non Refundable):- **Rs. 295/- (including 18% GST, HEC will issue GST Invoice against bidder)**, Earnest Money:- **Rs. 5,000/-**.

Quantity:- **300** full cycle operation. Completion period:- **One Year**.

Period of Sale of Tender:- From **14.01.2020** to **29.01.2020** upto **12.00N**.

Due date & time for submission of offer:- **29.01.2020** upto **2.30PM**.

Due date & Time for opening of the tender:- **29.01.2020** at **3.00PM**.

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 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 10)**
(2) Annexure-II:- Schedule of Quantity for **Price Bid (Part-II)** **(Ref. Page:- 11)**

For & on behalf of HEC Ltd.

(Sd/-Sr. DGM I/c/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 **EM, Cost of Tender Document & Security Deposit** 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 **EM, Cost of Tender Document & Security Deposit** 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 **EM, Cost of Tender Document & Security Deposit**.

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** 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. **EM 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, 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.
4. **Bidders are requested to quote their price inclusive of various workman related payments such as minimum wages, DA, ESI, PF, Bonus, Leave, EDLI, EPS, accidental compensation, gratuity, safety items 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 as well as above statutory liabilities. No complaint in this regard shall be entertained later.**
5. **Bidders are advised to visit the site (i.e. 02-SMS/FFP) 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 the officer-in-charge/competent authority from time to time.
8. **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**).
9. **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)**.
10. 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.**
11. 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.
12. 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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13. 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.**
14. 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.
15. **Offer with erasing/overwriting/cutting will be rejected unless all corrections have been authenticated with bidder's signature & seal.**
16. **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.**
17. **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.**
18. **HEC reserves the right to reduce or increase the quantity of the work within the contract period as per requirement.**
19. Any claim on account of extra expenses if any incurred by **successful bidder** for any reasons whatsoever will not be entertained by **FFP/HEC**.
20. 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.
21. Placement of order will be done on the basis of **L-1 quotation**. 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.
22. 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**.
23. Submission of any document by the bidder after opening of bids shall not be allowed unless asked for in writing to do so.
24. 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.
25. **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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26. **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

27. **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.

28. **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/FFP (Top Floor, Room No. 174, Adm. Bldg. of FFP/HEC Ltd.)** based on written request of the bidder.

29. **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.

30. **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 techno-commercially qualified bidders well in advance.

31. **SCOPE OF WORK OF SUCCESSFUL BIDDER:-**

Operation and maintenance (O & M) Work of FO Fired Package Boiler as per specification for superheated Steam generation and feeding to VD/VAD system to achieve vaccumity of desired level inclusive of testing.

32. **TECHNICAL TERMS & CONDITIONS:-**

- a) The successful bidder must have a team of well conversant and experienced boiler operators (with 1st & 2nd class certificate as per IBR Norms) preferably in handling of FO Fired Boilers with step less sequence control provisions. This will included the work of steam generation & feeding as required in VD/ VAD system alongwith its online productive maintenance.
- b) All operators and attendants in this sort of works contract will have to cover the operation control & day-to-day online productive maintenance of the boiler with its all balance of plant items like Piping's, DM Plant, pumps, motors, instruments and auxiliaries like APH, FO Burner, OPH, Ring man system, Soot Blower etc inclusive of their related testing and calibration procedures conforming to P & I Diagram.
- c) Periodical laboratory analysis for raw water, feed water & boiler water and also of flue gas will be managed by said personnel's only. Operational activities of the Boiler will be based upon such lab analyses/ reports.
- d) Since the boiler is auto modulated with step less sequence control system, operators and technicians to be deputed must have the idea of such. Routine day-to-day & online maintenance of minor nature (Electrical, mech. & instrumental) will be handled by the deputed technicians only.



