

**HEAVY ENGINEERING CORPORATION LIMITED****PROJECT DIVISION****CONTRACT CELL DEPARTMENT
OPEN TENDER**

Tender Enquiry No. : HEC/PROJ/CC/MADHUBAND/22-2679

Dated: 23.12.2022

Subject:- **Open tender enquiry for “Deployment of workforce & vehicle during full-fledged trial run operation of 5.0 MTPA Madhuband Coal Washery Plant to achieve test parameters before conducting final PG test at Madhuband Washery Complex, BCCL, Dhanbad on Package Basis”.**

HEC Ltd., Ranchi requests offers from the interested bidders for the scopes as given under:-

ENQUIRY SCHEDULE

Sl. No.	Description	Category	Unit of Measure	Qty	Remarks
1.	Deployment of workforce during full-fledged trial run operation of 5.0 MTPA Madhuband NLW Coal Washery Plant to achieve test parameters before conducting final PG test.	Technical	Nos.	26	Specification shall be exactly in line with Enclosure-II (Technical specification)
		Non-Technical		43	
2.	Engagement of vehicle during full-fledged trial run operation of 5.0 MTPA Madhuband NLW Coal Washery Plant to achieve test parameters before conducting final PG test.	Pay Loader		2	
		Dumper (20T Capacity)		4	

Schedule of tender receipt of Offer : 09.01.2023 at 3.00 PM**Schedule of tender opening****of Techno-commercial bid : 10.01.2023 at 3.00 PM****Price Bid opening date****: Will be intimated later through E-tender Portal only.**

Tender is available on our website in e-procurement section i.e. <https://etenders.gov.in/e procure/app>. The interested bidders may go through the tender document and they are required to upload the bid along with all supporting documents including priced part (BOQ) only on the e-tendering website (<https://etenders.gov.in/e procure/app>), on or before the due date and time for submission of bid.

Note:- All extension of Notice, corrigendum etc. shall be notified on www.etenders.gov.in**EMD/Tender fee to be submitted and sealed in separate envelop super scribed Tender No. & Due date of offer submission.**

Thanking you,

(C S Prasad)
DGM I/c/CC/PROJECT DIVISION
Heavy Engineering Corporation Limited,
HMBP ADM. BUILDING (ANNEXE), DHURWA, RANCHI-834004
Ph.0651-2401266/240056 Fax : 0651 – 2401533
E-mail: projectpurchase@hecltd.com



Tender No: HEC/PROJ/CC/MADHUBAND/22-2679

Dated- 23.12.2022

INSTRUCTIONS TO TENDERER (ITT)

(In conjunction with General Instruction to bidder given in Technical Specification (Enclosure-II))

All bidders are requested to go through the all parts of Tender Document very carefully in detail before submitting their offer.

1.0 Offer has to be submitted only online at E-tender Portal: www.etenders.gov.in. Offers submitted in Hard copy shall not be considered. However Tender Cost, Earnest Money Deposit (Original Demand Draft/Bank Guarantee) may be submitted to HEC in hard copy. Scan copy of Tender Cost & EMD to be uploaded in part-1 of offer i.e. techno-commercial bid.

2.0 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-3**. No registration fee would be charged from the bidders.

NOTE:

- i. Please note that there is no provision to take out the list of parties downloading the tender document from the above referred web site. As such, tenderers are requested to see the website once again before due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility for downloading the related corrigendum, if any, will be that of the downloading parties.
- ii. No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderers who have downloaded the documents from website. Please see website i.e. <http://www.hecltd.com> or <http://www.etenders.gov.in>.
- iii. HEC reserves the right to extend / change the schedule of any activity by intimating the bidders through a notification on the e-tender portal only.

The Following two covers shall be submitted through online CPP - portal by the bidders. Last date and time of submission of bids (cover I, II) is as per given dates. **No other modes of bid submission are acceptable.**

Cover-I:- Containing techno-commercial bid and Technical Specification (As per ITT, Enclosure-I (Commercial terms & Conditions) and Enclosure-II (Technical Specification).

Scan copy of documents to be uploaded required as per Annex- 1 – Proof of Tender Fee submission document (DD/BG), SSI/NSIC/MSME certificate (for exemption of tender fee & EMD) and other relevant documentary evidence (i.e. WO copy, work completion certificate etc.)

3.0 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.



4.0 BID OPENING PROCESS IS AS BELOW:-

Cover-I: Technical bid opening date will be as per given dates. If any clarification is needed from the bidder about the deficiency in their uploaded documents in Cover-I, the bidder will be asked to provide it through Short fall documents folder in e-tendering portal. 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 found to be meeting the qualifying requirements and technical criteria shall be intimated through portal. (Depending on Cover-I evaluation any changes in the date shall be intimated through e-tendering portal).

