



HEAVY ENGINEERING CORPORATION LIMITED (HEC)
(A Government of India Enterprise)
Plant Plaza Road, Dhurwa-834004, Ranchi, Jharkhand

OPEN TENDER NOTICE

Tender No. **Tender No: HTP/P&A/Misc(Canteen)/2021-267**

Dated, 20.10.2021

Tender No. HTP/P&A/Misc(Canteen)/2021-267, Dated, 20.10.2021 for “Open Tender Enquiry for awarding Rate Contract for providing Industrial Canteen services in HEC” is available on our website in e-procurement section i.e. <https://etenders.gov.in/eprocure/app>. Aspiring bidders may go through the tender document.

Interested bidders are requested to submit their most competitive offer through e- procurement mode only. Offer submitted through offline mode will not be considered. For more information please visit our website <https://etenders.gov.in/eprocure/app>.

Bid submission end date	22.11.2021	01:00 PM
Techno-commercial Bid Opening date	23.11.2021	03:00 PM

Prospective Tenderers are advised to get register themselves only on at NIC e-tender portal i.e. <https://etenders.gov.in/eprocure/app>, obtain 'User ID' & 'Password' and go through the 'Self Help files' available in the Home Page after log in to the portal <http://etenders.gov.in>. They should also obtain Class III Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. Detailed instructions for online bid submission are attached in **annexure-G**. No registration fee would be charged from the bidders.

Bidders are required to upload the bid along with all supporting documents including priced part (BoQ) only on the e-tendering website (<https://etenders.gov.in/eprocure/app>), on or before the due date and time for submission of bid.

NOTE:

- 1. Any Future changes/notifications including extension of bid due date, pertaining to this tender will be published/hosted only on website & CPP Portal only.**

INSTRUCTION TO BIDDERS

1	Tender Reference no	HTP/P&A/Misc(Canteen)/2021-267, Dated 20.10.2021
2	Cost of Tender Document / Application Fee Non refundable	Rs 7500.00 in form of DD in favor of HEC Ltd, Ranchi
3	Mode of tender	E tender with e price bid (at www.etenders.gov.in)
4	Type of tender	Two bid system- Techno-commercial Bid and Price Bid
5	Tender issuing authority	Smt Sangeeta Sinha SDGM / I/c P & A / HMTP Heavy Engineering Corporation limited, Plant Plaza Road, Dhurwa, Ranchi – 834004 Cont No – 0651 - 2401342
6	Contact person for submission of Bid	Sri Bijay Kumar SDGM / I/c Contract & Disposal / FFP Heavy Engineering Corporation limited, Plant Plaza Road, Dhurwa, Ranchi – 834004, Cont No – 0651-2401584
7	Date from tender available at www.hecltd.com and www.etenders.gov.in	21.10.2021
8	Start of online submission of online tender	21.10.2021
9	Last date of submission of online tender	22.11.2021 (upto 1 PM)
10	Closing date of receipt of original copy of EMD and Tender document fee (Application fee)	Within 1 week from the date of opening of techno-commercial bid.
11	Earnest Money Deposit (to be submitted in the form of DD / BG in favor of Heavy Engineering Corporation Limited, Payable at Ranchi)	Rs 7,50,000.00
12	Validity of Bid	Minimum 90 days from its submission
13	Validity of Contract Period	24 Months from the date of issue of work order to successful bidder. The contract may be further extended in terms of clause VI, (2) of NIT.
14	Due date and time for the online opening of Price bid of techno-commercially suitable bidders	Will be intimated through e-tender Portal
15	Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened on the next working day at same time	

Bidders are required to upload the bid along with all supporting documents including price part (Financial Bid / BOQ) only on the e-tendering website (<http://etenders.gov.in/e procure/app>) on or before the due date and time for submission of bid.

Submission of tender

The Following 2 covers shall be submitted through online CPP - portal by the bidders. Last date and time of submission of bids (cover 1, 2) is as per given dates.

Cover – I: - Containing techno-commercial bid

Cover – I containing

- i. Cost of Tender Paper / Application Fee (downloaded from website) **Rs.7500.00** (Rupees Seven Thousand Five Hundred only) by DD in favour of HEC Ltd., Ranchi.
- ii. Earnest Money Rs. **7,50,000.00** (Rupees Seven Lakh Fifty Thousand) only by DD or BG (Bank guarantee) in favour of HEC Ltd., Ranchi. Separate DDs should be deposited for EMD & Cost of Tender Paper.
- iii. Documents listed at Paragraph II (A) & (B) of NIT.
- iv. Annexure A, B, C, D, E & F duly filled and signed.
- v. Tender document (HEC's NIT) duly stamped and signed.
- vi. Copy of Permanent Account Number (PAN) in the name of the firm/proprietor of the firm.
- vii. Copy of GST registration certificate.
- viii. Tender document (all other relevant documents as required)

Cover - II: Price Bid (BoQ)

The tenderer shall upload the digitally signed Schedule of price bid in the form of BOQ.xls. Bidders may please note, the schedule of quantities is attached in the portal. The same (BOQ) shall be downloaded and be filled in the editable (un protected) cells only and they should necessarily submit their financial bids in the format provided after entering the financial quotes, name of the bidder etc.

Bid Opening Process is as below:-

Cover-I: Techno-commercial bid opening date will be as per given dates. If any clarification is needed from the bidder about the deficiency in his uploaded documents in Cover-I, he will be asked to provide it through Short fall documents folder in e-tendering portal one time only or through mail. The bidder shall upload the requisite clarification / documents within time specified by HEC, failing which tender will be liable for rejection.

Cover-II: The financial bids of the contractors / firms found to be meeting the qualifying requirements and techno-commercial criteria shall be intimated through portal. (Depending on Cover-I evaluation any changes in the date shall be intimated through e-tendering portal).

Sub: Open Tender Enquiry for awarding Rate Contract for providing Industrial Canteen services in HEC

Online Tenders through www.etender.gov.in is invited from the eligible tenderers for **providing Industrial Canteen services in FFP, HMBP & HMTP etc. of HEC Ltd. Ranchi-834004**. The details of the tender are given below:

(I) Introduction :

- a) HEC was established in the year 1958 as one of the largest Integrated Engineering Complex in India. It manufactures and supplies capital equipments & machineries and renders project execution required for core sector industries. It has complete manufacturing set up starting from casting & forging, fabrication, machining, assembly and testing - all at one location backed by a strong design - engineering and technology team & Project Divn. & Corporate Office. It has three Plants - HMBP, FFP & HMTP. Each Plant has its own necessary infrastructure for running of Industrial Canteen as per the statutory requirement.
- b) The Canteen services are available to all willing working persons – employees, contractor's labour, retainers, apprentices and others. Presently, around 400-450, 300-350 and 100-130 persons avails canteen facilities daily in HMBP, FFP and HMTP respectively. The services include providing of Meal, Tiffin, Snacks, Tea, Beverage and other refreshments at locations either inside the plant premises or outside where Management desires for.

(II) Eligibility and Qualifying criteria:

(A) Pre-qualification criteria:

1. Average annual financial turnover during the last three years, ending 31st March' 21, should be at least 37 lakhs rupees. (PI attach balance sheet of last 3 years). As per clause II, B, 2 (e).
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 have commenced within the aforesaid period of seven years) (PI attach copy of Work order and completion certificates of concerned periods)
 - a) three similar completed works costing not less than 40 lakhs rupees, or
 - b) two similar completed works costing not less than 62 lakhs rupees, or
 - c) one similar completed work costing not less than 99 lakhs rupees.

“Similar work” means those works which involved maintaining/running Industrial Canteen in a large sized PSU/Industrial Establishment Govt/Pvt. or bulk supply of prepared/cooked food items in any canteen/eatery/mess of an institution or commercially run registered food business which caters the daily need of more than 150 diners. In order to have wider participation, similar works will also include registered catering business entities having annual turnover meeting the condition as stated in the paragraph-II(A)(2)(a) to (c) above.

