



Ref No: FFP/P&A/CLM/WCC/Z-II/2019-665

Date: 23.12.2019

M/s-

Sub: Tender documents.

Dear Sirs,

Please find enclosed our tender documents for carry out the following contract job:

Tender No.	FFP/P&A/CLM/WCC/Z-II/2019-665 dated: 23.12.2019
Name of the Contract	Annual Rate Contract for performing Specified intermittent nature of works arising in Work Zone-II.
Last date for submission of Bids	Upto 12.30 hrs on date 13.01.2020
due date for opening tender Bids	At 15.00 hrs on date 13.01.2020

On submission of cost of the Tender Documents, vide Challan Number / Demand Draft No. _____ dated _____ for Rs. _____ issued by _____, it is sold to the above tenderer today on _____.

The tenderer will submit **Rate Analysis** alongwith his Price Bid at the time of submission of tender documents.

Thanking you,

Yours faithfully,

(Bimlendu Kashyap)
Asst. Manager(HR) P&A-FFP



Ref No: FFP/P&A/CLM/WCC/Z-II/2019

Date: 23.12.2019

To,

**Sub: Open Tender Inquiry for awarding work charged rate contract in respect of
 “Specified intermittent nature of works arising in Work Zone-II”**

Dear Sirs,

Sealed tender is invited from the eligible tenderers for the specified work charged rate as per price-bid at annexure-G for FFP, HEC Ltd. Ranchi-834004.

The details of the tender are given below:

(I) Eligibility and Qualifying criteria.

(A.) Pre-qualification criteria:

1. Average annual financial turnover during the last three years, ending 31st March of the previous financial year, should be atleast **137 lakhs** rupees.
2. Experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which tender is invited should be one of the following (such works must had commenced within the aforesaid period of seven years):
 - a) three similar completed works costing not less than **183 lakhs** rupees, or
 - b) two similar completed works costing not less than **229 lakhs** rupees, or
 - c) one similar completed work costing not less than **366 lakhs** rupees.

(B.) Evaluation criteria of Bids:

1. Technical Evaluation shall be considered on the basis of the following documents:
 - a) Tenderer’s profile (refer annexure-A given hereinafter)
 - b) Declaration of relationship(refer annexure-E given hereinafter)
 - c) EMD
 - d) Cost of Tender documents
 - e) Pre-qualification criteria as mentioned above (for instance, to satisfy the clause I(A)(1) the requisite documents are the annual income tax returns and/or Competent certificate of national bank pertaining to the required financial years, whereas to satisfy the clause I(A)(2) the requisite documents are certified copy of work-orders and their completion certificates)
 - f) TIN/GRN, PAN, GST No., etc
2. Corporation reserve the right to ask for any document which may be required for evaluation/ Clarification / Verification of the technical bid.
3. Submission of any document after opening of bid shall not be allowed unless asked for in writing as per clause (I)(B)(2).
4. Conditional offer in technical bid will be liable for rejection.



5. Conditional offer in price bid shall be straight away rejected and EMD shall be forfeited.
6. For evaluation of technical / price bid and for execution of contract, Corporation shall be guided by the GCC as in force at that point of time.
7. If a tenderer QUOTES UNWORKABLE RATES and is considered for placement of order, the said tenderer will be asked to justify the rate quoted and will have to furnish Performance guarantee bond (in addition to the security deposit) in the form of Bank Draft/Bank Guarantee. The amount of performance guarantee bond will be 10 % of Contract value for ensuring proper supply/execution. If the tenderer refuses to furnish performance guarantee bond his bid shall be treated as non-responsive, EMD shall be forfeited.

(C.) Other conditions:

1. Firms/Individuals may categorically mention their own PF code number allotted by RPFC, if they have.
2. In respect of existing running Contracts, the tenderer shall submit an attested photocopy of Valid Labour License issued by the office of Regional / Asst Labour Commissioner (Govt of India), under section 12 of Contract Labour (Regulation and Abolition) Act 1970 as amended from time to time.
3. A copy of Partnership deed / Memorandum of Association is to be submitted, if applicable.
4. List of Work-orders executed, their title, contract value and number of personnel/workers trade-wise deployed is to be submitted enclosing therewith the copies of such listed work-orders where the tenderer is/was rendering similar services. Performance certificate submitted by the tenderer will be assessed and considered to ascertain whether the tenderer is having required expertise in such works and has not failed in fulfilling the statutory obligations, e.g. submission of statutory returns, wage payment, deposit of PF contributions, etc.

(II) **Date, time and Place of submission of Tender Bids**

(A.) Tenders will be received in the office of Asst. Manager (HR) P&A-FFP, Room No. 170, Second Floor, 100 Bldg., FFP on or before **12.30PM hrs of dtd: 13.01.2020**

(B.) Submission of Tender Bids

1. The tender bids shall be submitted in two parts, each in a separate sealed cover prominently super-scribed as **COVER – I** and **COVER – II** and also indicating on each of covers the bid title and date of opening. These two covers shall contain details of bid as under :

COVER - I

Technical Bid: It will contain following documents:

- a) **Application Fee:** Certified copy of receipt of application fee paid by the tenderer depositing the cash-receipt or Demand Draft of requisite value issued by any schedule bank drawn in favour of “Heavy Engineering Corporation Ltd” if he has purchased tender documents from the office of Asst. Manager (HR) P&A-FFP or a Demand Draft of requisite value of **Rs 8,850/-** issued by any schedule bank drawn in favour of “**Heavy Engineering Corporation Ltd**” if the tender documents have been downloaded from our website www.hecltd.com.



- b) **Earnest Money Deposit:** The contractor should submit Earnest Money in the form of Demand Draft or Cash receipt or Bank Guarantee. Demand Draft should be of **Rs. 7,50,000/- (Seven lakhs fifty thousand rupees)** only issued by any schedule bank drawn in favour of “Heavy Engineering Corporation Ltd” against payment of Earnest Money Deposit (EMD).
- c) **Technical Bid documents:** Technical bids including all documents listed at clause (I)(B)(1) above except the price bid. (Also place the tender document from page number-02 to page number-22 having signature of tenderer with date on each page).