5.0 EARNEST MONEY DEPOSIT –

The submitted offers shall be considered valid only with scan copy of EMD document in form of DD/BG. The scan copy of EMD has to be uploaded with the Techno- Commercial bid (Part 1) only.

Exemption of EMD shall be applicable on submission of valid SSI/NSIC/MSME certificate and as per prevailing govt. guidelines. SSI/NSIC/MSME Certificate to be uploaded in Techno Commercial Part 1. EMD detail as per the details mentioned below:-

- a. The Bidder shall submit EMD of **Rs. 3,00,000.00/- (Rs. Three Lacs only)** in the form of Bank Guarantee (in prescribed enclosed proforma at *annexure-4*) / Bank Draft in favour of Heavy Engineering Corporation Limited, Ranchi from a Nationalised Bank / Scheduled Indian Bank and payable at Ranchi.
- b. The validity of the Bank Guarantee shall be for a period of 60 days beyond the validity of the Bid.
- c. Tenders not accompanied with EMD shall be liable for rejection.

In case the EMD is submitted by the bidder in the form of BG, the same must be submitted through “Structured Financial Messaging System (SFMS)” as per the details mentioned in the clause no. 41 under the heading of Security Deposit (SD) at “Commercial Terms & Conditions (Enclosure-I)” of this NIT.

6.0 REFUND OF EMD:

EMD of the unsuccessful tenderers shall be refunded immediately after finalization of the contract on receiving a written request from the bidders. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender.

7.0 Tender Fee of Rs. 5,000.00/- (Rs. Five Thousand Only) in the form of Demand Draft / BG in favour of Heavy Engineering Corporation Ltd., payable at Ranchi.

- a) Tenders not accompanied with Tender Fee shall be liable for rejection.

In case the Tender Fee is submitted by the bidder in the form of BG, the same must be submitted through “Structured Financial Messaging System (SFMS)” as per the details mentioned in the clause no. 41 under the heading of Security Deposit (SD) of NIT.

Exemption of Tender Fee shall be applicable on submission of valid SSI/NSIC/MSME certificate and as per prevailing Govt. guidelines. SSI/NSIC/MSME Certificate to be uploaded in Techno Commercial Bid (i.e. Part-1 bid).

The tender fee and EMD exemption is applicable to MSMEs subject to conditions given below:

- a. MSMEs participating in the tender must submit valid & authorised copy of certificate of registration with any one of the above agencies. In case of bidders submitting DIC registration certificate shall attach original notarised copy of the DIC certificate. The MSME’s Bidder to note and ensure that nature of services and goods/items manufactured mentioned in MSME’s certificate matches with the nature of the services and goods /items to be supplied as per Tender.



- b. Traders / resellers / distributors / authorized agents will not be considered for availing benefits under Public Procurement policy 2012 for MSMEs as per MSME guidelines issued by MSME.
- c. The registration certificate issued from any one of the above agencies must be valid as on Bid closing date of the tender. Bidder shall ensure validity of registration certificate in case bid closing date is extended.
- d. The MSMEs who have applied for registration or renewal of registration with any of the above agencies / bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
- e. Where any aggregator has been appointed by the Ministry of MSME, themselves quote on behalf of some MSE units, such offers will be considered as offer from MSE units and all such facilities would be extended to these aggregators also.

Note:

- a. No interest shall be payable on Earnest Money deposit.
- b. The DD/BG of the Tender Fee and EMD shall be submitted with the Techno-commercial Bid (i.e. Part-I). The tender without tender fee and earnest money shall be liable for rejection.
- c. The Earnest Money will be retained in the case of successful tenderer.
- d. The Earnest Money deposited by the successful bidder will be refunded on receipt of required Security Deposit from the bidder.
- e. EMD shall be forfeited if any tenderer withdraw their offer before finalization of the tender.

The original EMD in form of DD/BG should be reached us through courier or in person before the opening date of tender in following address:-

To
I/C/Purchase & Contract Cell
Project Division
Hmbp Adm. Building (Annexe)
Dhurwa, Ranchi- 834004
Fax. No. 0651-24015
Ph. No. 0651-2401266 / 2400562

8.0 PERIOD OF VALIDITY OF TENDER

Unless otherwise specified, the Tenderer shall keep his tender valid initially for a period of 180 (One Eighty) days from the date of opening of the tender.

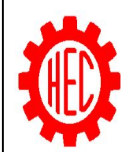
9.0 LANGUAGE:- The Tender shall be submitted in English language.

10.0 NO CLAIM OR COMPENSATION FOR SUBMISSION OF TENDER

The Tenderer whose Tender is not accepted shall not be entitled to claim any costs, charges, expenses of and incidental to or incurred by him through or in connection with his submission of Tenders, even though HEC Ltd may decide to withdraw the Invitation of Tender.

