



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

OPEN TENDER NOTICE (E-Tender)

Tender No. Tender No: HMBP/CC/P&A/NIT/2023-88

Dated- 12.08.2023

Tender No. HMBP/CC/P&A/NIT/2023-88 Dated: 12.08.2023 for “Open Tender Enquiry for awarding works contract in respect of “Specified intermittent nature of works arising in HMBP (Zone A) of HEC Ltd” is available on our website in e-procurement section i.e. <https://etenders.gov.in/e procure/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/e procure/app>.

Bid submission end date 26.08.2023 (upto 5 PM)

Techno-commercial Bid Opening date 28.08.2023 (at 9 AM)

Prospective Tenderers are advised to get register themselves only on at NIC e-tender portal i.e. <https://etenders.gov.in/e procure/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-H**. 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/e procure/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.



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INSTRUCTION TO BIDDERS

1	Tender Reference no	HMBP/CC/P&A/NIT/2023-88 Dtd 12.08.2023
2	Cost of Tender Document / Application Fee Non refundable	Rs 11800.00 in form of DD in favor of Heavy Engineering Corporation Limited, Ranchi
3	Mode of tender	E tender with e price bid (at www.etenders.gov.in)
4	Type of tender	Two bid system- Techno-commercial Bid and Price Bid
5	Tender issuing authority	Sri Bimlendu Kashyap DM/ I/c P & A / HMBP Heavy Engineering Corporation limited, Plant Plaza Road, Dhurwa, Ranchi – 834004 Cont No – 0651 – 2401466 / 9471358521
6	Contact person for submission of Bid	Sri Sanjay Kumar SDGM / I/c Operation, Contract & Disposal / FFP Heavy Engineering Corporation limited, Plant Plaza Road, Dhurwa, Ranchi – 834004, Cont No – 0651-2401584
7	Date from tender available at www.hecltd.com and www.etenders.gov.in	12.08.2023
8	Start of online submission of online tender	12.08.2023
9	Last date of submission of online tender	26.08.2023 upto 5 PM
10	Closing date of receipt of original copy of EMD and Tender document fee (Application fee)	Within 1 week from the date of opening of techno-commercial bid.
11	Earnest Money Deposit (to be submitted in the form of DD / BG)	Rs 12,60,000/- 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	12 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.



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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 Paper / Application Fee (downloaded from website) **Rs.10000.00 + 18% GST = Rs 11,800.00** (Rupees Eleven Thousand Eight Hundred only) by DD in favour of Heavy Engineering Corporation Limited. Payable at Ranchi.
- ii. Earnest Money Rs. **12,60,000/-** (Rupees Twelve Lakhs Sixty Thousand) 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 Paper.
- 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.
- viii. Tender document (all other relevant documents as required)

Cover - II: Price Bid (BoQ)

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

Bid Opening Process is as below:-

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

Cover-II: The financial bids of the 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: HMBP/CC/P&A/NIT/2023- 88.

Dated- 12.08.2023

Sub: Open Tender Enquiry for awarding works contract in respect of “Specified intermittent nature of works arising in HMBP-Zone A of HEC Ltd

Online Tenders through www.etender.gov.in is invited from the eligible tenderers for **for awarding works contract in respect of “Specified intermittent nature of works arising in HMBP Zone A**. 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, HMTP & 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 specified contract for completing specified intermittent nature of works in Zone A of HEAVY MACHINE BUILDING PLANT.** The details of the tender are given below:

(II) Eligibility and Qualifying criteria :

- (A) Pre-qualification criteria:** The pre-qualification criteria for respective zone is given in the Table below:

Sl No	Criteria	Value in Lakh
1	Average annual financial turnover of any of three years out of last four years which starts from FY 19-20., should be at least the amount given in value column. (PI attach documents). As per clause II, B, 1 (e).	301.95
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	402.59
	b) two similar completed works costing not less than OR	503.24
	c) one similar completed work costing not less than	805.19

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



(B) Evaluation criteria of Bids :

1. 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) 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 19-20. However, for the financial year 2022-23, CA certified copy of annual income shall be submitted (if ITR not filled).
 - 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) Integrity Pact to be submitted by bidder duly filled and signed as per the annexure G. However, original copy of the same 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.
2. Other conditions:
 - a) The Bidding Firms/Individuals 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) Bidding Firms/Individuals 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 section 12 of Contract Labour (Regulation and Abolition) Act 1970 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) **Work Experience:** The tenderer have 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



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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 Contract	Turnover of the Contractor (Contract value)	No of workmen deployed by the Contractor in the	Types of Services provided

- g) 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 a 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 straight away 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.

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

The Application Fee (non-refundable) is **Rs.10000/ - + 18% GST = Rs 11800.00** (Rupees Eleven thousand Eight Hundred) only, which is payable in the form of a Demand Draft (DD) issued by any schedule bank drawn in favour of "Heavy Engineering Corporation Ltd" payable at Ranchi . The Bidder shall download Tender Documents from our website www.hecltd.com (Central Public Procurement Portal - www.etenders.gov.in).