COVER – II

Price Bid: It will contain only Price Bid and Rate Analysis. (Place page number-23 to page number-31 of the tender document having signature of tenderer with date on each page)

1. The tender without application fee and earnest money shall be rejected. Separate sealed Cover – I and Cover – II with the above details shall be submitted in a sealed envelope containing these two covers and the sealed envelope shall be superscripted as "**Bid for work-charged rate contract for Work Zone-II**" and addressed to :

**Asst. Manager (HR) P&A-FFP
Room No. 170, Second Floor, 100 Bldg.
Foundry Forge Plant
Heavy Engineering Corporation Limited
Plant Plaza Road, Dhurwa, Ranchi - 834004**

2. The cover of the envelope should also **indicate clearly the name of bidder and his address**. In addition, on the left hand corner of the envelope the tenderer should indicate the **bid opening date and time**.
3. The Bidder has the option of sending the bid by the registered post or to submit the bid in person so as to make it reach here by the date and time as indicated in the "Notice Inviting Tender".
4. Tender bids shall be dropped in the Tender Box placed at the entrance of the Main Gate of the Administrative Bldg., FFP/HEC Ltd. kept there for this purpose or handed over to the office of the Asst. Manager (HR) P&A-FFP, Room No. 170, Second Floor, 100 Bldg., FFP on proper receipt issued by the Receiving officer.
5. Tenders received by post / courier shall be considered as valid if these are received before due date and time specified for submission. In case of courier service, date and time of its receipt may be mentioned on the envelope and got certified by the delivery agency. Late tenders are not to be considered and opened.

(III) **Date, time and Place of opening of bids**

Bids will be **opened on date 13.01.2020** in the office of Asst. Manager (HR) P&A-FFP, Room No. 170, Second Floor, 100 Bldg., FFP **at 15.00 hrs**. All willing tenderers or their authorized representative may be present at the time of opening of tender.

(IV) **Description of works including scope of work and responsibility.**

(A.) Specifications: Quantity and Quality requirement of the work



1. Description of work: Daily completing the prescribed assignments (need based) as mentioned in the price-bid within the given time-schedule at the allocated locations with help of required number of manpower, materials and equipment.
2. Such works and other allied works will be performed daily. The complete volume of work assignments will be performed through unskilled, semi-skilled, skilled, high-skilled and super-skilled personnel having adequate in-line training and/or experience corresponding to the aforesaid work assignments. They should be familiar with the work and acquire training in order to accomplish the work satisfactorily. Such training records should immediately be provided to P&A-Contract Labour Matters Cell. For the purpose tenderer will have to deploy reasonable strength of manpower to accomplish the assigned volume of work.
3. Tender quantities may increase or decrease as per requirements. Unit rates will remain firm till the execution of order except when Escalation-clause XII is invoked.
4. The workmen will be deployed in such a way that defined works pertaining to all four shifts, namely A, G, B & C-shifts which involves working during night, should be attended to.
5. Such works will be performed primarily in designated locations. Occasionally such works will be performed at any location of HEC/FFP or any place as directed by Shop Incharge/Departmental Head/Controlling Officer.
6. Complaint, if any, received from respective Controlling Officer for non-performance of daily-work assigned to an individual worker or poor performance, a suitable penalty will be deducted from the work-bill.
7. Tenderer will be responsible for the safety of his workers at the site of working. He shall arrange for his workers at his own cost Personal protective items as suitable such as dust-mask, rubber-hand-gloves, helmet, eye-goggles, pair of work-shoes, harness items and other safety items. If the tenderer is unable to arrange Personal protective items, he will take such items from HEC/FFP on returnable basis (read with clause XIV (A) (5) herein below).
8. The tenderer shall comply with the instructions, which may be issued to him by the Controlling Officer from time to time.

(B.) Duration of contract

1. The contract will be effective for one year.
2. The contract may be further extended for a subsequent period at the discretion of the Corporation.
3. The Contractor shall meet the Controlling Officer for taking possession of place of work.

(C.) Method of quality and quantity measurement

1. Incharge Finance/FFP will be the paying Authority for making payment to the Contractor. Contractor has to submit his R/A bills of the last performed-month to Paying Authority in the succeeding month in quadruplicate along with certified wage sheets pertaining to the monthly wage payment made to his workmen in their declared bank account. The payments will be made to the contractor through account payee cheque or electronic transfer only based on actual measurement of work done in the respective Zone. The Contractor will get SAC on the wages (Basic + VDA) paid to the workers in respective zone.
2. Controlling Officer will organize the quality and quantity measurement of the performance.

(V) **Instruction for quoting price**

(A.) Instructions for tenderer regarding price-bid



1. Conditional tender is liable to be rejected.
2. The tenderer should apply his mind to financial aspect, whether expressed or implied, of every clause mentioned in this all-inclusive tender (contract on finalization) in order to arrive at workable rates. Submission of the breakup of quoted rate in shape of Rate Analysis will give better understanding different financial aspects involved therein.
3. The rates are inclusive of Minimum Wages and other statutory payments and benefits/elements like Wages, Rest Day wages, Holiday wages, PF contribution, Insurance and Safety items, etc.
4. The quoted rates should be inclusive of all taxes, royalties and other statutory levies applicable, if any, except GST. During the tenure of contract the Corporation will not take any liability for increase or variation in the prices, etc.
5. All statutory Taxes will be deducted from the bill as per prevailing rate.
6. The quoted rate shall remain firm and fixed till the total execution of the contract. Unit rate of work components will remain firm till the execution of order except when Escalation clause XII is invoked.
7. The tenderer may inspect the places of work in the Factory/Office Buildings at HEC/FFP, Ranchi with permission of the Asst. Manager (HR) P&A-FFP before quoting the rates.
8. The rates are required to be quoted both in words and figures and in case of difference between rates in words & figures, the former will prevail.
9. All the workers and supervisors of the tenderer must wear proper clothing and shoes, which should be suitable to do such works safely inside factory area. If any worker is found not conforming to this, he/she will not be allowed to enter in the factory area.
10. Tenderer will have to submit medical fitness certificate of his workers before obtaining their gate-pass to deploy them to perform such works at the locations as given in the Contract.
11. Tenderer will ensure that he should acquire proper licence / permission from the appropriate authorities in order to be eligible to undertake this contract.