(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-D & E given hereinafter)
 - c) EMD
 - d) Cost of Tender documents
 - e) Pre-qualification criteria as mentioned above (for instance, to satisfy the paragraph-II(A)(1) the requisite documents are below:-

Income Tax Return, Audited balance Sheet and P&L statement (firms under the purview of Tax Audit) of last three Financial Years ending 31st March, 2021. On the other hand firms outside the purview of Tax Audit will submit Annual Income Tax Returns. Also due to COVID-19, firms whose audit could not be completed till submission of offer will submit practicing CA certified Provisional Turnover Statement, Balance Sheet and P&L Statement.

f) Bidding Firms/Individuals will submit a copy of their PAN card related to Income Tax.

2. **Other conditions:**

a) The Bidding Firms/Individuals shall categorically mention their own PF code number allotted by RPF and submit a copy of registration certificate issued under Employee's Provident Fund and Miscellaneous Provisions Act 1952 .

b) The Bidding Firms/Individuals shall categorically mention their ESIC Registration number allotted by ESIC and submit a copy of registration certificate issued under the Employee's State Insurance Act, 1948.

c) Bidding Firms/Individuals shall submit a copy of their Registration certificate issued as per Food Safety and Standards Act 2006 .

d) Bidding Firms/Individuals shall submit a copy of their GST Registration Certificate.

e) In respect of existing running Contracts, the tenderer shall submit a copy 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.

f) A copy of Partnership deed / Memorandum of Association/Registration of organization is to be submitted, if applicable.

g) **Work Experience** : The tenderer will submit a List of Work-orders executed/ being executed rendering similar services [as defined above in paragraph (II)(A)(2)] with details in the format given below. The tenderer will also enclose therewith copies of all such listed work orders & Performance Certificates issued by the Principal Employer for the respective periods mentioned in the work orders. Copies of wage sheets, EPF and ESI challans for the last month of the respective periods shall also be required for ascertaining whether the tenderer is having requisite expertise in such works and has not failed in fulfilling the statutory obligations, e.g. wage payment, deposit of PF & ESI contributions, etc.

Format for submitting the details of work-experience

Sl. N.	Name & Address of the Establishment	Turnover of the Estt.	No of employees in the Estt.	Period of Contract	Turnover of the Contractor (Contract value)	No of workmen deployed by the Contractor in the Canteen (trade wise)	Types of Services provided

3. Corporation reserve the right to ask for any document in original which may be required for evaluation/ Clarification / Verification of the technical bid.
4. Submission of any document after opening of bid shall not be allowed unless asked for in writing.
5. Copy of NIT duly signed and stamped by tenderer is to be submitted as a acceptance of all terms and conditions as per NIT. Any deviation in NIT terms is to be mentioned clearly in Annexure B only.
6. Conditional offer in techno-commercial bid will be liable for rejection.
7. Conditional offer in price bid shall be straight away rejected.
8. For evaluation of techno-commercial / price bid and for execution of contract, the Corporation shall be guided by the General Conditions of Contract of HEC as in force at that point of time.

(C) Requirement and mode of depositing Non-Refundable Application Fee (Cost of tender paper)

The Application Fee (non-refundable) is **Rs.7,500/-** (Rupees seven thousand five hundred) only, which is payable in the form of a Demand Draft (DD) issued by any schedule bank drawn in favour of “Heavy Engineering Corporation Ltd” . The Bidder shall download Tender Documents from our website www.hecltd.com (Central Public Procurement Portal - www.etenders.gov.in).

(D) Requirement and mode of depositing Earnest Money (EMD)

1. The Earnest money payable is **Rs 7,50,000/-** (Rupees seven lakhs fifty thousand) only, which is payable in the form of Demand Draft or Bank Guarantee issued by any schedule bank drawn in favour of “Heavy Engineering Corporation Ltd”.
2. No interest shall be payable on Earnest Money deposit.
3. Earnest Money of the unsuccessful bidders will be refunded after finalization of the contract on receiving a written request from the bidders.
4. If the successful bidder fails to execute the contract agreement, then the Earnest Money amount will be forfeited.

(E) Exemption in submission of Cost of tender paper (Application fee) and EMD

The registered MSME / SSI / NSIC bidders will be exempted from deposition of application fee (cost of tender paper) and EMD on submission of valid documents as per prevailing Govt Rule.

Original copy of both Cost of tender paper (DD) and EMD (DD or BG) is to be submitted by the tenderer to the office of under signed within maximum 1 week from the date of tender opening date. Scan copy of above documents is to be uploaded at web portal www.etenders.gov.in during submission of offer only.

Without submission of above documents as mentioned above, the offer shall be rejected.

(III) Date, time and Place of submission of Tender Bids

1. The tender bids shall be submitted in two parts at the CPP portal (www.etenders.gov.in) :

COVER- I Techno-commercial Bid	COVER – II titled Price Bid
Documents: a) Reference of Application Fee b) Reference of Earnest Money Deposit c) Documents listed at paragraph II(B) d) Tender documents:	Price Bid as per BOQ

2. The tender without application fee and earnest money or valid exemption documents as per clause no E above shall be rejected.

(IV) Date, time and Place of opening of bids

Techno-commercial Bid will be opened on **23.11.2021 at 3 PM** at CPP portal www.etenders.gov.in

(V) Description of works including scope of work and responsibility

A) Specifications: Quantity and Quality requirement of the work

1. Maintaining and running industrial canteen services satisfactorily which includes preparation and serving of meal, tea, snacks, other items at specified locations inside FFP, HMBP & HMTP at specified times on working days and also at other locations at such times as may be required by the management, with help of sufficient manpower of adequate necessary skills, materials and equipments.

2. **Estimated Tender Quantity of Daily Supply items:** The estimated quantity of Meal, Tea & Snacks in Units for 24 (twenty four months), based on the present trend, is as under:

Sl	Items		Estimated Tender Quantity in Units for 24 Months					
			FFP	HMBP	HMTF	Hqrs.	Wellness centre/HTI	Total
a	Meal		203600	270400	70000	-	-	544000
b	Tea		160800	601200	87600	-	-	849600
c	Snacks	Nimki	533077	488769	338123	129600	120960	1610529
		Alu Chop	118462	108615	75138	28800	26880	357895
		Samosa	118462	108614	75138	28800	26880	357894
		Total	770000	706000	488400	187200	174720	2326318

- a) The Bidder may take note that the nos. of units mentioned above is indicative only and have been given for enabling the bidder to assess the present consumption. However, such nos. may increase or decrease because of induction or separation of working personnel, short-period based contractual engagements, etc. The nos. of users tends to decline at times such as during festivals, ramzan month, summer/rainy season, law and order situation of Ranchi . The nos. of users may also be adversely affected on account of poor canteen services – poor/ inferior quality of items, delay in timings of serving of items, erratic distribution, discourteous behavior of canteen staff, etc . Therefore, there is no commitment from HEC to consume canteen supplies to a minimum guaranteed number. It is the sole responsibility of the contractor to apply his entrepreneurial and business skill to increase his business. Since, 'Canteen' is a welfare facility under the Factories Act, 1948, HEC will appreciate if the extent of coverage increases because of the efforts of the contractor.
- b) Tender quantities may increase or decrease as per requirements. Unit rates will remain firm till the execution of order unless revised as per Escalation Clause (XV) herein below.
3. The contractor will also provide a Sale Point for sale of snacks at specified timings only at Hqrs Admn Building, HEC Wellness Centre or at any other location.

