



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

OPEN TENDER NOTICE

Tender No:HQ/TADIV/2024-027

Dated- 03.08.2024

Tender No. HQ/TADIV/2024-027 Dated: 03.08.2024.for “Open Tender Enquiry for awarding service contract in respect of “ Security Manpower service for Watch and ward 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 19.08.2024(upto 1 PM)
Techno-commercial Bid Opening date 20.08.2024(at 3 PM)

Prospective Bidders /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:

Any Future changes/notifications including extension of bid due date, pertaining to this tender will be published/hosted only on HEC’s website (www.hecltd.com)& CPP Portal (www.etenders.gov.in) only.

INSTRUCTION TO BIDDERS

1	Tender Reference no	HQ/TADIV/2024-027 ,Dtd 03.08.2024
2	Cost of Tender Document / Application Fee Non refundable	Rs. 8850.00 (Rs. Eight Thousand Eight Hundred Fifty only)in form of DD in favor of Heavy Engineering Corporation Limited, Ranchi, Payable at Ranchi
3	Mode of tender	E - tender with e price bid (at www.etenders.gov.in)
4	Type of tender	Two bid system- 1) Techno-commercial Bid and 2) Price Bid
5	Tender issuing authority	Sri. R.K.JHA SDGM I/cTA DIVISION / HQ Heavy Engineering Corporation limited, Plant Plaza Road, Dhurwa, Ranchi – 834004 Contact No. – 0651 – 2401466
6	Contact person for submission of Bid	Sri. R.K.JHA SDGM I/cTA DIVISION / HQ Heavy Engineering Corporation limited, Plant Plaza Road, Dhurwa, Ranchi – 834004



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		Contact No. – 0651 – 2401466 Mail id: rkjha@hecltd.com
7	Date from tender available at www.hecltd.com and www.etenders.gov.in	
8	Start of online submission of online tender	
9	Last date of submission of onlinetender	
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	Rs. 3,00,000/-(Rs Three Lakh Only) in form of DD in favor of Heavy Engineering Corporation Limited, payable at Ranchi
12	Validity of Bid	90 days from opening of techno-commercial bid.
13	Validity of Contract Period	06 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/eprocure/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

- i. Cost of Tender documents / Application Fee (downloaded from website) **Rs.7500.00/- + 18% GST = Rs 8850.00** (Rupees Eight thousand Eight Hundred fifty only) by DD in favour of Heavy Engineering Corporation Limited. Payable at Ranchi.
- ii. Earnest Money **Rs 3,00,000/-** (Rupees Three Lakh only) by DD or BG (Bank guarantee) in favour of Heavy Engineering Corporation Limited payable at Ranchi. **Separate DDs should be deposited for EMD & Cost of Tender documents.**
- iii. Documents listed at Paragraph II(A) &(B) of NIT.
- iv. Annexure A, B, C, D, E & G 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 company.
- vii. Copy of GST registration certificate.



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- viii. Copy of Licence to engage in the business of Private Security Agency (Form VI) as per Center/State PASARA Act.
- ix. 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 bidder (contractors / firms) found to be fulfilling 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).



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Tender No. **Tender No: HQ/TADIV/2024-027**

Dated- 03.08.2024

Sub: Open Tender Enquiry for awarding works contract in respect of “Contract for providing Security Manpower service for *Watch and ward services in HEC.*”

Online Tenders through www.etender.gov.in is invited from the eligible tenderers **for awarding Service Contract in respect of “Security Manpower service for Watch and ward services in HEC”.**

The details of the tender are given below:

(I) Introduction:

- a) Heavy Engineering Corporation Limited, Ranchi has been established in the year 1958 as one of the largest Integrated Engineering Complex in India. HMBP, HMTF & FFP are the 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 Service contract for *Watch and ward services in HEC.*** The details of the tender are given below:

(II) Eligibility and Qualifying criteria :

(A) Pre-qualification criteria: The pre-qualification criteria for this tender is given below: -

(i)

