

**TENDER DOCUMENT ISSUED/DOWNLOADED DETAILS**

**Name of work:**

**“Valuation of HMTP Admin Building & its surrounding open space”**

**Tender Notice No:**

TA/REV/LM/VOP/VC/22-23/2023- **63**

Dated:- 06.09.2023

**Tender Document issued to:**

Against deposit of cost of application fee vide CR No -----

Dated\_\_-----

OR

DOWNLOADED FROM WEBSITE BY

(Name of the Party with Address)

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Against deposit of cost of application fee for down loading the Tender Document, vide Demand Draft/BC/PO

No.\_----- Date\_\_----- for Rs.----- Drawn on  
\_-----Bank, payable at ----- in favour of  
Heavy Engineering Corporation Limited Ranchi-834004. Refer **Annexure-E-4.**

## LETTER SUBMITTING TENDER

To  
**Chief of Township,**  
TA Division, Head Quarter, HEC Ltd,  
Plant Plaza Road, PO-Dhurwa,  
Ranchi, Jharkhand-834004

Dear Sir,

This has reference to the tender invited by you for **“Valuation of HMTP Admin Building & its surrounding open space”**.

I/We do hereby offer to execute the work under contract at the respective rate mentioned in the Work Order. I/We have seen the site and read the articles of agreement, conditions of contract, specifications and special clauses forming part of the Work Order (refer **Annexure-D** given hereinafter). I/We agree to execute the whole of the works from the date of getting possession of the site or order to start work.

I/We have deposited as application fee Rs..... (Rupees ..... ) by a Demand Draft issued on ... / ... /2023 Date) ..... (Bank name) in favour of “Heavy Engineering Corporation Limited, Ranchi-834004” payable at Ranchi

I/We understand that Heavy Engineering Corporation Limited (HEC Ltd) is not bound to accept the lowest or any tender that is received by HEC Ltd.

Yours faithfully,

Signature of the Bidder:

Name:

Date:

Seal:



हेवी इंजीनियरिंग कॉर्पोरेशन लिमिटेड  
**HEAVY ENGINEERING CORPORATION LIMITED**  
Town Administration Division

**NOTICE INVITING TENDER (NIT)**

Tender No: TA/REV/LM/VOP/VC/22-23/2023- 63

Dated-06.09.2023

**Sub: Open Tender Notice for “Valuation of HMTP Admin Building & its surrounding open space”**

Sealed tenders are invited from the eligible Bidders for assessing “**Valuation of HMTP Admin Building & its surrounding open space**”.

**(I) Introduction:**

HEC was established in the year 1958 as one of the largest Integrated Engineering Complex in India. It manufactures and supplies capital equipment, machineries and renders project execution required for core sector industries. It has 4052 Acres (approx.) of land including three Plants - HMBP, FFP & HMTP with Corporate Headquarter, Project Division and Residential Township. A need has come up for valuation of various land parcels and premises of HEC. As per section-247 of the Companies Act, where a valuation is required to be made in respect of any property or any other assets by a person having such qualification and experience and registered as a valuer, this open tender is issued.

**Selection Procedure:**

The selection of the Bidder will be made on the basis of the fulfillment of qualifying criteria. The Bidder who will quote lowest rate i.e. L1 Bidder for the listed site, amongst the suitable offers based on the evaluation, will be considered. Selection will be made exclusively in respect entire gamut of sites.

Against open advertisement a registered valuer will apply having valid Certificate in prescribed Form-C and whereas Valuation Professional Organization having valid Certificate in prescribed Form-E as prescribed in Companies (Registered Valuers and Valuation) Rules 2017. Such applicants will quote their rate expressed in terms of Rupees for Valuation. The lowest quoted rate will be ranked as first and the successive descending ranking will so go on. A panel will be made of such Registered Valuer/Recognized Valuation Professional Organization. The panel will remain valid for three years from the date of notification. If the panel is having more than one successful applicant, the roster for allotting such work will be maintained in the department. The details of the tender are given below:

**(II) Eligibility and Qualifying criteria:**

**(A) Pre-qualification criteria:**

1. The bidder should currently be a competent registered Valuer. He should be registered in compliance with provision of Section 247 of the Companies Act

– 2013 and the Rules framed therein, i.e., Companies (Registered Valuers and Valuation) Rules, 2017 and also any other relevant Government mandated rules & regulations and any other registration requirements applicable to undertake the valuation of immovable properties.

As per section-247 of the Companies Act and Companies (Registered Valuers and Valuation) Rules 2017, the Certificate of Registration of Valuer and the Certification of Recognition of Valuation Professional Organization should be issued by the Registration Authority. As provided in the said Rules 2017, the Registration Authority provides the Certificate of Registration of Valuer in prescribed Form-C of Schedule-II as mentioned in Rule-7(6) and the Certificate of Recognition of Valuation Professional Organization in prescribed Form-E of Schedule-II as mentioned in its Rule-13(5) to those applicants who fulfil the eligibility as stated in Rule-5/Rule-12, Qualification and experience as stated in Rule-6, conditions of registration as stated in Rule-9 and whereas conditions of recognition as stated in Rule-15.