(VI) Taxes and duties applicable

1. The rate should be quoted inclusive of all applicable taxes except GST.
2. All statutory Taxes and Duties, except GST, as per prevailing rates are to be borne by the tenderer, however, if any new Tax or Duty is levied after issue of Letter of Acceptance, the same may be considered for compensation on request and submission of evidence.
3. HEC shall deduct from the bills of tenderer/contractor any amount deductible under law/order of the appropriate Government Authority and deposit the same with the respective Tax Authorities with intimation to the tenderer/contractor.

(VII) Schedule of deviations

1. The schedule is attached at annexure-B.

(VIII) Requirement and mode of depositing Earnest Money

- (A.) Non-refundable Application fee for tender paper
The tender document cost is **Rs 8,850/- (Eight Thousand Eight Hundred Rupees)** only, which will be deposited along with Technical Bid (read with clause (II) (B)). Copy of Tender Documents may be down loaded from our website in which case the fee will have to be deposited along with tender in a manner as stated in pre-pages (read with clause (II) (B)).

- (B.) Earnest Money



1. Earnest money for tender is **Rs. 7,50,000/- (Seven lakhs fifty thousand rupees) only**. The contractor should submit Earnest Money in the form of Demand Draft or Cash receipt or Bank Guarantee. Demand Draft should be of **Rs. 7,50,000/- (Seven lakhs fifty thousand rupees) only** issued by any schedule bank drawn in favour of "Heavy Engineering Corporation Ltd" against payment of Earnest Money Deposit (EMD).
2. No interest shall be payable on Earnest Money deposit.
3. Earnest Money of the unsuccessful bidders will be refunded immediately after finalization of the contract on receiving a written request from the bidders.
4. Security deposit of closed contract will be converted into EMD. Amount of Security deposit should be certified by Finance Deptt-FFP.
5. If the successful bidder fails to enter into contract in the manner as stated at clause (XIV) (B)(10), then the Earnest Money amount will be forfeited.
6. Any bid not accompanied by the EMD shall be rejected.

(IX) Payment terms

1. Payment shall be released to the contractor only after satisfactory completion of works.
2. Incharge Finance/FFP will be the Paying Authority for making payment to the Contractor.
3. Payment will be made on satisfactory completion of work after verifying the claims submitted by the contractor. Their claims should be supported by all requisite documents pertaining to payment of wages (wage-payment-sheets), CPF, Group Insurance, ESI contributions, statutory payments as per various labour laws as applicable, statutory taxes, etc.
4. Contractor has to submit his claim bills to Executing Authority in quadruplicate supported certified quantity of work assignments accomplished, monthly inspection-cum-measurement report, wage-payment-sheets duly certified by authorized HEC representative who had witnessed the payments made to the workers for the said month or has satisfied himself that wages of the workers have reached to them in a systematic way such as in their individual bank account. The said Executing Authority will verify the performance and recommend the payable items as well as recovery items against penalties and other items to Paying Authority for making payment accordingly.
5. The Executing Authority may avail the assistance of P&A-Contract Labour Matters to get the monthly running bills, duly verified at his end, for further ascertaining the compliance of clause (IX)(3) and clause (IX)(4).
6. The payments will be made to the contractor through Account Payee Cheques or electronic transfer only, which will be received by the Contractor himself or his duly authorized representative.

(X) Inspection

Inspection will be done by Executing Authorities, FFP.

(XI) Security Deposit

1. Security Deposit will be 10 % of the Contract Value. Earnest Money of the successful tenderer will be converted into Initial Security Deposit. The remaining amount of Security Deposit will be deducted @ 10 % of Supervision and Additional cost (S&AC) payable to the tenderer from his monthly running bill.
2. The Security Deposit will be refunded after successful completion of work order and after issuance of No-claim Certificate.
3. No interest shall be payable on Security Deposit.

**(XII) Penalty & Liquidated Damages & Risks & Costs-clause.**

1. Liquidated Damages Clause: If the Contractor fails to complete the work within the stipulated time fixed in the contract, the Contractor shall pay to the employer as agreed liquidated damages (LD) at the rate of 0.5% of the total contract price per week of delay or part thereof by which the completion of work has been delayed, subject to a maximum limit of 10% of the total contract price. Payment to such LD shall not in any way absolve the contractor from their contractual obligations to complete the work.
2. The amount of penalties will be recovered as mentioned against any clause herein all. Penalty paid against any item of non-performance will not be construed that Contractor is not required to do that job/assignment. Contractor will have to do remedy wherever he will default.
3. Contractor will be required to compensate in case of any damage is caused in any form to the Corporation because of any reason attributable to him.
4. If the order is terminated due to breach contract on part of the contractor, the Corporation shall be entitled to get the balance/left over quantity of job done from alternative sources at the risk and cost of the contractor after serving him a 15-days notice. The differential amount, if any, shall be recovered from security deposit and/or from any other outstanding dues of the contractor. The company reserves its right to debar such defaulting / terminated contractor from participating in future tenders.

(XIII) Escalation.

1. The Corporation does not take any liability to increase the rate against variation in the price of any of its constituent, except clause (XII) (2) and clause (XII)(3) mentioned hereunder, occurring during the tenure of the contract.
2. In case of enhancement of the Minimum Wages or Variable Dearness Allowance made by Central Government during the contractual period, the same may be considered for compensation to the contractor on request and submission of evidence by escalating the per Unit Rate of the work components as mentioned in the price-bid.
3. Any upgradation made in respect of per day wage-rate corresponding to different categories of skill levels applicable to the workers of the Contractor while complying with the terms of a settlement made as per the provisions of Industrial Disputes Act- 1947 and its Rules, Unit Rate of the work components as mentioned in the price-bid will be escalated correspondingly.

(XIV) Additional terms and conditions.