11.0 INCOME TAX / SALES TAX CLEARANCE CERTIFICATE / PAN

The Tenderer shall furnish the Income Tax Clearance Certificate, Sales Tax Clearance Certificate and copy of PAN with the tender duly countersigned by the respective officer under the seal of the office. Failure to produce the requisite certificate with tender, their quotation is liable to be rejected.



12.0 CONFIDENTIALITY

Tenderer shall note that all data/drawings/specifications enclosed with Tender document is confidential. Tenderer shall keep all data/drawings in strict confidence and shall not copy or pass on any of the Tender papers etc. to any third party. Tenderer shall return the Tender documents alongwith the Tender.

13.0 NOTICES ON BEHALF OF HEC LTD

Notice and Certificate on behalf of HEC LTD in connection with the Purchase Order may be given by duly authorised officers of HEC LTD. Any modification which may become necessary in the interim period will be intimated to you as soon as possible.

14.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

15.0 Tenderer to note that Work order will be awarded to L-1 firm on PACKAGE BASIS. The Lowest Package Cost for the L-1 Firm will be arrived at based on evaluating lowest Combined Costs of all individual items quoted by the Bidders as per BOQ of Price Schedule (BOQ.xls).

16.0 BILL ADDRESS AND GST NO. of HEC will be intimated later before issue of Work order.

17.0 ONE BID PER BIDDER: Each Bidder shall submit only one Bid, either individually, or as a partner in a partnership firm or a partner in a joint venture or a public limited firm. A Bidder who submits or Participate in more than one Bid (other than a subcontractor or in cases of alternatives that have been Permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

18.0 PRICES shall not be indicated in this part and in case price is indicated in any form in the techno-commercial (Part-I) of offer the bid of Tenderer will be summarily rejected.

19.0 SITE VISIT:

The Bidder is encouraged to visit the site to get acquainted of the work and obtain all information that may be necessary for preparing the Bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

20.0 NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

The Bidder, whose Bid has been L1, will be notified of the award by the Employer. In the bidding process, the cause of rejection of Bid of any bidder should be intimated to non-qualified bidder through e-Procurement portal. The contractor shall enter into and execute contract agreement in the prescribed form Annexure-O. The cost of the stamp papers for the contract agreement shall be borne by the contractor. Two sets of contract document agreements shall be prepared and signed by both the parties. One of the sets shall be stamped "Original" and the other "Duplicate". The duplicate copy will be supplied to the contractor free of cost and the original is to be retained by the company.

21.0 GENERAL CONDITIONS OF THE CONTRACT:

Unless otherwise specified in the Terms & Conditions above, this order shall be governed by General conditions of contract of Works & Service Contract of HEC Ltd, which is available in the website of HEC. (www.hecltd.com).



22.0 CHANGES IN FIRMS CONSTITUTION TO BE INTIMATED:

Previous approval in writing of the In-charge/ Block B shall be obtained before any change is made in the constitution of the Firm. If previous approval is not obtained the same will be treated as a breach of contract and shall have same consequences due to such breach of contract.

23.0 EXAMINATION OF TERMS & CONDITIONS- TECHNICAL EVALUATION

Any bidder seeking benefit/preference under MSME/ Make in India or any other policy/ scheme of the Government of India, which is currently in force MUST at the time of bidding itself enclose all relevant documents/ certificates etc. for claiming such benefits. The bidder must also clearly highlight the provisions of the policy and the kind of benefit being sought by it for which it meets the conditions for claiming such benefits. It may be noted that no other benefit/ preference/ concessions which is beyond the scope of the policy or the bidder's entitlement under the policy shall be given/ considered by us. If the bidder fails to claim such benefit and/or fail to submit necessary documents/ certificates in support of its claim at the time of bidding itself, its claim shall not be entertained at a later stage in the bidding process and no opportunity shall be provided to it to submit any document/ certificate.

24.0 The bids shall be evaluated on the basis of final Package cost as per format given in BOQ of e-Tender.

The comparison between the offers shall be made on comparison of Package cost basis as per BOQ of Price Schedule (BOQ.xls).

Price preference to Local suppliers as per Make in India procurement policy of Govt. of India and Department for Promotion of Industry and Internal Trade (DPIIT) order no. P-45021/2/2017-PP (BE-II) dated 04th June, 2020

A. Eligibility of 'Class-I local supplier', 'Class-II local supplier' and 'Non-local supplier'

- i. Only Class-I local suppliers are eligible to participate in tender if there is sufficient local capacity and local competition irrespective of the purchase value. L1 bidder amongst Class-I local suppliers shall be awarded contract subject meeting other requirements as per tender.
- ii. In procurement of all goods or services not covered above, only 'Class-I local supplier' and 'Class-II local supplier', shall be eligible to bid.

B. Tendered goods are not divisible in nature, the following procedure shall be followed to evaluate L1 and award of contract:

- a. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a Class-I local supplier, the contract will be awarded to L1.
- b. If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.



