

Tender No. HMBP/P&A/NIT/2020-696

Dated, the 24<sup>th</sup> January, 2020

# Sub: Open Tender Inquiry for awarding contract in respect of "Specified intermittent nature of works arising in HMBP/HEC.

# (I) Introduction :

- a) HEC has been established in the year 1958 as one of the largest Integrated Engineering Complex in India. HMBP is one of three Plants of HEC. It manufactures and supplies capital equipments, machineries, spares and renders project execution required for core sector industries.
- b) Sealed tender(s) is invited from the eligible Bidders for the specified contract for completing specified intermittent nature of works in different zones (total four zones) under HMBP. The eligible Bidder has option to submit respective bid(s) for either single zone or more than one zone or all the four zones. Separate Bid for each zone will be required. The details of the tender are given below:

# (II) Eligibility and Qualifying criteria :

(A) <u>Pre-qualification criteria</u>: The pre-qualification criteria for respective zone is given in the Table below:

SI	Criteria	Zone-A	Zone-B	Zone-C	Zone-D
			Value in	Rs. Lakhs	
1	Average annual financial turnover during the last three years, ending 31 <sup>st</sup> March of the previous financial year, should be atleast	141	143	130	130
2	Experience of having successfully completed similar works during last seven years ending last day of month previous to the one in which tender is invited should be one of the following (such works must had commenced within the aforesaid period of seven years):				
	a) three similar completed works costing not less than OR	188	190	174	173
	b) two similar completed works costing not less than OR	236	238	217	217
	c) one similar completed work costing not less than	377	380	347	347

"Similar work" means those minor works of intermittent natured short-lived-duration appearing in engineering / manufacturing / structural / civil industries which consist of performing such work assignment as specified in price-bid mentioned hereinafter in this tender through unskilled, semi-skilled, skilled, highly skilled and super-skilled personnel having adequate in line training and or experience.

# (B) Evaluation criteria of Bids :

- 1. The Bidder shall submit the following documents for evaluation of their Technical Bids:
  - a) Tenderer's profile (refer Annexure-A given hereinafter).
  - b) Declaration / Discloser of relationship (refer Annexure-B given hereinafter)
  - c) Application Fee for Tender Documents
  - d) Earnest Money Deposit (EMD).
  - e) Requisite documents for proof of fulfillment of Pre-qualification criteria mentioned at para (II)(A) above, i.e.

- i) Annual Income Tax Returns and/or certificate from any Nationalized Bank pertaining to the required financial years
- ii) Certified copy of work-orders and their completion certificates.
- f) Copy of Goods & Services Tax Registration No. (GSTIN), etc.
- g) Copy of PAN Card related to Income Tax.
- h) Bidders shall categorically mention their own PF code number allotted by RPFC, if they have. Those bidders, who are having registration as per Employee's Provident Fund and Miscellaneous Provisions Act 1952, shall submit a copy of registration certificate.
- Bidders shall categorically mention their ESIC Registration number allotted by ESIC and submit copy of registration certificate issued under the Employee's State Insurance Act 1948.
- A Copy of Valid Labour License issued by the office of Regional Labour Commissioner (Central), issued under Section 12 of Contract Labour (Regulation and Abolition) Act, 1970 in respect of existing running Contract only.
- k) A copy of Partnership Deed / Memorandum of Association in respect of a Partnership firm and a Company, as the case may be.
- List of Work-orders executed, their title, contract value and number of workmen trade-wise deployed enclosing therewith the copies of work-orders where the tenderer is/was rendering similar services.
- 2. Corporation reserve the right to ask for any document which may be required for evaluation / Clarification / Verification of the technical bid.
- 3. Submission of any document after opening of bids shall not be allowed except asked for as per Para (II)(B)(2) above.
- 4. Conditional offer of Technical Bid will be liable for rejection.
- 5. Conditional offer of Price Bid shall be straight way rejected.
- 6. The contract shall be guided by the GCC as in force at that point of time.

# (C) <u>Requirement and mode of depositing Earnest Money (EMD) & Non-Refundable Application Fee</u>

1. The amount of the EMD and Application Fee for the respective Zone are as under:

	Zone-A	Zone-B	Zone-C	Zone-D	
Application Fee (Non-Refundable)	Rs.7,500	Rs.7,500	Rs.7,500	Rs.7,500	
EMD	Rs.7,50,000	Rs.7,50,000	Rs.7,50,000	Rs.7,50,000	

- 2. The Bidder shall download Tender Documents from our website www.hecltd.com (Central Public Procurement Portal under Tender Section).
- 3. The Application Fee for the respective zone as given in the Table above shall be payable in the form of a Demand Draft (DD) issued by any schedule bank drawn in favour of "Heavy Engineering Corporation Ltd".
- 4. The Earnest money (EMD) for the respective zone as given in the Table above shall be payable either in the form of Demand Draft (DD) or Bank Guarantee (BG) issued by any schedule bank drawn in favour of "Heavy Engineering Corporation Ltd".
- 5. No interest shall be payable on Earnest Money deposit.
- 6. On the request of the Bidder, his Security deposit of the old closed contract not yet refunded by HMBP, may be converted into EMD against the current bid. Amount of Security deposit shall be certified by Finance Deptt, HMBP.
- 7. Earnest Money of the unsuccessful bidders will be refunded after finalization of the contract on receiving a written request from the bidders.
- 8. If the successful bidder fails to execute the contract agreement, then the Earnest Money amount will be forfeited.