4. The Basic Food Formula:

Basic Food Formula required for preparing the listed item and the Estimated Quantity of the materials for 24 months is given below:

Meal

Items	Per Meal				Estimated Qty of Items				
					FFP	HMBP	HMTP	HEC	
Rice(uncooked)	200	gm	0.200	Kg	40720	54080	14000	108800	Kg
Pulse(uncooked)	50	gm	0.050	Kg	10180	13520	3500	27200	Kg
Arhar - 1/7th)								3886	Kg
Masoor - 6/7th								23314	Kg
Mustard Oil	10	gm	0.010	Kg	2036	2704	700	5440	Kg
Vegetable	125	gm	0.125	Kg	25450	33800	8750	68000	Kg
(curry-spices, onion etc)	25	gm							
Potato (90 gm per meal)								48960	
Green Veg etc (35 gm per meal)								19040	
Salad-Onion	30	gm	0.030	Kg	6108	8112	2100	16320	Kg
Salad-Green chily	3	gm	0.003	Kg	611	811	210	1632	Kg
Haldi Powder	1	gm	0.001	Kg	204	270	70	544	Kg
Chilli Powder	0.500	gm	0.001	Kg	102	135	35	272	Kg
Golki Whole	0.250	Gm	0.000	Kg	51	68	18	136	Kg
Zeera Powder	0.250	Gm	0.000	Kg	51	68	18	136	Kg
Dhania Powder	1.000	Gm	0.001	Kg	204	270	70	544	Kg
Chilly Red Gota	0.250	Gm	0.000	Kg	51	68	18	136	Kg
Garlic (Lahsoon)	1.000	Gm	0.001	Kg	204	270	70	544	Kg
Ginger (Adrakh)	1.000	Gm	0.001	Kg	204	270	70	544	Kg
Chilly Green-Veg	2.500	Gm	0.003	Kg	509	676	175	1360	Kg
Onion-for Vegetable	20.000	Gm	0.020	Kg	4072	5408	1400	10880	Kg
Salt	20.000	Gm	0.020	Kg	4072	5408	1400	10880	Kg

TEA	Est. Material Per Cup				Estimated Qty of Items				
					FFP	HMBP	HMTP	HEC	
Tea leaf	1	gm	.001	Kg	161	601	88	850	Kg
Sugar	11	gm	.011	Kg	1769	6613	964	9346	Kg
Sudha Milk	20	ml	.020	L	3216	12024	1752	16992	L

Prepared Tea : Not less than 80-100 ml approx per Cup.

Items for Nimki

Nimki	Per Piece				Estimated Qty of Items							
					FFP	HMBP	HMTP	HQ	WC	HTI	HEC	
Maida	15.4	gm	.0154	Kg	8209	7527	5207	1996	1331	532	24802	Kg
Dalda	1.5	gm	.0015	Kg	800	733	507	194	130	52	2416	Kg
Refine Oil	7.7	gm	.0077	Kg	4105	3764	2604	998	665	266	12402	Kg
Mangrail	0.2	gm	.0002	Kg	107	98	68	26	17	7	323	Kg

Items for Alu Chop

Items	Per Piece				Estimated Qty of Items							
					FFP	HMBP	HMTP	HQ	WC	HTI	HEC (in Kg)	
Besan (Channa)	8.3	gm	.0083	Kg	983	902	624	239	159	64	2971	Kg
Refined Oil	8.3	gm	.0083	Kg	983	902	624	239	159	64	2971	Kg
Mustard Oil	0.8	gm	.0008	Kg	95	87	60	23	15	6	286	Kg
Potato	33.3	gm	.0333	Kg	3945	3617	2502	959	639	256	11918	Kg
Ginger	0.4	gm	.0004	Kg	47	43	30	12	8	3	143	Kg
Garlic	0.4	gm	.0004	Kg	47	43	30	12	8	3	143	Kg
G. Chilly	0.4	gm	.0004	Kg	47	43	30	12	8	3	143	Kg
Spices	0.2	gm	.0002	Kg	24	22	15	6	4	2	73	Kg

Items for Samosa

Items	Per Piece				Estimated Qty of Items							
					FFP	HMBP	HMTP	HQ	WC	HTI	HEC	
Besan	8.3	gm	.0083	Kg	983	901	624	239	159	64	2970	Kg
Potato	33.3	gm	.0333	Kg	3945	3617	2502	959	639	256	11918	Kg
Refine Oil	8.3	gm	.0083	Kg	983	901	624	239	159	64	2970	Kg
Maida	16.7	gm	.0167	Kg	1978	1814	1255	481	321	128	5977	Kg
Dalda	1.7	gm	.0017	Kg	201	185	128	49	33	13	609	Kg
Ground nut	0.8	gm	.0008	Kg	95	87	60	23	15	6	286	Kg
Mustard Oil	0.8	gm	.0008	Kg	95	87	60	23	15	6	286	Kg
Ginger	0.2	gm	.0002	Kg	24	22	15	6	4	2	73	Kg
Garlic	0.2	gm	.0002	Kg	24	22	15	6	4	2	73	Kg
G. Chilly	0.4	gm	.0004	Kg	47	43	30	12	8	3	143	Kg
Spices	0.2	gm	.0002	Kg	24	22	15	6	4	2	73	Kg

Prepared Nimki	Prepared Alu Chop	Prepared Samosa
Not less 50 gm per piece	Not less 75 gm per piece	Not less 75 gm per piece

Notes:

- These formula are indicative in nature. For the purpose of preparation of items or for inspection, the said formula will be accordingly translated into a corresponding quantities required for bulk preparation. If prepared item is lacking ingredients or having ingredients less than the aforesaid formula in terms of quantity and quality, the preparation will be considered as inferior.
- Any amendment made in the menu will be conveyed alongwith the food formula of the said item.
- The Contractor is advised to keep the sufficient stock of above items on daily & monthly basis for maintaining smooth services. The Contractor shall also keep the sufficient buffer stock so that Canteen services are not disturbed owing to sudden unforeseen circumstances arising from law and order situation or strikes and other reasons.

2. Service Schedule:

- Service at work spots and dining hall, etc: Meal, Tea & snacks shall be served as per the approved menu and time schedule at the specified points:
- The normal service schedule for meal, tea and snacks is daily on all working days (please

note that Sunday is also a working day). The same vegetable will not be repeated on the next day. The normal schedule for snacks in a month will be - **Nimki on 18 working days, Alu Chop on 04 working days and Samosa on 04 working days.**

c) **Normal Distribution Timings** : The normal distribution timings are as under :

Time	Plants	Location	Items
06.00AM to 06.15 AM	FFP, HMBP	All Shops	Tea & Snacks
10.30 AM to 11.00 AM	FFP	Main Canteen & 020 Shop	Meal
	HMBP	Main Canteen & SFW Canteen	Meal
		Adm Bldg & Engg Bldg	Tea
	HMT/ WC/ HTI	Shops	Tea & Snacks
1.00 PM to 2.00 PM	FFP, HMBP & HMT/ P	Main Canteen	Meal
3.00 PM to 3.30 PM	HMBP	Adm Bldg & Engg Bldg	Tea
4.00 PM to 5.00 PM	FFP/ HQ	All Shops	Tea & Snacks
5.00 PM to 5.15 PM	HMBP	All Shops	Tea & Snacks
5.45 PM to 6.00 PM	HMT/ P	Shop	Tea & Snacks
7.00 PM	FFP	020 Shop & Main Canteen	Meal

Note: Normal Timings may change depending upon requirements. Timings of Hqrs unit & Wellness Centre will be informed later on.

d) **Normal Distribution Spots for Tea & Snacks** : The normal distribution spots for Tea & Snacks are as under:

shift	FFP	HMBP	HMT/ P	HQ	WC	HTI
A	09	09	-			
B	18	09	-	01		
G	-	-	01		01	01

The spots are within 01 Km radius from the Main Canteen in all the Plants.

3. Method of quality and quantity measurement:

- The supply of canteen items will be made as per the order given, which will be conveyed in form of **canteen coupon/requisition slip** of authorized persons and report the compliance to the Respective Executing Authority.
- Executing Authority will organize the quality and quantity measurement of the performance.
- The respective Executing Authority will also keep a record of the canteen supplies made, on the basis of which the monthly claim bill of the tenderer will be verified.
- The Contractor will comply with the provisions of the **Food Safety and Standards Act 2006**, and will be liable for penalty/fine etc imposed as per the Act.
- The Contractor has to use always good quality brand of oil, cereals, and good quality of fresh vegetables, which shall be inspected during surprise checks. The Contractor shall ensure that high quality ingredients are always procured for preparation of eatables. The quality of ingredients/inputs/raw materials to be used in the Industrial Canteen should be as per the satisfaction of the Canteen Managing Committee. The lists of such ingredients are mentioned here for reference.