2. The competent registered Valuer should have an experience of doing at least one asset valuation assignment given/awarded by Ministries / Government Departments / Public Sector Undertakings of Government (State/Central) / Public Sector Undertakings Bank / Govt Autonomous body during the period of last 05-years.

Or

The competent registered Valuer should be empanelled with Ministries / Government Departments / Public Sector Undertakings of Government (State/Central) / Public Sector Undertakings Bank / Govt. Autonomous body and should have valued property/assets assignment of at least one of such Government organisation.

3. The Valuer must have a professionally qualified team to carry out valuation of assets. At least one member of the team should be competent registered Valuer under Companies (Registered Valuers and Valuation) Rules, 2017.

**(B) Evaluation criteria of Bids:**

1. Technical Evaluation shall be considered on the basis of the following documents:
  - a) Bidder's profile (refer **Annexure-A** given hereinafter)
  - b) Declaration of relationship (refer **Annexure-B** given hereinafter).
  - c) Copy of Registration Certificate of the bidding Valuation Organization (Business-concerns), or Company Certificate of Registration, or Registered Valuers /Proprietorship Business-concern registration, or Partnership registration, or Society Registration Certificate.
  - d) An undertaking to the effect that the Registration Certificate will remain valid, without interruption, during currency of the contract agreement attaching a copy speaking as Registered Valuers or as Registered and Recognized Valuation Professional Organization. (Read with Clause-(II)(A)(1) above and **Annexure-E-3**)
  - e) Copy of Power of Attorney/Authorization letter issued by the Business Concern (i.e. Registered and Recognized Valuation Professional

Organization) for signing of application, which is made as mentioned at **Annexure-F**. If a Registered Valuer is himself participating in the bidding, then there is no need to submit copy of such document regarding Power of Attorney/Authorization letter issued by the Business Concern (i.e. Registered and Recognized Valuation Professional Organization).

- f) Pre-qualification criteria as mentioned above, for instance, to satisfy the Clause-II(A)(1) the requisite documents are Certificate of Registration of Valuer and the Certificate of Recognition of Valuation Professional Organization.
- g) Earnest Money Deposit (EMD). (Read with Clause-(II)(C)(1))
- h) Cost of Tender documents. (Read with Clause-(II)(C)(1))
- i) Bidding Business-concern / Company / Proprietorship Business-concern / Partnership firm / Society will submit a copy of their PAN card related to Income Tax.
- j) GST No. (Copy to be attached).
- k) No Black Listing Certificate (Any Bidder which has been black listed, by the Central Government/ any State Government / any UT, or by any entity controlled by these, from participating in any project (BOT or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit a Bid. Undertaking to be submitted by the authorized signatory as per the form mentioned in **Annexure-H**).
- l) The Bidders who are registered as Micro/Small/Medium Enterprises with the prescribed authority under Micro, Small and Medium Enterprises Development Act, 2006, are required to submit a copy of the registration certificate with MSME and indicate twelve digits Entrepreneur Memorandum Number alongwith the techno-commercial bid (Part-I). In case such details are not provided by any Bidder, it will be presumed that the Bidder is not a Micro, Small and Medium Enterprise as per the provision of Micro, Small and Medium Enterprises Development Act, 2006 and consequently they are not eligible to the benefits admissible under the Act.

## 2. **Work Experience:**

Technical Evaluation shall be considered on the basis of the experience a Bidder has gained by having completed valuation assignments as defined in Clause-(II)(A)(2). The Bidder will submit Copy of Certificates for Work Experience in the manner as mentioned in **Annexure-G**.

Registered Valuers / Registered and Recognized Valuation Professional Organizations should submit information about their successful accomplishment of valuation assessment assignment awarded by any Government organization as an experience in the appropriate columns of the tabulation as mentioned in **Annexure-G**.

## 3. **Other Conditions:**

- a) A copy of Partnership deed/Memorandum of Association is to be submitted, if applicable.
- b) HEC reserve the right to ask for any document in original which may be required for evaluation/Clarification/Verification of the technical bid.

- c) Submission of any document after opening of bid shall not be allowed unless asked for in writing.
- d) Conditional offer in technical bid will be liable for rejection.
- e) Conditional offer in price bid shall be straight away rejected.
- f) For evaluation of technical/price bid and for execution of contract, the Corporation shall be guided by the GCC as in force at that point of time.
- g) Every Bidder will have to submit a declaration in support of the authenticity of the credentials submitted by him along with the Tender in the form of an AFFIDAVIT as per the format provided at **ANNEXURE –E-1**.