1. No-claim situations: No claim on account of idle labour, interruption of work or any other expenses incurred by the contractor for any reasons whatsoever will be entertained.
2. Extension of completion time: Extension of completion time, if any, may be granted to the contractor by the Executing Authorities with due approval of the Competent Authority.
3. Change in constitution / entity of contractor: In the case of change in the entity of the contractor as he has mentioned in the Tenderer's Profile submitted by him along with his tender and the said change has taken place during the running of the contract, the tenderer/contractor will submit relevant documents in support of the change, such as Individual / Proprietary Business Concern / Partnership firm / Cooperative Society / Etc. Any change in the constitution of the aforesaid registered body shall forthwith be notified by the Contractor to Executing Authorities.
4. Forfeiture of EMD & debaring future participation: In case any tenderer(s) withdraws the offer after submission, or successful and valid tenderer deliberately withdraw his offer, his



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FOUNDRY FORGE PLANT



EMD shall be forfeited and he may be debarred from submission of tenders for a period of two years.

5. Conduct of Contractor: HEC reserve the right to remove from list of Approved-Contractors or to ban business dealing if a contractor has been found to have committed misconduct and also to suspend business dealing pending investigation.
6. General Condition of Contract & Special terms and conditions of contract will be binding on tenderers / contractors. G.CC, S.C.C. and other specifications are available for inspection in the office of Asst. Manager (HR) P&A-FFP, Room No. 170, Second Floor, 100 Bldg., FFP before submission of the offer on any working days during office time.
7. For any disputes arising out of this contract the jurisdiction shall be in the Courts at RANCHI.
8. All the Statutory Rules & Regulations, Govt. Acts, guidelines etc. issued by the Corporation from time to time in the matter shall be followed for this tender.

(A.) Special Terms & Conditions of the Contract

1. **WORKING HOURS:** The contractor shall have to undertake any of the jobs of this tender round the clock regardless of holidays / Sundays/ festivals on verbal/written instructions from Executing Authority, though the normal working hours will be as per factory shift timings. The normal factory shift timings are **“A” Shift 6.00AM to 2.00PM, “B” Shift 2.00PM to 10.00PM, “C” Shift 10.00PM to 6.00AM and General Shift 8.00AM to 5.00PM.** On completion of the job the Contractor may inform the same to Executing Authority. Contractor or his responsible representative must be present during performance to attend exigency.
2. **SITE-IN-CHARGE:** Contractor shall supervise the work or depute his representative to do the same and take the instructions from the Executing Authority/Controlling Officer and accomplish the work. His contact address with telephone numbers shall be intimated to the said Authority to contact in odd hours.
3. **RATE:** The wage-rate shall be fixed and firm regardless of timing of the job. Rates in the price bid/schedule are inclusive of Statutory-payment, Insurance, Safety equipments, benefits of labourers whatsoever required as also mentioned in scope of work and also inclusive of all applicable taxes except GST. If applicable, GST will be paid only to service provider on claiming the GST amount on bill by furnishing of GST registration number and proof of payment of the GST made to the concerned Tax Authority.
4. **MATERIALS:** HEC SCOPE: HEC/FFP will provide materials required for performing such works including electricity and water at free of cost.
5. **SAFETY:** The rate quoted should be inclusive of cost for supply of Personal Protective Equipments [PPEs] to workers. The nature and types of PPEs to be supplied to different labours may be different based on their nature of work and accordingly it is to be ascertained from the Executing Authority or Safety Deptt-FFP at the very beginning of the contract. In case of the failure of the contractor to supply the PPEs, the same shall be supplied by the Corporation at the cost of Contractor and such costs will be recovered from the bills of Contractor. During working hours, wearing loose clothes, smoking, spitting and gossiping is strictly prohibited and it is the responsibility of the Contractor to ensure that his workers abide by the same.
6. **INTERPRETATION & SAVING:** In case of any ambiguity with regard to interpretation of any clause of this contract the interpretation given by the Competent Authority shall be final and binding to the tenderer / contractor.



(B.) Other terms and conditions

1. The Contractor will abide by the Corporation's guidelines and Government Directives issued on the matters of engagement SC/ST, Persons with Disabilities, Women, Displaced persons, etc.
2. The Contractor will submit the verification of the conduct/integrity of his workers and supervisors.
3. The Corporation reserves the right to reject any or all tenders or may split the work between two or more tenderers without assigning any reason thereof.
4. The Corporation is **not bound to accept the lowest tender.**
5. Before submitting the tender the contractor shall visit the site of work and acquainted with the modalities and conditions of work as well as about items which will be necessary for the safety and welfare of his workmen such as protective clothing, safety shoes, helmets etc.
6. Tenderers are required to cover all the labours engaged by them on the work under Group Insurance Policy as applicable. In case of any accident, the Corporation will not be liable to pay any compensation.
7. The tender will remain valid for three months from the date of opening.
8. Discloser Of Relationship: The Tenderer/Bidder shall declare whether the proprietor or any partner of the firm or director of their firm/Company as the case may be has any relation with any employee working in any Plant/Offices of HEC and if so to declare the name of the employee and the relationship, and also whether any of them has a relationship within the meaning of section 6 of the Companies Act, 1956 with any of the Directors of HEC and, if so give details. Proprietor Partner /Director of the bidder firm/Company must submit a declaration whether any of his/their member(s) or relative(s) is/are partner/Director of any other bidder(s) participating in this bidding at the time of opening of Techno-Commercial bid.
9. Termination of Contract: The Contract can be terminated on the following grounds besides the reasons of termination of contract in general as provided as clause-7 of GCC:
 - i) If the contractor fails to perform the work as per requirement.
 - ii) If the contractor does not follow the statutory rules stipulated in the Contract Labour (Regulation & Abolition) Act 1970, the Minimum Wage Act, the Safety Rules etc.
 - iii) If any act of malpractices done by the contractor is detected at any stage.
10. Agreement: The successful tenderer shall be required to enter into an agreement with the company on non-judicial stamp paper of requisite value (presently Rs.10/- only) on the proforma prescribed by HEC within 15 days from issue of Letter of Acceptance. The General Condition of Contract alongwith Letter of Acceptance & Tender documents will form part of Agreement and will be binding on contractor.