9. The DD of the Application Fee and the DD/ BG of EMD shall be submitted with the Bid. The tender without application fee and earnest money shall be rejected.

# (III) Date, time and place of submission of Bids :

 The tender bids shall be submitted in two parts, each in a separate sealed cover prominently superscribed as COVER – I and COVER – II and also indicating on each of covers the bid title and containing the documents as mentioned in the Table below. These two covers shall contain details of bid as under :

COVER – I titled Technical Bid	COVER – II titled Price Bid
Documents:	Price Bid and Rate Analysis. (page
a) Application Fee	no. 21 to 22 of the tender document
b) Earnest Money Deposit	duly signed by the Bidder with date
c) Documents listed at para (II)(B)	& seal on each page)
d) Tender documents (from page no01 to 20 duly	
signed by the Bidder with date & seal on each page)	

2. Separate sealed Cover – I and Cover – II with the above details shall be submitted in a sealed envelope containing these two covers and the sealed envelope shall be superscripted as <u>"Bid for contract in respect of Specified intermittent nature of works arising in Zone – ..... in HMBP/HEC "</u>. The "Zone No.", "Tender No.", "Bid Opening Date", "Bid Opening Time", "Name of the Bidder and his Address" shall also be categorically mentioned on the sealed envelope, addressed to :

Dy Manager (HR), P&A, HMBP, Heavy Machine Building Plant, Heavy Engineering Corporation Limited, Plant Plaza Road, Dhurwa, Ranchi - 834004

- 3. Any bid with no indication given on the cover of the envelope to indicate that it is a bid and which if gets opened before the due date and time set for opening of Cover-I, shall be liable to be opened and read out.
- 4. Tenders will be received in the office of P&A, HMBP, HEC on or before 12:30 hrs of 22<sup>nd</sup> February, 2020. The date and time of receipt of the Bid shall be recorded on the top cover of the closed envelop by the Receiving Official and the same should be duly signed by both the Receiving Official and the person who has submitted the Bid. The Bidder has the option of sending the bid by the registered post/ speed post / courier or to submit the bid in person so as to make it reach in the aforesaid Office by the date and time as specified above. Bids received by post / courier shall be considered as valid if these are received before due date and time specified for submission. Late tenders are not to be considered and opened.

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

Bids will be opened on **24<sup>th</sup> February**, **2020** in the office of **Finance**, **HMBP**, **HEC at 15:00 hrs**. All willing Bidders or their authorized representative may be present at the time of opening of tenders.

# (V) Duration of contract :

- The contract will be for a period of one year from the date of issuance of the Initial Work Order. The initial Work Order will be issued for a period of three months. The Work Order(s) will be issued quarterly for the balance period of nine months subject to satisfactory performance during the initial/ previous period of three months. Thus, this contract will be for a period of 12-months w.e.f. the date of issuance of the Initial Work Order.
- 2. The contract may be extended for further periods at the discretion of the management subject to satisfactory performance of work and acceptance of the contractor.

# (VI) Description of works including scope of work and responsibility

# A) Specifications: Quantity and Quality requirement of the work

1. The descriptions of work components to be executed for the respective zones are specified in column (2) in the table at **Appendix-I**. These specified works and other allied works are to be executed on daily basis within the given time-schedule at the allocated locations in the

respective zones with the help of required nos. of labours having requisite skills (unskilled, semiskilled, skilled, highly-skilled and super-skilled labours having adequate qualifications and experience corresponding to the aforesaid work assignments to accomplish the assigned volume of work satisfactorily). The work components assigned to respective zone may change, depending upon the requirement.

In case of failure to engage the requisite numbers of labours or unsatisfactory performance of work as certified by the Executing Authorities / Controlling Officer, proportionate deduction will be made for the same from the monthly bills.

In the event of failure to execute the work in time, the work order may be cancelled and work may be got done through other contractor at the risk and cost of the contractor.