SI	Item	Specification & brands given as a benchmark of quality
1	Rice	Boiled rice - Brand - Krishna Bhog/ Kamla Bhog/ Laajwab
2	Pulse (Masur)	Brand - Bal Govind / Adani / Sunflower / Jio
3	Pulse (Rahar)	Brand – Kissan ADM / Rajshahi / Jayaka
4	Pulse (Chana)	Talai – Gold Coin / Talai – Swad
5	Sugar	Manjara-Crystal / Bajaj
6	Maida	Nilkanth / Anapurna-Ganesh / Anapurna
7	Refined Oil	Emami-Soya/ Fortune-Soya oil / Engine-Soya
8	Mustard Oil	Jaibalaji / Dhanush / Engine / Hathi
9	Dalda	Vanaspati Khajur / Ruchi / Rasoie
10	Tea	Brooke Bond – Taja / Red Lable
11	Coffee	Nastle
12	Milk Powder	Nastle, -Everyday / Amul
13	Salt	Aashirwad, Tata salt
14	Washing Soda	Registered chemist

15	Washing powder	Wheel / Ghari
16	Bold green elaechi	Green bold
17	Cenemon/Dalchini	Superfine quality
18	Sweet soda	Tata Shakti
19	Biscuit (Sweet)	Britania, Parle, Brisk Farm
20	Biscuit (Namkeen)	Britania, Parle
21	Agarbati/ Lime scent	Citronella oil
22	Soyabean nugget	Amrawati / Ruchi
23	Mangraila	Superfine quality
24	Ground nut	Superfine quality

- f) The Corporation's authorized official has the right to check the quality and reject and send out any ingredient that may be found to be sub-standard. It shall be the responsibility of the Contractor to show all the raw materials used in canteen for cooking purpose to Executing Authority or Canteen Managing Committee Members before cooking for quality check.
- g) Any substandard food stuffs / eatables shall be removed immediately from the Corporation premises at the Contractor's cost and alternate food stuffs / eatables shall be arranged to be served. No compensation shall be payable for items rejected for whatever reason. Further, the Contractor should ensure that there is no dislocation to the canteen services on this account.
- h) Once used oil should normally not be used for further preparations.
- i) The canteen services have to comply with the provisions of **ISO Standards**. The services and the persons engaged for the purpose have to function as per the statutory provisions of **Jharkhand Factory Rules 1952** as well as the prescribed Standards in terms of materials, ingredients, health & hygiene, commercial and industrial infrastructures, etc.
- j) The Contractor shall purchase milk of reputable Dairy Development Corporation from its authorized outlet or from similar standard business concern and all other ingredients as far as possible from Consumer Co-operative Societies or from reputed whole sale outlets. As a symbiotic relation with HEC Mahila Samiti, the unorganized women residents of HEC Township are making certain basic ingredients and raw materials (spices and besan of chana Dal) meant for consumption in the industrial canteens of the Corpn. keeping the quality as home made. The Contractor purchase those items as a continuation of old and well established supplier in order to keep any suspicion of adulteration at bay.
- k) As per section-26(4) of the Food Safety and Standards Act 2006, the Contractor has to give written guarantee about the nature and quality of any article of food before he will commence the sale. This condition will be deemed to be completed as soon as any article of food prepared by the Contractor is released for consumption irrespective of booking/order/coupon sale/credit sale/direct or indirect sale.
- l) The Contractor will co-operate whole heartedly and give information about case of food poisoning as per section-35 of the Food Safety and Standards Act 2006. The Executing Authority will also ensure compliance of the said provisions.
- m) The canteen services will be monitored by one or more designated officials of the Corp and all day to day activities and immediate instructions will be conveyed to the Contractor .
- 4. System of receiving order and making supply:**
- a) The representative of the Executing Authority will issue the Meal Card, Meal Booking Coupon and Tea & Snacks coupon book to persons who are willing to avail the canteen facilities and are eligible for getting canteen subsidy from the Corp , in the beginning of the month. Such type of Books/ Coupon shall be of specific colour & serially numbered and contains the respective title Meal/ Tea / Snacks .
- b) The eligible persons will book their meals and get their meal coupons from the representative of the Executing Authority at the beginning of their shift **a day before** at appropriate booking point in the prescribed manner as declared by the Executing Authority. The total nos. of booking will be informed to the Contractor for his own convenience and to

enable him to prepare the meal timely, properly and sufficiently.

At the time of supplying meal, tea & snacks, the Contractor will obtain the respective coupons from the individual eligible person. The Contractor may check the authenticity of the coupons from the representatives of the Executing Authority present at the Canteen.

- c) The Contractor will also provide Meal, Tea & Snacks and other items such as packet tea, packet milk powder, sugar, packet coffee, packet liquid milk, etc. against the official requisitions received from the appropriate authority (as conveyed by the Executing Authority) and obtain receipt from the appropriate authority on the official requisitions.
 - d) The Contractor will submit all such coupons and officials requisitions collected by him on a particular day to the Executing Authority by 9.00 AM on the next working day.
 - e) The Contractor will have to provide/arrange items for official meetings/courtesy slips.
 - f) The Contractor must be ready for any exigency, as there will be occasions when in a short notice, meal/ tea/snacks will required to be supplied as per the direction of Executing Authority. Similarly orders for special occasions will have special menu, which will be required to be served in an elegant manner for any special function to be organized within the plant or in our Township. The rate for special menu shall be decided by Executing Authority.
 - g) The Contractor will have to provide point-to-point service for distribution of eatables.
 - h) No eatable item should be distributed at the place of cooking.
 - i) The Contractor shall make his **own arrangements** at his own cost transportation of goods and distribution of items in hygienic conditions in the allotted time. Such arrangement may include sufficient number of **bi/ tri-cycles** preferably with **carrier-box** or **three/four wheeler** or **Goods-Motor-Van** (the model which does not allow external interference with edibles stored there and have provision of locking). Such fast transportation will ensure timely distribution even at farthest points and freshness of prepared articles of food will not be lost
- The Contractor shall ensure adequate protection against seasonal weather conditions by transporting food items by his own conveyance as may be necessary for ensuring satisfactory and timely service.
- j) **Other Item** : - Canteen Items to be made on demand/advance requisition : (Rate to be offered by the Contractor separately)

Sl	Main course item	Paired Side Item	Quantity as per unit	Remarks
1	Poori Bhaji (having Poori 4-inch average diameter, weighing 25-gms)	Bhaji-(Alu/Channa/ Mix Veg)	Two pooris with 100-gm Bhaji	Bhaji will have a little curry.
2	Poori Halwa (having Poori 4-inch average diameter, weighing 25-gms)	Sweet suji Halwa	Two pooris with 50-gm halwa	Use of butter oil
3	Idli (having 3-inch average diameter, weighing 60 gm)	Chatni & Sambar	Two idli with sambar & chatni	Vegetables in sambar
4	100-gm Suji Upma with Alu/Channa/ Mix Veg	50-gms Alu/ Channa/ Mix Veg	Suji Upma with Sabji	With a little spice
5	Masala Dosa (weighing 150 gm stuffed with meshed fried spiced alu)	Chatni & Sambar	Dosa with sambar & chatni	Vegetables in sambar
6	Rasgulla (weighing 30-gm)	-	Two pieces	Flavoured with Cardamom
7	01 cup Coffee not less than 100ml approx	Paper board tumbler	100ml	Brand Bru

5. Packet supply (on Requisition):

- a) In consultation with Executing Authority, consumables such as packing material as per the requirement shall be arranged at his own cost by the Contractor.
- b) The packing material shall include environment friendly paper plates and paper tumblers made up of thick paper board to serve Refreshments/Tea & snacks, suitable packing to send the food (Meal) in packets such as paper packets, aluminium foil packing materials, rubber

garter with one piece of paper-napkin attached in between, etc. [metallic materials (paper pin, staplers pin, etc) should be not be used).