SI No	Criteria	Value in Lakh
1	The bidder/ Service Provider should have valid PSARA license (as on date of bid submission) under Central/State. Please note that only those service providers/Bidders, whose PSARA License can be verified through the Central or State "Private Security Agency Licensing Portal", shall be accepted.	
2	Average annual financial turnover of any of three consecutive financial year out of last four years which starts from FY 20-21., should be at least the amount given in value column. (PI attach documents). As per clause II, B, 1 (e).	73.36
3	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 each costing not less than OR	97.81
	b) two similar completed works each costing not less than OR	122.27
	c) one similar completed work costing not less than	195.62



Note :

1. “**Similar Work**” means those works of watch and ward / office assistance or similar works, which consist of performing such work assignment as specified in the scope of works of this tender through unskilled, semi-skilled / skilled/ highly skilled and super skilled personnel **having adequate experience and other qualifications as per PASARA Act and rules..**

(B) Evaluation criteria of Bids:

2. The Bidder shall submit the following documents for evaluation of their Techno-commercial Bids:
 - a) Tenderer’s profile (refer Annexure-A given hereinafter). Supporting document w.r.t. tenderer status is to be submitted by tenderer.
 - b) Declaration / Discloser of relationship (refer Annexure-B given hereinafter)
 - c) Application Fee / cost of 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) Copies of Audited Annual Reports (Financial Statements) for last four consecutive Financial Years starting from FY20-21. However, for the financial year 2023-24, CA certified copy of annual report shall be submitted (in case of audited report not generated)
 - ii) Annual Income Tax Returns pertaining to the required financial years. Audited balance sheet and P & L statement of any of three years out of last four years which starts from FY 20-21. However, for the financial year 2023-24, CA certified copy of annual income shall be submitted (if ITR not filled).
 - iii) Certified copy of work-orders and their completion certificates.
 - iv) Credential certificate in confirmation of successfully completion of the scope of work of contract awarded indicated in Item (3) above.
 - v) Copy of valid Licence of **PSARA under Centre/ State** to engage in the business of Private Security Agency as per PASARA ACT and Rules.
- N.B: Please note that only those service providers/Bidders, whose PSARA License can be verified through the Central or State "Private Security Agency Licensing Portal", shall be accepted. The personnel should have adequate experience and other qualifications as per PASARA Act and Rules.**
- f) Copy of Goods & Services Tax Registration No. (GSTIN), etc.
- g) Copy of PAN Card related to Income Tax.



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3. Other conditions:

- a) The Bidder /Service Provider shall categorically mention their own Provident Fund (PF)code number allotted by Regional Provident Fund Commissioner (RPFC) 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 (Employee State Insurance Corporation) Registration number allotted by ESIC and submit a copy of registration certificate issued under the Employee's State Insurance Act,1948.
- c) Bidder / Service Provider shall submit a copy of their GST Registration Certificate.
- d) 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 section12 of Contract Labour (Regulation and Abolition) Act1970 as amended from time to time.
- e) A copy of Partnership deed/ Memorandum of Association/Registration of organization is to be submitted,if applicable.
- f) Affidavit will be submitted by the tenderer along with the tender that:
 - h) The tenderer has not been blacklisted by any State Government/ Central Government / Government Undertaking in India as on due date of tender.
 - ii) The tenderer has not been debarred by HEC and other PSU/ Government Undertaking as on date of the tender.
 - iii) The tenderer has not been listed in RBI defaulter List during last seven (7) years prior to 31.07.2024.

Tenderer who is blacklisted or debarred as on date of the tender by any State Government/ Central Government / Government Undertaking in India or by HEC will not be eligible for participating in the tender and if submitted the bid, those bids/quotations will be treated as unsolicited & will not be considered. In case of false declaration, earnest money deposited by the tenderer will be forfeited and tender may be rejected/ LOA (work order/purchase order) may be cancelled. 2

- g) **Work Experience**:The bidder has to submit a List of Work-orders executed with completion Certificate 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. Format for submitting the details of work-experience

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



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- h) Copies of wage sheets, EPF and ESI challans for the last month of the respective periods (of the work orders) 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.
2. Corporation reserve the right to ask for any document in original which may be required for evaluation/ Clarification/Verification of the techno-commercial bid.
3. Submission of any document after opening of bid shall not be allowed unless asked for in writing.
4. Copy of NIT duly signed and stamped by tenderer is to be submitted as acceptance of all terms and conditions as per NIT. Any deviation in NIT terms is to be mentioned clearly in Annexure B only.
5. Conditional offer in techno-commercial bid will be liable for rejection.
6. Conditional offer in price bid shall be straightaway rejected.
7. 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.