**(C) Requirement and mode of depositing Earnest Money (EMD) & Non-Refundable Application Fee for each Site:**

1. The amount of the EMD and Tender cost document/Application Fee are as under: [Read with Clause-(II)(B)(1)(g) and Clause-(II)(B)(1)(h)]

Tender cost document/Application Fee (Non-Refundable)	Rs 100/- and Rs 18/- (As GST)
EMD	Rs NIL

2. The Bidder shall download Tender Documents from our website [www.hecltd.com](http://www.hecltd.com) (Central Public Procurement Portal under Tender Section).
3. The Application Fee as given in the Table above shall be payable in the form of a Demand Draft (DD) issued by any schedule bank drawn in favor of “Heavy Engineering Corporation Ltd” payable at Ranchi.
4. The DD of the Application Fee and the DD/ BG of EMD shall be submitted with the Bid. The tender without application fee and earnest money shall be rejected.

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

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

<b>COVER – I titled Technical Bid</b>	<b>COVER – II titled Price Bid</b>
Documents: a) Application Fee b) Documents listed at Clause-II(B) c) Tender documents (from page no.- <b>01 to 29</b> having signature of Bidder with date on each page)	Price Bid and Rate Analysis. (pageno. <b>27 to 29</b> of the tender document having signature of Bidder with date on each page)

- B. The tender without application fee shall be rejected.
- C. Separate sealed Cover–I and Cover–II with the above details shall be submitted in a sealed envelope containing these two sealed covers and the sealed envelope shall be superscripted as **Valuation of HMTP Admin Building & its surrounding open space**. The “Tender No.”, “Bid Opening Date”, “Bid Opening Time”, “Name of

**Bidder and his Address”** shall also be categorically mentioned on the sealed envelope, addressed to:

**Chief of Township, TA Division, Headquarter Building,  
Heavy Engineering Corporation Limited,  
Plant Plaza Road, Dhurwa,  
Ranchi– 834004.**

- D. **Tenders will be received** in the office of **Chief of Township, TA Division, HEC Ltd on or before 01:00 PM. of 21.09.2023.** The Bidder has the option of sending the bid by the registered post/courier or to submit the bid in person so as to make it reach here by the date and time as specified above. Tender bids shall be dropped in the Tender Box placed at the aforesaid office for this purpose or handed over to the aforesaid office on proper receipt issued by the Receiving officer.
- E. Tenders received by post/courier shall be considered as valid if these are received before due date and time specified for submission. In such case, the date and time of its receipt may be mentioned on the envelope and got certified by the delivery personnel of the post office/courier as well as by the receiver of the office of **Chief of Township, TA Division, HEC Ltd.** Late tenders shall not be considered and opened.

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

Bids will be opened on **21.09.2023** in the aforesaid office **at 04:00 PM.** All willing Bidders or their authorized representative may be present at the time of opening of tender.

**(V) Duration of contract:**

- A. The contract will be for a **period of 07-working days from the date of issue of the Work order.**
- B. A panel will be made of such Registered Valuer/Recognized Valuation Professional Organization. The panel will remain valid for three years from the date of notification. If the panel is having more than one successful applicant, the roster for allotting such work will be maintained in the department.

**(VI) Description of the scope of work and responsibility:**

- A. The competent registered Valuer will do the valuation of HMTP Admin Building & its surrounding open space as per details given below:

a. **Main Building :-**

1. Ground Floor built up area : 33,640 sq.ft.
2. First Floor built up area : 240x52 = 12480 sq.ft.
3. Second Floor built up area : 240x52 =12480 sq.ft.
4. Third Floor built up area : 240x52 =12480 sq.ft.
5. Fourth Floor built up area : 160x23 =3680 sq.ft.

Total built up area a) to e) = 74,760 sq.ft.

b. Total open area :-60,186 sq.ft

- B. The competent registered valuer shall provide his Valuation Report covering all the aforementioned land and premises (refer scope of work) in the manner as stated in Rule-

18 of Companies (Registered Valuers and Valuation) Rules 2017 mentioning (a) Background information of the asset being valued, (b) Purpose of the valuation and appointing authority, (c) Identity of the valuer and any other experts involved in the valuation, (d) Disclosure of valuer interest/conflict, if any, (e) Date of appointment, valuation date and date of report, (f) Sources of information, (g) Procedures adopted in carrying out the valuation, (h) Valuation methodology, (i) Major factors that influenced the valuation, (j) Conclusion, (k) Caveats, limitations and disclaimers.