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- e) DM Plant operations & regeneration of the unit, chemical feeding, dosing etc for necessary for all water treatments and periodic blow-down, gauge glass and Moberly drainage, steam venting etc at different points will be within the scope of the contractor on the basis of necessary chemical analyses.
- f) Boiler operation and maintenance as per the operation and maintenance manuals supplied by **M/s Thermax Ltd.** Log Sheet, log book, chemical analysis reports etc will be maintained in every shift. All such documents should be producible whenever asked for by Site Officer or IB/ CIB, Jharkhand.
- g) This Boiler will run intermittently as on need basis. So before the start of the boiler & after the completion of the work in every shift, the equipment should be thoroughly checked. For taking the boiler out of operation after steam feeding, all precautionary measures for safeguarding the equipment and its auxiliaries till next day's / shift's operation should be ensured before leaving the work place (inclusive of Electrical Isolation). Even if there is no requirement of steam at user end Boiler is to be started at-least once in every working day to maintain the boiler along with its all BOP items for quick start up in short notice. This must be adhered to avert any damaged to the boiler tubes and other pressure parts. This will be equivalent to one operating cycle.
- h) Lubrication, Oil Feeding in all bearing chambers/ sumps up to the marked level will be done/ checked in every shift. Lubrication-charts and machine-history card will be maintained in every shift.

33. TECHNICAL SPECIFICATIONS OF THE BOILER:-

- (a) Model.....: SM 160 B/ 17.5 Kg per Cm²/ FO
- (b) Type: Three pass wet back smoke tube boiler with integral super heater & APH.
- (c) Design Code: IBR 1950
- (d) Steam output F & A 100°C: 16 TPH
- (e) Design Pressure: 17.5 Kg/ Cm²
- (f) Safety valve set press: 17.5 Kg/ Cm²
- (g) Dryness fraction: 98%
- (h) Steam temperature after super heater: 210 + 5°C to –15°C
- (i) Thermal efficiency on NCV with APH.....: 91.5 ± 2% (as per BS: 845 part 1)
- (j) Heat output: 8.63 x 10⁶ Kcal/ hr
- (k) Volumetric heat release rate: 0.577 x 10⁶ Kcal/ hr –M²
- (l) Heating surface area: 477 M²
- (m) Steam space.....: 6.24 M³
- (n) Water holding capacity up to NWL.....: 33.07 M³
- (o) NCV of FO: 9650 Kcal/kg
- (p) Burner type: Thermax Oertli
- (q) Start up.....: with LPG flame
- (r) Fuel supply press (Oil): 25 Kg/ cm² g
- (s) Turn down ratio: 1:4
- (t) Modulation: Step less
- (u) Feed water pump: Centrifugal vertical multistage
- (v) Flow in above: 190 MLC at 2900 rpm with 18.5 KW Motor
- (w) NPSH required in above pump: 4.0 MLC
- (x) Model.....: CR 20-17



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Dhurwa, Ranchi- 834004, Jharkhand

FUEL PUMP

- (a) Type: Gear
- (b) Flow.....: 4500 Kg/Hr
- (c) Discharge pressure: 25 Kg/cm²
- (d) NPSH required.....: 6 MLC
- (e) Speed: 1400 rpm with 7.5 KW Motor
- (f) Motor KW.....: 7.5

RING MAIN PUMP

- (a) Type: Gear
- (b) Flow.....: 1500 Kg/hr
- (c) Discharge Pressure.....: 31.4 Kg/cm²

Available Raw Water analyses available at DM Water inlet

- (a) SiO₂.....: 23.0 ppm
- (b) TDS: 10.0 ppm
- (c) Cyanide as CN.....: Nil
- (d) Alkalinity: 45.0 ppm
- (e) P₂O₅: 97.69 ppm
- (f) pH.....: 7.0
- (g) Hardness as CaCO₃: 25.5 ppm
- (h) Temperature (average): 21°C

DM Water Limits (As Per Is 10392 – 19821)

- (a) Hardness: 10 ppm
- (b) Dissolved Oxygen: 0.1 ppm max
- (c) pH Value.....: 8.5 to 9.5
- (d) Free CO₂: Nil
- (e) Bound Co₂: 5 ppm
- (f) TDS: 400 ppm max
- (g) Temperature: 90°C max
- (h) Conductivity after SBA exchanger: ≤ 12 μS
- (i) Conductivity after MB: ≤ 1 μS

34. **MATERIALS SUPPLY CLAUSE:-**

All tools & tackles required for carrying out the subject work is to be arranged by the successful bidder while other material if required for carrying out the subject work will be supplied by the dept. free of cost

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

02-SMS/FFP will be the **executing dept.** and **Sr.DGM I/c/Maint./02-ShopFFP** or the person nominated by him will be the **Site I/c** of this contract.