(C.) Executing Authority/ Controlling Officer

1. The Incharge Shop/Departmental Head or their representatives of the concerned work area, where work will be carried out, will be the Executing Authority of this contract. After award of the works contract the Contractor has to take all necessary instructions/guidance from him only. The Executing Authority will have the sole responsibility to see that the Contractor is complying the terms and conditions of the contract and does the work in accordance with the work order. This will not relieve the contractor of any of his duties or obligations under the contract.



(D.) Constituents of tender

1. The Tender Document, Letter of Acceptance, GCC and Agreement will form the part of Contract. Tender Document including Terms and Conditions, General Conditions of Contract (GCC) of HEC etc. can be seen in the office of Asst. Manager (HR) P&A-FFP, Room No. 170, Second Floor, 100 Bldg., FFP on any working day during the usual office hour from 8 AM to 5 PM.

(E.) Saving clause.

1. M/s HEC Limited do not bind itself to accept the lowest or any tender and reserve the right to reject any/all tenders without assigning any reasons thereof and may divide the works among two or more tenderers. The decision of the Corporation in this regard shall be final.

(F.) Compliance of statutory provisions.

1. The Provident Fund Contributions shall be deposited with the EPF Authority by the Contractor under the provisions of Employees Provident Fund and Miscellaneous Provision Act 1952. If it is not deposited, the same shall be deposited by the Company to the concerned Authority as per the Act. Similarly, as per the provisions made under the law, actions will be taken against the Contractor if he fails to pay wages, ESI benefits, etc.
2. 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.

(G.) Contractor's Responsibilities:

1. Contractor has to keep all necessary workmen of various trades and categories as per requirement of work. In the event of failure to execute the work in time with stipulated number of workmen, the contract will be cancelled and awarded to some other party.
2. To complete the stipulated work as mentioned in the scope of works, the required number of workmen are to be deployed on all the working days and certificate to this effect be obtained from concerned Controlling Officer. Due preference should be given to local, displaced, SC/ST and dependent of deceased employees of HEC as well as those persons who have worked with out-going contractor.
3. The contractor will deploy the workmen and **submit** the list of his workmen, Deptt-wise to Asst. Manager(HR) P&A-FFP will forward the list to Dy. Commandant, CISF/FFP for **issuance of Gate Passes** after due scrutiny.
4. The contractor is to ensure grant of leave and holidays to his workmen as per prevailing Rules of the Corporation/Central Government. The workmen are to be engaged on all working days of the month except National/Festival Holidays. In case of failure to engage the stipulated numbers of workmen, or unsatisfactory performance of work as certified by the Executing Authorities, **proportionate deduction** will be made for the same from the monthly bills.
5. The Contractor shall pay the wages to his workers at a declared place at the work-site on declared pay days within prescribed period of pay-days in the presence of the authorized Management Representative, who will give **certificate** on the wage sheet as follows:

"Certified that amount shown in the column no..... has been paid to the workmen concerned in my presence on"

No wage period should exceed one month.



6. The contractor will submit monthly running account(R/A) Bill for each month. The payment will be made to the contractor through A/c payee cheque or electronic transfer only after making necessary authorized deduction. However contractor will make its own arrangements for fund to pay its workmen **on or before 10th of every month** even if payment by Corporation has not been made to them.
7. The Contractor will take adequate precautions to **avoid damage or loss** to the Corporation's property and injury to any person. In case of any damage or loss or injury, the Contractor will be fully responsible and will have to compensate the damage. This will be without any prejudice to such other action, which the Management of the Corporation may take depending on the circumstances of the loss or damages or injury as well. The Contractor will report immediately to the Executing Authorities about the any injuries arising out of in course of the work to his workmen.
8. Once the work is completed in terms of the works contract, the contractor will prepare the final bill in **full and final settlement of the claim** duly certified by the Incharge of the Shop indicating that nothing is outstanding against the contractor.
9. The Contractor should either physically present him-self or his authorized representative **every day during working hours** and report to Executing Authorities for taking instructions for coordinating the work and maintaining the various records i.e. quantum of works done, workmen engaged, etc. The acts done by the authorized representative shall be binding on the Contractor.
10. The Contractor shall visit the site of work and get himself satisfied about the modalities and conditions of work as well as make necessary arrangement for the **safety and welfare of his workmen** such as protective-clothing, safety shoes, helmets, etc. before start of work.
11. The Contractor will have to submit **daily report for the Labour engaged** on the day for work to the Shop I/c / Departmental Head with effect from the date of commencement of the work till completion.
12. In the event of any **break-down and emergency**, the contractor will have to detain the workmen till the work is completed.
13. If it is required **to work in night** to meet the completion schedule of work, the contractor will have to take the prior permission in writing from the Appropriate Authority.
14. The Contractor will regularly read the notice board and refer display of information made at the entrance of FFP.
15. The Contractor 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 reengage them only when they acquired such competency.

**For and on behalf of
Heavy Engg. Corporation Limited**

**(Bimlendu Kashyap)
Asst. Manager(HR) P&A-FFP**

Distribution:

- 1) Notice Board / FFP, HMBP, & HMTP
- 2) DGM I/c Finance-FFP
- 3) COP/FFP



STATUTORY REQUIREMENT AND LABOUR LAWS

As a part of the contract, the following shall be strictly adhered to in compliance with Statutory Obligations and Labour Laws:

1.0 ADHERENCE TO LABOUR LAWS:

- 1.1 The contractor shall be required to obtain Labour Licence for engagement of workers from the Competent Authority before commencement of the work under the provisions of Contract Labour Regulation & Abolition Act, 1970.
- 1.2 The Contractor shall be required to abide by the provisions of the Contract Labour (R&A) Act 1970, Payment of wages Act, 1936, the Employees' Compensation Act 1923, the Factories Act 1948, the Employees Provident Fund and Misc. Prov. Act 1952, the Employee State Insurance Act 1948, Minimum Wages Act 1948 etc. and all their subsequent amendments and rules framed there under.
- 1.3 The Contractor shall issue employment card and wage slip to all workers engaged by him.
- 1.4 All the workers of the contractor should be enrolled as member of the Provident Fund and PF subscription and contribution in respect of the workers are to be deducted from the wages paid to them. The same is to be remitted along with an equal amount (Employers Share) to RPFC to the State Bank of India against the Provident Fund Code No. allotted to the Contractor within 15 (fifteen) days of each month with an intimation to the P&A-Contract Labour Matters.
- 1.5 The Contractor shall submit all relevant returns/reports to the RPFC within the dates and maintain all records properly.
- 1.6 The Contractor shall maintain the following major Registers :
 - i) Register of Persons employed by the Contractor (**Form-XII**). Note that it should also have stamp size colour photograph of the person, his date of birth and the validity period of the gate pass(access permit)
 - ii) Register of Wages (**Form - XVII**)
 - iii) Muster Roll (**Form – XVI**)
 - iv) Register of Deduction of damage or loss (**Form-XX**)
 - v) Register of Fines (**Form-XXI**)
 - vi) Register of Advance (**Form-XXII**)
 - vii) Register of Overtime (**Form-XXII**)
 - viii) Register of Accidents as per Factories Rules 1950
 - ix) Register for payment of leave wages
 - x) Registers relating to PF, ESI, Bonus, etc.
 - xi) Attendance Register
 - xii) Monthly Book of office copy of Wage Slip (**Form-XIX**) issued
- 1.7 The Contractor shall be under obligation to send the returns to the Licencing Officer and other competent authorities as are required under different provisions of Law.

2.0 ACCIDENT/INSURANCE

- 2.1. The contractor must inform about occurrence of any accident involving his workmen to the Safety Officer and also his controlling department as well as Contract Cell immediately after the occurrence. The Contractor shall be liable to arrange prompt medical attendance and care of the injured workmen and also shall be liable to make payment of compensation as per the Employees' Compensation Act, 1923. All expenses on this account shall be strictly born by the Contractor. However, first aid in the



Plant/First Aid Post and Ambulance shall be provided to the Contractor's Workmen on chargeable basis.

- 2.2. Contractor shall be required to ensure his workers under the death cum injury policy of the Insurance Company. Required premium shall be born by the Contractor. The Corporation shall not bear any responsibility for payment of compensation/medical expenses in case of accidents/death of his workers.

3.0 SAFETY

- 3.1 The Contractors shall provide maternity benefits to female workers as per the provision of the Maternity Benefits Act,1961.
- 3.2 The contractor shall have to get their workman examined by a registered medical practitioner, preferably by HEC Plant Hospital at his own cost. There are two types of medical examination i.e. (i) pre-employment medical examination and (ii) periodical medical examination. The examination reports shall have to be submitted to the Contract Cell in the prescribed format to FFP/HEC.
- 3.3 If contractor fails to do so, a penalty medical examination shall be done by the Corporation at the cost of the contractor.

Signature of Tenderer.

Name:

Seal:



Annexure-A

TECHNICAL BID

TENDERER'S PROFILE

The tenderers are to furnish the following particulars.

1. Name of the tenderer:
2. Status of the tenderer (Individual / Proprietary Business concern / Partnership firm / Cooperative Society / Registered Society / Company / etc.) and in case of proprietary concern please mention the particulars of instrument empowering his successor to complete the remaining contract period in the event of death of proprietor:
3. Name & address of the Proprietor/Partner/Directors along with contact phone No.(If required separate sheet may be attached):
4. Office-post/title of the position held by the tenderer:
5. Office Address of the tenderer and its Phone No., Fax & e-mail, etc.:
6. Local address for immediate contact, if any:
7. Name, full address and contract phone number of Site Incharge of the tenderer:
8. Name, full address and contract phone number of Legal heirs, particularly first class, of the tenderer (if required separate sheet may be attached) whose status is individual or proprietary business concern:
9. Any other information:

Signature of Tenderer.

Name:

Seal:



Annexure-B

TECHNICAL BID

SCHEDULE OF DEVIATIONS

Date: _____

To
The Asst. Manager(HR) P&A-FFP,
Foundry Forge Plant,
Heavy Engineering Corporation Limited,
Plant Plaza Road, Dhurwa, Ranchi - 834004

Dear Sir,

I have gone through the contents of Tender Documents and the following Clauses of the Tender Documents are **not acceptable** to me.

Sl. No.	Clause No.
----	-----

Signature of Tenderer.

Name:

Seal:



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Annexure-C

TECHNICAL BID

UNDERTAKING

1. I / We hereby declare that I/we have carried out successfully works of large magnitude in nature to the work embraced in this Tender and have adequate organization and experienced personnel to handle this type and magnitude of works.
2. I / We also hereby declare that I/we have seen and studied carefully before submitting the Tender, the technical aspects of the work and terms & conditions, general conditions of Contract, special conditions. Bill of Quantity and description of work, etc. and I/we am/are aware that all the above Tender Documents relating to the said work will be binding on us.

Signature of Tenderer.

Name:

Seal:



Annexure-D

TECHNICAL BID

DISCLOSER OF RELATIONSHIP

Declaration by the Tenderers regarding the particulars of employees on the roll of HEC Ltd. who are related to the Tenderers:

Sl. No.	Name of the employees of HEC related to the tenderers	Designation	Place of Work	P. No.	Signature of the employees concerned

It is certified that the above particulars are correct.

Signature of Tenderer.

Name:

Seal:



Annexure-E

TECHNICAL BID

DECLARATION OF RELATIONSHIP

- | | |
|---|-------------------------------|
| 1. Whether the proprietor or any Partner of the firm or Director of the firm/Company as the case may be has any relation with any employee working in any Unit/Plant/Office of HEC | Yes/No
If yes, give detail |
| 2. Whether the proprietor or any partner of the firm or Director of the firm/Company as the case may be has any relationship (within the of Section 6 of the Companies Act 1956) with any of the Directors of HEC | Yes/No
If yes, give detail |
| 3. Whether the proprietor or any partner of the firm or Director of the firm/Company as the case may be has any relation with Partner/Director of any other bidder(s) participating in this Bidding | Yes/No
If yes, give detail |

I/We declare that information furnished above is correct to the best of my/our knowledge. I understand that if any information furnished above is found to be wrong at any point of time, my work order shall be cancelled, EMD shall be forfeited & my/our firm shall be kept in business holiday as deemed fit by the corporation.