- C. In estimating the fair market value for the listed premises having Land and Building, etc, the Valuer shall incorporate the following information in his Valuation Report under appropriate paragraph as mentioned therein:
- (i) Clearly identify and describe the property being valued.
  - (ii) Due Diligence and Review of the location, site plans, etc. and due diligence on rulings issued from various regulatory authorities as applicable, lay outs etc. Review of physical encumbrances, if any.
  - (iii) Collect information and conduct due diligence of matters like market information and offers of similar assets sold or available in close proximity to the subject property.
  - (iv) The Valuer shall suitably provide the justification / logic / assumption for selecting the appropriate method for valuation to arrive at fair market value of assets.
  - (v) To state assumptions or limiting conditions that may affect the analysis, opinions and conclusions.
  - (vi) To provide sufficient information to permit those who read and rely on the report to fully understand the data, reasoning, analysis and conclusions underlying Valuer's findings, opinions and conclusions.
  - (vii) To completely and understandably set forth the valuation report in a manner, which will be comprehensive, accurate, and not in any manner misleading.
  - (viii) The Valuer will be responsible for generating a draft report and making detailed presentations on the subject matter as may be required by HEC. Post presentation, the Valuer shall, if required, incorporate the suggestions as may be requested by HEC or provide for any other additional clarification that may be required. The final deliverable shall be a Final Valuation Report, incorporating the change/ modifications as may be suggested above.
- D. The competent registered valuer **shall do** the field work for data collection in respect of the land and premises mentioned in the scope of work. The valuer shall adopt modern and scientific methods for the purpose and make use of latest techniques including drone-based-surveying, if required.
- E. The competent registered valuer **will carry out** the valuation of listed premises having Land and Building, etc on an "as is where basis is" and determine the Fair Market Value and mention it in his Valuation Report.
- F. The assessment **shall include** a view upon present condition of Assets and residual life of assets based on data collected by physical inspection.
- G. **The assessment shall be made to project the One-Time-Premium (OTP) and its corresponding Annual Lease Rent (ALR) in respect to a time period of 04 to 09-years (say less than 10-years), 10 to 29-years (say less than 30-years) and 30-years and more (say less than 90-years, i.e. 30+30+30) if the premises/land parcels are given on short-term, medium-term and long-term lease to prospective lessees.**
- H. Other Tasks as may also be required to perform for the valuation of the assignment.



- I. The scope of work will include any work required for completing the valuation which are not specifically mentioned in the contract.
- J. The Valuation report will be examined by the Executing Authority and after his satisfaction the reports would be declared as accepted.
- K. The specifications given about the listed premises having Land and Building etc may be or may not be accurate and exact figures. The valuer shall provide his measurements also.
- L. Before the specified date of submission of Valuation report, irrespective of actual date of submission happening before the said specified date of submission, if the Circle rate published by Ranchi Registry Office is revised, the valuer shall make his report incorporating the latest information.
- M. The quantity of assignments as aforementioned the listed land and premises (refer scope of work) may be increased or decreased by the Executing Authority-HEC and correspondingly the value of the contract will increase or decrease as per the quoted rate/price.
- N. Contract-taker will take the responsibility of any accidental incident such as technical/equipment based/security caused due to reasons attributable to him.
- O. On cancellation of the contract or on termination of the contract, the Competent Authority-HEC shall have the powers to recover the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by HEC. In case the Contract-taker being individual proprietor business concern dies during the currency of the allotment period, the status of the allotment as “canceled/terminated” will be decided as per legal provisions, if he has not created safeguards for continuance of the allotment.
- P. Any liability arising out of any litigation (including those in consumer courts) due to any act of Contract-taker and its personnel shall be directly borne by the Contract-taker including all expenses/fines. The concerned personnel of the Contract-taker shall attend the court as and when required at their own cost.
- Q. If any money shall, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or regulations, be directed to be paid by the HEC, such money shall be deemed to be payable by the Contract-taker to the HEC within seven days. The Company shall be entitled to recover the amount from the Contract-taker by deduction from Security Deposit.
- R. The Contract-taker shall indemnify and hold the HEC harmless from and against all claims, damages, losses, injury, faults, breaches and expenses arising out of, or resulting from the work/services under the contract provided by the Contract-taker.

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

- A. The rates are required to be quoted both in words and figures and in case of difference between rates, the rates quoted in words will be considered.
- B. 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 to be quoted by him.
- C. The quoted rates should be inclusive of all taxes, royalties and other statutory levies applicable, if any **except GST**.
- D. The Tender shall be kept valid for 180-days from the date of opening of the Bid.
- E. The Bidders may inspect the sites with the permission of T.A Division, HEC Ltd before quoting the rates.
- F. The lowest Bidder shall be considered for awarding the allotment if found to be technically suitable.
- G. The Price Bids of only those Bidders will be opened whose techno-commercial offer i.e. Part-1 is found suitable. The bid will be opened in presence of the Tender

Committee members. Due information for opening of Price Bid will be given to all concerned. In case where the Bidders are given opportunity to revise their Price Bids, only the revised price bids are opened and the original Price Bids are to be kept intact in the custody of the Company.

- H. The documents comprising the bid, including the rates in the Price Bid, shall be typed or written in **indelible ink** and all pages of the bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the bid, where entries or amendments have been made, shall be signed by the person or persons signing the bid. Over-writing/over-typing or erasing of the figures which render the Tender doubtful or ambiguous are not allowed and shall render the tender invalid.
- I. The tender document in which the tender is submitted by the Bidder shall become the property of Heavy Engineering Corporation Limited Ranchi-834004 and Heavy Engineering Corporation Limited Ranchi-834004 shall have no obligation to return the same to the Bidder.
- J. Corrections where unavoidable, shall be made by crossing out and rewriting duly authenticated with full signature and date by the Bidder. Erasing or over-writing in the tender documents may lead to disqualification.