- 2. The rate (estimated) per unit of work components are given in column (3) in the table at **Appendix-I.** The Unit Rates given in the Work Order(s) will remain firm till the execution of the respective Work Order(s) **except escalation as per Clause XIII.**
- 3. The estimated annual quantity/ volume of work for the zones A, B, C & D are given in column (4), (6), (8) & (10) respectively in the table at **Appendix-I.** The tender quantities may increase or decrease as per requirements.
- 4. The estimated annual values of the work contracts for the zones A, B, C & D are given in column (5), (7), (9) & (11) respectively in the table at **Appendix-I**.
- 5. <u>Working Hours</u>: The normal working hours of factory shift timings are "A" Shift (6.00 AM to 2.00 PM), "B" Shift (2.00 PM to 10.00 PM), "C" Shift (10.00 PM to 6.00 AM) and General Shift (8.00 AM to 5.00 PM). Depending upon the requirement, the labours will be deployed by the Contractor in all four shifts, namely A, B, C and General shifts on all working days. In case of exigency of work, the contractor will be required to engage his labours round the clock regardless of Holidays / Rest Days with suitable compensation by grant of compensatory leave in lieu thereof. The Contractor or his authorized representative must be present during performance of work to attend exigency.
- 6. The works will be performed at any location of HMBP / HEC or any place as directed by the Shop In-charge / Departmental In-charge commonly known as Executing Officer / Controlling Officer.
- 7. Complaint, if any, received from respective Executing Officer / Controlling Officer for nonperformance of daily work assigned to an individual worker, a suitable penalty will be deducted from the work bill.
- 8. The Bidders will be responsible for the safety of his workers at the work site. He will arrange protective items for his workers such as dust mask, rubber hand gloves, helmet, eye goggles, safety shoes, harness items and other safety items at his own cost Personal.
- 9. The Bidders shall comply with the instructions issued to him by the Executing Officer / Controlling Officer from time to time.

# B) Method of quality and quantity measurement :

- a) The Controlling Officer will keep a record of accomplished assignment, on the basis of which the work bill of the tenderer will be verified. If the tenderer fails to get the allotted assignments completed, due to non-availability of his labours or any other reason, the payment will be made on pro-rata basis (expressed as mandays lost due to absence).
- b) The Controlling Officer will organize the quality and quantity measurement of the performance.
- C) <u>Inspection</u> : Inspection of work will be done by the Executing Authority.
- **D)** <u>Contractor's Responsibilities</u> : In addition to the responsibilities stipulated in the respective clauses of this tender, the Contractor shall also fulfills the following responsibilities.
  - 1. The contractor before the deployment of his labours will submit a list of his labours in duplicate to the Office of P&A, HMBP. The original copy will be forwarded to the CISF/HMBP for **issuance** of **Gate Passes** after due scrutiny.

- 2. The Contractor will submit verification of conduct / integrity of his workers and supervisors within 15 days from the date of commencement of the work.
- 3. The Bidder will provide attendance register for marking of attendance of his labours and submit monthly attendance data sheets to the respective Work Site.
- 4. The contractor will grant leave to his labours as per their entitlement.
- 5. The workmen engaged shall be given one day rest in a week.
- 6. The Contractor shall make labour payments to his labours only through Bank Account of the labours and submit proof thereof. No wage period should exceed one month. The contractor will make its own arrangements for fund to pay his workmen on or before 10<sup>th</sup> day of every month even if payment by Corporation has not been made to them.
- 7. The Contractor will submit a separate bill for payment of Bonus to its workmen on the basis of work executed by them during the Bonus period which will be separately notified by the Corporation.
- 8. 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.
- 9. The Contractor will report immediately to the Executing Authorities any accident occurred to his labour out of in course of their engagement inside the factory premises.
- 10. 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 Controlling Officer of the related work indicating that nothing is outstanding against the contractor.
- 11. The Contractor should either himself or his authorized representative be physically present **every day** during working hours and he or his representative will report to Executing Authorities daily for taking instructions and for coordinating the work and maintaining the various records i.e. quantum of works done, workmen engaged etc. The acts done by the authorized representative shall be binding on the Contractor.
- 12. The Contractor shall visit the site of work and get himself satisfied about the modalities and conditions of work as well as make necessary arrangement for the **safety and welfare** of his workmen such as protective-clothing, safety shoes, helmets, etc. before start of work.
- 13. The Contractor will have to submit daily report for the workmen engaged on the day for work to the Controlling Officer with effect from the date of commencement of the work till completion.

# 14. Compliance of statutory provisions (Refer Appendix-II)

The Contractor will strictly adhered to and 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.

# (VII) Instructions to the Bidder for quoting Price :

- 1. The estimated rates for different components of works to be executed by the Contractor are given in column (3) in the table at **Appendix-I**. Wages and other statutory labour cost have been taken into account while deriving these rates.
- The Price Bid will comprise of Annexure-F and the Rate Analysis (Annexure-G). In the Annexure-F, the Bidder shall quote rate of Supervision and Additional Cost (SAC) payable by the Corporation to the Bidder. The rate of SAC will be quoted in terms of percentage of expenditure towards payment of basic wage plus variable dearness allowance in respect of labours to be deployed by the Bidder for completing the specified works.