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- c. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

For more clarity in this regard, following table is furnished:

Quantity of Tendered goods	Price quoted by Local suppliers	Finalization of tender
Cannot be Split	L1 is Class-I local supplier	Full Order on Class-I Local supplier
Cannot be Split	Not L1 but Class-I local supplier within L1+20%	Full Order on Class-I Local supplier subject to matching L1 price

Definitions of terms applicable to this clause

- ❖ 'Local content ' means the amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- ❖ 'Class-I Local supplier' means a supplier or successful bidder whose goods or services offered for procurement, has local content equal to or more than 50%.
- ❖ 'Class-II local supplier' means a supplier or successful bidder, whose goods or services offered for procurement, has local content equal to or more than 20% but less than 50%.
- ❖ 'Non-Local supplier' means a supplier or successful bidder, whose goods or services offered for procurement, has local content less than or equal to 20%.
- ❖ 'L1' means the lowest tender or lowest bid or the lowest quotation received in this tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.
- ❖ 'Margin of purchase preference' means the maximum extent to which the price quoted by a Class-I local supplier may be above the L1 for the purpose of purchase preference.

C. Verification of local content

- i. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to provide self certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. (Annexure-5)
- ii. In cases of procurement for a value in excess of 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- iii. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Finance Rules along with such other actions as may be permissible under law.



- iv. A supplier who has been debarred by any procuring entity for violation of the order of the Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017- PP (BE-II) dated 04th June, 2020 shall not be eligible for preference under the said order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed in the order of the Department for Promotion of Industry and Internal Trade (DPIIT) order No. P- 45021/2/2017-PP (BE-II) dated 04th June, 2020.

D. “Class-II local supplier” will NOT get purchase preference in any procurement.

“This procurement of goods/services under the reference Tender is covered under Public Procurement policy 2017, revised 16.09.2020 and here in after any further revisions and Order No. F. No. 6/ 18/ 2019 - PPD dated 23.07.2020 issued by Ministry of Finance”

“THIS IS TO INFORM TO ALL BIDDERS THAT AS PER OM No. F. No. 6/ 18/ 2019 - PPD dated 23.07.2020 ISSUED BY MINISTRY OF FINANCE, DEPARTMENT OF EXPENDITURE, PUBLIC PROCUREMENT DIVISION. ANY BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA WILL BE ELIGIBLE TO BID IN ANY PROCUREMENT WHETHER OF GOODS, SERVICES (INCLUDING TURNKEY PROJECTS) ONLY IF THE BIDDER IS REGISTERED WITH COMPETENT AUTHORITY, WHICH IS SPECIFIED IN ABOVE REFERRED ORDER OF MINISTRY OF FINANCE.”

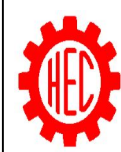
Note:-

- 1. As per the govt. Guidelines it is to be specified clearly in your offer whether your firm is registered with SSI/NSIC/MSME and also confirm whether the firm is owned by SC/ST WOMEN Entrepreneurs or not.**
- 2. Pl. provide UAM no to avail Facilities of MSME.**
- 3. Please get registered your firm with HEC Ltd.**

Format as per Annexure-6 must be signed, stamped and to be submitted alongwith the bid.

25.0 INSURANCE:

Successful bidder shall arrange Accident Insurance Policy (Workmen Compensation Policy) for his entire deputed workforce to site. The Contractor shall also take out a separate policy as per Workmen's Compensation Act. for his Indian workmen. The Insurance **Clause No- “H”** of General Terms and Conditions of Contract (GTC) should be referred in this regard.



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26.0 **ENGAGEMENT OF WORKFORCE (In conjunction with Sl. No. 4 of Technical Specification (Enclosure-II)):**

- 26.1 Successful bidder has to deploy to the extent possible (as per policy decision of the company valid from time to time), local project affected people and pay wages not less than the minimum wages as per minimum Wages Act of Central or state govt. (whichever is higher).
- 26.2 Payment of Provident Fund for the workforce deployed by him for the work as per the law prevailing under provision of CMPF/EPF and allied scheme valid from time to time shall be responsibility of the contractor.
- 26.3 In all the cases mentioned above, the successful bidder needs to ensure that the employee has become a member of any of the provident fund as the case may be and the unique membership number of the CMPF/EPF or Allied Scheme needs to be submitted to Employer.
- 26.4 In addition to the above, the successful bidder shall provide a copy of the updated passbook having entry made in the CMPF/EPF or Allied Scheme(s) of Provident fund as the case may be by the competent authority annually /as and when asked. Bidder shall also submit copies of statutory returns.

Note:

However, if the basic rate of wages of workforce as fixed by CIL (i.e. with respect to HPC wages) is revised during the contract period then the incremental difference shall be reimbursed on actual basis through a suitable mechanism as decided by CIL/Subsidiary.