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

- A. The Contract-taker will get their GST Registration.
- B. The Contract-taker shall be liable to pay any other taxes, duties and levies, levied by central or state government or local civil authority or any other statutory authority or local authority from time to time during the contract period.

**(IX) Schedule of deviations:**

Deviation, if any may be furnished by the Bidder in **Annexure-C & E-2**. The deviations projected by the Bidder 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) Security Deposit:**

- A. Security Deposit shall be an amount equivalent to 10% of the total value of the contract, which will be deposited by the successful Contract-taker within seven (7) days from the date of **Letter of Allotment/Work Order**. Security Deposit could be deposited in the form of Demand Draft issued by any schedule bank drawn in favour of "Heavy Engineering Corporation Ltd" payable at Ranchi. Security Deposit shall continue with renewal of next term.
- B. The security deposit will be refunded after successful completion of the allotment and after issuance of No Claim Certificate by the Competent Authority-HEC.
- C. No interest shall be payable on Security Deposit.

**(XI) Payment terms:**

- A. The Contract-taker will be paid against the successful accomplishment of doing valuation and submitting the related Valuation Reports in respect of the allotted assignments. The amount of the Bill of Performance shall be claimed as per the lowest quoted rate as mentioned in the price-bid of the successful lowest bidder. The claims should be supported by all requisite documents.

- B. The payments will be made to Contract-taker through Account Payee Cheque or though Net banking/RTGS, etc. Refer **Annexure-E-5**.

**(XII) Penalties:**

- A. If the successful Bidder abandons the contract prematurely, or fails to perform his part of contract, the security deposit or any part thereof will also be liable to be forfeited.
- B. The Security Deposit shall stand forfeited in case of breach of any of the conditions mentioned herein and if the conduct of the licensee is found unsatisfactory/not as per the terms and conditions of the contract.

**(XIII) Additional terms and conditions:**

1. **Change in constitution/entity of Bidder/ Contract-taker:** In case, the Contract-taker intends to change its constitution or entity or transferring the licence to another entity by changing the name of Contract-taker, then the Contract-taker has to give a written application to HEC, the Contract-giver, in advance requesting for granting its permission. The decision of the HEC Ltd in this regard shall be final and binding on all.
2. **Debaring future participation in tender bid:**  
In case any Bidder withdraws his offer after submission of bid or the successful Bidder deliberately withdraws his offer and he may be debarred from participating in future tenders for a period to be decided by the Competent Authority.
3. **Conduct of Contract-taker:**  
HEC reserves the right to suspend or terminate the contract forthwith and /or black list the Contract-taker, if the Contract-taker is found to have committed any misconduct/malpractice.
4. The instructions regarding fire, safety and security given by HEC Ltd must be complied with. Any cost(s) associated with implementation of such instruction will be born solely by the Contract-taker. The Contract-taker voluntarily and unequivocally agrees not to seek any claims, damages, compensation or any other consideration whatsoever on account of implementing the instruction issued by HEC Ltd or its authorized representatives from time to time.
5. **Security-Arrangement:** The Contract-taker will ensure safety and security of the equipment installed at the allotted sites and will be responsible for safety and security of the sites. HEC Ltd, in case will not be responsible of theft/ loss.
6. **Declaration/Discloser of Relationship:** The Bidder/Bidder has to declare whether the Bidder, 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 Bidder/Bidder shall declare the name of such employee and his relationship. The Bidder/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 Bidder, Proprietor/Partner/Director of the Bidder concern/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. The above shall be given in **Annexure-B**.

7. **Compliance of statutory provisions, Government directives & Rules of HEC:** The Contract-taker 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.

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 Contract-taker.

8. **Dispute Resolving & Arbitration:** 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 difference(s) to 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 three years ago. If the Sole Arbitrator for any reason, whatsoever, becomes unable to proceed with the arbitration, the Chairman-cum-Managing Director of the company, with mutual consent of both the parties, shall appoint his successor arbitrator who may proceed with the reference from the stage it was left by his predecessor or subject to the provision 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.

9. **Jurisdiction:** For any disputes arising out of this contract the jurisdiction shall be in the Courts at Ranchi.
10. **Constituents of tender:** The Tender Document, Letter of Allotment and the Agreement will form the part of the Contract. In the event of varying or conflicting content(s) mentioned in any of the document(s) forming part of the contract, the Clause-30 will be applied for obtaining decision/clarification.
11. **Determination and Termination of Contract:** The Contract can be determined and terminated in terms of Clause-7 of the General Conditions of Contract.

**Termination of Contract:** The Contract-taker has to give notice period of 15-days to HEC for termination of the contract. HEC will give a notice period of 15-days to the Contract-taker for termination of the contract.