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

37. **CONTRACT PERIOD:- One Year.**

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

- (a) Giving necessary instruction to **successful bidder** to carry out the work properly.
- (b) Maintaining a **measurement book** to enter actual no. of cycle being completed by **successful bidder** for the subject work.
- (c) Issue of **work completion certificate** towards successful completion of the work.



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39. **PAYMENT TERMS:-**

Payment will be made to successful bidder on submission of following documents in **Executing dept./FFP**:

- (a) **R/A bill** based on actual quantity of work being carried out by the **successful bidder** duly certified by the **site I/c/Executing dept. alongwith GST invoice immediately.**
- (b) **Measurement book** duly certified by the **Site I/c/Executing dept.** towards completion of actual quantity of work.
- (c) Documentary evidence towards payment of statutory dues (i.e. PF, ESI etc.).
- (d) Wage certificate of labour payment through bank account duly certified by P & A dept./FFP.

The above documents submitted by successful bidder will be forwarded to **Finance/FFP** for payment by the **executing department** itself.

Final payment will be made on production of **work completion certificate** duly issued by **site I/c/executing department** towards successful completion of the work alongwith final bill.

Note:- (1) Delay in submission of bill may result in non-payment of GST amount if credit could not be availed due to late submission of invoice.

(2) Amount of GST will be reimbursed to the firm as per the prevailing rule under GST Act. on the basis of timely submission of **GST invoice** as per **GST rule** and submission of all documents as per **payment terms.**

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

41. **SECURITY DEPOSIT:-**

EM will form as initial security deposit and total **Security Deposit** will be **10% of total contract value.** A deduction at the rate of **10%** from all "**On account**" payments of **successful bidder** will be made till the total **SD** becomes **10%** of total contract value. Total **SD** will be refunded **within 30 days** on submission of **work completion certificate** issued by the **I/c/Maint./02-Shop/FFP** towards successful completion of the work. **EM/Security Deposit will be forfeited if the contract is terminated for any reason whatsoever.**

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

43. **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.**

44. **LD CLAUSE:-**

If **successful bidder** fails to complete the work within the contractual period, **LD** will be levied @ **½%** of unfinished part of the work per week of delay subject to a maximum **10%** of total contract value.

45. **AGREEMENT:-**

An agreement will be signed between **HEC** & the successful bidder within **30 days** from the date of issue of the work order on **Non-Judicial Stamp Paper of requisite value** as per provision of Indian Stamp Act. on the Performa prescribed by **HEC Ltd.** available on **Contract Cell/FFP.** The General Condition of Contract along with Work Order and the Tender Documents will be the part of Agreement and binding on the **successful bidder.** Unless and until agreement is prepared and executed, the **Acceptance Letter Cum Work Order** shall be deemed as an agreement of this contract between **HEC** & the **successful bidder.**

46. **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.



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FOUNDRY FORGE PLANT
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Dhurwa, Ranchi- 834004, Jharkhand

- (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.

47. **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.
- 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 like 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.**

48. **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.

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

- a) The successful bidder will be responsible for compliance of PF & ESI of its deployed workmen as per the rule admissible under the **Employees Provident Fund & Miscellaneous Provision Act-1952 & Employee State Insurance Act-1948.**
- b) The successful bidder has to keep all necessary workmen of various trades and categories as per requirement of the work.
- c) To complete the above work as mentioned in the scope of works, the required number of workmen are to be deployed on all execution days by successful bidder and certificate to this effect be obtained from **site I/c or executing dept.**
- d) The successful bidder will have to submit daily report for engagement of labour on every execution day to the **site I/c** with effect from the date of commencement of the work and will continue up to completion of the work.
- e) The successful bidder will be responsible for safety of all workmen engaged by him for the above contract and he will provide necessary safety appliances (PPEs) like **Hand Gloves, First Aid items, Safety Shoes, Safety Helmet, Protective clothing's etc.** to his deployed workmen as per suggestion of safety department of **FFP/HEC.** 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. If successful bidder is failed to provide safety appliances to his workmen, the same shall be supplied by the corporation at **successful bidder's cost** and such cost will be recovered from his bill.