Signature of Tenderer.

Name:

Seal:



Annexure-F

TECHNICAL BID

LIST OF DOCUMENTS AND ENCLOSURES ATTACHED

Date _____

The Asst. Manager (HR) P&A-FFP,
 Foundry Forge Plant,
 Heavy Engineering Corporation Limited,
 Plant Plaza Road, Dhurwa, Ranchi - 834004

Dear Sir,

I have gone through the Tender Documents and I am submitting my offer for doing the work as specified in the tender documents. I am submitting the following documents for your kind consideration:-

Sl	Documents required as enclosures	Particulars of documents
1.	Demand Draft towards Earnest Money	
2.	Demand Draft towards Application fee for tender	
3.	Income tax Clearance Certificate/ Income-tax returns pertaining to last 3-years	
4.	Copies Of Contract-Completion / Work-Order / Performance Certificates in support of experiences of "similar work" executed during last seven years attached to a list of such copies	
5.	Tenderer's Profile	
6.	Schedule Of Deviations	
7.	Undertaking	
8.	Discloser Of Relationship	
9.	Declaration Of Relationship	
10.	CPF Registration Certificate*	
11.	Labour Licence*	
12.	Insurance Coverage Certificate* (General Insurance Scheme under LIC or EDLI)	
13.	Tenderer must declare that he/his organisation has not been convicted or Black-listed by any PSU or Govt. Sector	
14.	PAN No.	
15.	A certified copy of Registration certificate in case of Cooperative Society	
16.	A certified copy of Passed resolution for taking up the work on contract and authorizing its representative to file tender on its behalf	

*to be submitted consequent to award of contract

"I/We confirm that the information furnished in the documents enclosed with the tender are correct to the best of my/our knowledge and I/We agree to comply with all the conditions stipulated in the Tender Documents"

Encl :

Signature of Tenderer.

Name:

Seal:



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FOUNDRY FORGE PLANT



FOR USE IN CONTRACT CELL

(To be filled up by Officer of P&A-Contract Labour)

Check List for assessing the compliance of terms and conditions of contract

Sl	Items	Details
1	Name of the Contractor	
2	Type of organisation of the contractor (Proprietary / Cooperative / Partnership / Company)	
3	Name of the contract (Work Order No.), Ref No & date	
4	Nature of Contract	
5	Period of Contract (From date & To date)	
6	Dept/Shop: Work-Zone of Contract	
7	A copy of NIT sent to Contract Cell-FFP	Yes/No. Ref No & date
8	A copy of Work order sent to Contract Cell-FFP	Yes/No. Ref No & date
9	Whether certificate of engagement in form-V issued by Principal Employer to the contractor.	Yes/No. Ref No & date
10	A copy of application form (in Form-IV) for obtaining labour licence has been given to Contract Cell-FFP	Yes/No. Ref No & date
11	A copy Labour licence submitted to Contract Cell	Yes/No. Ref No & date No. of contract labour Issuing Authority:
12	Contractor has forwarded the Register listing his workers to Contract Cell.	Yes/No
13	List of workers of the contractor having photo gate pass	No. of worker having photo-gate pass No. of worker having temporary gate pass
14	Whether Contractor has conveyed to RLC(Central) office about commencement of his contract	Yes/No
15	Whether the Contractor has	



	issued employment card	
16	Whether the Contractor has issued wage slip to his workers	
17	Whether all the workers of the contractor are enrolled as member of Provident fund	
18	Whether Return / Reports are being sent by the Contractor to RPFC	
19	Register of Persons employed by the Contractor(Form-XII)	
20	Register of Wages (Form - XVII)	
21	Muster Roll (Form – XVI)	
22	Register of Deduction of damage or loss (Form-XX)	
23	Register of Fines (Form-XXI)	
24	Register of Advance (Form-XXII)	
25	Register of Overtime (Form-XXII)	
26	Register of Accidents as per Factories Rules 1950	
27	Register for payment of leave wages	
28	Registers relating to PF, ESI, Bonus, etc.	
29	Attendance Register	
30	Monthly Book of office copies of Wage Slip (Form-XIX) issued	
31	Whether Contractor has conveyed to RLC(Central) office about completion of his contract	Yes/No
32	Whether contractor has submitted copy of monthly wage-sheet to Contract Cell	Yes/No
33	Whether the Contractor sends Report / Returns under different laws to Licensing Authority.	Yes/No
34	Remarks, if any	

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PRICE BID



Annexure-G

Date: 23.12.2019

To,
The Asst. Manager (HR) I/c- P&A/ FFP,
Foundry Forge Plant,
Heavy Engineering Corporation Limited,
Plant Plaza Road, Dhurwa, Ranchi - 834004

Sub: Price Bid

Dear Sir,

We have carefully gone through the Scope of Work, Terms & Conditions and all other documents attached with the Tender Documents. The same is clearly understood and acceptable to us and based on that we furnish our best prices as follows:

Work Zone	Shop & Dept	Work components	Rate of per unit of work component	Quantity of work units per month	Value of work-units per month	Work Zone total cost per month	Annual Work Zone total cost
II	<u>03,04, 08-09, SMT, Fire, Comp. House</u>	Operation and maintenance including cleaning and troubleshoots of natural gas compressors and other equipments.	51.36	840	43140.00	3800730.00	45735451.00
II		Loading, unloading and intra shop movement of raw materials, semi finished and finished materials	55.25	5040	278460.00		
II		Cleaning, upkeep and driving, record keeping and repairing related to light and heavy vehicle, movement of materials inside and outside plant	56.93	420	23910.00		
II		Inspection, fault rectification, repairing of electrical wiring, switches, equipments and vehicles, etc. Checking bus-bars and current collectors of EOT cranes, etc.	54.14	1680	90960.00		