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

1. The Earnest money payable is **Rs 12,60,000/-** (Rupees Twelve Lakh Sixty Thousand) only, which is payable in the form of Demand Draft or Bank Guarantee issued by any schedule bank drawn in favour of “Heavy Engineering Corporation 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.

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

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

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

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

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

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

COVER- I Techno-commercial Bid	COVER – II titled Price Bid
Documents: a) Reference of Application Fee b) Reference of Earnest Money Deposit c) Documents listed at paragraph II (A) & (B) d) Annexure A, B, C, D, E & G 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 **28.08.2023 at 9 AM** at CPP portal www.etenders.gov.in

(V) Duration of contract :

1. The contract will be for a **period of one year 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) 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**. 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/deptt 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 work description, estimated annual quantity/ volume of work HMBP (zone A) are given in column (2) & (4) 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 (excluding GST, PF, ESI, EDLI, Inspection Charge, Bonus and Contractor's Commission) for HMBP (Zone A) are given in column (5) respectively in the table at **Appendix-I**.



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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 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 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 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.

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 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 mandays lost due to absence).
- b) The Controlling Officer will organize the quality and quantity assessment of the performance.

C) Inspection: Inspection of work will be done by the Executing Authority (Shop/Deptt of HEC).

D) 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 P&A of HMBP. The original copy will be forwarded to the CISF/HMBP 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.



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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 (3) 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 HMBP/HEC, Ranchi with permission of P&A HMBP before submission of their bid.

(VIII) Taxes and duties applicable:

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.



4. Due to any reason, in case of delay on the part of the corporation, in the payment towards GST as advance and ESI, after submission of challan by the contractor in this regards, if any interest/fine is levied by the concerned authorities, the same will be borne by the corporation

(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 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 of respective unit (HMBP, HMTP & FFP) 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 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. **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



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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.

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



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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 by the respective Controlling Officer besides electricity, compressed air, electrodes, consumables, 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. **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.

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 –



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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.

14. **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.
15. **Constituents of tender** : The Tender Document, Letter of Acceptance, GCC and Agreement will form the part of Contract.
16. **Determination and Termination of Contract**: The Contract can be determined and terminated in terms of Clause 7 of the General Conditions of Contract.
17. **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.
18. **Integrity Pact**: Integrity pact on a non-judicial stamp paper of Rs. 100.00 as per format provided at Annexure- G must be submitted duly signed and stamped along with techno-commercial bid (Part 1) otherwise offer of the firm shall not be considered for evaluation.

Any violation of integrity pact would entail disqualification of the bidders and exclusion from further business dealing as per the provisions and rules of the organization.

Integrity Pact, in respect of these contract shall be operative from the date Integrity Pact is signed by both the parties till the completion of contract. After award of work, IEMs shall look into any issue relating to execution of contract, if specifically raised before them.

Integrity Pact is deemed as a part of the contract.

A person signing Integrity Pact shall not approach the courts while representing this matter to IEMs and he/she will await their decision in the matter.

In case of sub-contracting, the principal contractor shall take the responsibility of adoption of Integrity Pact by the sub-contractor. It is to be ensured that all the subcontracts also sign the Integrity Pact.

The Integrity Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those



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vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification.

Integrity Pact will be implemented as per the standard operating procedure issued vide circular No.06/05/21 by central vigilance commission letter No. 015 /VGL/091 dated 03.06.2021, with its revision issued from time to time.

Independent External Monitors- HEC appoints competent and credible independent external monitors for this pact. The name and details of all the IEMs at present are as given below:

- a. Dr. Bibhuti Bhushan Pattanaik,
Ex-MD, CWC
Address-302, New Shivalik CGHS,
Plot No. GH-4, Sector-51, Gurugram-122002
Contact No. 9818372724
Email- pattanaik181@yahoo.com
- b. Shri Pradeep Kumar,
IRSSE (Retired), Former Member Infrastructure, Railway Board.
Address- Flat No. C-701, Bestech Park View Spa Apartments,
Sector-47, Gurugram-122018
Contact No. 8130820000
Email- pradeepawasthi1981@gmail.com , pradeep.kumar.17@gov.in

The role of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligation under this agreement. The monitors are under the contractual obligation to treat the information and documents of the bidder(s)/contractor(s)/subcontractor(s) with confidentiality.