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

- f) The successful bidder will give strict instruction to his deployed workmen in order to follow the safety rules and to use safety appliances during execution of the contract towards safe working. He will also give instruction to his workmen for not to **smoke/spit/gossip** at the work premises during working hours.
- g) The Successful bidder will give instruction to his deployed workmen that every workman will wear neat & clean suitable clothing towards safe execution of the work inside the factory area.
- h) The Successful bidder should either physically present himself every day or by his supervisor during working hours and he/his supervisor will report to **site I/c** daily for taking instructions and for coordinating the work and maintaining the various records i.e. quantum of work done, workmen engaged etc.
- i) **The Successful bidder will pay minimum wages to his deployed workmen as per Minimum Wages Act., 1948 at their own source.**
- j) In case of an accident during execution of the work whether resulting in any injury or disability or death of successful bidder's workmen, he will report immediately to the **site I/c** as well as **P&A Dept./FFP** about the accident of his 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 along with the payment so made to such worker and the same shall be adjusted against his bill by **HEC** later.
- k) **Payment of successful bidder's deployed workmen shall be made to their bank account directly.**
- l) **Bonus is to be paid by the successful bidder to their deployed workmen within 15 days from the date of completion of contract. There is no need to wait for Durga Puja.**
- m) **Bonus is to be paid separately contract wise by the successful bidder.**
- n) **The successful bidder has to simply submit the proof of bonus payment and a copy of return which has been submitted by them to the competent authority as per the Bonus Act. 1965.**
- k) The payment towards running bill will be made **once in a month** depending upon the work done by him and would cover the attendance period from **1st** of the month to **30/31th** of the current month. Successful bidder is required to render all the possible service for the preparation of bills on or before **10th** of the succeeding months even if payment by corporation has not been made to them. The bills complete in all respect should reach to the **Finance Dept** by **6th** of the following month.
- l) The successful bidder shall obtain the requisite **license for engaging labour {if applicable on successful bidder as per provision of Contract Labour (Regulation & Abolition) Act, 1970}** from the concerned authorities clearly setting out the number of persons to be engaged for this work.
- m) In the case of change in the entity of successful bidder 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 successful bidder will submit revised bidder's 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.
- n) The successful bidder will be informed about the display of below average level of awareness about safety and work by his workers and accordingly he will replace them and re-engage them only when they acquired such competency.
- o) The successful bidder will maintain all records namely Attendance Register of deployed workmen, Register of Wages (FORM-XVII), Register of workman (Muster Roll) FORM-XIII), CPF deduction of each & every deployed workmen with CPF A/c no, bank A/c no. at ready reference for producing the same as per needs of the corporation.

51. All other terms & conditions will be as per GCC of HEC Ltd. available at 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.

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



HEAVY ENGINEERING CORPORATION LIMITED
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FOUNDRY FORGE PLANT
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Dhurwa, Ranchi- 834004, Jharkhand

ANNEXURE-II

PRICE BID (Part-II)

SCHEDULE OF QUANTITY

Name of the work:- **Annual Operation & Productive Online Maintenance of FO fired Package Boiler (SM-160B) installed in 02-SMS/FFP”.**

Sl. No.	Description of Work	Unit	Qty.	Basic Quoted Rate/ Full cycle (Rs.)	Total Value (Qty. X Basic Quoted Rate/Full Cycle) (Rs.)
01.	Operation and maintenance (O & M) work of FO Fired Package Boiler as per specification for superheated Steam generation and Feeding to VD/ VAD system to achieve vaccuumity of desired level inclusive of testing.	No. of full cycles of Opn. & Maint. (From start of boiler for superheated steam gen., feeding at desired press. & temp. till shutdown or one time running at-least in a day)	300		
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.

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