



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

OPEN TENDER NOTICE

No:- FF/CC/OAC/Certification of cylinder/20-74

Date:- 25.09.2020

Sub.:- Open Tender Enquiry for “Certification of 100 nos. of oxygen gas cylinder in OAC/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 subject mentioned work.
- ii) Copy of **PAN Card**.
- iii) Copy of **GST registration** certificate.
- iv) **Earnest Money of Rs. 5,000/- & Cost of Tender document of Rs. 118/-**.
- v) Tender Paper duly signed by the bidder towards acceptance of **terms & conditions** stipulated therein.

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

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

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

(A) NAME OF THE WORK:-

(B) TENDER REF. NO.:-

(C) DUE DATE & TIME FOR OPENING OF THE TENDER:-

(D) PART NUMBER AND ITS CONTENT:-

(E) FULL NAME, COMPLETE ADDRESS, CONTACT NO., E-MAIL 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./FFP**.

In case the bidder desires to submit the **EM** through **BG**, validity of **Bank Guarantee (BG)** should be till **finalization of the contract** from the date of opening of **Part-I bid** of the tender and should be suitably extended by the bidder as and when requested for to do so.

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 are advised to download the tender document with detailed **terms & conditions** from **HEC's website www.hecltd.com** only. **No tender document shall 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. 118/-**, Earnest Money (Refundable):- **Rs. 5,000/-**,

Quantity:- **100 Nos.**,

Delivery period:- Within **45 days** from the date of lifting of the cylinder from **FFP/HEC**.

Period of sale of tender document:- From **25.09.2020** to **24.10.2020** upto **12.00N**.

Due date & time for submission of offer:- **24.10.2020** upto **02.30PM**.

Due date & time for opening of Part-I bid of the tender:- **24.10.2020** at **3.00PM**.

In case due date of tender opening/submission falls on declared Holiday/Sunday, the tender box will be opened on next day and the tender will also be opened on next 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.
(2) Annexure-III:-Schedule of Quantity for **Price Bid (Part-II)**

(Ref. Page:- 3 to 7)
(Ref. Page:- 8)

For & on behalf of HEC Ltd.

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



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** along with the **techno-commercial bid**. 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. **Earnest Money of unsuccessful bidder(s) 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 advised to visit the site (i.e. OAC/FFP) for physical assessment of the cylinders before participating in the bidding process.**
5. Any offer which does not fulfill the condition laid down herein or is incomplete in any respect will be liable for rejection. Canvassing in connection with the offer is strictly prohibited and makes the offer liable to be rejected.
6. **HEC** reserves the right to issue amendment in respect of any clause stipulated in the tender document before opening of the tender (**i.e. Part-I Bid**).
7. **HEC** reserves the right to ask the bidder for submission of any document w.r.t. **evaluation/clarification/verification of techno-commercial bid (Part-I)**.
8. **Prices** must be quoted by the bidders in both figures and words at the prescribed format mentioned in **ANNEXURE-II**. Offer not having prices in words are liable for rejection on the option of **HEC**. If any difference is located between the values indicated in **words** and **figures** in the **price bid (Part-II)**, the lower of the value shall be taken as price quoted by the bidders.
9. **In the price bid if the amount is derived after multiplying rate and quantity wrongly, the value written by mistake or after doing proper calculation whichever is lower to be considered.**
10. After filling the rate(s) in figures and words against designed column of prescribed format in the tender, a transparent tape shall be affixed over the quoted rate(s) (both figures & words) to avoid chances of tampering.
11. Only original **price bid(s)** of the bidder(s) submitted alongwith the original tender will be considered as valid. In the event of extension of the tender opening date, the bidders may submit their revised offer for **Price Bid (Part-II)** in separate sealed envelope clearly supers- cribbing "**Revised Price Bid**" on the top of the envelope.
12. The offer must be submitted by the bidders at the place mentioned at **Page 2** after filling it properly and designed in all respect as per terms & conditions of the tender document 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.**



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13. Failure to comply with the instructions may result in rejection of the offer. In the event of any doubt regarding the terms & conditions/formats, bidders may seek clarifications from the authorized officer of **HEC**. In case any **tampering/unauthorized** alteration is noticed in the bid submitted by bidders from the tender document available on the **HEC Website**, the said bid shall be summarily rejected and the company shall have no liability whatsoever in the matter. However, deviations, if any, proposed by bidder(s) may be separately indicated under a heading "**DEVIATIONS**", quoting the respective clause with justification. Acceptance of such deviations shall be the sole discretion of **HEC**. Such proposed deviations will not be treated as tampering for the purpose of application of the clause.
14. **Offer with erasing/overwriting/cutting will be rejected unless all corrections have been authenticated with bidder's signature & seal.**
15. **Evaluation of every offer is subject to submission and validity of documents for fulfillment of eligibility criteria. HEC reserves the right to assess the bidder's capability and capacity to execute the job and the decision of HEC will be final in this regard.**
16. **HEC do not bind to accept the lowest or any tender and reserves the right to accept or reject any or all offers in whole or in part without assigning any reason.**
17. **HEC reserves the right to reduce or increase the quantity of the work within the contract period as per requirement.**
18. Placement of order will be done on the basis of **L-1 offer**. However all the bidders may be required to **explain / justify** the basis of their quoted price as and when asked for. **HEC** reserves the right to award the work in full or in part to **L-1 bidder** as per requirement.
19. 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**.
20. Submission of any document by the bidder after opening of bids shall not be allowed unless asked for in writing to do so.
21. Any claim on account of extra expenses if any incurred by **successful bidder** for any reasons whatsoever will not be entertained by **FFP/HEC**.
22. 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.
23. **Successful bidder** shall comply with the instructions which may be issued to them by **HEC** from time to time.
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 bidders are a **Proprietorship Firm**, the "**Sole Proprietor**" can submit the tender and sign the contract agreement.
 - (iii) If bidders are a **Partnership firm**, the bidder will have to furnish full name & designation of all the partners of their firms and approved attorney of those person/persons in respect of signing in the tender document as well as other documents for & on behalf of that partnership firm up to finalization of this contract.
 - (iv) If bidders are a **Registered Company**, any person acting under the authority of the Company, express or implied, can submit the tender and sign the contract agreement. It is sufficient if the person has the delegated authority. But for executing deeds, the company must empower such executants by a General Power of Attorney, or Special Power of Attorney, under its common seal.