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

The Application Fee(non-refundable)isRs.7500.00/- + 18% GST = Rs 8850.00 (Rupees Eight Thousand Eight Hundred fifty 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” payable at Ranchi. The Bidder shall download Tender Documents from our websitewww.hecltd.com (Central Public Procurement Portal - www.etenders.gov.in).

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

1. The Earnest money payable is Rs 3,00,000/-(Rupees Three Lakh only), which is payable in the form of Demand Draft or Bank Guarantee issued by any schedule bank drawn in favor of “Heavy Engineering Corporation Limited”, Payable at Ranchi.
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 within maximum 15 days.
4. If the successful bidder fails to execute the contract agreement, then the Earnest Money amount will be forfeited.

(C) Exemption in submission of EMD

The registered MSME / SSI / NSIC bidders will be exempted from deposition 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 (A) &(B) d) Annexure A, B, C, D & E duly filled and signed. e) Tender documents duly signed by the Bidder with date & seal on each page f) Copy of Permanent Account Number (PAN) in the name of the company/proprietor of the firm. g) Copy of GST registration certificate. h) Tender document (all other relevant documents as required)	Price Bid as per BOQ

2. The tender without application fee and earnest money or valid exemption documents as per clause no B, C & D above shall be rejected.

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

Techno-commercial Bid will be opened on 20.08.2024 at 03.00 PM at CPP portal www.etenders.gov.in

(V) Duration of contract:

1. The contract will be for a period of **SIX Months from the date of issuance of the Work Order.**
2. The contract may be extended for further for a period of 12 months 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) Scope of work:

Sl. No.	Particulars
1	<u>Watch & Ward and Supervision services for Land and Building (Offices, shop floors& Residential quarters) for prevention of illegal Construction/Encroachments etc.</u> Round the clock protection of the assets and work force of HECL on eight hour duty basis in three shifts. To prevent theft, burglary, trespassing and presumption of any untoward incidents and for prevention of illegal Construction/Encroachments etc. in and around HEC Township and HQ and any other areas in the interest of HECL. Handling and maintenance of security gadgets. Checking all the incoming and outgoing vehicles, vendors, regular workers, visitors, agencies, contract workers, materials etc. and maintaining records thereof. Providing assistance in case of strikes, riots and Labour unrest, emergencies, community functions, sports & games, protection to employees of HECL and its property in the event of theft, willful damages and



	<p>sabotages etc. Complying with the formalities required under the Law and lodging FIR with the Police, in case of loss of any item by theft or pilferage in plant and offices and also for any illegal Construction/Encroachments within the HECL township area etc. Collecting intelligence information and taking appropriate steps to prevent untoward incidents and informing the management promptly about it. Any other job assigned by the client representative for safety and security of company's asset and workforce.</p> <p>The following services shall also be under scope of work: Attending Employees / Staff, Distribution of Dak/Papers, Office chores : shifting of document, letters and alike jobs, Xeroxing /Printing /Scanning of documents, Data Entry /Data verifications/ verification documents, Material loading/unloading/ shifting as and when required, Attending Visitors etc.</p>
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B) Specifications: Quantity and Quality requirement of the work

1. The descriptions of work components to be executed for the respective plant are specified in column (2) in the table at **Appendix-I** and scope of work for the work component are specified in VI (A) above. 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 plant/shop/department 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 as per HEC Circulars on Contract workmen, corresponding to the aforesaid work assignments to accomplish the assigned volume of work satisfactorily. The work components assigned to respective zone/area 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. (PI also refer annexure-H)