**Cancellation of Contract:** HEC shall, in addition to other remedial steps to be taken as provided in the conditions of contract, be entitled to cancel the contract in full or in part, in the following cases:

- a) If the Contract-taker commits default in proceeding with the provisions of the allotment with due diligence and continues to do so even after a notice in

writing served from HEC, then on the expiry of the period as specified in the notice.

Or

- b) If the Contract-taker commits default/breach in complying with any of the terms and conditions of the contract and do not remedy it or fails to take effective steps for the remedy to the satisfaction of HEC, then on the expiry of the period as may be specified by the Competent Authority in a notice in writing.

Or

- c) If the Contract-taker obtains a contract with the company as a result of ring/cartel formation by eliminating competition in the tendering or by adopting any other non-bonafide methods to get the allotment defeating the purpose of the competitive tendering.

Or

- d) If the Contract-taker shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any valuable gift or consideration of any kind as an inducement or reward for act/acts of favor or disfavor in relation to the obtaining or execution of this or any other contract for HEC.

12. All other terms and conditions will be as per GCC of HEC Ltd. and the same can be downloaded from HEC website [www.hecltd.com](http://www.hecltd.com).
13. **Agreement:** The successful Bidder shall be required to enter into an agreement with the Company on a Non-Judicial Stamp Paper of Rs.50.00 (Rupees Fifty only) as per the Performa prescribed by the Company, within 07-days from the date of issue of Letter of Allotment/Work Order. The cost of the required stamp papers for the contract agreement shall be borne by the Contract-taker. After award of contract/Work Order, as the case may be, the Contract-taker shall be furnished, free of charge, one copy of contract agreement (i.e. certified true copy). The contract documents shall not be used by the Contract-taker for any purpose other than this contract and the Contract-taker shall ensure that all persons related to the contract strictly adhere to its terms and conditions and maintain secrecy, as required of such documents.
14. **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-HEC shall be final and binding to the Bidder/Contract-taker.
- b) M/s HEC Limited does not bind itself to accept the highest or any tender and reserves the right to reject any or all tender bids without assigning any reasons thereof and may divide the contract among two or more Bidders. The decision of the Corporation in this regard shall be final.

For and on behalf of  
Heavy Engineering Corporation Limited

(P Sharma)  
SDGM/Rev/ TA Division  
**Town Administration Division**

## **TECHNICAL BID**

### **Annexure-A**

#### **BIDDER'S PROFILE**

The Bidders are to furnish the following particulars.

1. Name of the Bidder:
2. Status of the Bidder (Individual / Proprietary Business concern / Partnership firm / Cooperative Society/ Registered Society / Company / etc.):
3. Name & address of the Proprietor/Partner/Directors alongwith contact phone No. (If required separate sheet may be attached):
4. Office-post/title or the position held by the Bidder:
5. Office Address of the Bidder 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 Bidder:
8. Name, full address and contact phone number of Legal heirs, particularly first class, of the Bidder (if required separate sheet may be attached) whose status is individual or proprietary business concern:
9. Any other information:

Signature of Bidder:

Name:

Date:

Seal:

**TECHNICAL BID****Annexure-B  
DECLARATION / DISCLOSER OF RELATIONSHIP**

1	Whether the Bidder, 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 Bidder, 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 Bidder, 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 Bidder, Proprietor or any Partner of the firm or Director of the Company, as the case may be	Relationship	Signature of employee(s)/ Director concerned

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

Signature of Bidder.

Name:

Date:

Seal:

**TECHNICAL BID**

**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.
1	-
2	-

Thus, all the contents of the NIT are acceptable to me.

Signature of Bidder:

Name:

Date:

Seal:



## **TECHNICAL BID**

### **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, Payment terms 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 Bidder:

Name:

Date:

Seal:

## TECHNICAL BID

### Annexure-E-1

## PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE BIDDER ON NON JUDICIAL STAMP PAPER OF RS. 20/-

### AFFIDAVIT

I,.....Partner/Legal-Attorney/Proprietor/Accredited Representative of M/s..... solemnly declare that:

1. I/We are submitting tender for the work titled as “**Valuation of HMTP Admin Building & its surrounding open space**” against Tender Notice No TA/REV/LM/VOP/VC/22-23/2023- **63** dated\_06.09.2023.
2. Myself or our partners / directors do not have any relative working in HECL Or the following HECL employees are related to me/partner/director of the firm indicated below:

Sl.No.	Name of HECL	Employee with Designation	Related to Shri
--------	--------------	---------------------------	-----------------

**\*Strike-out whichever is not applicable.**

3. I/We undertake not engage any close relation of any HECL employee.
4. I or none of the Partners/Directors of the firm/organization are either individually or collectively been involved in any criminal offence and I/We have never been prosecuted or convicted in any Court of Law or no criminal case is pending against me/us any Court of Law.
5. I/We undertake not to do any **Benami** business in HECL.
6. All information furnished by me/us in respect of fulfillment of eligibility criteria and information given in this tender is complete, correct and true.
7. All documents/credentials submitted along with this tender are genuine, authentic, true and valid.
8. The above statements made above are true and correct.
9. If any information or statement or document submitted is found to be false/incorrect, department may cancel my/our Tender and action as deemed fit may be taken against me/us including termination of the contract, forfeiture of all dues including Earnest Money and blacklisting/debarring of our organization/firm/JV and all Partners of the firm etc. individually and jointly from participating in further tenders of the Company for a period of five years.