Payment of Wages to successful bidder's workforce.	For Operation & Maintenance of Plant: High Power Committee (HPC) Wages of CIL.	The latest Rate as per CIL Notification and as available on the Coal India Limited Website (www.coalindia.in) shall be applicable.
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- 26.5 The successful bidder shall comply with statutory requirements of various acts including Child labour (Prohibition & Regulation) Act, 1986 as amended from time to time and all rules, regulations and schemes framed there under from time to time in addition to other applicable labour laws.
- 27.6 If the successful bidder fails to deploy the required workforce at site as per the requirement, the Engineer-In Charge shall impose a penalty for non-engaging the required personnel at site, at the appropriate daily wages rates published by the Government (Finance Department- Enhancement of remuneration of daily wage personnel and persons on the contract appointment) prevailing at the time of such non engagement on a per day basis. This amount shall be deducted from any moneys due to the contractor by way of this contract.

Note:- Detail scope with reference to engagement of vehicle (Dumper & payload) shall be referred to the Technical Specification (Enclosure-II).

**HEAVY ENGINEERING CORPORATION LIMITED****PROJECT DIVISION****ANNEXURE – 1****PART – I**

(To be filled by the bidder and to be uploaded along with techno-commercial bid)

Quotation No.....

Sl. No.	Requisite		Remark
1	Submission of the offer with signed and stamped copy of NIT alongwith filled copy of Annexure- 5, 6, 7, A, B, C, D, E, G, H, I, J, K, L, M, N, P & Q of commercial Terms & conditions (Enclosure-I) and Technical specification (Enclosure-II).	Upload the relevant documents	
2	All NIT Items must be quoted otherwise offer shall not be considered as the contract is to be finalized on Package Basis.	YES/ NO	
3	Class of the bidder (Class-I/Class-II/Non-Local supplier) must be specified in line with procurement policy of Govt. of India and Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020.	Class-I/Class-II/Non-Local supplier	
4	Declaration of local content as per Annexure -5 (Mandatorily to be enclosed)	Enclosed/ Not Enclosed.	
5	Whether SSI/NSIC/MSME	Yes/No (In case yes, then upload certificate)	
6	Whether SSI/NSIC/MSME owned by SC/ST/WOMEN Entrepreneurs	Yes/No	
7	Tender fee (Rs 5000.00) / EMD(Rs. 3 Lacs)	Yes/No (In case yes, then upload scan copy of DD/BG/Online receipt)	
8	Payment Terms for both deployment of workforce & vehicle	Yes/No	
9	Completion Time (two months or upto PG test whichever is earlier from the date of placement of WO/LOA)	Yes/No	
10	Offer's Validity (Ninety (90) days from the due date of opening of the tender)	Yes/No	
11	L.D Clause	Yes/No	
12	Performance Bank Guarantee	Yes/No	
13	Security Deposit	Yes/No	

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Sl. No.	Requisite		Remark
14	GST	Yes/No Applicable GST (%).....	
15	Inspection	Yes/ No	
16	Whether Terms & Condition/Note etc. mentioned in the tender enquiry is acceptable to the tenderer.	Yes/No	
17	GCC of HEC to be Accepted	Yes/No	
18	Declaration as per Annexure -6 (Mandatorily to be enclosed)	Enclosed/ Not Enclosed.	

(Signature of Tenderer with seal)



ANNEXURE - 2

PART-II (Price Bid)

1. The tenderer shall upload the digitally signed Schedule of price bid in the form of BOQ.xls
2. Bidders may please note, the schedule of quantities is attached in the portal. The same (BOQ) shall be downloaded and to 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.
3. Bidders to note that the price as per the offer is strictly to be mentioned under Part-II of Price bid and not to be disclosed in any manner under techno-commercial bid Part-I. In case price of the bidder is disclosed under techno-commercial bid Part-I, the offer of the firm will be summarily rejected.
4. If any item/part of BOQ is not quoted then offer of the firm **shall not be considered** as the contract is on **PACKAGE BASIS**.



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) In case of any clarification please contact M/s NIC, before the schedule time of the submission of bid. Contact Person:- **Shri Anil Kumar: 7808622224**
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) 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.
- (v) 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.
- (vi) 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.*
- (vii) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.



PREPARATION OF BIDS

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

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

SUBMISSION OF BIDS

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

ASSISTANCE TO BIDDERS

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.

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

Or

You may call to our successful bidder: 0651-2400562, 0651-2401266

E-Mail : projectpurchase@hecltd.com



HEAVY ENGINEERING CORPORATION LIMITED

PROJECT DIVISION

ANNEXURE-4

BANK GUARANTEE PROFORMA FOR
EARNEST MONEY DEPOSIT / TENDER FEE
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT)
(TO BE ISSUED BY ANY NATIONALISED/SCHEDULED BANK
AUTHORISED BY RBI TO ISSUE A BANK GUARANTEE)

To:

Heavy Engineering Corporation Limited
Ranchi-834004

WHEREAS _____ [*name and address of Tenderer*] (hereinafter called "the Tenderer")
shall be submitting its Tender dated _____ [*date of the Tender*] for the work.
[*name of the work*] (hereinafter called "the Tender").

KNOW ALL MEN by these present that we, _____ [*name of the bank*] of
[*name of the country*] _____ having our registered office at
[*address of the bank*] (hereinafter called "the bank"), are bound unto the Heavy Engineering Corporation
Limited, P.O. Dhurwa, Dist. Ranchi (Jharkhand) (hereinafter called "the Purchaser") for the sum of
[*amount of the Guarantee in words and figures*] for which payment well and truly to be made to the said
Purchaser the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said bank this _____ day of _____ 200_.

THE CONDITION of this obligation are :

1. If the Tenderer withdraws its Tender during the period of Tender Validity specified by the Purchaser on the Tender form ; or
2. If the Tenderer withdraws having been notified of the acceptance of its Tender by the Purchaser during the period of Tender Validity :
 - (a) Fails or refuses to execute the Contract Agreement when required ; or
 - (b) Fails or refuses to furnish the Security-cum-Performance Guarantee Security (if any) in accordance with the Tender conditions.

We, _____ [*name of the bank*] undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing the occurrence of 1 or both of the 2 (a) or (b) specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including the date _____ and any demand in respect thereof should reach the Bank not later than the date of expiry of this guarantee.

For and on behalf of the Bank.

Signature

Name

Designation

Common Seal of Bank



LOCAL CONTENT DECLARATION

Date:

To,

M/s HEC Ltd,
Plant Plaza Road
Ranchi-834004

Sub: Certificate as per clause 9 (a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 04/06/2020 and 16/09/2020).

Ref:

I (authorized signatory for M/s) declare the local content for the complete scope of work of the tender with their location details in the below mentioned table :

Sl. No.	For Complete Scope of NIT & TS	Local Content (in %)	Location details at which local value addition is made (Factory address)
1			

We also certify that the above details are true & correct and if found to be false then it shall be a breach of the Code of Integrity and our bid will be liable to be rejected and we will have no objection against rejection of bid.

For M/s

Authorized Signatory
(with company seal & Name)

Note :

- 1. In case the value of offer (Excluding Taxes) is more than 10 Crores INR , the above declaration will be required to be certified by Practicing CA with MRN & FRN of CA.**
- 2. The Local Content Declaration must be submitted by the bidder during submission of offer along with Techno-commercial Bid. No change in Local Content of declaration will be allowed once the bid is submitted.**



DECLARATION AS PER CLAUSE NO-24 OF ITT

To,

M/s HEC Ltd ,
Plant Plaza Road
Ranchi-834004

Sub:- Certificate as per Order No. F. No. 6/ 18/ 2019 - PPD dated 23.07.2020 issued by Ministry of finance (dept of Expenditure)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares land border with India and on sub-contracting to contractors from such countries; I/we clarify that we, M/s..... (Name of bidder)are not from such countries or, If from such a country, has been registered with the Competent Authority and will not sub-contract any work to the contractor of such countries unless such contractor is registered with the Competent Authority. I/ we hereby clarify that we, M/s.....(name of bidder) fulfills all requirements in this regard and is eligible to be considered against the tender. [Where applicable, evidence of valid registration by the competent authority mast be attached]

For M/s

Authorized Signatory
(with company seal & Name)



FORMS OF TENDER

Sub: TENDER for the Work _____

To _____

Dear Sir,

We offer to execute the Works/Services described above in accordance with the Conditions of Contract accompanying the Tender Document issued to us.

This tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you received.

We hereby confirm that this tender complies with the tender validity and tender security required by the tender documents.

Yours faithfully

Authorised Signature :

Name and Title of the Signatory :

Name of Tenderer :

Address :

Date :

(To be filled by the tenderer)



HEAVY ENGINEERING CORPORATION LIMITED

PROJECT DIVISION

ENCLOSURE - I

COMMERCIAL TERMS AND CONDITIONS

Tender No: HEC/PROJ/CC/MADHUBAND/22-

Dated: -23.12.2022

DEFINITIONS:

EMPLOYER	Madhuband NLW Washery / Bharat Coking Coal Ltd. (BCCL)
PURCHASER	Heavy Engineering Corporation Limited
SUCCESSFUL BIDDER	Successful Bidder
ITT	Instructions to Tenderer
Scope of service	Refer Technical Specification (Enclosure- II)
Site Engineer	Engineer In charge of Employer
Store/Site	Store/Site shall be the Store/Site of the Employer at Madhuband NLW Washery / Bharat Coking Coal Ltd. (BCCL), Dhanbad
Controlling officer	Site In charge of HEC Ltd. at Madhuband NLW Washery Site

Sub: Open Tender Inquiry for deployment of workforce & vehicle during full-fledged trial run operation of 5.0 MTPA Madhuband NLW Coal Washery Plant to achieve test parameters before conducting final PG test at Madhuband Washery Complex , BCCL, DHANBAD on PACKAGE BASIS.