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 binding 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 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

P & A / HMBP



Schedule of work component, rate, Quantity & Value of NIT-2022

HEAVY MACHINE BUILDING PLANT (HMBP) - ZONE A

Sl .No.	Work Components	Estimated Rate of work component	Quantity of work (in Job)	Estimated Total Value (Rs)(excluding PF, ESI, EDLI, Inspection charge, Bonus and GST Charge)
1	2	3	4	5
1	Preparing drawing & design, plotting drawing, printing & compilation of drawing & documents, handling process & technical documents, document movement & distribution	739.78	1805.00	1335302.90
2	Loading, unloading & intra shop movement of raw materials, semi finished & finished materials	698.99	14440.00	10093458.92
3	Preparing manuscript, entering data, report generation & printouts	660.74	361.00	238527.14
4	Handling of 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 guide ways, etc.	690.29	22382.00	15450070.78
5	Steel working by heat treatment & forging process	720.02	1444.00	1039708.88
6	Technological upgradation of in-process materials, processing of blanks. Re-conservation of machines.	704.19	14801.00	10422705.36
7	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.	638.59	44403.00	28355243.18



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8	Metal polishing by metal coating & babbitting process	739.78	1083.00	801181.74
9	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.	739.78	1083.00	801181.74
10	Manual works & Crane assisted works related to Loading, unloading & intra shop movement of raw materials, semi finished & finished materials	730.19	10830.00	7907921.60
11	Preparing manuscript, entering data, report generation & printouts. Record keeping, allied ministerial assistance involving manual works, etc	739.78	361.00	267060.58
12	Arranging, makeup, cleaning & setup of metallic materials & working on them using welding, etc. Manual work related to upkeep of machine, structure, building & ground, etc.	691.06	9747.00	6735805.14
			122740	83448167.96

Total Estimated Value- Eight Crore Thirty Four Lakh Forty Eight Thousand One Hundred Sixty Seven and Ninety Six Paisa Only.

Note - Statutory dues will be extra:

PF – 12%

ESI – 3.25%

Inspection Charge – 0.5%

EDLI – 0.5%

Total = 16.25% over total value (column no 6 above)



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



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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:



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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:



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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



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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.	Clause No.	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:



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.	Integrity Pact (Annexure – G)	
10.	CPF Registration Certificate*	
11.	Labour Licence*	
12.	Insurance Coverage Certificate* (General Insurance Scheme under LIC or EDLI)	
13.	GST Registration Certificate	
14.	Tenderer must declare that he/his organization has not been convicted or blacklisted by any PSU or Govt.	



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15.	PAN No.	
16.	A certified copy of Registration Certificate in case of a Cooperative Society	
17.	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



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work under the said contract and submitted a "NO Demand Certificate" provided always that this guarantee shall in no event remain in force after the date of----- without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us not withstanding that the same is or are enforced after the said date.

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

5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the contractor or to postpone for any time or from time to time any of your rights or powers against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the contractor or by any other variation or modification of the said contract or any other act, matter or things whatsoever, which, under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ----- (Rs.-----) as aforesaid or extend the period of the guarantee beyond the said Date of -----unless expressly agreed to by us in writing in terms of clause 4 hereof.

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

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

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

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

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



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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



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ANNEXURE – G

(TO BE EXECUTED ON NON JUDICIAL STAMP PAPER OF Rs. 100/-)

INTEGRITY PACT

Between

Heavy Engineering Corporation Limited (HEC) hereinafter referred to as “**The Principal**”, And

===== hereinafter referred to as “**The Tenderer/ Contactor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for =====The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Tenderer(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Indian Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Tenderer(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential / additional information through which the Tenderer(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



Section 2 – Commitments of the Tenderer(s)/ contractor(s)

- (1) The Tenderer(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Tenderer(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Tenderer(s)/ Contractor(s) will not enter with other Tenderers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Tenderer(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Tenderer(s)/ Supplier(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Tenderer(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Tenderer(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Contractor"s shall be disclosed by the Tenderer(s)/ Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
 - e. The Tenderer(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Tenderer(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Tenderer(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Tenderer(s)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".



Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Tenderer(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Tenderer declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

Section 6 – Equal treatment of all Tenderers / Contractors / Sub Contractors

- (1) The Tenderer(s)/ Contractor(s) undertake(s) to demand from all sub suppliers a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Tenderers, Contractors and Sub Contractors.
- (3) The Principal will disqualify from the tender process all tenderers who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Tenderer(s) / Contractor(s) / Sub Contractor(s)

If the Principal obtains knowledge of conduct of a Tenderer, Contractor or Sub Contractor, or of an employee or a representative or an associate of a Tenderer, Contractor or Sub Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Indian Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, HEC.



- (3) The Tenderer(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor . The Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub suppliers. The Monitor is under contractual obligation to treat the information and documents of the Tenderer(s)/ Contractor(s)/ Sub Contractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, HEC within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the HEC Board.
- (8) If the Monitor has reported to the Chairman HEC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman HEC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Tenderers 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of HEC.



Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ranchi in the state of Jharkhand in India.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)

(For & On behalf of Tenderer/ Contractor)

(Office Seal)

(Office Seal) Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)



Annexure - H

Instructions for Online Bid Submission

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

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

REGISTRATION

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

SEARCHING FOR TENDER DOCUMENTS

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.



- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

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

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

SUBMISSION OF BIDS

- i) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.



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- iii) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by as specified in the tender documents. The details of the DD / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
- vi) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- viii) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- x) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.



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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