Signature of the Bidder:

Name:

Date:

Seal:

## **TECHNICAL BID**

### **Annexure-E-2 DECLARATION**

I / We have read the tender document and understood all provisions and specifications in totality. All terms and conditions are acceptable to us. I/We do not have any terms and conditions of our own.

Signature of the Bidder:

Name:

Date:

Seal:

**TECHNICAL BID**

**Annexure-E-3  
DECLARATION**

(Read with Clause-(II)(B)(1)(c) and Clause-(II)(B)(1)(d) above)

I / We hereby declare that our concern (Name of the business concern & Address)

.....  
.....  
.....  
.....

---

\_\_\_\_\_ possess Registration certificate on the last date of submission of bids under this Tender.

The identification particulars of the Registration Certificate are given below:

.....  
.....  
.....

I / We hereby undertake that the said Registration Certificate shall remain valid, without interruption, during currency of the contract agreement.

Signature of the Bidder:

Name:

Date:

Seal:

**TECHNICAL BID**

**Annexure-E-4  
DECLARATION**

**(FOR THOSE WHO HAVE DOWN LOADED THIS TENDER DOCUMENT FROM HECL WEBSITE/GOVT. TENDERS WEBSITE ONLY)**

This is to certify that I / We have downloaded this tender document from HECL Website/Govt. Tenders Website and is being submitted without tampering at any page. I/We accept the tender document as available in the website and our tender shall be rejected if any tampering in the tender document is found to be done at the time of opening of tender or during scrutiny of tender. Further, we understood that in the event of such tampering is detected at any stage or any time, HECL have got right to terminate this work, forfeit the EMD/Security Deposit submitted by us and our firm can be blacklisted.

In case of any discrepancy between the tender documents downloaded from the website and the master copy available in the office, the letter shall prevail and will be binding on us.

Signature of the Bidder:

Name:

Date:

Seal:

## **TECHNICAL BID**

### **Annexure-E-5 Declaration regarding e-payment**

The Bidders have to furnish the details of their Banker's particulars as given below for facilitating payments through e-payment.

Further, the successful Bidders are required to submit an Authorization for e-payment to them before execution of agreement.

Name of Bank:

Branch Name and address:

Bank A/c No.:

Branch Code:

IFSC Code:

MICR Code:

Signature of the Bidder:

Name:

Date:

Seal:

**TECHNICAL BID**

**Annexure-F**

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF APPLICATION**

Power of Attorney

Know all men by these presents, We\_\_\_\_\_ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./ Ms.\_\_\_\_\_ (name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid, including signing and submission of all documents and providing information/responses to HEC Ltd representing us in all matters before the HEC Ltd, and generally dealing with the HEC Ltd in all matters in connection with our bid for the said contract agreement.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For

Accepted \_\_\_\_\_

(Signature)

(Name, Title and Address) of the Attorney

**Note:**

The mode of execution of the Power of Attorney should be in accordance, with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Signature of the Bidder:

Name:

Date:

Seal:

## **TECHNICAL BID**

### **Annexure-G**

#### **Proforma Certificate (Work completion certificate\*)**

*(Note: Use one proforma certificate for one specific client. In other words, use another proforma certificate for another client)*

This is to certify that M/s\_\_\_\_\_ (the Bidder's name) having its registered office at\_\_\_\_\_had been awarded following contracts as per details provided in the tabulation and that the works were completed satisfactorily.

A copy the Contract or Work-Order and its Completion certificate (and/or copy of performance certificates / experience certificates depicting the requisite details as mentioned in the tabulation below) in respect of each of the projects as listed below are also enclosed as proof in support of the claim made herewith (The information is to be provided in the tabular form.):

<b>Sl</b>	<b>Name/ Description of the Project Executed</b>	<b>Client name &amp; Address</b>	<b>Start date of Work</b>	<b>End date of Work</b>	<b>Work Experience</b>	<b>Total contract value of the Work executed</b>	<b>Page No of attached Contract / Work-Order /Completion certificate / Performance certificate / Experience certificate</b>

In case the Bidder is empanelled with Ministries / Government Departments / Public Sector Undertakings of Government (State/Central) / Public Sector Undertakings Bank / Govt Autonomous body, then mention the name of the said organization below and attach a copy of the Order of Empanelment issued by the aforesaid Government Organization and state the serial number of the above table where particulars about the requisite experience has been stated. Page No at which a copy of the said Agreement is attached should be mentioned accordingly.