- c) The rate of items as quoted by Canteen -Contractor will be inclusive of the expenditure incurred on such packing.
 - d) As per section-23 of the Food Safety and Standards Act 2006, the Contractor has to do packaging and labeling.
6. Such works and other allied works will be performed daily. The complete volume of work assignments will be performed through unskilled and semi-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.
 7. The Contractor will deploy his persons in such a way that defined works pertaining to all four shifts, namely A, G, B & C shifts, are attended.
 8. Such works will be performed primarily in designated locations, such as standard dining halls or make-shift dining shade, some of which are attached to canteen-premises whereas some are inside the shop-floor at distance where prepared food-stuff are to be transported, arranged and distributed. Occasionally such works will be performed at any location of HEC or any place as directed by Executing Authority.
 9. 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 helmet, eye-goggles, pair of work-shoes and other safety items. If the tenderer is unable to arrange Personal protective items, then action will be taken against him (read with clause (XVI)(13) herein below).
 10. **Infrastructure/Facilities:**
 - a) The existing facilities in "as is where is" condition will be passed on with and no extra demand may be entertained.
 - b) No rental is charged for the canteen premises and cooking area, utensils, equipments and appliances, which are provided by the Corporation.
 - c) **Energy charge** (measured with help of meter) against electricity consumed for illumination and ventilation required for running the canteen shall be borne by HEC. The same should be used judiciously. However, the plants reserve the right to restrict the supply. Energy charge for other equipments will be applicable on chargeable basis.
 - d) **Water charges** (measured with help of meter) against water supplied for using in canteen premises and for storage to consume for the same purpose shall be borne by HEC.
 - e) The contractor shall always keep the **buffer storage of water** sufficient for 48 hours of consumption for the purpose of washing, cleaning, cooking and drinking. The contractor will alert the Executing Authority certainly on second day if he anticipates that the interruption in water supply may continue to third day. If the contractor fails to do so as stated above penalty of an appropriate amount will be imposed. The Contractor will store adequate stock of water regularly in the water reservoir provided in the canteen premises. Such storages have to be washed and cleaned regularly and kept in use always. Wastage of water will not be allowed in any form such as over-flow, seepage or stagnation, etc.
 - f) All cooking activities are to be performed centrally at Canteens of the plants in efficient, economical and hygienic manner. Makeshift kitchen facilities are available adjacent to dining halls at aforesaid location. If the Contractor desires to make use of these Makeshift kitchen facilities, he will be allowed but no extra cost will be borne by the Corporation.
 - g) The **LPG based cooking system**, utensils and furniture etc available in Canteens for cooking, catering and distribution may be used by the Contractors on "**as is where is**" basis. The Contractor **has to use at his own cost Commercial LPG refills** through FFP Gas Service Agency located in HEC Township. Domestic LPG refills are not permissible. Use of Heater for cooking is not allowed.
 - h) The Contractor will take the charge of existing **pot-plants / decorative plants** in the canteen premises and maintain these Plants.

- i) The Contractor will replace every month at his cost the pencil batteries of big size wall clock installed in Canteens and keep the clocks operational with display of correct timings. Penalty will be imposed if the clocks found displaying incorrect time.
- j) The Contractor will properly use the music systems (Compact-disc player, its speakers and show-case with locks), if existing, during the dining session only. He will keep these items in clean condition. If any item goes faulty, Canteen -Contractor will be held responsible. Executing Authority will give songs for playing as per his instructions.
- k) The Contractor may be provided with (1) thermo flasks, (2) hot cases, (3) tea urns, (4) grinders, (5) mixies, (6) refrigerators, (7) deep freezer, (8) electric water purifiers, (9) electric water coolers (10) Commercial ovens on “**as is where is**” basis. The Contractor will use these equipments properly and will be responsible for their proper upkeep and maintenance. The Contractor is required to return the appliances in working condition at the time of expiry of contract or else deduction on this count will be made his bills/security deposit.
- l) All the cost incurred for maintenance and upkeep of appliances as provided by the Corporation shall be borne by the Contractor.
- m) The Contractor shall have to take such items in his custody with proper **book keeping**, irrespective of their rental, and smoothly use them for maintaining the desired standard related to quantity, quality, taste, cleanliness, hygiene, regularity, punctuality, safety, etc. In other words, he is not allowed to apply his own discretion whether to use or not to use any such items.
- n) The Contractor will be responsible for upkeep, safety, security and authorized use of the **Corporation assets**, which he will get for running the contract. The Contractor will submit to Executing Authority a list of such items he has taken over bearing signature of authorized giver of the Corporation (Canteen In-charge) and signature of authorized representative of the contractor.
- o) The Contractor may immediately **lodge complaints** for any civil, electrical and plumbing works with the respective section. A copy of such complaints shall be endorsed to Executing Authority and retaining its office copy with him.
- p) Canteen-dinning-hall will be opened and closed at **scheduled timings**. Penalty will be imposed, if Canteen-Contractor is found not following the timings or he has created commotion, gate crash or unruly crowd rush due to display of faulty timings.
- q) The Contractor will neither supply nor allow use of canteen premises for consuming any material, which leads to intoxication, such as alcohol, tobacco, betel-nut-based materials, etc. Penalty will be imposed if filled/partially filled/empty pouch or bottle related to such intoxicating materials is found lying inside the premises.
- r) The Canteen premises shall be used only for rendering canteen services and not for residential purpose. With the permission of Executing Authority, the Contractor will be allowed to have some of his employees, who are not on duty, available inside the canteen premises for engaging them in ensuing shifts in case of extra-ordinary situation / change of shift schedule of his employees/maintaining essential services/etc. However, the Contractor will keep the Security (CISF) informed about such detainment.

11. Hygiene & Cleanliness:

- a) All the raw-material needed for the preparation of items shall be stored in tin drum or any other plastic drums and shall be closed with lid in hygienic condition.
- b) The Contractor has to take care of plastic net attached to window. He has to keep it in clean condition and free from dust so that there should be proper air ventilation. He has to keep these all windows in such a manner that insides of canteen premises should not have presence of lizard, cockroach, housefly, mosquito and other insects, etc.
- c) It is the responsibility of the Contractor to do **hygienic cleaning** of all portions of Canteen premises (including washing-place, wash-basins, urinals, latrines, storage places, drains etc.)

& its surrounding and Tea Booths on daily basis. For execution of the job the Contractor shall arrange at his **own cost** all necessary materials of proper standard and in adequate quantity, like broom-sticks, rema-sweep, trolley for removing garbage, wet -floor-mopping-brush, dusters, detergents, soap, milky-phenol, bleaching-powder, spirit, disinfectants, Flippers, Ezee-clean-mops, etc.

- d) In case the plants provide mopping machine, vacuum cleaner, wiper, dryer, sprayer, water-jets, etc, it is the responsibility of the Contractor to make proper use of electrical / non - electrical equipments of health-hygiene regularly and keep them in running condition.
- e) All kitchen waste and food-waste shall be collected by the Contractor and put these all in proper **garbage-bins meant for bio-degradable and non-biodegradable** at designated sites in the plants. The Contractor will place **drain filters** at outlets, collect filtered-materials and put these all in the aforesaid manner. The Contractor shall follow and maintain Effluent Treatment facility at Canteens.
- f) The Contractor shall use **hot-water** for washing and cleaning the canteen-utensils, cooking-vessels, dish-plates, cutleries, etc.
- g) The Contractor will use electric sterilizer or by dipping through wash -sink containing solution of appropriate (light) strength of Potassium Permanganate (of certified quality) for rinsing. The solution has to be changed frequently. Wiping and drying will be done using clean cloth -drier made up of cotton-materials, which has to be changed regularly.
- h) In case it is found that Canteen -Contractor is not providing right quantity and quality of aforementioned materials, the same may be provided by the Corp. The cost of the materials along -with administrative charges shall be recovered from any bill payable to the Contractor. Compensation, damages and penalty also will be charged and deducted.
- i) The Contractor shall every week to approach to the garbage collector and get the garbage-bins cleared at his own cost under intimation to Executing Authority. Canteen-Contractor will do the necessary entries in prescribed register and obtain signature of the collector.
- j) The labours deployed by the Contractor will wash and clean the Tea-glasses, utensils and all other items properly immediately after use.