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 work description, estimated annual quantity/ volume of work of HQ/HEC are given in column (2)& (5) 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 (including, PF, ESI, EDLI, Inspection Charge,etc) for the tender are given in column (6) respectively in the table at **Appendix-I**.
5. Working Hours: 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



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General Shift (8.00 AM to 5.00 PM). Depending upon the requirement, the labou0rs 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 HEC or any place as directed by the Shop, Booth In-charge / officer-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 imposed as per Annexure- H.
8. The contractor 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.
9. The contractor shall comply with the instructions issued to him by the Executing Officer / Controlling Officer from time to time.

C) 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 contractor will be verified. If the contractor/firm 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 SMHs lost due to absence).
- b) The Controlling Officer will organize the quality and quantity assessment of the performance.
- c) The job will be measured in terms of SMH (standard Man Hour). SMH is defined as 'An industrial unit of production equal to the work one person can produce in aHour'. A certificate from the Respective Officer of Engineer In-charge concerned should be obtained for job measurement for the purpose of release of payment. Payment will be made on monthly basis for services in terms of SMHs provided during the month.
- d) Payment shall be made per SMH comprising of pay elements shown in clause VI C (f) below.
- e) Rate of Minimum Wages will be decided based on the Appropriate Government in respect of HEC for schedule employment under Minimum Wages Act, 1948. Changes in minimum wages and Variable Dearness Allowance are to be effected from time to time based on notification in this regard issued by HEC. In case decrease in Minimum



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Wages due to decrease in VDA, the higher minimum wages last paid shall be protected.

- f) The sample breakup of the cost of the services to be rendered under contract is as under:

Sl	Items	Category-I	Category-II for work comp-Sl. No1	Category-III for work comp-Sl. No 2	Category-IVA for work comp-Sl. No 3	Category-IV B	Category-V for work comp-Sl. No 4
		Unskilled (₹)	Semi-Skilled (₹)	Skilled (₹)	Highly Skilled (₹)	Highly Skilled (₹)	Super Skilled (₹)
1	Total Minimum wage per day	562.21	599.97	616.75	683.88	738.42	765.69
2	Annual leave @ 6% of (1)	33.73	36.00	37.01	41.03	44.31	45.94
3	ESI Contribution @ 3.25% of (1)	18.27	19.50	20.04	22.23	24.00	24.88
4	CPF Contribution @ 12% of (1)	67.47	72.00	74.01	82.07	88.61	91.88
5	CPF Admn. Charges @ 0.5% of (1)	2.81	3.00	3.08	3.42	3.69	3.83
6	EDLI Contribution @ 0.5% of (1)	2.81	3.00	3.08	3.42	3.69	3.83
7	Bonus @ 8.33% of (1)	46.83	49.98	51.38	56.97	61.51	63.78
Note: Minimum wage is inclusive of VDA. # change is to be effected from time to time based on notification in this regard issued by HEC							

- g) All required materials (supply items) for the work is to be supplied by the contractor as per clause VI (A) (10) and the same will be reimbursed based on the actual bills. Supply of the consumables/ Items for the work will be based on requisition and approval from the executing authority before procurement. Item supplied will be limited to MRP inclusive of all taxes during the contract.



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- D) Inspection:** Inspection of work will be done by the Executing Authority (officer in charge of the Respective Booth/Office/Department of HEC).
- E) Contractor's Responsibilities:** In addition to the responsibilities stipulated in the respective clauses of this tender, the Contractor shall also fulfill 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 TA Division / HQ. The original copy will be forwarded to the CISF/HQ unit 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 Contractor 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 as per applicable law.
 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 10th 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 law 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 (2) in the table at **Appendix-I**. Wages and other statutory labour cost have been taken into account while deriving these rates.
2. The Price Bid will be as per BOQ and the Bidder shall quote rate of Supervision and Additional Cost (SAC) payable by the Corporation to the successful Bidder (i.e. Contractor). 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.
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.
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/ royalties / levies / remittances etc.
5. The tender will remain valid for 90 days from the date of opening of techno-commercial bid.
6. The Bidders may inspect the places of work in the Shops / Offices at HQ/HEC, Ranchi with permission of TA Division / HEC before submission of their bid.