The rates are required to be quoted both in words and figures and in case of difference between rates, the rates quoted in words will be considered.

- 3. The Bidder should apply his mind to financial aspect, whether expressed or implied, of every clause mentioned in this tender in order to arrive at the rate of SAC to be quoted by him. Submission of Rate Analysis (Annexure-G) will give better understanding of different financial aspects involved therein.
- 4. The quoted rates of SAC should be inclusive of all taxes, royalties and other statutory levies applicable, if any except GST. During the tenure of contract, the Corporation will not take any liability for increase or variation in the rates of statutory taxes/ royalities / levies / remittances etc.
- 5. The tender will remain valid for six months from the date of opening.
- 6. The Bidders may inspect the places of work in the Shops / Offices at HMBP/HEC, Ranchi with permission of P&A, HMBP before quoting the rates.
- 7. The Bidders should quote a workable rate. If a tenderer quotes **unworkable rates** and is considered for placement of order, the said tenderer will be asked to justify the rate quoted and will have to furnish Performance Guarantee Bond, in addition to the Security Deposit, in the form of Bank Draft / Bank Guarantee. The amount of Performance Guarantee Bond will be 10 % of contract value for ensuring proper execution of work. If the tenderer refuses to furnish Performance Guarantee Bond his bid shall be treated as withdrawn and EMD shall be forfeited.

# (VIII) <u>Taxes and duties applicable :</u>

- 1. The Contractors will get their GST Registration. On the requests of the Contractors, the GST will be advanced by the Corp to them to enable them to pay GST as applicable from time to time, within due date, to the Tax Authorities. Such request shall be made by the Contractors well in time by submitting the bills for work executed by them in the previous month. The Contractors will submit receipt of payment of GST by them and also file necessary GST returns to enable the Corp. to avail input tax credit, failing which the amount advanced to them will be realized from their subsequent bills / SAC/ EMD / Security Deposit.
- 2. All statutory Taxes and Duties except Goods & Services Tax (GST) as per prevailing rates are to be borne by the Bidder. However, if any new Tax or Duty is levied after issue of Letter of Acceptance/ Work Order, the same may be considered for reimbursement on request and submission of evidence.
- 3. HEC shall deduct from the bills any amount deductible on account of taxes under the provisions of law.

# (IX) <u>Schedule of deviations :</u>

Deviation, if any may be furnished by the Bidder in **Annexure-C**. The deviations projected by the tenderer should be related to the system laid down for smooth performance of the contract. The Management reserves the right to accept or reject the deviations of any Bidder wholly or in part without affecting the Tender Bids.

# (X) Payment terms :

- 1. Payment will be made once in month on satisfactory completion of work in a particular month after verifying the claims submitted by the contractor for the said month. The claims should be supported by all requisite documents pertaining to payment of wages, CPF, Group Insurance, statutory taxes, etc. in respect of the preceding month.
- 2. Contractor has to submit his monthly running bills to the Executing Authority. The Executing Authority will verify the performance and recommend the payable amount as well as recovery against penalties and other amount, if any to Finance / HMBP for making payment accordingly.
- 3. The payments will be made to the contractor through Account Payee Cheques or though net banking/ RTGS etc.

# (XI) Security Deposit :

 Security Deposit will be 10% of the Contract Value. The amount deposited as EMD will become part of Initial Security Deposit (ISD). This ISD shall be further augmented by deducting an amount equal to 10% of SAC from the admissible monthly "Running Account" (R/A) payments to the Bidder. However, the total amount accumulated in the manner as stated above should be limited to maximum 10% of the Contract value.

- 2. The security deposit will be refunded after successful completion of work order and after issuance of No-claim Certificate by the Controlling Officer.
- 3. No interest shall be payable on Security Deposit.

#### (XII) Liquidated Damage and Risk and Cost and compensation for damages :

- 1. <u>Liquidated Damages</u>: If the Contractor fails to complete the work within the stipulated period, the Contractor shall be liable to pay Liquidated Damages @ 0.5% of the value of unfinished part of work per week of delay or part thereof maximum to 10% of the total contract value.
- 2. <u>Cancellation of order and getting the work done on Risk and Cost of the Contractor</u> : If the order is terminated due to breach of contract on part of the contractor, the balance quantity of work will be got done from the alternative sources at the risk and cost of the contractor work after serving a 15 days notice to contractor. The differential amount, if any, shall be recovered from Security Deposit and/or from any other bills of the contractor. The Company reserves its right to debar the contractor from participating into future tenders at any or all the Plants of the Company.</u>
- 3. Contractor will be required to compensate in case any damage is caused in any form to the Corporation because of any acts attributable to the contractor or his agent or workmen.