Name Government Organization:

Contact Phone No:

I declare that all the particulars mentioned above are true and correct. In case any piece of information out of these all are found false and incorrect, then the Work Order/contract shall be terminated and all my deposits shall be forfeited.

Signature of the Bidder:

Name:

Date:

Seal:

**(\*)=Clearly mention the number of such certificates attached and also mention as how many pages are there in each set.**



**TECHNICAL BID**

**Annexure-H**  
**NO BLACKLISTING CERTIFICATE**  
Declaration of Non-Blacklisting  
(To be provided on the Company letter head)

To,  
Heavy Engineering Corporation Limited,  
Headquarter, Plant Plaza Road,  
Ranchi-834004,  
(Jharkhand).

**Subject:** Self Declaration of not been blacklisted

Ref: NIT No\_ \_\_\_\_\_ dated \_\_\_\_\_

Dear Sir,

We confirm that our business concern is currently not blacklisted in any manner whatsoever by any entity of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

Signature of the Bidder:

Name:

Date:

Seal:

## **TECHNICAL BID**

### **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:

<b>Sl</b>	<b>Documents required as enclosures</b>	<b>Particulars of documents or its Page No</b>
1	Demand Draft towards Application fee for tender, read with Clause-(II)(B)(1)(h) and Clause-(II)(C)	
2	Bidder's Profile (Annexure – A)	
3	Declaration / Discloser Of Relationship (Annexure – B)	
4	Schedule of Deviations (Annexure – C)	
5	Undertaking (Annexure – D)	
6	Affidavit (Annexure-E-1)	
7	Declaration (Annexure-E-2)	
8	Declaration (Annexure-E-3) read with Clause-(II)(B)(1)(c) and Clause-(II)(B)(1)(d) regarding Registration certificate	
9	Declaration (Annexure-E-4) regarding Downloaded tender	
10	Declaration (Annexure-E-5) regarding e-payment	
11	Power of Attorney for signing of application. (Annexure – F)	
12	Experience certificate proforma (Annexure – G) Copies of Contract Completion / Work Order /Performance Certificates in support of experiences of “similar work” executed	
13	No Blacklisting Certificate (Annexure –H)	
14	PAN No., read with Clause-(II)(B)(1)(i)	
15	GST Registration Certificate, read with Clause-(III)(B)(1)(j)	
16	Registration Certificate, read with Declaration (Annexure-E-3) read with Clause-(II)(B)(1)(c) and Clause-(II)(B)(1)(d) regarding Registration certificate	
17	List of documents and enclosures attached with the Technical Bid	

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 Bidder.

Name:

Date:

Seal:

**PART – II (PRICE BID)**  
(To be submitted in a separate envelope)

**Sub: Open Tender Notice for “Valuation of HMTP Admin Building & its surrounding open space”, reg. submission of Price Bid**

**Price Bid**

I/We have carefully gone through the Scope of Work, Terms & Conditions and all other documents attached with the Tender Documents. The same is clearly understood and acceptable to us and based on that we offer our best prices for accomplishing successfully the assignments of doing Valuation and submitting the Valuation Reports with respect to the listed premises and land parcels and the related responsibilities as dealt in the tender document. I/We understand that the Lowest Bid (L1) will be decided upon the lowest lumpsum rate quoted by a particular Bidder as per the **Table-A** mentioned below.

Keeping in view all the above, I/We offer the best price:

**Table-A (Applicable for ranking lowest price-bid)**

Sl	Items	Units	Quantity	Quoted price bid in figures (Rs) for ranking L1	Quoted price bid in Column-5 expressed in words for ranking L1
1	2	3	4	5	6
1	Lumpsum cost for Valuation of HMTP Admin Building & its surrounding open space	Lumpsum	Listed 01-nos of premises having Land and Building, etc as given in the scope of work		

In case HEC Ltd goes for decreasing or increasing the built-up area or open space as mentioned above, the above quoted lumpsum amount shall be decreased or increased on the basis of the rate as mentioned in **Table-B** given below:

**Table-B (Not applicable for ranking lowest price-bid)**

Sl	Items	Quoted rate in figures (Rs) for decreasing or increasing the above mentioned quantity	Quoted rate in Column-3 expressed in words for decreasing or increasing the above mentioned quantity
1	2	3	4
1	Rate for per sqft of Built-up area		
2	Rate for per sqft of Land area		

Note: The quoted rates should be inclusive of all taxes, royalties and other statutory levies applicable, if any, **except GST**. In other words, the price quoted should be exclusive of GST. Applicable Taxes shall be indicated separately as per Govt. notifications.

**Signature of the Bidder:**

**Date:**

**Name:**

**Seal:**

## **Rate Analysis**

It is optional for the Bidder to disclose the methodology he has applied to derive his quoted price. If he is willing, he would kindly mention below as how the quoted price has been derived:

**Signature of the Bidder:**

**Name:**

**Date:**

**Seal:**