(VIII) Taxes and duties applicable:

1. The Contractors will get their GST Registration. The Contractor has to Pay all the GST as applicable, within due date, to the Tax Authorities. 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 if any.
2. All statutory Taxes and Duties, 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) Schedule of deviations :

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 as per Running Accounts (RA) Bills along with GST on satisfactory completion of work limited to 15 RA Bills in total during the tenure of the contract, after verifying the claims submitted by the contractor for the Completed work. The RA Bills should be supported by all requisite documents pertaining to payment of wages, CPF, Group Insurance, statutory taxes, etc. in respect of the completed work to the Executing Authority. Cost of the items supplied under the contract will be reimbursed as per Clause VI C (g).
2. Contractor has to submit his RA 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 Department for making payment accordingly.
3. The payments will be made to the contractor through Account Payee Cheques or through net banking/ RTGS etc.

(XI) Security Deposit:

1. 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 "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. EMD/Security Deposit will be forfeited if the contract is terminated for any reason whatsoever
3. The security deposit will be refunded after successful completion of work order and after issuance of No-claim Certificate by the Controlling Officer.
4. No interest shall be payable on Security Deposit.

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

1. **Liquidated Damages:** 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. **Cancellation of order and getting the work done on Risk and Cost of the Contractor :** 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.



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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. **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 tenderer / contractor:** 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. **Conduct of Contractor:** 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. **Site-in-Charge:** 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. **Executing Authority/ Controlling Officer:** 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. **Materials:** Materials required for performing the works shall be provided / supplied by the contractor and the same will be reimbursed based on the actual bills as per clause VI (A). Supply of the Consumables/Items will be based on requisition and approval from the executing authority before procurement. Item supplied will be limited to MRP inclusive of all taxes and duties. besides electricity, water etc free of cost.



9. **Declaration / Discloser of Relationship**: 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 in HEC's website www.hecltd.com may be referred 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. **Penalties and Termination**

The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA and in case of three Consecutive defaults against same events, the contract will be liable to be cancelled. However non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements will be considered as a major default and the contract will be cancelled immediately without giving any further notice. **(Refer Annexure – H for details)**
14. **RESOLUTION OF DISPUTE**
The parties to the 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 Limited) 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.



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The parties shall have no objection if the Sole Arbitrator so appointed is an ex-employee of HEC Ltd., superannuated almost 3 years ago. 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.

The other provisions of Arbitration and Conciliation Act, 1996 (as amended from time to time) shall apply to the arbitration proceedings.

15. **Jurisdiction & Governing Laws** - This agreement shall be governed by and construed in accordance with laws of India. Any dispute arising out of this agreement shall be subject to the jurisdiction of courts of Ranchi, India only.
16. **Constituents of tender** : The Tender Document, Letter of Acceptance, GCC and Agreement will form the part of Contract.
17. **Determination and Termination of Contract**: The Contract can be determined and terminated in terms of Clause 7 of the General Conditions of Contract.
18. **Agreement**: 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.
19. **RIGHT OF ACCEPTANCE OF OFFER**
 - 18.1 The purchaser reserves his right to accept partly or reject any bid without assigning any reason thereof. The purchaser does not pledge itself to accept the lowest or any bid and reserves to itself the right of acceptance the whole or any part of the bid or portion of the quantity offered and the tenderer shall supply the same at the price quoted.
 - 18.2 The Purchaser reserves the right to accept or reject any bid or to annul the Bidding process and reject all bids at any time prior to award of the Contract without assigning any reason whatsoever and without thereby incurring any liability whatsoever to the affected Tenderer(s). Mere purchase and submission of tender document shall not mean fulfilment of requirements of eligibility of the Tenderer (s).
19. **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 to the tenderer / contractor.