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



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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 qualified bidders well in advance.

31. **TECHNICAL TERMS:-**

(A) SCOPE OF WORK OF SUCCESSFUL BIDDER:-

Testing, certification & supply of valves of oxygen gas cylinders. Valves supplied should be confirm to relevant standard. Oxygen cylinder valve assembly conforming to IS:3224 approved by CCE(Chief Controller of Explosives) Nagpur having standard size 25.4 mm (Norm) with 18/8 SS spindle Teflon washer and working pressure 155 Kg/cm².

(B) MATERIALS SUPPLY CLAUSE:-

FFP/HEC will provide **100 Nos.** of cylinder only to successful bidder for carrying out the above work on returnable basis.

(C) TESTING & CERTIFICATION:-

Testing & certification of cylinders may be done at **successful bidder's premises**. The firm must be recognized by the department of Explosives to conduct such type of Testing and Certification.

(D) TEST CERTIFICATE:-

Test certificate of all stage testing is to be provided by successful bidder. Certificate issued must be valid for 5 (five) years from the date of testing.

32. **COMMERCIAL TERMS:**

(A) DELIVERY:- Within **45 days** from the date of lifting of the cylinders from **FFP/HEC**.

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

(C) PAYMENT TERMS:-

100% of basic contract value with 100% GST will be paid within **60 days** from the date of successful completion of work and supply of material to **user dept.** on submission of **GST invoice (in triplicate)** alongwith following documents:-

- (a) **Original GST Invoice.**
- (b) **Original Test Certificate or Certification certificate of Cylinders and test certificates of Valves.**
- (c) **Original returnable gate pass for to & fro movement.**
- (d) **Original delivery challan of towards dispatching of the Cylinders.**
- (e) **Acceptance of user department towards satisfactory performance.**

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



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(E) LD CLAUSE:-

LD will be imposed @ ½% of total contract value per week of delay subject to a maximum **10%** of the total contract value in case of delay in delivery of the cylinders.

(F) SECURITY DEPOSIT:-

EM will be retained as **security deposit** for the successful bidder and the same will be refunded **within 60 days** from the date of delivery of the cylinders at **FFP/HEC** on submission of written request by successful bidder duly certified by the **I/c of executing dept.**

(G) 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**.

(H) BANK GUARANTEE (BG):-

Cylinders will be handed over to **successful bidder** on submission of **Bank Guarantee of Rs. 50,000/-** with validity upto delivery of the cylinders at **FFP/HEC**.

Bank Guarantee will be returned to successful bidder after successful testing of the cylinders at **executing department** on submission of written consent of successful bidder duly certified by **I/c of executing department** towards successful testing of the cylinders at **executing department**.

(I) FREIGHT & INSURANCE:-

To & fro freight & insurance of the cylinders will be borne by successful bidder.

33. EXECUTING & USER DEPARTMENT OF THE CYLINDERS:-

OAC/FFP is the **executing dept.**

34. 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**.

35. ARBITRATION:-

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

(a) The Arbitrator (s) will be appointed to resolve the disputes between the parties. The CMD of HEC Ltd. is having absolute power to appoint a single Arbitrator or more than one Arbitrator or to refer the dispute to the Institutional Arbitration at his discretion and his decision is final and binding on successful bidder. The appointed Arbitrator(s) / Institutional Arbitration should pass a reasoned award and the parties should bear the costs of the Arbitration equally.

(b) If any of the Arbitrators appointed by the CMD of HEC Ltd. is unable to continue as an Arbitrator for any reasons whatsoever or if the CMD of HEC Ltd. for the reasons to be recorded in writing thinks fit for appointment of a new Arbitrator in the place of existing Arbitrator, he is having a power to do so. If such a new Arbitrator is appointed, he can either continue the arbitration proceedings from the stage where the earlier Arbitrator discontinued his proceedings or alternatively the new Arbitrator may start proceedings *de novo* if the circumstances warrant him to do so.

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



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36. **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 lift the Cylinders within **15 days** from the date of issue of work order without assigning any reason.
- b) If successful bidder fails to satisfy the **Executing Dept./User Dept.** with progress of the job.
- c) 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**.

37. **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.

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

Signature of 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)



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ANNEXURE-II

PRICE BID (Part-II)

SCHEDULE OF QUANTITY

Name of the work:- **Certification of 100 nos. of oxygen gas cylinder in OAC/FFP.**

Sl. No.	Description of items	Unit	Qty	Basic Unit Rate/Nos. (Rs.)	Total Value (Qty X Basic Unit Rate/Nos.) (Rs.)
1.	Testing, certification & supply of valves of oxygen gas cylinders.	Nos.	100		
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)