#### (XIII) Escalation :

The Corporation will not take any liability for increase except escalation on account of enhancement in the labour cost during the contractual period and the extended period.

#### (XIV) Additional terms and conditions :

- 1. <u>No-claim situations</u>: No claim on account of idle labour, interruption of work or any other account for any reasons whatsoever will be entertained.
- 2. <u>Extension of completion time</u>: Extension of completion time, if any, may be granted to the contractor by the Executing Authorities with due approval of the Competent Authority.
- 3. <u>Change in constitution / entity of tenderer / contractor</u>: In case of change in the constitution / entity of the tenderer / contractor, the tenderer / contractor will forthwith submit relevant documents in support of the change for acceptance / approval of the Competent Authority.
- 4. Forfeiture of EMD and debarring future participation in tender bid: In case any tenderer withdraws his offer after submission of bid or the successful tenderer deliberately withdraws his offer, his EMD shall be forfeited and he may be debarred from participating in future tenders for a period to be decided by the Competent Authority.
- 5. <u>Conduct of Contractor</u>: HEC reserves the right to suspend or terminate the contract forthwith and /or black list the contractor if a contractor is found to have committed any misconduct / malpractice.
- 6. <u>Site-in-Charge</u>: Contractor or his authorized representative shall be Site-in-Charge who will take the instructions from the Executing Authority / Controlling Officer and accomplish the work. The contractor will intimate his as well as his authorized representative's contact address and telephone numbers to the Executing Authority / Controlling Officer to contact them in odd hours.
- 7. <u>Executing Authority/ Controlling Officer</u>: In-charge of the Shop / Department or their representatives will be the Executing Authority / Controlling Officer of this contract. After award of the works contract, the Contractor has to take all necessary instructions/guidance from them only. The Executing Authority will have the sole responsibility to see that the Contractor is complying the terms and conditions of the contract and does the work in accordance with the work order.

- 8. <u>Materials</u>: Materials required for performing the works shall be provided by the respective Controlling Officer besides electricity, compressed air, electrodes, consumables, water etc free of cost.
- 9. <u>Declaration / Discloser of Relationship</u>: The Tenderer/bidder has to declare whether the Tenderer, Proprietor or any Partner of the partnership firm or Director of their Company, as the case may be, has any relation with any employee working in any Plant /Offices of HEC and if so the tenderer / bidder shall declare the name of such employee and his relationship. The tenderer / bidder shall also declare whether he has relationship with any of the Directors of HEC within the meaning of Section 6 of the Companies Act, 1956 and if so, he shall furnish the details thereof. The Tenderer, Proprietor / Partner / Director of the bidder firm / Company must submit a declaration whether any of his / their member(s) or relative(s) is/are partners / Director of any other bidder(s) participating in this bidding at the time of opening of Techno-Commercial bid. If so, only the lowest bid of such firms / Company shall be considered. The above shall be given in Annexure-B.
- 10. General Condition of Contract (GCC) and Special Conditions of Contract (SCC) will be binding on tenderers / contractors. GCC, SCC and other specifications are available for inspection in the office of P&A/HMBP before submission of the offer on any working days during office time.
- 11. The Contractor will abide by the Corporation's Guidelines, Government Directives issued on the matters of engagement of Schedule Caste / Schedule Tribe, persons with disabilities, women, displaced persons, wards of deceased employees etc.
- 12. All the Statutory Rules and Regulations, Govt. Acts, Corporation Guidelines issued or to be issued by the Corporation from time to time in the matter shall be binding to the contractor.
- 13. For any disputes arising out of this contract the jurisdiction shall be in the Courts at Ranchi.
- 14. <u>Constituents of tender</u> : The Tender Document, Letter of Acceptance, GCC and Agreement will form the part of Contract.
- 15. <u>Determination and Termination of Contract</u>: The Contract can be determined and terminated in terms of Clause 7 of the General Conditions of Contract.
- 16. <u>Agreement</u>: The successful tenderer shall be required to enter into an agreement with the Company on a Non-Judicial Stamp Paper of Rs. 100.00 (Rupees One hundred only) as per the proforma prescribed by the Company, within 15 days from issue of Letter of Acceptance / Work Order.