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- 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 divide 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

SDGM I/c TA Division / HEC



Appendix-I

Schedule of work component, rate, Quantity & Value of NIT-2024 HQ / HEC

Sl. No.	Work Components	Rate of work component (Rs./SMH)	Unit Of Measurement	Quantity of work (SMH)	Total value of the Work
(1)	(2)	(3)	(4)	(5)	(6)
1	Services for such works where a level of basic knowledge, experience, is required to do the work.	130.57	SMH	9000	1175130.00
2	Services for such works where experienced, skilled or some training is required to do the work.	134.23	SMH	54000	7248420.00
3	Services for such works where more experienced, high level skilled having supervisory ability (Non-Tech area) is required to do the work.	148.84	SMH	25200	3750768.00
4	Services for such works where Super skills having adequate experience is required to do the work (Tech and non Tech) .	166.64	SMH	51300	8548632.00
			TOTAL	139500	20722950.00
5	SUB-TOTAL (A) (Sl. 1-6) (SAC to be quoted over SUB-TOTAL A) (Rs.)				20722950.00
6	GST of 18% on 5				3730131.00
7	GRAND TOTAL (A+B) (Rs.)				24453081.00

Total Estimated Value-Rupees Two Crore Fort Four Lakh Fifty ThreeThousand and Eighty one Only.

NOTE: The manpower required to perform the above services is approximately 155 nos (including 20 females). **The personnel should have adequate experience and other qualifications as per PASRA Act and Rules.**



APPENDIX-II

STATUTORY REQUIREMENT AND LABOUR LAWS

As a part of the contract, the bidder will comply all the provisions of Labour Laws & Jharkhand Private Security Agencies (Regulation) Rules, 2010. 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 of the HEC.
- 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 as per the **Ease of Compliance to Maintain Registers under various Labour Laws Rules, 2017:**
 - i) Employee Register in **Form - A**
 - ii) Wage Register in **Form - B**
 - iii) Register of Loan/Recoveries in **Form - C**
 - iv) Attendance Register in **Form - D**
 - v) Register of Rest/Leave/Leave Wages in **Form - E**
- 1.6 Register of Accidents as per Factories Rules 1950
- 1.7 Registers relating to PF, ESI, Bonus, etc.
- 1.8 Monthly Book of office copy of Wage Slip (Form-XIX)
- 1.9 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 Equipment [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



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- 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:



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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 / Woman Entrepreneurship / (SC/ST) Entrepreneurship etc). Supporting document is to be submit by tenderer.
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:

Seal:



Annexure-B

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:



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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.

Sl.	ClauseNo.	Details of deviation required
-

Signature of Tenderer.

Name:

Date:

Seal:



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Annexure-D

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 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.

Signature of Tenderer.

Name:

Date:

Seal:



TECHNO-COMMERICAL BID

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 Audited Annual Reports (Financial Statements) for last four consecutive Financial Years starting from FY20-21. However, for the financial year 2023-24, CA certified copy of annual report shall be submitted (in case of audited report not generated)	
5.	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	
6.	Copy of valid Licence of PSARA under Centre/ State	
7.	Tenderer's Profile (Annexure – A)	
8.	Declaration / Discloser Of Relationship (Annexure – B)	
9.	Schedule of Deviations (Annexure – C)	
10.	Undertaking (Annexure – D)	
11.	CPF Registration Certificate*	
12.	Labour Licence*	
13.	Insurance Coverage Certificate* (General Insurance Scheme under LIC or EDLI)	
14.	GST Registration Certificate	
15.	Tenderer must declare that he/his organization has not been convicted or blacklisted by any PSU or Govt.	
16.	PAN No.	
17.	A certified copy of Registration Certificate in case of a Cooperative Society	



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18.	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.

Signature of Tenderer.

