



HEAVY ENGINEERING CORPORATION LIMITED
(A Govt. of India Enterprises)
FOUNDRY FORGE PLANT
CONTRACT CELL
Dhurwa, Ranchi- 834004, Jharkhand

OPEN TENDER NOTICE

No:- FF/CC/Rate Contract for Hiring of JCB/20-25

Date: 02.01.2020

Sub.- Open Tender Enquiry for “**Selection of an agency to provide JCB for housekeeping work in FFP, HMBP, HMTP & TA Div. for a period of one year**”.

Contract Cell/FFP is inviting a **Two Part Bid (i.e. Part-I for Techno-commercial Bid & Part-II for Price Bid)** open tender for submitting offer from the **reputed/working** contractor of **HEC** or outside of **HEC** for the subject work.

SUBMISSION OF OFFER:-

The bidder is required to submit their offer in **one sealed envelope** consisting of **two separate sealed envelopes**- One envelop for **Techno-commercial bid (Part-I)** and another for **Price Bid (Part-II)** only.

Part-I: -Techno-commercial Bid (Eligibility Criteria):- **The Techno-commercial bid (i.e. Part-I Bid) must Consists of followings to qualify the eligibility criteria:**

- i) **EITHER** proof of ownership of **at least one good running JCB** duly registered **either** on the bidder's name **or** in the name of the proprietor of the bidder as on **tender opening date or earlier OR** supporting documents for **hiring of JCB** in case of using of hired **JCB** by the bidder to get **technical suitability** of its offer.
- ii) Copy of PAN Card.
- iii) EMD & Cost of Tender Document of requisite amount as mentioned at **page 2**.
- iv) Copy of **GST registration certificate**.
- v) Tender Paper duly signed by the bidder towards acceptance of **terms & conditions** stipulated therein.

Part-II:- Price Bid:- It will consist only **basic price** of rate of **JCB** including cost of **diesel, driver & Khalasi** as per the prescribed format placed at **ANNEXURE-II**.

Conditional price bid of the bidder will not be considered and shall be summarily rejected. The bidder is required to indicate their terms & conditions in techno-commercial bid (Part-I) only failing which the offer of the bidder is liable to be rejected.

The bidder is also advised to super-scribe the followings in details clearly on top of each envelope:

(A) NAME OF THE WORK:-

(B) TENDER REF. NO.:-

(C) DUE DATE & TIME FOR OPENING OF THE TENDER:-

(D) PART NUMBER AND ITS CONTENT:-

(E) FULL NAME, COMPLETE ADDRESS, CONTACT NO., E-MAIL ADDRESS & FAX NO. OF THE BIDDER.

The offer of the bidders must contain above mentioned **two parts** alongwith **Earnest Money** in the form of **Demand Draft (DD) / Cash Receipt** by depositing cash at **Finance dept. of FFP / Bank Guarantee (BG) & Cost of Tender Document** in the form of **Demand Draft (DD) / Cash Receipt** by depositing cash at **Finance dept./FFP**.

In case the bidder desires to submit the **EM** through **BG**, validity of **Bank Guarantee (BG)** should be till **finalization of the contract** from the date of opening of **Part-I bid** of the tender and should be suitably extended by the bidder as and when requested for to do so.

If the bidder **desires** to submit the **EM & Cost of Tender document** through **DD**, it should be made from any **scheduled bank** in favour of **HEC Ltd., Ranchi** payable at **SBI, Ranchi**.

Every bidder shall have to deposit **Earnest Money & Cost of Tender Document** in their **Techno-commercial Bid (Part-I)**.

Offer without **EM & Cost of Tender Document** / less amount of **EM & Cost of Tender Document** / submission of **invalid DD** for both **EM & Cost of Tender Document** will not be considered & **shall be summarily rejected**. No interest will be paid towards deposition of **EM** by the bidder.



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The bidders can download the tender document with detailed **terms & conditions** from HEC's website www.hecltd.com. Tender document shall also be obtained from the office of Contract Cell/FFP/HEC.

PARTICULARS OF THE TENDER:-

Cost of Tender Document (Non Refundable):- **Rs. 295/-**(including 18% GST, HEC will issue GST Invoice against the bidder), Earnest Money:- **Rs. 5,000/-**,

Contract period:- **One Year.**

Period of sale of Tender document:- **From 02.01.2020 to 15.01.2020**

Due date & time for submission of offer:- **16.01.2020 upto 02.30PM.**

Due date & Time for opening of the tender:- **16.01.2020 at 3.00PM.**

Note:- **In case due date of tender opening falls on declared Holiday/Sunday, the tender box will be opened on next working day and the envelop of part-I bid of the received offer will also be opened on next working day at the same time & venue mentioned at page 5.**

PLACE TO SUBMIT THE OFFER:-

Sealed offer will be submitted in the **Tender Box** placed at **Main Gate** of **Foundry Forge Plant/HEC Ltd., Dhurwa, Ranchi-834004, Jharkhand** during the period mentioned above after filling it completely by the bidder. **Incomplete offer in any respect is liable to be rejected.**

Encl.:- (1) Annexure-I:- Terms & Conditions, Scope of Work etc.
(2) Annexure-II:-Schedule of Quantity for **Price Bid (Part-II)**

(Ref. Page:- 3 to 6)

(Ref. Page:- 7)

For & on behalf of HEC Ltd.

(Sd/-SDGM//c/Contract Cell& Disposal/FFP)



ANNEXURE-I

TERMS & CONDITIONS:-

1. The bidders who are registered as a **SSI Units** having valid NSIC certificates are exempted from submission of **EM, Cost of Tender Document & Security Deposit** on fulfillment of the following conditions:
 - (i) Notarized copy of the **NSIC certificate** is to be submitted alongwith the **techno-commercial bid (Part-I)**.
 - (ii) The exemption from submission of **EM, Cost of Tender Document & Security Deposit** shall be granted only for the items for which it is registered.
 - (iii) In case of bid by consortium not having all the members as **SSI Units** are required to submit the stipulated **EM, Cost of Tender Document & Security Deposit**.

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 copy of the registration certificate 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. **EM of unsuccessful bidder will be refunded within a reasonable time on the basis of their written request.**
3. **The quoted price of the bidder must be technically feasible, workable, competitive and unconditional. The price should remain bidder throughout the period of the contract. No escalation will be entertained throughout the contract period.**
4. **The bidder is requested to quote their price inclusive of diesel, driver & khalasi.** It is deemed that the bidder is satisfied with their quoted rate for whole contract period and no complaint in this regard shall be entertained later.
5. Any offer which does not fulfill the condition laid down herein or is incomplete in any respect will be liable for rejection. Canvassing in connection with the offer is strictly prohibited and makes the offer liable to be rejected.
6. The **bidder** shall comply with the instructions which may be issued to him by HEC from time to time.
7. **HEC** reserves the right to issue amendment in respect of any clause stipulated in the tender documents at any stage of this contract.
8. **HEC** reserves the right to ask the bidder for submission of any document w.r.t. **evaluation/clarification/verification** of the **techno-commercial bid (Part-I)**.
9. The bidder is required to quote their price in both figures and words in the prescribed format mentioned in **ANNEXURE-II**. **Price bid** not having prices in words are liable for rejection on the option of **HEC**. If any difference is located between the values indicated in **words and figures** in the **price bid**, the lower of the value shall be taken as price quoted by the bidder.
10. After filling the rate(s) in figures and words by the bidder against designed column of prescribed format in price bid, a transparent tape may be affixed by the bidder over the quoted rate(s) (both figures & words) to avoid chances of tampering.
11. Only original **price bid(s)** of the bidder submitted alongwith the original tender will be considered as valid. In the event of extension of the tender opening date, the bidder may submit their revised offer for **Price Bid (Part-II)** in separate sealed envelope clearly supers-cribbing "**Revised Price Bid**" on the top of the envelope.
12. The offer must be submitted by the bidder at the place mentioned at **Page 2** after filling it properly and designed in all respect as per terms & conditions of the tender documents without creating any change therein. The un-priced copy of the **Price Bid (Part-II)** is also required to be submitted alongwith **Techno-commercial bid (Part-I)** clearly marking 'X X X' wherever price have been quoted. **Mere submission of bid shall not mean eligibility of the bidder.**
13. **Offer with erasing/overwriting/cutting will be rejected unless all corrections have been authenticated with the bidder's signature & seal.**



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14. **Evaluation of offer the bidder is subject to submission and validity of documents for fulfillment of eligibility criteria. HEC reserves the right to assess the bidder's capability and capacity to execute the job and decision of HEC will be final in this regard.**
15. **HEC do not bind to accept the lowest or any tender and reserves the right to accept or reject any or all offers in whole or in part without assigning any reason.**
16. Failure to comply with the instructions may result in rejection of the offer. In the event of any doubt regarding terms & conditions/formats, the bidder may seek clarifications from the authorized officer of **HEC**. If any **tampering/unauthorized** alteration is noticed in the bid submitted by the bidder from the issued tender document, the said offer shall be summarily rejected and **HEC** shall have no liability whatsoever in the matter. However, deviations, if any, proposed by the bidder may be separately indicated under a heading "**DEVIATIONS**", quoting the respective clause with justification. Such proposed deviations will not be treated as tampering for the purpose of application of the clause. Acceptance of such deviations shall be the sole discretion of **HEC**.
17. Any claim on account of extra expenses if any incurred by the **successful bidder** for any reasons whatsoever will not be entertained by **FFP/HEC**.
18. Placement of order will be done on the basis of **L-1 offer** and, if required, negotiations will be held only with **L-1 bidder**. However all the bidders may be required to **explain / justify** the basis of their quoted price as and when asked for.
19. The order will be given to technically suitable **L-1 bidder**. However merely by being **L-1** does not guarantees that the contract will be awarded to **L-1 bidder**.
20. Submission of any document by the bidder after opening of bids shall not be allowed unless asked for in writing to do so.
21. All the Statutory Rules & Regulations, Govt. Acts. Guidelines etc. issued by the corporation time to time in the matter shall be followed for this tender.
22. Successful bidder is required to submit documentary evidence towards insurance coverage of the vehicle(s) in Contract Cell/FFP.
23. **INSTRUCTION TO BIDDERS FOR SIGNING THE TENDER DOCUMENT & OFFER:-**
 - (i) Each page of the tender document as well as other documents submitted by the bidders in their bids must be signed by any person/persons of the bidders having valid authorization to do so for & on behalf of that company up to finalization of this contract.
 - (ii) If the bidder is a **Proprietorship Bidder**, the "**Sole Proprietor**" can submit the tender and sign the contract agreement.
 - (iii) If the bidder is a **Partnership bidder**, the bidder will have to furnish full name & designation of all the partners of their bidders and approved attorney of those person/persons in respect of signing in the tender document as well as other documents for & on behalf of that partnership bidder up to finalization of this contract.
 - (iv) If the bidder is a **Registered Company**, any person acting under the authority of the Company, express or implied, can submit the tender and sign the contract agreement. It is sufficient if the person has the delegated authority. But for executing deeds, the company must empower such executants by a General Power of Attorney, or Special Power of Attorney, under its common seal.
24. **ADDRESS FOR CORRESPONDANCE:-**

To,
The Sr. DGM In-charge,
Contract Cell, 2nd Floor, Administrative Building
Room No.:- 174, Foundry Forge Plant, HEC Ltd.
Dhurwa, Ranchi-834004, Jharkhand
Phone No.:- 0651-2401584



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25. **VALIDITY OF THE OFFER:-**

The offer shall remain valid for a period of **Six Months** from the date of opening of **Techno-commercial Bid (Part-I)** of the tender. If no period is mentioned in respect of validity of the tender in the offer submitted by the bidder, it will be presumed that the bidder has accepted the validity of their offer for **six months** period from the date of opening of **Techno-commercial Bid (Part-I)** of the tender.

26. **RECEIPT OF THE OFFER:-**

Sealed offer will be received through **tender box** placed at **main gate of FFP/HEC, Dhurwa, Ranchi-834004** or through **Courier** or through **Register Post** or through **Speed Post** on or before of scheduled **date & time** mentioned at **Page-2**. For bulky size of the offer w.r.t tender box, the same will be received in **Contract Cell/FFP (Top Floor, Room No. 174, Adm. Bldg. of FFP/HEC Ltd.)** based on written request of the bidder.

27. **CONDITION REGARDING RECEIPT OF THE OFFER:-**

Offer received after due date & time will not be considered and shall be summarily rejected. **HEC** takes no responsibility for delay, loss or non-receipt of documents sent by **post/courier** and no financial obligations shall accrue to **HEC** in such an event.

28. **OPENING OF THE OFFER:-**

(i) Envelop of **Techno-commercial Bid (Part-I)** of the offer will be opened at **Finance/FFP** in presence of the bidder or their authorized representative who wish to be present, representative of **Finance** and **Contract Cell/FFP** on due **date & time** of opening of the tender as mentioned at **Page 2**.

N.B:- **In case due date of tender opening falls on declared Holiday/Sunday, the tender box will be opened on next working day and the envelop of part-I bid of the received offer will also be opened on next working day at the same time & venue.**

(i) The **Price Bid (Part-II)** of the techno-commercially qualified bidders (**after completion of scrutiny of Technical and Commercial part**) will be opened at a later date in presence of the bidders or their authorized representatives who wish to be present, representative of **Finance** and **Contract Cell/FFP**. The date of opening of the **Price Bid (Part-II)** will be intimated to all the qualified bidders in advance.

29. **SPECIAL CONDITION OF THE CONTRACT:-**

(i) Successful bidder will have to place **JCB** on requisition of **Contract Cell/FFP**.

(ii) Successful bidder will have to instruct its **driver & kahlasi** of **JCB** to report in-charge of concerned shop/plant/dept. for which it is being hired for further action after entering the vehicle in FFP, HMBP, HMTP & TA Div./Hqrs.

(iii) Placement of hired **JCB** at concerned shops of FFP, HMBP & HMTP alongwith TA Div./Hqrs. will be made after getting written requisition from that departments to Contract Cell/FFP.

30. **SCOPE OF WORK OF SUCCESSFUL BIDDER:-**

Placement of hired **JCB** on hourly basis as per the request of Contract Cell/FFP as and when required for housekeeping work in FFP, HMBP, HMTP & TA Div./Hqrs.

31. **EXECUTING DEPARTMENT:-**

The place, where the hired vehicle (**i.e. JCB**) is engaged, will be the executing dept.

32. **RESPONSIBILITY OF EXECUTING DEPT.:-**

(a) Supervision of the work for which the vehicle has been hired.

(b) Issue of **work completion certificate** of the job for which the vehicle has been hired.

33. **WORKING TIME:-** As per sole discretion of **FFP, HMBP, HMTP & TA Div./HEC Ltd.**

34. **CONTRACT PERIOD:-** **One Year.**

35. **PAYING AUTHORITY:-** Finance Dept./FFP/HMBP/HMTP/HQRS.

36. **PAYMENT TERMS:-**

Payment will be made to **successful bidder** on submission of following documents in **Contract Cell/FFP**:

(a) Invoice.

(b) Certification of executing department towards using of **JCB** in that department.



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37. **SECURITY DEPOSIT:-** Not applicable.

38. **INCOME TAX DEDUCTIONS:-** It will be deducted if applicable as per the prevailing rule.

39. **GOODS & SERVICE TAX (GST):-**

Price of all bidders must be exclusive of **GST** and they are required to indicate **GST in percentage (%) or value** separately in their **techno-commercial bid (Part-I)**. Applicable **GST** is payable to the firm extra. Payment of GST will be made to successful bidder on the basis of timely submission of GST invoice as per GST rule and submission of all documents as per payment terms. The payment of GST will be regularized against submission of documentary evidence i.e. deposit challan. Also, successful bidder has to file GST return as per GST rule so that ITC (Input Tax Credit) shall pass on to HEC account. If loss occurs in taking credit of GST by HEC due to the fault or error of successful bidder, the same will be recovered from next bill of successful bidder. Any increase in **GST** after expiry of the specified completion period of the contract will not be entertained by **FFP/HEC**.

40. **ARBITRATION:-**

Normally all disputes should be settled by negotiations between the company and the concerned parties. In case any dispute/difference is not settled through negotiations, successful bidder can seek remedy by arbitration by invoking the same within **120 days** of dispute.

(a) The Arbitrator (s) will be appointed to resolve the disputes between the parties. The CMD of HEC Ltd. is having absolute power to appoint a single Arbitrator or more than one Arbitrator or to refer the dispute to the Institutional Arbitration at his discretion and his decision is final and binding on successful bidder. The appointed Arbitrator(s) / Institutional Arbitration should pass a reasoned award and the parties should bear the costs of the Arbitration equally.

(b) If any of the Arbitrators appointed by the CMD of HEC Ltd. is unable to continue as an Arbitrator for any reasons whatsoever or if the CMD of HEC Ltd. for the reasons to be recorded in writing thinks fit for appointment of a new Arbitrator in the place of existing Arbitrator, he is having a power to do so. If such a new Arbitrator is appointed, he can either continue the arbitration proceedings from the stage where the earlier Arbitrator discontinued his proceedings or alternatively the new Arbitrator may start proceedings *de novo* if the circumstances warrant him to do so.

Failing to invoke Arbitration clause within **120 days** of dispute, the matter is to be decided by **Civil Courts at Ranchi, Jharkhand** state alone and not at any other place.

41. **TERMINATION OF THE CONTRACT:-**

The contract can be terminated in **part/full** under the following conditions in consultation of **Legal Dept:-**

a) If **successful bidder** fails to supply **JCB** (inclusive of diesel, driver & khalasi) to FFP, HMBP, HMTP & TA Div./Hqrs. within **3 days** from the date of requisition of **Contract Cell/FFP** for the same without assigning any reason.

b) If any act of malpractices likes pilferage, corruption, harming/misusing company's property, ill- treating company's employee or any one related to the company by **successful bidder** himself or its **driver & khalasi** at any stage of the contract period is detected.

c) Any other reasons for which company thinks it fit to terminate the contract will be terminated with assigning the proper reason. The determination and termination of the contract at any stage is the sole discretion of the employer and binding on the **successful bidder**.

42. **RISK & COST FACTOR:-**

In the event of termination of the contract in part/full due to successful bidder's fault, **HEC** reserves the right to hire JCB by any agency at **successful bidder's** risk & cost.

43. All other terms & conditions shall be applicable as per GCC of HEC Works & Service Manual.

Signature of the bidder with rubber stamp with name, full address, mobile No., P&T No. etc.

For & on behalf of HEC Ltd.

(Sd/-SDGM/1/c/Contract Cell& Disposal/FFP)



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ANNEXURE-II

PRICE BID (Part-II)

SCHEDULE OF QUANTITY

Name of the work:- **Selection of an agency to provide JCB for housekeeping work in FFP, HMBP, HMTP & TA Div. for a period of one year.**

Sl. No.	Description of Work	QTY (Total Hours)	Basic rate / hour (inclusive of diesel, driver & khalasi) (Rs.)
1.	Placement of hired JCB on hourly basis as per the request of Contract Cell/FFP as and when required for housekeeping work in FFP, HMBP, HMTP & TA Div. for a period of one year.	900 Hours	

Note- Qty may vary based on the requirement by Plant/Shop/Dept.

Signature of the bidder with rubber stamp with name, full address, mobile No., P&T No. etc.

For & on behalf of HEC Ltd.

(Sd/-SDGM//c/Contract Cell& Disposal/FFP)