12. Conveying Information and interaction:

- a) All the rooms, halls and sites shall bear signage. The Contractor shall ensure proper use of Notice boards, Menu charts, Rate charts, Display boards, Clocks, Wall hangings, Pictures, etc. **He shall allow only authorized persons to display message through these items as permitted by the Executing Authority.** The Contractor will be responsible for the safety and security of all such items.
- b) The Contractor shall not exhibit in the said canteen printed or written notice or advertisement of any kind whatsoever without the prior approval of the Competent Authority except notices concerning the running of the said canteen.
- c) Nothing shall be pasted or displayed anywhere else in the Canteen premises. If anything such found, the Contractor shall remove immediately remove the same as his own cost.
- d) The Contractor shall comply with the instructions issued / conveyed to him by the Canteen Management Committee/ Executing Authority/ Competent Authority from time to time.
- e) As per Jharkhand Factories Rule 1952, the date of last occasion, when colour/white washing, painting and varnishing were done, has to be displayed at conspicuous location in form of permanent painting on the wall inside the dining hall.
- f) A **Complaint Book** and a see-through **Suggestion Box** shall be placed in open view inside the dining hall at a conspicuous place. The Contractor will be held responsible for its loss. The Contractor will strictly follow the directions of the Executing Authority for deriving benefits from the Complaint Book & Suggestion Box system. The Complaint Book & Suggestion Box shall be open for inspection by the Canteen Managing Committee/ Executing Authority.
- g) For inserting any other item not included in the above list of food -items, the standard unit

and corresponding rate will be fixed by the Executing Authority in consultation with the Contractor & CMC and with the approval of Competent Authority after financial concurrence. Such agreed rate of new insertions will neither be loaded with any over-head-cost nor subsidized.

- h) The Contractor shall be liable for penalty for any failure on his part to serve the Canteen items at the appointed place and time or failure in rendering the canteen services in the manner as detailed in this tender, as may be decided by the Executing Authority from time to time. Besides, the Corporation also reserves the right to make alternate arrangements to cater to its employees in the event of failure of the Contractor to arrange for satisfactory service at anytime. Cost/damages arising out of such alternate arrangement shall be recovered from the Contractor. The decision of the Executing Authority shall be final and binding on the Contractor.

13. Manning, Supervision and Management:

- a) The dealing of Contractor and persons deployed by the Contractor with the working persons of the Corporation shall be polite, courteous. In case of any laxity, disobedience, negligence or indecency, the contract may be liable for termination without notice.
- b) Keeping in view the centralized functioning of cooking with proper use of electrical, mechanized and steam based systems, serving, cleaning, transportation and distribution of meal, tea & snacks, the Contractor shall provide **sufficient number of manpower** with multiple roles (such as Shift Supervisor, Store Keeper, Cook, Bearer, Runner etc) and having necessary skills for manning the various canteen activities, and also, as and when demanded at various locations.

In case of failure of the Contractor to provide the sufficient manpower of adequate skills, Executing Authority/Management may deploy its own resources to avert or tackle the failure so caused by the contractor. However, the expenditure involved would be recovered from the contractor by invoking the Risk and cost clause as stated in this NIT besides penalty for violation of agreed terms and conditions of the contract as well as damages for the consequential loss suffered by the Corporation.

- c) The persons deployed by the Contractor shall be employees of the contractor and shall be under the direct control of the Contractor. Any staff of the Contractor not acceptable to Corporation due to the complaint against him shall be removed by the Contractor from the Canteens.
- d) Staff shall always be in proper clean uniform bearing name plate.
- e) Personal particulars of each his employees shall be made available to the Executing Authority before commencing deployment for the purpose. The Contractor shall arrange for issue of identity cards/gate pass for his employees with their photographs in consultation with the Executing Authority. The Contractor will furnish a character & antecedents certificate stating that none of his personnel was ever booked on the ground of criminal charges, theft and unreliability. The clearance of the local police will be obtained by the Contractor before deployment of the personnel.
- f) The age of the employees of Contractor must be minimum **18 years and maximum 55 years and of sound health**. This will ensure that he is fully aware of the sensitiveness of his work. And also refuge will not be available to a person convicted of an offence under the Prevention of Food Adulteration Act, 1954.
- g) The persons deployed by the Contractor will use the prescribed gate for entrance and exit. The Contractor will indicate their duty timings properly so that his employees could produce the same to Security personnel for verification. Untimely ingress or egress without proper authority poses security threat. A penalty may be imposed on the Contractor for such incident of violation committed by any one of his persons.

(VI) Duration of contract

1. The contract will be effective for **two years (24 months) from the date of issue of work order**.
2. The contract may be further extended for a subsequent period of one year on the same terms

and conditions provided his performance is found satisfactory with the approval of the Competent Authority.

(VII) Instruction for quoting price

1. Conditional tender is liable to be rejected.
2. The quoted rate shall remain firm and fixed till the total execution of the contract agreement. However, escalation may be considered in terms of Clause (XV).
3. The tenderer should apply his mind to financial aspect, whether expressed or implied, of every clause mentioned in this 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 of different financial aspects involved therein.
4. The rate of the canteen items remains same whether it is served in dining hall of Main Canteen or in the shops / deptts or at any location where the Executing Authority concerned has directed him to make the supply.
5. Canteen services are improvised in the manner as desired by the Management during extraordinary situations such as bandhs, strike, loading & dispatch rush, emergent breakdown maintenance, annual shutdown, any official functions, etc. Nothing more will be paid over and above the agreed rate of canteen items in the name of such situations.
6. The quoted rates should be inclusive of wages rates in force for job contracts and other statutory payments and benefits/elements like Wages, PF contribution, Insurance and Safety items , etc.
7. The quoted rates should be inclusive of all taxes, royalties and other statutory levies applicable, if any, except GST. Also refer Clause (VIII) herein below.
8. Statutory Taxes, if any, will be deducted from the bill as per prevailing rates.
9. 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.
10. All the bidders are advised to see the available infrastructure / facilities before submission of tenders. No further demand / claim towards infra-structure will be entertained under any circumstances.
11. The Total of value quoted (except GST) for Daily Supply items as per BOQ (sl 1) will be considered for finalization of L1 bidder. However the bidder has to offer the rates for the Other items (SI 2 of BOQ) , which will not be considered for finalization of L1.

(VIII) Taxes and duties applicable:

1. All statutory Taxes and Duties, except GST, as per prevailing rates are to be borne by the Bidder. The Contractor shall submit bill with proper Tax invoice (GST) for availing of input tax credit by the Corporation. Present GST rate applicable in HEC is 5% (2.5% CGST & 2.5% SGST).
2. 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 and with the approval of the Competent Authority.
3. Amount, if any, deductible under law/ order of the appropriate Government Authority, shall be deducted from the bills of contractor and deposited by the Corp. with the respective Tax Authorities with intimation to the contractor.

(IX) Schedule of deviations: The schedule is attached at Annexure-B.

(X) Payment terms

1. HMBP, FFP, HMTP, HQrs. including Wellness Centre will be separate Cost-Centers for regulating the billing and payment. Thus, there will be separate Executing Authority and Paying Authority for each Cost-Centre.
2. The In-charge of P&A Deptt. of the respective Plants & Manager (P) HQrs for HQ & Wellness Centre will be the Executing Authority. The In-charge of Finance Dept of the respective plants & HQ

for HQ & Wellness Centre will be the Paying Authority for making payment to the Contractor.

3. The Contractor will submit his claim bills (monthly) to Executing Authorities of their respective plants/Units in duplicate for verification. After verifying the bills on the basis of meal coupons, tea coupons, snacks coupons and requisition slips submitted by the Contractor, the Executing Authority will send the monthly claim bills specifying therein the payable amount and recoverable amount against penalties / loss / damage etc, if any, to the Paying Authority for making payment of admissible amount after necessary deductions.
4. The amount verified by the Executing Authority and the admissible amount as passed by the Paying Authority may be paid within 45 days of passing of the bills. A lump sum amount as an advance may be paid against the bills passed by Finance, if the full amount of bills passed by Finance could not be paid.
5. There may be compelling circumstances resulting delay in payment of running bills of the Contractor. Therefore, it is advisable that the Contractor keeps the sufficient buffer fund with himself for running of canteens for at least three months.
6. The food items prepared at the Canteen are time to time taken by Central Industrial Security Force (CISF) / Security personnel, Visitors, Suppliers, vendors, Job -contractors & others. With the permission of the Executing Authority, the contractor will transact with them directly and the Corporation will not bear any financial liability of any such supplies made.
7. The payments will be made to the contractor digitally or through Account Payee Cheques only, which will be received by the Contractor himself or his duly authorized representative.

(XI) Inspection

Inspection will be done by the Doctor at the First Aid Post of the respective Plant /Units.

(XII) 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 % from his monthly running bill by respective Cost-Centres.
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.

(XIII) Performance Guarantee Bond

In case the rates of the successful tenderer and the value of contract derived accordingly appears to be non-workable, a performance guarantee bond in form of Bank Guarantee equal to 10% of the Contract value will be taken from the concerned tenderer, before issue of work order for ensuring proper canteen supply/ execution of canteen services as per the tender. The rates of the tenderer will be considered as non-workable rates, if the rates are lesser than the estimated rates by 20%. In such case, the submission of the Performance guarantee bond by the Contractor will be in addition to the Security Deposit.

(XIV) Penalty & Liquidated Damages & Risks & Costs Clause

1. **Liquidated Damages Clause:** If the Contractor fails to start/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 of such LD shall not in any way absolve the contractor from their contractual obligations to complete the work.
2. **Penalties / Compensation:**
 - a) A minimum penalty of Rs 5000/- will be imposed against first incident of any willful negligence, lapses or poor performance, which may be raised upto the amount of loss incurred due to such lapses. In case of repeated acts of such lapses the amount may be raised to a minimum amount of 7500/ which may be raised upto the amount of loss incurred due to such lapses. For all further lapses/negligences a minimum sum of Rs. 10,000/ extending upto the amount of loss incurred due to the negligence may be imposed. Canteen-Contractor has to pay Compensation and Penalty imposed as mentioned, failing which it may be adjusted with his amount lying with the Corporation.

- b) The amount of penalties will be recovered as mentioned against any clause mentioned above. 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.
 - c) Penalty and / or compensation for any loss / damages caused by acts of commission / omission by the Contractor and/ or any person engaged by the Contractor in contravention of any clause of this tender, will be deducted from the running bills or any amount payable to the Contractor. A suitable penalty may be imposed by the Executing Authority in case of failure and/ or non - compliance in providing canteen services as per this tender. Supplies of inferior quality of canteen items and / or delay in supplies at the Canteen Dining Hall/ other locations, results into delay in commencement of work / stoppage of work at work place, warranting imposition fine/ penalty on the Contractor per incident wise.
 - d) The 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.
3. If the order is terminated due to breach of contract on part of the Contractor, the Corp. 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 the security deposit and/or from any other outstanding dues of the Contractor. The Corp. reserves its right to debar such defaulting / terminated contractor from participating in future tenders.

(XV) Escalation

1. The rates decided and agreed between the parties for various items will be firm and **no escalation** in the finalized rates will be permitted during first one year of the Contract Period. Escalation in rates after completion of one year may be considered on the request of the Contractor and based on the rise, if any, in the All India Consumer Price Index (AICPI) for Industrial Workers and can be increased upto 5% in proportion to the increase in Price Index, provided the performance of the Contractor is satisfactory..

(XVI) Additional terms and conditions:

1. **No-claim situations**: No claim on account of idle labour, interruption of work or any other account 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 any change in the entity of the contractor mentioned in the Tenderer's Profile submitted by him alongwith his tender and the said change has taken place during the running of the contract, the 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 s his offer, his 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.C.C, S.C.C. and other specifications are available for inspection in the office of respective In-charge P&A of the plants 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 Court s 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.
9. **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.

10. Site In-charge: Contractor shall supervise the work or depute his representative to do the same and take the instructions from the Executing Authority and accomplish the work. His contact address with telephone numbers shall be intimated to the said Authority to contact in odd hours.
11. Rate: The rates will be regulated in terms of the stipulations contained in the respective clauses given in the foregoing paragraphs.
12. Materials : HEC Scope: HEC will not provide materials required for performing such works except as stated in the paragraph (V) above.
13. 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 concerned Safety Officer 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 Corp 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.
14. Tenderers are required to cover all the labours engaged by them on the work under PF & ESI as applicable. In case of any accident, the Corporation will not be liable to pay any compensation.
15. The tender will remain valid for six months from the date of opening.
16. Discloser Of Relationship: The Tenderer 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.
17. Agreement: The successful tenderer shall be required to enter into an agreement with the Corporation on non-judicial stamp paper of requisite value (presently Rs.100/- only) on the proforma prescribed by HEC within 15 days from issue of Letter of Acceptance. The General Condition of Contract along-with Letter of Acceptance & Tender documents will form part of Agreement and will be binding on contractor.
18. Executing Authority: After award of the works contract the Contractor has to take and follow all necessary instructions/guidance from him only. This will not relieve the contractor of any of his duties or obligations under the contract.
19. Constituents of tender
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 In-charge P&A of the respective plants on any working day during the usual office hour from 8 AM to 5 PM before closing of submission of bids.
20. Compliance of statutory provisions (Also Refer Appendix-I)
The Contractor will comply with all statutory provisions including Government directives, guidelines issued by the corporation time to time in the matter, or any related instrument having legal standing, failing which the actions as per Law may be taken against the Contractor.
21. **Contractor's Responsibilities:**
In addition to the responsibilities stipulated in the respective clauses given in the foregoing paragraphs, the Contractor shall also fulfill the following responsibilities.
 - a) The Contractor will comply with all the stipulations, terms & conditions of this Tender.

payment on or before 10th of every month. The contractor cannot refuse payment to his workers on the ground that HEC has not paid his bills in time. The Contractor will submit the proof of bank payment to his labours with wage sheet every month along with his running bills.

- b) 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.
- c) 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 Executing Authority indicating that nothing is outstanding against the contractor.
- d) The Contractor should either physically present himself or his authorized representative every day during working hours and report to Executing Authorities for taking instructions for co-ordinating 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.
- e) The successful bidder will take necessary action/steps before the time of commencement of the contract, viz acceptance of letter of intent/work-order, submitting agreement on stamp paper, submitting muster-roll register, medical fitness certificate of workers, character certificate of his employees issued by police, list of assets taken from HEC, list of items to be brought inside, receiving the time schedule of supplies and locations where supply are to be made - shift-wise, menu, food-item making formula, water supply timings, taking certificate of engagement and submitting copy of application for obtaining labour licence as per statutory formats, taking a specimen copy of Bill claim form, submitting all valid papers of the vehicles for obtaining entry-pass, submitting all valid papers of the workers for obtaining entry-pass, introduction with LPG and Mahila Samiti, etc..

22. Interpretation & Saving:

- a) 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 on the tenderer/contractor.
- b) The Corp. do not bind itself to accept the lowest or any tender and reserve the right to reject any or all tenders without assigning any reasons thereof. The rates of canteen items will be uniformly same for all canteens, which will be equal to agreed L1 -rate.

23. RESOLUTION OF DISPUTES(s) BY ARBITRTION

- a) In cases of dispute between the parties, the parties to contract at the first instance shall endeavor to settle by mutual discussion all the questions of disputes or differences arising out of, or relating thereto, or in connection with this contract. In the event of failure of settlement, the aggrieved party with prior written permission of other party, shall refer the unresolved dispute(s) or differences (s) to the Chairman-cum-Managing Director of the Company (HEC) for adjudication by a Sole Arbitrator to be appointed with mutual consent, by him (CMD of the Company) who (Sole Arbitrator) shall adjudicate the matter in accordance with the Arbitration and Conciliation Act, 1996 (For short "Act") and publish the award. The parties shall have no objection if the Sole Arbitrator so appointed is an ex-employee of HEC, superannuated almost 3years ago from the date of reference. If the Sole Arbitrator for any reason, whatsoever, becomes unable to proceed with the arbitration, the Chairman – cum – Managing Director of the company, with mutual consent of both the parties, shall appoint his successor arbitrator who may proceed with the reference from the stage it was left by his predecessor or subject to the provisions of the Act. The venue of the Arbitration proceeding shall be at Ranchi in the State of Jharkhand alone.
- b) The other provisions of Arbitration and Conciliation Act, 1996, (as amended from time to time) especially as per the provisions of Schedule V and Schedule VII and section 6, 11(2), 12(5)

should be considered during the appointment of Sole Arbitrator.

24. JURISDICTION OF COURT

For any or all types of disputes arising out of the contract, the exclusive jurisdiction of the Court(s) shall be Ranchi in the State of Jharkhand alone.

(XVII) Termination of Contract:

The Contract can be terminated on the following grounds besides the reasons of termination of contract in general as provided in Clause-7 of General Conditions of Contract of HEC Ltd:

- 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.
- iv) If the Corporation gives a notice of three months in writing for foreclose of the contract.
- v) If the contractor gives an advance notice of six months in writing for such foreclosure of contract.

for and on behalf of
Heavy Engineering Corporation Limited

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, which will be checked time to time by respective representatives of HEC.

1.0 ADHERENCE TO LABOUR LAWS:

1. 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 and all their subsequent amendments and rules framed there under.
2. The contractor shall be required to obtain Labour Licence for engagement of workers from the Competent Authority under the provisions of Contract Labour Regulation & Abolition Act, 1970.
3. The Contractor shall issue employment card and wage slip to all workers engaged by him.
4. All the workers of the contractor should be enrolled as member of the Provident Fund and ESI and subscription and contribution in respect of the workers are to be made as per statutory provisions.
5. The Contractor shall submit all relevant returns/reports to the RPFC within the dates and maintain a ll records properly.
6. The Contractor shall maintain the requisite Registers prescribed under the Contract Labour (R&A) Act/ Rules and also other relevant Act/Rules .
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

The contractor must inform about occurrence of any accident involving his workmen to the Safety Officer and also his Controlling Dept and P & A Dept 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. The Corporation shall not bear any responsibility for payment of compensation/ medical expenses in case of accidents/death of his workers. However, first aid in the Plant/First Aid Post and Ambulance shall be provided to the Contractor's Workmen on chargeable basis.

- 3.0 The Contractors shall provide maternity benefits to female workers as per the provision of the Mater nity Benefits Act, 1961.

The Contractor will engage only those persons who are medically fit and submit Medical Fitness Report of a Govt Hospital to the concerned P & A Dept. The medical examination will include X-ray of chest, and alimentary canal (Rectum and bacteriological exam of faces/urine) test and Routine blood examination besides other tests.

Signature of Tenderer.

Name:

Seal:

Annexure-A

TECHNO-COMMERICAL BID

TENDERER'S PROFILE (To be furnished by the Tenderer)

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 In-charge 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

TECHNO-COMMERCIAL BID

SCHEDULE OF DEVIATIONS

Date _____

To
P&A, HMTP,
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.	Clause No.	Details of deviation required
.....

Signature of Tenderer.

Name:

Seal:

Annexure-C

TECHNO-COMMERCIAL 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

DECLARATION / DISCLOSER OF RELATIONSHIP

1	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the 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 in the Table below.
2	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relationship (within the meaning of Section 6 of the Companies Act 1956) with any of the Directors of HEC?	Yes/No If yes, give detail in the Table below.
3	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relation with any partner / Director of any other bidder(s) participating in this Bid.	(To be furnished after opening of the Technical Bid)

Sl. No.	Name, P.No., Designation, Posting of the employee(s) / Director of HEC related to the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be	Relationship	Signature of employee(s)/ Director concerned

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

Signature of Tenderer.

Name:

Date:

Seal:

Annexure - E

TECHNO-COMMERCIAL BID

LIST OF DOCUMENTS AND ENCLOSURES ATTACHED

Date _____

To,
P&A, HMTP,
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 /BG towards Earnest Money	
2.	Demand Draft towards Application fee for tender	
3.	Income tax Clearance Certificate/ Income-tax returns pertaining to last 3 years as required in Tender	
4.	Copies Of Work-Order / Work Completion / 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 (Annexure – A)	
6.	Schedule Of Deviations (Annexure – B)	
7.	Undertaking (Annexure – C)	
8.	Declaration / Discloser Of Relationship (Annexure – D)	
9.	CPF Registration Certificate	
10.	ESI Registration Certificate	
11.	Labour Licence*	
12.	Declaration that Tenderer has not been convicted or Black-listed by any PSU or Govt. Sector	
13.	PAN of organization or Tenderer	
14.	GST Registration Certificate	
15.	A certified copy of Registration certificate in case of Cooperative Society/Business concern	
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.

The above mentioned documents is to be uploaded at web portal along with techno-commercial bid in specified folder or with tender document folder.

"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:

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

Annexure F

(to be issued by any Nationalized bank preferably State bank of India negotiable at their counters in Ranchi)

NO.

Dated:

TO,
M/S HEAVY ENGINEERING CORPORATION LIMITED
PLANT PLAZA ROAD,
DHURWA,
RANCHI – 4

Dear Sirs,

In consideration of your agreeing to accept the Earnest money deposit of Rs.------(Rs-----
-----) furnishable to you by M/s-----
------(Hereinafter Referred to As Contractor) In
terms of the Enquiry No. -----Dtd. ----- for Supply
of ----- (Hereinafter Referred to as the Contract) in the form of a
Bank Guarantee in the Manner hereinafter contained we -----
-----, having registered office at -----do hereby covenant and
agree with you as follows.

1. We hereby undertake to indemnify you up to a sum of Rs. ----- (Rs. -----
----- only) against any loss or damage caused to or suffered by you or that may be
caused to or suffered by you by reason of any breach or breaches on the part of the contractor of
any of the terms and conditions contained in the said contract and in the event the Contractor
shall make any default or defaults in carrying out any of the works under the said contract or
otherwise in the observance and performance of any of the terms and conditions relating thereto
in accordance with the true intent and meaning thereof, we shall forthwith on demand and
without any protest or demur pay to you such sum or sums not exceeding in total the said sum of
Rs.----- (Rs. -----*amount*-----only) as may be claimed by you as your
losses and/or damages, costs, charges or expenses by reason of such default or defaults on the
part of the contractor.

2. Notwithstanding anything to the contrary contained in this guarantee your decision as to
whether the contractor has made any such default or defaults and the amount or amounts to
which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask
you to establish your claim or claims or damages or losses suffered by you but will pay the amount
demanded by you under this guarantee forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the
contractor after expiry of the related warranty period of the said contract and after the contractor
have discharged all their obligations under the said contract and produced a certificate of due
completion of the work under the said contract and submitted a "NO Demand Certificate"
provided always that this guarantee shall in no event remain in force after the date of-----
without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in
writing before the expiry of six months from the said date which will be enforceable against us not
withstanding that the same is or are enforced after the said date.

4. We-----, further undertake to extend the validity of this beyond the
period prescribed in clause 3 or as extended from time to time for such further period as may be
required in writing before the Expiry of this and upon such extension(s), all terms and conditions
of this shall remain in full force till the expiry of this extended period(s).

5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of

the terms and conditions of the said contract or extend the time of performance of the contractor or to postpone for any time or from time to time any of your rights or powers against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the contractor or by any other variation or modification of the said contract or any other act, matter or things whatsoever, which, under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ----- (Rs.-----) as aforesaid or extend the period of the guarantee beyond the said Date of -----unless expressly agreed to by us in writing in terms of clause 4 hereof.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the contractor.

7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any ways inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special Courier or Telefax to us or our Local Address as aforesaid.

10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee or guarantees heretofore given to you by us whether jointly with others or alone and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any Amalgamation or absorption thereof or therewith but will ensure for the benefit or and be available to and enforceable by the absorbing or amalgamated company or concern.

12. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the contractor or any reference to arbitration of the said dispute/controversy pending or a civil suit filed by the contract or in respect of the dispute or controversy.

14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.----- (Rs. -----only) and this guarantee shall remain in force until -----unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry of this guarantee . i.e. On or before-----all your rights under this guarantee shall be forfeited and we shall be deemed to have released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.

15. We have power to issue this guarantee in your favour under the memorandum and articles of association of the bank and the undersigned has full power to execute this guarantee under the power of Attorney Granted to them by the Bank.

FOR AND ON BEHALF OF

Annexure - G

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- (i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- (ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- (iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- (v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to *ensure that they do not lend their DSC's to others which may lead to misuse.*
- (vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

- i) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of *each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.*
- iii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- iv) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

SUBMISSION OF BIDS

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by as specified in the tender documents. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.

- vi) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 **CPP Portal** Helpdesk.

Note: For any query related to registration and processing on the Portal please visit FAQ available at <https://etenders.gov.in/eprocure/app?page=FAQFrontEnd&service=page>

You may call the Helpdesk. The 24 x 7 Help Desk Numbers are
0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787
E-Mail: support-eproc@nic.in