Name:

Date:

Seal:



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Annexure F

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

(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.-----
-----) furnish able 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



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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 uncanceled 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



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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 "MySpace" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "MySpace" 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) Bidders 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



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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/e procure/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



Annexure – H

Penalties and Termination

The Service Provider shall be responsible for faithful compliance of the terms and conditions of this agreement. In case of noncompliance of Service obligations, penalty per default will be imposed as per SLA and in case of three Consecutive defaults against same events, the contract will be liable to be cancelled. However non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements will be considered as a major default and the contract will be cancelled immediately without giving any further notice.

S NO	Service Level Agreement	Baseline	Penalties For Breach		
			1 ST Instance	2 nd Instance	3 rd Instance
1	Delay in deployment of security personnel by the service provider	Deployment to start Within 2 week of the placement of the service order	In case of deployment is made after 2 weeks of placement of order and delay is due to service provider 1% of the value of the contract shall be levied as penalty. However buyer shall be at liberty to cancel the order without any further reference to service provider in case so desire	In case of deployment is made after 3 weeks of placement of order and delay is due to service provider 2% of the value of the contract shall be levied as penalty. However buyer shall be at liberty to cancel the order without any further reference in case so desire	In case deployment not made 4 weeks after placement of order the contract shall be terminated without any reference
2	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc with public or employees of	No instance	Replacement of security personnel and Rs 500 fine on the service provider	Replacement of security personnel and Rs 1000 fine on the service provider	Replacement of security personnel and Rs 5000 fine on the service provider



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	buyer organisation or other employees of service provider				
3	Security personnel not found displaying photo id or not in proper uniform	No instance	One day Salary due to the employee concerned for the day and Rs 500 penalty on service provider	One day Salary due to the concerned employee and Rs 1000 penalty on service provider	One day Salary due to the employee concerned and Rs 2500 penalty on service provider
4	Security personnel indulging in drinking/sleeping	Zero instance	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 1000 on the service provider	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 2500 the service provider	Immediate removal of the security personnel apart from deduction of salary for 1 day and penalty of Rs 5000 on the service provider
5	If the resource is absent or takes leave without informing or taking prior approval and if service provider fails to provide a substitute	No instance	Penalty equal to wage of the person who was to do duty shall be levied along with an amount of Rs 500	Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 500	Penalty equal to 2 times wage of the person who was to do duty shall be levied along with Rs 1000
6	In case of expiry of any of the licenses required for performing the services such as PSRA, etc	Termination of the contract			
7	Delay in payments of take home remuneration by the Service Provider to resources employed ,Delay in deposit of EPF	Rs 1000 for each default			



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	and ESI (both employee and employer share)	
8	In case of violation Minimum wages Act , Contract labor Act etc. as applicable from time to time applicable for the services	Penalty of Rs 5000 for default in addition to termination of contract and all responsibility on account of violation shall be responsibility of service provider
9	Cumulative penalty	Cumulative penalty shall not exceed 10% of the total contract value and in case exceeds contract is liable to be cancelled



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ITEM WISE BOQ

Tender Inviting Authority: SDGM I/c TA DIVISION / HQ

Name of Work: **CONTRACT for Security Manpower service for Watch and ward services in HEC.**

Contract No: **HQ/TA DIVN/2024 /0 dt. 03.08.2024**

Name of the Bidder/
 Bidding Firm / Company :

PRICE SCHEDULE

(DOMESTIC TENDERS - RATES ARE TO GIVEN IN RUPEES (INR) ONLY)

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	AREA	Quantity	Units	Estimated Rate in	Quoted Currency in INR / Other Currency	COMMISSION CHARGE SAC IN PERCENTAGE ONLY To be entered by the Bidder	TOTAL AMOUNT of COMMISSION ONLY Without GST in	TOTAL AMOUNT of COMMISSION with GST 18%	TOTAL AMOUNT In Words
1	2	3	4	5	Rs. P	7	8	Rs. P	Rs. P	11
1	CONTRACT for Security Manpower service for Watch and ward services in HEC. as per Appendix I of NIT	HEC Township	139500	As per Appendix I of NIT	20722950.00	INR		0.00	0.00	INR Zero Only
Total in Figures								0.00	0.00	INR Zero Only
Quoted Rate in Words										INR Zero Only



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