Sealed tender is invited from the eligible tenderers as per Technical Specification (Enclosure-II) for providing workforce & vehicle at Madhuband Washery Complex, BCCL, DHANBAD.

The details of the tender are given below:

I. Introduction:-

- a) The proposed Madhuband washery is located in the vicinity of existing Madhuband Washery of BCCL in Block – II Area, P.O. Nudkhurkee, district of Dhanbad; state- Jharkhand, PIN- 828307. The entire land for the proposed washery is in possession of BCCL. The drawing showing the site of proposed Washery and existing Madhuband Washery.

The proposed Washery is connected to Dhanbad town by an all weather road and located at a distance of about 35 Km from Dhanbad town. NH-32 passes through Dhanbad town and connects with NH-2, the distance being about 5 Km. The nearest Railway station Khanudih (South Eastern Railway) is about 3 Km by road. The nearest Airport is at Ranchi and its distance is about 160 Km by road from the proposed Madhuband NLW Washery. Distance of Kolkata port is about 300 Km from proposed Washery.

The climate is tropical with hot summer. The temperature during summer goes as high as 48.3°C in May-June. In winter (December to January) the temperature is about 5.1°C. The average annual rainfall varies between 259 mm to 872 mm. The maximum rainfall recorded so far is 863 mm in July 1990. The relative humidity varies from 27% to 91% between March to July. The proposed site is located in seismic zone III as per IS 1893.



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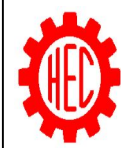
A coking coal washery at Madhuband is proposed to be constructed to beneficiate 5.0 Mtpa NLW coal. This tender document broadly covers Installation of a Coal Washery Plant for NLW coal of throughput capacity of 5.0 Million tonnes per annum (Mtpa) in the vicinity of existing Madhuband Washery of BCCL on BOM concept. The work includes planning, design & engineering, selection of necessary equipment & machinery, procurement, delivery, erection/ installation, testing, successful commissioning including PGT of coal washing plant and all allied activities for setting up of Coal Washery on BOM concept and ensure reliable, uninterrupted supply of desired quantity & quality of washed coal and middlings for the client(s) of BCCL.

Washery complex in general shall include the provision of raw coal receiving arrangement; main coal washing plant; delivery arrangement of washed coal and middling's; emergency stockpile of raw coal, washed coal & middlings and all allied facilities such as thickeners, slurry pond, different service buildings etc.

- b) **Offers from competent bidders are invited as per the schedule of requirement as mentioned in the technical specification placed at enclosure-II. Offers to be submitted only through online mode at E-tender Portal i.e. www.etenders.gov.in (Method of offer preparation and submission has to be referred from ITT).** The details of the tender are given below:

II. MANDATORY REQUIREMENTS FOR BIDDERS: (to be uploaded with the offer)

- a) ***Bidder shall have experience of plant commissioning, operation & maintenance for at-least 5 years in 5 MTPA washery/CHP having conveyor capacity minimum 1000 TPH/combined together. In this context bidder has to submit W.O copy alongwith work completion certificate (if any) issued by their employer alongwith offer.***
- b) The bidder should be registered with Income Tax Authorities. The self attested or copies attested by notary public of PAN issued by the Authorities shall be attached with the bid.
- c) The bidder should be registered with GST department and self attested/ copy attested by notary public of GST registration certificate issued to the Successful bidder shall be attached with the bid.
- d) The bidder should be registered with PF & ESIC authorities and self attested/ copy attested by notary public of the registration certificate of both PF & ESI duly issued by the authorities shall be attached with the bid.
- e) The bidders should give a declaration that they have not been banned or delisted by any Government or Quasi Govt. agencies or PSU's. If a bidder has been banned by any Government or Quasi Govt. agencies or PSU's that must be clearly stated and it may not necessarily be a cause for qualifying him. If this declaration is not given, the bid will be rejected as non responsive.
- f) Financial standing – Documents to be enclosed with the offer should be certified by bank, audited profit & loss account, Balance sheet, annual turn-over, access to adequate working capital.
- g) Bidders have to upload Affidavit as per Format given at Annexure G.
- h) Availability of key personnel for supervision and management of the work indicated.
- i) **The Contractor must possess a valid PSARA Certificate issued by Govt. of Jharkhand which is required to be provided at the time of submission of offer.**