# 17. 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 biding to the tenderer / contractor.
- b) M/s HEC Limited does not bind itself to accept the lowest or any tender and reserves the right to reject any or all tender bids without assigning any reasons thereof and may divides the work among two or more tenderers. The decision of the Corporation in this regard shall be final.

for and on behalf of Heavy Engineering Corporation Limited

> Dy Manager (HR) Pers & Admn/HMBP

Schedule of Work Components	, Rate, Quanti	itv & Value - N	IIT 2019
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Appendix-I

			-		-	Value - N			Append	
SI	Work Components (WC)	Est	Zor	ne - A	Zon	e - B	Zoi	ne - C	Zor	ne - D
	• • • •	Rate	Est Qty	Est Value	Est Qty	Est Value	Est Qty	Est Value	Est Qty	Est Value
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
1	Dismantling, checking, detecting faults, rectifying, testing & installing air conditioning machines	118.86		0		0	4368	519180		0
2	Catering works, serving of foods	44.57		0		0		0	4368	194682
3	Preparing drawing & design, plotting drawing, printing & compilation of drawing & documents, handling process & technical documents, document movement & distribution	203.52		0		0	1248	253993	16224	3301908
4	Caretaking work	0 118.86		0		0	2184	0 259590		0
5	Preparing, making, shaping, polishing, painting & finishing wood/ plastic/ metallic materials in erecting & building structures/ boxes/ fixtures									
6	Cooking works	168.5		0		0		0	3744	630864
7	Loading, unloading & intra shop movement of raw materials, semi finished & finished materials	55.75	87360	4870320	113568	6331416	43680	2435160		0
8	Preparing manuscript, entering data, report generation & printouts	27.79	17472	485547	0	0		0	235872	6554883
9	Shaping, makeup, dismantling, assembling & repairing of metallic body/ box/ cabin	208		0		0		0	1248	259584
10	Dressing, upkeep, allied manual work etc in FAP	51.67		0		0		0	30576	1579862

11	Cleaning, upkeep	58.44	4368	255266		0	I	0	21840	1276330
	& driving, record	00111	1000	200200		Ū		Ū	21010	12/0000
	keeping &									
	repairing related									
	to light & heavy									
	vehicle,									
	movement of									
	materials inside &									
	outside plant									
12	Inspection, fault	56.55	0	0		0	39312	2223094	13104	741031
	rectification,									
	repairing of elect									
	wiring, switches,									
	equip. & vehicles									
	etc, Checking bus-									
	bars & current									
	collectors of									
	cranes etc., Re-									
	conservation of									
	motor generator									
	work involving									
	dismantling,									
	heating,									
	warnishing,									
	drying, grasing,									
	fitting, testing of									
	various types of									
	motor, generator,									
	elect equip etc,									
	Repairing &									
	replacement of									
	control relays &									
10	contactors, etc	185.11	19968	3696276	53664	9933743	64896	12012899	2496	462035
13	Handling of	100.11	19900	3090270	03004	9933743	04090	12012099	2490	402035
	complex locating objects (templates									
	& guadges, etc) & carving out these									
	objects by fitting									
	& chipping									
	operations.									
	Handling of simple									
	locating objects									
	(jigs & fixtures,									
	etc) & carving out									
	these objects by									
	grinding, drilling,									
	fitting & chipping									
	operations.									
	Cleaning,									
	greasing,									
	lubricating, fitting									
	of accessories.									
	Pipelines									
	repairing. Filling of									
	lubricating oils.									
	Proper greasing of									
	lead screw, feed									
	shaft, bearing, bed									
1	guide ways, etc.				1	1	1	1		

14	Metal polishing by metal coating & babbitting process. Manual cleaning, writing, painting, etc.	118.86		0		0	2184	259590		0
15	Steel working by heat treatment & forging process	198.5	4992	990912		0		0		0
16	Testing of samples ferrous/ non- ferrous, water, air pollution, fuel, lubricants, etc in Central Processing Laboratory	208		0		0		0	1248	259584
17	Technological upgradation of in- process materials, processing of blanks. Re- conservation of machines.	185.4	43680	8098272	14976	2776550	4992	925517	3744	694138
18	Manually or with assistance doing work related to simple re- conservation, upgrading in process materials etc. Collection, distribution & movement of cylinders etc. Distribution of consumable oils to various sites, loading & unloading of materials. Manual work in shops/ offices. Cooking & catering works , Manual work in tech & non-tech areas, etc.	51.9	423696	21989822	318864	16549042	318864	16549042	476112	24710213
19	Civil work involving grouting, brick work, cementing, road repairing, machine foundation works, etc. Store upkeep. Ground preparation, dismantling & making of structures, etc. Manual work related to upkeep of structure, building & ground, etc	208		0		0	1248	259584		0