		Reconsevation of motor generator work involving dismatling, heating, warnishing, drying, grasing, fitting, testing of various types of motors, genrators, electrical equipments, etc. Repairing and replacement of control relays and contactors, etc.					
II		Inspection, fault rectification, repairing of electrical wiring, switches and equipments in shop and buildings, etc. Checking bus-bars and current collectors of EOT cranes, etc. Reconsevation of motor generator work involving dismatling, heating, warnishing, drying, grasing, fitting, testing of various types of motors, genrators, electrical equipments, etc. Repairing and replacement of control relays and contactors, etc.	48.87	2100	102630.00		
II		Assisting intermittently in operation and maintenance of fire equipments, applicances and fire vehicles. Promoting fire safety and enforcing fire safety standards protection of life and property from fire and other risks. Fire safety awareness in order to help prevent fires and accidents	51.36	4200	215700.00		



II		Handling of complex locating objects (templates and gauges, etc) and carving out these objects by fitting and chipping operations. Handling of simple locating objects (jigs and fixtures, etc) and carving out these objects by grinding, drilling, fitting and chipping operations. Cleaning, greasing, lubricating, fitting of accessories. Pipelines repairing. Filling of lubricating oils. Proper greasing of lead screw, feed shaft, bearing, bed guide ways, etc.	175.55	1800	315990.00		
II		Preparation, hammering, forging and cleaning, housekeeping, etc	171.29	840	143880.00		
II		Set up, operate, or tend heating equipment, such as heat-treating furnaces, flame-hardening machines, induction machines, soaking pits, or vacuum equipment to temper, harden, anneal, or heat-treat metal objects.	164.00	600	98400.00		
II		Assisting in foundry concerned with melting metal, pouring metal into molds, removing castings from molds, dressing castings, moving foundry materials, and cleaning equipment and work areas, loads charge into melting	171.88	240	41250.00		



		furnace, Skims slag, Breaks sand mold from finished casting, Chips out worn cupola and ladle linings, Prepares plaster and relines ladle, upkeeping and housekeeping					
II		Arranging, makeup, cleaning and setup of metallic materials and working on them using welding, etc. Manual work related to upkeep of machine, structure, building and ground, etc.	46.86	420	19680.00		
II		Upgradation of jobs, Abrasive machining process using grinding wheel/cutting tool. Cleaning chip and fines, housekeeping and upkeep of machines and their tools	46.63	2100	97920.00		
II		Set up, operate, or tend heating equipment, such as heat-treating furnaces, flame-hardening machines, induction machines, soaking pits, or vacuum equipment to temper, harden, anneal, or heat-treat metal objects.	180.23	2640	475800.00		
II		Arranging, makeup, cleaning and setup of metallic materials and working on them using welding, etc. Manual work related to upkeep of machine, structure, building and ground, etc.	46.86	420	19680.00		



		Technological upgradation of in-process materials, processing of blanks. Reconservation of machines.	180.69	480	86730.00		
II		Manipulating materials without direct contact, dealing with sensitive operations using mechanized arms in inaccessible places, operating manipulating machines, upkeep and housekeeping	50.21	1260	63270.00		
II		Manually or with assistance doing works related to Simple reconservation, Upgrading in process materials, etc. Collection, distribution and movement of cylinders, etc. Distribution of consumable oils to various sites. Loading and unloading of materials. Manual work in shops and offices. Cooking and catering works in canteen, shops and offices. Manual work in technical and non-technical areas, etc.	47.59	19740	939330.00		



II		Inspection, fault rectification, repairing of electrical wiring, switches and equipments in shop and buildings, etc. Checking bus-bars and current collectors of EOT cranes, etc. Reconservation of motor generator work involving dismatling, heating, warnishing, drying, grasing, fitting, testing of various types of motors, genrators, electrical equipments, etc. Repairing and replacement of control relays and contactors, etc.	51.36	420	21570.00		
II		Handling of complex locating objects (templetes and guages, etc) and carving out these objects by fitting and chipping operations. Handling of simple locating objects (jigs and fixtures, etc) and carving out these objects by grinding, drilling, fitting and chipping operations. Cleaning, greasing, lubricating, fitting of accesories. Pipelines repairing. Filling of lubericating oils. Proper greasing of lead screw, feed shaft, bearing, bed guide ways, etc.	164.00	120	19680.00		



II		Repairing motor including Wind wire coils used in electrical components, such as resistors and transformers, and in electrical equipment and instruments, such as field cores, bobbins, armature cores, electrical motors, generators, and control equipment.	98.21	420	41250.00		
II		Preparing manuscript, entering data, report generation and printouts	25.68	840	21570.00		
II		Assisting intermittently in performing the minor and major electrical works related to power supply including upkeep and maintenance of equipments, controls and HT/LT lines, switch-yards, etc.	46.86	420	19680.00		
II		Operation, maintenance and clean various pumps and vessels using special hand tools, connect pipelines and hoses to the designated pumps before transfer can take place, inspect equipment, structures, and material in order to ensure that they are safe and functional, and they also handle a variety of moving objects during installation and removal procedures.	46.86	420	19680.00		



II		Loading, unloading and intra shop movement of raw materials, semi finished and finished materials	52.90	2100	111090.00		
II		Loading, unloading and intra shop movement of raw materials, semi finished and finished materials	53.99	4620	249420.00		
II		Upkeep, operation and maintenance of stationary and auxiliary machines and equipments	56.93	420	23910.00		
II		Technological upgradation of in-process materials, processing of blanks. Reconservation of machines. Upkeep of machines	181.92	1080	196470.00		
II		Arranging, makeup, cleaning and setup of metallic materials and working on them using welding, etc. Manual work related to upkeep of machine, structure, building and ground, etc.	46.86	420	19680.00		

Our offer in respect of Supervision and Additional cost is _____ percent of total value of works done expressed in terms of expenditure incurred towards payment of basic wage plus variable dearness allowance.

The above rates are all inclusive, as per the basis of rate mentioned in the General Terms & Condition and all statutory taxes will be deducted from gross bill as per prevailing rates.

Thanking you,

Yours faithfully,

Signature of Tenderer.

Name:

Seal: