



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

## OPEN TENDER NOTICE

Tender No. **Tender No: HMBP/CC/PA/NIT/2024-185**

**Dated- 24.05.24**

***Tender No. HMBP/CC/PA/NIT/2024-185, Dated: 24.05.24 for "Open Tender Enquiry for awarding works contract in respect of "Specified intermittent nature of works arising in HMBP of HEC Ltd" 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            | 07.06.24 (upto 1 PM) |
| Techno-commercial Bid Opening date | 08.06.24 (at 3 PM)   |

Prospective Tenderers are advised to get register themselves only on at NIC e-tender portal i.e. <https://etenders.gov.in/eprocure/app>, obtain 'User ID' & 'Password' and go through the 'Self Help files' available in the Home Page after log in to the portal <http://etenders.gov.in>. They should also obtain Class III Digital Signature Certificate (DSC) in parallel which is essentially required for submission of their application. Detailed instructions for online bid submission are attached in **annexure-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/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](http://www.hecltd.com)) & CPP Portal ([www.etenders.gov.in](http://www.etenders.gov.in)) only.**



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INSTRUCTION TO BIDDERS

|    |   |  |
|----|---|--|
| 1  | Tender Reference no   | <b>HMBP/CC/P&amp;A/NIT/2024-***** , Dtd *****</b>  |
| 2  | Cost of Tender Document / Application Fee Non refundable  | Rs 5900.00 in form of DD in favor of Heavy Engineering Corporation Limited, Ranchi   |
| 3  | Mode of tender  | E tender with e price bid (at <a href="http://www.etenders.gov.in">www.etenders.gov.in</a> )   |
| 4  | Type of tender  | Two bid system- Techno-commercial Bid and Price Bid  |
| 5  | Tender issuing authority  | Sri B Kashyap<br>Mgr / I/c P & A / HMBP<br>Heavy Engineering Corporation limited, Plant Plaza Road,<br>Dhurwa, Ranchi – 834004<br>Mob-9471358521   |
| 6  | Contact person for submission of Bid  | Sri Ramjee<br>DGM ACD / HMBP<br>Heavy Engineering Corporation limited, Plant Plaza Road,<br>Dhurwa, Ranchi – 834004<br>Mob- 7547878968 / 771779556 |
| 7  | Date from tender available at <a href="http://www.hecltd.com">www.hecltd.com</a> and <a href="http://www.etenders.gov.in">www.etenders.gov.in</a> | 24.05.24   |
| 8  | Start of online submission of online tender   | 24.05.24   |
| 9  | Last date of submission of online tender  | 07.06.24 upto 1 PM   |
| 10 | Closing date of receipt of original copy of EMD and Tender document fee (Application fee)   | Within 1 week from the date of opening of techno-commercial bid.   |
| 11 | Earnest Money Deposit (to be submitted in the form of DD / BG   | Rs 3,00,000/- 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   | 6 Months from the date of issue of work order to successful bidder.<br>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.5000.00 + 18% GST = Rs 5900.00** (Rupees Five Thousand Nine Hundred 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 Paper.
- iii. Documents listed at Paragraph II & III of NIT.
- iv. Annexure A, B, C, D, E 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/PA/NIT/2024-185**

**Dated- 24.05.24**

**Sub: Open Tender Enquiry for awarding works contract in respect of “Specified intermittent nature of works arising in HMBP of HEC Ltd”.**

Online Tenders through [www.etender.gov.in](http://www.etender.gov.in) is invited from the eligible tenderers for **awarding works contract in respect of “Specified intermittent nature of works arising in HMBP”**. 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 & HMBP 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 service related works in HMBP.** The details of the tender are given below:

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

| SI No | Criteria   | Value in Lakh |
|-------|--|---------------|
| 1     | Average annual financial turnover of three years (FY 20-21, 21-22 & 22-23), should be at least the amount given in value column. (PI attach documents). As per clause III, 1 (e).  | 51.91         |
| 2     | <b>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) :</b> | 69.21         |
|       | a) three similar completed works each costing not less than OR   |               |
|       | b) two similar completed works each costing not less than OR   | 86.52         |
|       | c) one similar completed work each costing not less than   | 138.43        |

**“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.



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**(III) 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) above, i.e.
    - i) Annual Income Tax Returns pertaining to the required financial years. Audited balance sheet and P & L statement of three years (20-21, 21-22 & 22-23) / CA certificate for turnover as applicable as per provision of Income Tax.
    - 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](http://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)] 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.



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Format for submitting the details of work-experience

| Sl. No | Name & Address of the Establishment | Value of Work order | Period of Contract | No of workmen deployed by the Contractor in the Establishment | 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.
3. Corporation reserve the right to ask for any document in original which may be required for evaluation/ Clarification / Verification of the techno-commercial bid.
4. Submission of any document after opening of bid shall not be allowed unless asked for in writing.
5. Copy of NIT duly signed and stamped by tenderer is to be submitted as an acceptance of all terms and conditions as per NIT. Any deviation in NIT terms is to be mentioned clearly in Annexure B only.
6. Conditional offer in techno-commercial bid will be liable for rejection.
7. Conditional offer in price bid shall be straight away rejected.
8. For evaluation of techno-commercial / price bid and for execution of contract, the Corporation shall be guided by the General Conditions of Contract of HEC as in force at that point of time.
9. Requirement and mode of depositing Non-Refundable Application Fee (Cost of tender paper)
- The Application Fee (non-refundable) is **Rs.5000/- + 18% GST = Rs 5900.00** 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](http://www.hecltd.com) (Central Public Procurement Portal - [www.etenders.gov.in](http://www.etenders.gov.in)).
10. Requirement and mode of depositing Earnest Money (EMD)
- a) The Earnest money payable is **Rs 3,00,000/-** 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.
- b) No interest shall be payable on Earnest Money deposit.
- c) 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.
- d) If the successful bidder fails to execute the contract agreement, then the Earnest Money amount will be forfeited.
11. Exemption in submission of Cost of tender paper (Application fee) and EMD



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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. (such as MSME Certificate / NSIC Certificate / Udyam Certificates etc)

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](http://www.etenders.gov.in) during submission of offer only.

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

**(IV) 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](http://www.etenders.gov.in)) :

| <b>COVER- I Techno-commercial Bid</b>   | <b>COVER – II titled Price Bid</b> |
|---|------------------------------------|
| Documents:<br>a) Reference of Application Fee<br>b) Reference of Earnest Money Deposit<br>c) Documents listed at paragraph II (A) & (B)<br>d) Annexure A, B, C, D & E duly filled and signed.<br>e) Tender documents duly signed by the Bidder with date & seal on each page<br>f) Copy of Permanent Account Number (PAN) in the name of the company/proprietor of the firm.<br>g) Copy of GST registration certificate.<br>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.

**(V) Date, time and Place of opening of bids**

Techno-commercial Bid will be opened on **08.06.24 at 3 PM** at CPP portal [www.etenders.gov.in](http://www.etenders.gov.in)

**(VI) Duration of contract :**

1. The contract will be for a **period of Six Months from the date of issuance of the Initial Work Order.**
2. The contract may be extended for further for a period of 6 months at the discretion of the management subject to satisfactory performance of work and acceptance of the contractor.



**(VII) 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 Unit Rates of 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 quantity/ volume of work of HMBP, Supply of required materials are given in column (2) & (3) respectively in the table at **Appendix-I**. The tender quantities may increase or decrease as per requirements.
4. L1 will be decided based on the total price of work including supply of items. i.e. on total package basis.
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.





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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's supervisor 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 Supervisor as well as 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. Deploy appropriate Manpower.
2. The contractor will avail the inputs provided by the company. The coordination with concerned agency is the responsibility of the contractor/contractor's supervisor.
3. Register is to be maintained depicting work assigned and work completed by contractor. The same should be duly signed jointly by representative of executing shop/deptt and contractor.
4. The contractor will be responsible for keeping all surrounding areas clean.
5. The workers to be deployed by the contract will be verified by concerned executing department and after due verification, the contractor 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.
6. The Contractor will submit verification of conduct / integrity of his workers and supervisors within 15 days from the date of commencement of the work.
7. The Contractor will maintain attendance register for marking of attendance of his labours and submit monthly attendance data sheets to the respective Work Site.
8. The contractor will grant leave to his labours as per law.
9. 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



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will make its own arrangements for fund to pay his workmen on or before 10<sup>th</sup> day of every month even if payment by Corporation has not been made to them.

10. 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.
11. 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.
12. 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.
13. The Contractor should depute one supervisor who will 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 supervisor / representative shall be binding on the Contractor.
14. 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. Safety rules to be followed and safety appliance and PPE as per Industrial Safety Norms of HEC is to be provided by the contractor.
15. 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.
16. 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.
17. Statutory rules like PF deduction, group insurance, bonus etc. for the man power employed by contractor is to be followed and paid by Contractor.



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18. Contractors who have been awarded works contracts should have EPF code number. In case the contractor has his own EPF Code given by RPFC, then in that case he should deposit the contribution of his workmen against their UAN no every month and will submit a copy of the challan in this regards along with his bills to the concerned finance deptt.

19. Contractor has to ensure that the workers engaged by him are paid in accordance with latest minimum wages act of the Government. Minimum wage is taken as per HEC Order No Hq/IR/CLA/1/2011-145 Dt 27.07.2011 and Dearness Allowance Order dt 05.07.2023.

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 is to be effected from time to time based on notification in this regard issued by HEC. In case decrease in Minimum Wages due to decrease in VDA, the higher minimum wages last paid shall be protected.

20. The sample breakup of the wages to be rendered under contract is as under

| SI | Items   | Category-I    | Category-II   | Category-III  | Category-IV<br>A      | Category-IV B         | Category-V    |
|----|---|---------------|---------------|---------------|-----------------------|-----------------------|---------------|
|    |   | Unskilled     | Semi Skilled  | Skilled       | Highly<br>Skilled (A) | Highly Skilled<br>(B) | Super Skilled |
|    | <b>Total Min.<br/>wages &amp; VDA<br/>per day</b> | <b>562.21</b> | <b>599.97</b> | <b>616.75</b> | <b>683.88</b>         | <b>738.42</b>         | <b>765.69</b> |

**(VIII) Instructions to the Bidder for quoting Price :**

1. Bidders shall only quote 'Total Amount' in the price bid as per portal format. Any other entry elsewhere in the price bid shall be treated as Null and Void. The Bidder has to quoted total amount considering the minimum wages of workers, their statutory dues (like PF, ESI, Admin Charge on PF, EDLI etc), Bonus, contractor's profit, any other financing charges and any other charges if applicable excluding GST.
2. The above mentioned 'Total amount' is for the entire Bill of Quantity (BOQ) (schedule of quantity) including supply portion given in appendix I of the NIT.
3. HEC has pre-fixed the weightages for the amount of individual items (works items) of Bill of Quantity with respect to the 'Total Amount' in appendix considering minimum deployment of workers for smooth running of work site. For supply items, the firm have to quote total value (excluding GST) for total items.
4. Based on the pre-fixed weightages, the amount for the individual items of the Bill of Quantity shall be arrived at. This amount shall be rounded off to the nearest rupee.
5. Based on the quantities of individual item and the amount arrived in Sl. No: 4 above, unit rate of individual items shall be derived. This unit rate shall be rounded off to four decimal



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- places.
6. Bidders to note that this is an item rate contract. Payment shall be made for the actual quantities of work executed at the unit rate arrived at as per Sl. No. 5 above and for supply items payment will be made as per rate mentioned in work order subject to maximum value of MRP.
  7. The tender will remain valid for 90 days from the date of opening of techno-commercial bid.
  8. 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.

**(I) Taxes and duties applicable:**

1. All taxes excluding GST (as specified elsewhere in the tender) but including Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the job and for execution of the contract shall be borne by successful bidder and shall not be payable extra by HECL. Any increase of above at any stage during execution of contract, including extension of the contract shall have to be borne by successful bidder. Bidder's quoted/accepted rates/price shall be inclusive of all such requirements.
2. GST along with Cess (if applicable) legally leviable & payable by successful bidder as per GST Law shall be paid by HECL, extra. Hence, bidder shall not include GST along with Cess (as applicable) in their quoted rates/ price.
3. TDS shall be deducted as applicable.

**(II) 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.

**(III) Payment terms :**

1. Payment will be made on running account bill on satisfactory completion of work in a particular period after verifying the claims submitted by the contractor for the said period. 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 running bills alongwith following documents 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 & HMBP) for making payment accordingly.

Contractor has to submit his bills in triplicate along with following documents to I/c P & A duly verified and approved by Executing Authority.

- a) Running Account bill
- b) GST Invoice



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- c) Measurement book
  - d) EPF payment compliance
  - e) Wage Sheet with bank payment statement.
  - f) ESI Payment challan
3. GST will be reimbursed on submission of GST Challan.
  4. The payments will be made to the contractor through Account Payee Cheques or through net banking/ RTGS etc.
  5. Payment will be made within 60 days after submission of appropriate invoice along with all other required supporting documents to HECL as mentioned above
  6. The final bill is to be submitted along with all necessary documents as per clause no XI-2 including work completion certificate issued by Executing authority/respective Zone I/c.

**(IV) 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%** 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.

**(V) 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.

**(VI) 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.

**(VII) 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 except supply materials as mentioned in appendix I, required for performing the works shall be provided by the respective executing Officer besides electricity, compressed air, electrodes, consumables, water etc free of cost. Material mentioned in schedule of quantity (appendix I) is to be supplied by successful bidder.
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



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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](http://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 provisions of Arbitration and Conciliation Act, 1996 (as amended from time to time) shall apply to the arbitration proceedings.

#### 14. ARBITRATION

Any dispute that arising between the parties out of or in-connection with this order/purchase order or for the breach thereof, shall be settled amicably and in good faith by negotiations between the authorized /designated executives of the parties, at the first instance.

In the event, the parties fail to resolve the disputes or differences arising out of or in connection with the order/purchase order or execution thereof through amicable settlement, the same shall be referred to settlement through "adjudication" of the same by the Single Arbitrator, jointly nominated by both the parties by mutual consent. Such arbitration shall proceed as per the provisions of Arbitration and Conciliation Act, 1996 and/or amended from time to time.

The arbitration shall be governed by and in accordance with the Arbitration and Conciliation Act, 1996 for adjudication of the disputes and differences including claims and counter-claims of the parties. The award rendered shall be final and binding upon both the parties.



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The cost of the arbitration proceedings shall be borne by both the parties equally.

The venue of arbitration shall be normally at Ranchi only, unless and until agreed otherwise by the parties.

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. **Integrity Pact**: Not Applicable
20. 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





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**SPECIAL NOTE**

1. The successful bidder shall be exclusively responsible for all such personnel engaged on the works for such matters as payment of salary, wages, bonus and compensation in event of death and accident. No claim on this account shall be claimable by successful bidder from HEC nor it shall be payable to them.
2. No Deviation with respect to tender clauses and no additional clauses/ suggestions/ in Techno-commercial bid/ Price bid shall be considered by HECL. However in case of any deviation indicated in the prescribed format shall call for necessary Loading for evaluation.
3. HECL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. HECL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also HECL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD, as applicable). However, HECL may communicate rejection to the unsuccessful bidder after award of work and acceptance by the successful bidder.
4. Since the job shall be executed at the HEC premises, bidders must visit HEC work area and study the facilities available, availability of resources, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions. No additional claim shall be entertained by HECL in future, on account of non-acquaintance of above.
5. For any clarification on the tender document, the bidder may seek the same in writing, through e-mail within the scheduled date for seeking clarification, from the office of the undersigned. HECL shall not be responsible for receipt of queries after due date of seeking clarification due to any delay. Any clarification / query received after last date for seeking clarification may not be normally entertained by HECL and no time extension will be given.
6. The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. HECL reserves the right not to consider offers of parties under HOLD. HECL's decision in this regard shall be final & binding.
7. On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
8. The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
9. The bidder shall submit documents in support of possession of 'Qualifying Requirements'



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duly self-certified and stamped/ digitally signed (as applicable) by the authorized signatory and indexed. In case HECL requires any other documents/proofs, these shall be submitted immediately.

10. The bidder may have to produce original document for verification if so decided by HECL.
11. Integrity commitment, performance of the contract and punitive action thereof:
- a) Commitment by HECL: HECL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. HECL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

- b) Commitment by Bidder/ Supplier/ Contractor:

The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ HECL.

The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to HECL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post- execution stage includes in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extant guidelines of the company available on [www.HECL.com](http://www.HECL.com) and/ or under applicable legal provisions.

12. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on HECL Website ([www.hecltd.com](http://www.hecltd.com)).
13. It may please be noted that applicable Guidelines/Rules in respect of Suspension of business dealings, Vendor Evaluation formats, quality, safety and HSE guidelines, standard T&P hire charges of HECL etc. may undergo change from time to time and the latest one shall be followed. Latest applicable "Guidelines for Vendor Evaluation" is web based, quality, safety & HSE"; standard T&P hire charges shall be available at site and shall be given to the successful vendors/ subcontractors during execution.
14. Bidders are requested to note that the accepted / agreed tender terms (technical,



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commercial) in their original offer can not be altered / withdrawn by their own during the processing of tender.

15. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants /service providers shall strictly adhere to HECL Fraud Prevention Policy displayed on HECL website <http://www.hecltd.com> and shall immediately bring to the notice of HECL management about any fraud or suspected fraud as soon as it comes to their notice.

**16. Rights of HECL:**

To withdraw any portion of work and/or to restrict / alter the quantum of work as indicated in the contract during the progress of work and get it done through other agency and/or by departmental labour to suit HECL's commitment to its customer or in case HECL decides to advance the date of completion due to other emergency reasons / HECL's obligation to its customer.

To terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 15 days' by HECL in any of the following cases:

- i) Contractor's poor progress of the work vis-à-vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available (#) period considering its performance of execution.
- ii) Withdrawal from or abandonment of the work by contractor before completion of the work as per contract.
- iii) Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor.
- iv) Termination of Contract on account of any other reason (s) attributable to Contractor.
- v) Assignment, transfer, subletting of Contract without HECL's written permission.
- vi) Non-compliance to any contractual condition or any other default attributable to Contractor.
- vii) In-case inputs from HECL/Customer are likely to be delayed or are actually delayed, this delay may also be taken into account while considering balance period available for execution of Contract.

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.



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Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

**NOTE:** In-case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

**LD against delay in executed work in case of Termination of Contract:**

LD against delay in executed work shall be calculated in line with LD clause as per GCC/SCC/TCC/Special note/any other annexure of tender document (in compliance with order of precedence), for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

**Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor**

Following sequence shall be applicable for recoveries from contractor:

- a) Dues available in the form of Bills payable to contractor, SD, BGs against the same contract.
- b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.
- c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:
  - i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.
  - ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.
  - iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

To terminate the contract or to restrict the quantum of work and pay for the portion of work executed in case HECL's contract with their customers are terminated for any reason.

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P & A / HMBP



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Appendix-I

**Schedule of work component, quantity and weightage  
HEAVY MACHINE BUILDING PLANT (HMBP) -**

| Sl. No | Work Components  | Quantity of work (Jobs/units) | % weightage |
|--------|--|-------------------------------|-------------|
| 1      | 2  | 3                             | 4           |
| 1      | 1 Assistance in Design and 3D & 2D modeling using software, plotting drawing related works.<br>2 Assistance in Part modeling using 3D – Solid edge software & scanning of old document.<br>3 Assistance in conversion of Tracing to 2D – CAD Drawings & Assistance in ISO file maintaing<br>4 File movement, Planning work and office cleaning | 1200                          | 0.064662    |
| 2      | 1. Loading and unloading of different materials.<br>2. Record keeping of issue of vouchers and other work in computer/ledger.<br>3. Movement of oxygen cylinders to different Shops and FFP.<br>4. Assistance in office related works.   | 1050                          | 0.050441    |
| 3      | 1. Cleaning of toilets and floor in Admin Building/HMBP & RPD Build.<br>2. File and letter movement.<br>3. Caretaking and Building opening and closing.<br>4. Assistance in record keeping of files and computer related works   | 1650                          | 0.081529    |
| 4      | 1. Dressing, upkeep, allied manual work in First Aid Post<br>2. Assisting in ensuring Safety and Fire prevention norms.  | 750                           | 0.036036    |
| 5      | 1. Assistance in Testing of samples ferrous/ non-ferrous, water, air pollution, fuel, lubricants, etc in Central Processing Laboratory<br>2. File record keeping and office cleaning.  | 750                           | 0.039280    |
| 6      | Catering works, serving of foods/refreshments, making tea/coffee, assist in activities for smooth running of offices and guest house and housekeeping work   | 450                           | 0.019330    |



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|                           |  |              |                 |
|---------------------------|--|--------------|-----------------|
| 7                         | <ol style="list-style-type: none"> <li>1. Collections of materials from main stores and place the tools at their designated place.</li> <li>2. Provide assistance in making available tools and cutters for the m/c shop.</li> <li>3. Cleaning and dressing of tools and cutter</li> <li>4. Inter shop movement of tools, cutter and Jigs, templet as per shop requirement.</li> </ol>   | <b>1650</b>  | 0.083669        |
| 8                         | <ol style="list-style-type: none"> <li>1. Entering data, report generation, printouts , photocopy, Data punching, assistance in file management.</li> <li>2. File and letter movement and office cleaning., assistance in file binding etc.</li> <li>3. Assistance in making gate passes for items.</li> <li>4. Assistance in maintaining records and files..</li> <li>5. Assistance in Challan preparation, MIS report generation</li> <li>6. Ammonia printing from tracing, Normal Printing, Compile for shop release and Archive and Library Attender.</li> <li>7. Printing, compilation &amp; dispatch of drawings and documents</li> <li>8. Assistance in Routing &amp; Blanking of drawing documents.</li> <li>9. Assistance in Drafting of Jig &amp; Tool Drawings.</li> <li>10. Any other service required by HEC for proper discharge of related Services job.</li> </ol> | <b>12000</b> | 0.625054        |
| <b>Total Zone Service</b> |  | <b>19500</b> | <b>1.000000</b> |

**Supply items**

| SINo | Items                   | Qty     |                |
|------|-------------------------|---------|----------------|
| 1    | Phenol                  | 100 Ltr | } <b>1 LOT</b> |
| 2    | Naphthalene Ball        | 10 Kg   |                |
| 3    | Washing Powder (100 gm) | 50      |                |
| 4    | Harpic                  | 4 Ltr   |                |
| 5    | Bleaching Powder        | 10 kg   |                |
| 6    | Nariyal Jharu           | 10 No   |                |
|      |                         |         |                |



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**Un Price Bid**

| <b><u>SI No</u></b> | <b><u>Work Description</u></b>  | <b><u>Qty</u></b><br><b><u>(jobs/Units)</u></b> | <b><u>Total amount (In</u></b><br><b><u>Rs)</u></b> |
|---------------------|---|---|---|
| <b>1</b>            | Specified intermittent nature of works arising in HMBP, as per Appendix I of NIT. | 19500   | *****   |
| <b>2</b>            | Supply of misc items as per Appendix I of NIT                                     | 1 lot   | *****   |
|                     | <b>TOTAL BOQ VALUE</b>  |   | <b>*****</b>  |

1. Total should be excluding of GST, All taxes and duties as per applicable.
2. Prices are to be indicated in both figures and words. In case the prices indicated in words and figures are different, the values indicated in words will be taken into consideration.
3. L1 shall be decided based on te total cost of both parts of works and supply taken together.
4. Quantity of supply materials are for complete work i.e. for 6 months. Delivery schedule for supply items (materials ) will be on monthly basis or as instructed by executing aurhtrority.
5. Total amount to be quoted considering the minimum deployment of manpower as stated below for smooth running of work site.

| <b>Category of workers</b>      | <b>C-I</b>       | <b>C-II</b>         | <b>C-III</b>   | <b>C-IVA</b>              | <b>C-IVB</b>              | <b>C-V</b>           | <b>Total</b> |
|---------------------------------|------------------|---------------------|----------------|---------------------------|---------------------------|----------------------|--------------|
|                                 | <b>Unskilled</b> | <b>Semi Skilled</b> | <b>Skilled</b> | <b>Highly Skilled (A)</b> | <b>Highly Skilled (B)</b> | <b>Super Skilled</b> |              |
| <b>No of minimum deployment</b> | <b>1</b>         | <b>15</b>           | <b>25</b>      | <b>24</b>                 | <b>0</b>                  | <b>65</b>            | <b>130</b>   |



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## APPENDIX-II

### 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 P & A / HMBP for obtaining photo gate pass of his labours with approval of competent authority. 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 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**
  - vi) Register of Accidents as per Factories Rules 1950





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vii) Registers relating to PF, ESI, Bonus, etc.

1.6 The Contractor shall be under obligation to send the returns to the Licencing Officer and other competent authorities as are required under different provisions of Law.

## 2.0 ACCIDENT/INSURANCE

2.1. The contractor must inform about occurrence of any accident involving his labours to the Safety Officer and also his Controlling Deptt as well as Contract Cell immediately after the occurrence. The Contractor shall be liable to arrange prompt medical attendance and care of the injured labours and also shall be liable to make payment of compensation as per the Employees' Compensation Act, 1923. All expenses on this account shall be strictly born by the Contractor. However, first aid in the Plant/ First Aid Post and Ambulance shall be provided to the Contractor's Workmen.

2.2. The Corporation shall not bear any responsibility for payment of compensation/medical expenses in case of accidents/ death of his labours.

## 3.0 SAFETY & HEALTH

3.1. The contractor will ascertain the nature and types of Personal Protective Equipments [PPEs] to be provided to his labours from the Executing Authority / Controlling Officer or In-charge of Safety Dept/ HMBP before beginning of the contract / work. In case of failure of the contractor to supply the PPE to his workmen the same shall be supplied by the Corporation at the cost of Contractor and such costs will be recovered from the bill of Contractor.

3.2. During working hours, wearing loose clothes, smoking, spitting and gossiping and entering inside the plant in an intoxicated condition is strictly prohibited and it is the responsibility of the Contractor to ensure that his workers abide by the same.

3.3. The Contractors shall provide maternity benefits to female workers as per the provision of the Maternity Benefits Act, 1961.

3.4. The contractor shall have to get their workman examined by a registered medical practitioner, preferably by HEC Plant Hospital at his own cost. There are two types of medical examination i.e. (i) pre-employment medical examination and (ii) periodical medical examination. The examination reports shall have to be submitted to the Contract Cell in the prescribed format to HMBP/HEC. The medical examination will include X-ray of chest, and alimentary canal (Rectum and bacteriological exam of faces/urine) test and Routine blood examination besides other tests.

3.5. If contractor fails to do so, a penalty medical examination shall be done by the Corporation at the cost of the contractor.

Signature of Tenderer.

Name:

Date:

Seal:



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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<br><br>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<br><br>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:



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**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:

| Sl  | Documents required as enclosures   | Particulars of documents |
|-----|--|--------------------------|
| 1.  | Demand Draft / BG towards Earnest Money  |                          |
| 2.  | Demand Draft towards Application fee for tender  |                          |
| 3.  | Income tax returns pertaining to 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.  | MSME/SSI/NSIC Unit (if applicable)<br>SC/ST Entrepreneur (if applicable)   |                          |
| 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.   |                          |
| 15. | PAN No.  |                          |



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|     |  |  |
|-----|--|--|
| 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



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

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

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

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

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

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

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

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



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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



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## **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.



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- 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



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in the tender document.

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



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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/eprocure/app?page=FAQFrontEnd&service=page>

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

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