20	Metal polishing by metal coating & babbitting process	118.86	2184	259590		0	4368	519180		0
21	Re-conservation of spares, de- rusting, degreasing, cleaning, greasing with fresh grease, wrapping with wrapper, designating with tagging, painting, writing, etc.	208	3744	778752	1248	259584		0	1248	259584
22	Water supply operation & repairing, storage cleaning, pipe & tap repairing, fitting, etc. Fitting water closet, urinals, commode, wash basin, other sanitary wares, civil fixtures, etc. Manual work related to upkeep of structure, building & ground, etc.	208		0		0	1248	259584		0
23	Manual works & Crane assisted works related to Loading, unloading & intra shop movement of raw materials, semi finished & finished materials	59.43	91728	5451395	61152	3634263	30576	1817132		0
24	Stationery Machine operator, upkeep, allied manual works	5.94		0		0		0	43680	259459
25	Preparing manuscript, entering data, report generation & printouts. Record keeping, allied ministerial assistance involving manual works, etc	27.81		0		0	26208	728844	78624	2186533
26	Arranging, makeup, cleaning & setup of metallic materials & working on them using welding, etc. Manual work	52.52	4368	229407	152880	8029258	82992	4358740		0

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related to upkeep of machine, structure, building & ground, etc.						
Total		47105559	47513856	43381129	43370690	

Est Rate-Estimated Rate per Unit of WC, Est Qty-Estimated Annual Quantity of Work Units, Est Value-Estimated Value of Work Units

Signature of Tenderer.

Name:

Date:

# 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:

- 1.1 The contractor shall be required to obtain Labour Licence for engagement of workers from the Competent Authority before commencement of the work under the provisions of Contract Labour Regulation & Abolition Act, 1970.
- 1.2 The Contractor shall be required to abide by the provisions of the Contract Labour (R&A) Act 1970. Payment of wages Act, 1936, the Employees' Compensation Act 1923, the Factories Act 1948, the Employees Provident Fund and Misc. Prov. Act 1952, the Employee State Insurance Act 1948 and all their subsequent amendments and rules framed there under. In the event of Contractor failing in making necessary statutory remittance, the same will be deducted from the Contractor's Bills.
- 1.3 The contractor shall submit applications forwarded by the Controlling Officer/Executing Authority of the concerned department to Contract Cell for obtaining photo gate pass of his labours. The Contractor shall follow the Gate Pass procedure.
- 1.4 The Contractor shall issue employment card and wage slip to all workers engaged by him.
- 1.5 The Contractor shall maintain the following major Registers :
  - i) Register of Persons employed by the Contractor (Form-XIII). Note that it should also have colour stamp size photograph of the person, his date of birth and the validity period of the gate pass(access permit)
  - ii) Register of Wages (Form XVII)
  - iii) Muster Roll (Form XVI)
  - iv) Register of Deduction of damage or loss (Form-XX)
  - v) Register of Fines (Form-XXI)
  - vi) Register of Advance (Form-XXII)
  - vii) Register of Overtime (Form-XXIII)
  - viii) Register of Accidents as per Factories Rules 1950
  - ix) Register for payment of leave wages
  - x) Registers relating to PF, ESI, Bonus, etc.
  - xi) Attendance Register
  - xii) Monthly Book of office copy of Wage Slip (Form-XIX) issued
- 1.6 The Contractor shall be under obligation to send the returns to the Licencing Officer and other competent authorities as are required under different provisions of Law.

#### 2.0 ACCIDENT/INSURANCE

- 2.1. The contractor must inform about occurrence of any accident involving his labours to the Safety Officer and also his Controlling Deptt as well as Contract Cell immediately after the occurrence. The Contractor shall be liable to arrange prompt medical attendance and care of the injured labours and also shall be liable to make payment of compensation as per the Employees' Compensation Act, 1923. All expenses on this account shall be strictly born by the Contractor. However, first aid in the Plant/ First Aid Post and Ambulance shall be provided to the Contractor's Workmen.
- 2.2. The Corporation shall not bear any responsibility for payment of compensation/medical expenses in case of accidents/ death of his labours.

# 3.0 SAFETY & HEALTH

- 3.1 The contractor will ascertain the nature and types of Personal Protective Equipments [PPEs] to be provided to his labours from the Executing Authority / Controlling Officer or In-charge of Safety Dept/ HMBP before beginning of the contract / work. In case of failure of the contractor to supply the PPE to his workmen the same shall be supplied by the Corporation at the cost of Contractor and such costs will be recovered from the bill of Contractor.
- 3.2 During working hours, wearing loose clothes, smoking, spitting and gossiping and entering inside the plant in an intoxicated condition is strictly prohibited and it is the responsibility of the Contractor to ensure that his workers abide by the same.
- 3.3 The Contractors shall provide maternity benefits to female workers as per the provision of the Maternity Benefits Act, 1961.
- 3.4 The contractor shall have to get their workman examined by a registered medical practitioner, preferably by HEC Plant Hospital at his own cost. There are two types of medical examination i.e. (i) pre-employment medical examination and (ii) periodical medical examination. The examination reports shall have to be submitted to the Contract Cell in the prescribed format to HMBP/HEC. 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.
- 3.5 If contractor fails to do so, a penalty medical examination shall be done by the Corporation at the cost of the contractor.

Signature of Tenderer.

Name: Date: Seal:

# TECHNICAL BID

#### Annexure-A

#### **TENDERER'S PROFILE**

The tenderers are to furnish the following particulars.

- 1. Name of the tenderer:
- 2. Status of the tenderer (Individual / Proprietary Business concern / Partnership firm / Cooperative Society/ Registered Society / Company / etc.):
- 3. Name & address of the Proprietor/Partner/Directors alongwith contact phone No.(If required separate sheet may be attached):
- 4. Office-post/title or the position held by the tenderer:
- 5. Office Address of the tenderer and its Phone No., Fax & e-mail, etc.:
- 6. Local address, if any, for immediate contact,:
- 7. Name, full address and contact phone number of Site Incharge of the tenderer:
- 8. Name, full address and contact 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:

Date:

#### <u>Annexure-B</u> <u>DECLARATION / DISCLOSER OF RELATIONSHIP</u>

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)

SI. 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.

#### Annexure-C

#### **SCHEDULE OF DEVIATIONS**

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

SI	Clause No.

Signature of Tenderer.

Name:

Date:

# <u>Annexure-D</u> <u>UNDERTAKING</u>

- 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 of contract, 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.

#### Annexure-E

# LIST OF DOCUMENTS AND ENCLOSURES ATTACHED

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

SI	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 returns pertaining to last 3 years	
4.	Copies of Contract Completion / Work Order / Performance Certificates in support of experiences of "similar work" executed during last seven years attached to a list of such copies	
5.	Tenderer's Profile (Annexure – A)	
6.	Declaration / Discloser Of Relationship (Annexure – B)	
7.	Schedule of Deviations (Annexure – C)	
8.	Undertaking (Annexure – D)	
9.	CPF Registration Certificate*	
10.	Labour Licence*	
11.	Insurance Coverage Certificate* (General Insurance Scheme under LIC or EDLI)	
12.	GST Registration Certificate	
13.	Tenderer must declare that he/his organization has not been convicted or blacklisted by any PSU or Govt.	
14.	PAN No.	
15.	A certified copy of Registration Certificate in case of a Cooperative Society	
16.	A certified copy of Passed resolution for taking up the work on contract and authorizing its representative to file tender on its behalf	

\*to be submitted consequent to award of contract

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

# Annexure-F

I/We have carefully gone through the Scope of Work, Terms & Conditions and all other documents attached with the Tender Documents. The same is clearly understood and acceptable to us and based on that we offer our best prices with respect to Supervision and Additional Cost (SAC) as follows:

1	Zone No.	

	In figure	In words
2 <b>SAC</b> in terms of <b>percentage</b> of expenditure towards payment of <b>basic wage plus variable</b> <b>dearness allowance</b> in respect of labours to be deployed by the Bidder for completing the specified works.		

The above rates are all inclusive, as per the rates mentioned in the Tender and all statutory taxes will be deducted from my gross bill as per prevailing rates.

Thanking you,

Yours faithfully,

Enclosed: Rate Analysis

Signature of Tenderer.

Name:

Date:

# <u>Annexure-G</u> <u>Rate Analysis</u>

SI	Item of expenditure	Derivation	Rate approx	Estimated expenditure	annual
1	Demand Draft towards Earnest Money				
2	Demand Draft towards Application fee for tender				
3	Expected income tax & expenses on Income tax Clearance				
	Certificate/ Income-tax returns pertaining to last 3 yrs				
4	Expenses for obtaining Labour Licence				
5	PAN				
6	GST Registration				
7	Performance guarantee bond				
8	Police verification cost				
9	Pre-engagement training				
10	Personal protective items				
11	Taxes, royalties & other statutory levies applicable, if any				
12	Medical fitness certificate				
13	Cost of making gate-pass				
14	Expenses on an agreement on non-judicial stamp paper				
15	Expenses on settlement of Employees Provident Fund and				
	Miscellaneous Provision Act 1952 related matters				
16	Expenses for obtaining Insurance coverage under EDLI &				
	settlements				
17	Expenses on settlement of ESI related matters				
18	Expenses on making of monthly running account(R/A) Bill				
19	Expenses on taking care of accident cases of his workers				
20	Expenses on daily visit to the site of work				
21	Daily reporting of attendance & attendance registers				
22	Notice board and display of information				
23	Colour stamp size photograpgh of his workers				
24	Major Registers				
25	Return / Reports				
26	Computer stationeries				
27	Site Supervisor				
28	Office establishment				
29	Profit				
30	Others, Please specify.				
31					
32					
33					
34			T		
	Total				