III. PRE QUALIFYING CRITERIA AND EVALUATION CRITERIA OF BIDS:

1. Technical Qualifying Criteria

Experience of having successfully completed/running of similar works in terms of plant commissioning, operation & maintenance for at-least 5 Years ending last day of month previous to one in which bid application is invited should be either of the following in 5 MTPA washery/ CHP having conveyor capacity minimum 1000 TPH/combined together:

- Three similar completed works costing not less than **Rs. 41,68,000.00 (Rupees Forty One Lacs Sixty Eight Thousand only)**
Or
- Two similar completed works costing not less than **Rs. 52,10,000.00 (Rupees Fifty Two Lacs Ten Thousand only)**
Or
- One similar completed work costing not less than **Rs. 83,36,000.00 (Rupees Eighty Three Lacs Thirty Six Thousand only)**

Details with Value, Name of the Client etc are to be uploaded as documentary evidences for Completion/Performance Certificate (if any).

“Similar work” means experience in terms of plant commissioning, operation & maintenance in 5 MTPA Washery / CHP having conveyor capacity minimum 1000 TPH / combined together as specified in Enclosure–II (Technical Specification).

2. Financial Qualifying Criteria

- a) Average annual financial turnover of the successful bidder during last three (3) years, ending 31st March of previous financial year should not be less than **Rs 31,26,000.00 (Rupees Thirty One Lacs Twenty Six Thousand Only)**. In this regard, Audited Annual Accounts, Profit & loss account, Balance sheet have to be furnished.

3. Evaluation criteria of Bids:

Technical Evaluation shall be considered on the basis of the following documents:

- a) Tenderer's profile (refer Annexure-A given hereinafter)
- b) Declaration of relationship (refer Annexure-B given hereinafter)
- c) EMD
- d) Cost of Tender documents
- e) Pre-qualification criteria as mentioned above
- f) Bidding Firms/Individuals will submit a copy of their PAN card related to Income Tax.

Other Conditions:

- a) The Bidding Concerns/Individuals shall categorically mention their own PF code number allotted by RPFC and submit a copy of registration certificate issued under Employee's Provident Fund and Miscellaneous Provisions Act 1952 may.
- b) The Bidding Concerns/Individuals shall categorically mention their ESIC Registration number allotted by ESIC and submit a copy of registration certificate issued under the Employee's State Insurance Act, 1948.
- c) Bidding Concerns/Individuals shall submit a copy of their Registration certificate issued as per the Private Security Agencies (Regulation) Act 2005.
- d) Bidding Concerns/Individuals shall submit a copy of their GST Registration Certificate.



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- e) 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, under section 12 of Contract Labour (Regulation and Abolition) Act 1970 as amended from time to time.
- f) A copy of Partnership deed / Memorandum of Association is to be submitted, if applicable.
- g) **Work Experience:** The tenderer will submit a List of Work-orders executed / being executed rendering similar services as mentioned above with details in the format given below. The tenderer will also enclose therewith copies of all such listed work orders & Performance/Work Completion Certificates (If any) issued by the Principal Employer for the respective periods mentioned in the work orders. Copies of wage sheets, EPF and ESI challans for the last month of the respective periods 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.

Format for submitting the details of work-experience

Sl. No	Name & Address of the Establishment	Turnover of the Estt.	No of employees in the Estt.	Period of Contract	Contract value	Types of Services provided

- i) Corporation reserve the right to ask for any document in original which may be required for evaluation/ Clarification / Verification of the technical bid.
- ii) Submission of any document after opening of bid shall not be allowed unless asked for in writing.
- iii) Conditional offer in technical bid will be liable for rejection.
- iv) Conditional offer in price bid shall be straight away rejected.
- v) 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.
- vi) Every Tenderer will have to submit a declaration in support of the authenticity of the credentials submitted by him alongwith the Tender in the form of an AFFIDAVIT as per the format provided at **ANNEXURE – G**

4. Non-Disclosure Agreement / Confidentiality

The empanelled successful bidder & its manpower shall maintain confidentiality of data, information and other matters in connection with the execution of any work awarded by HEC Ltd. The undertaking regarding confidentiality must be given at Non-Disclosure Agreement/ format given in **ANNEXURE-‘P’**.

5. Commercial Terms & Conditions :

- i) **The contract will be for a period of 2 (two) months or upto the PG test whichever is earlier from the date of issuance of the Initial Work Order.**
- ii) The contract may be extended for further period of another six months at the discretion of the management at the same terms and conditions subject to satisfactory performance of work and acceptance of the contractor.
- iii) The contractor is not permissible to out-source / sub-let of a portion of the contract or complete contract work on his own.
- iv) The works will be performed at any location of entire Madhuband Washery complex and regulate movement of vehicles and persons at the entry/exit gates or any place as directed by the Site In-charge of HEC at Madhuband Washery Complex commonly known as Controlling Officer in consultation with the Executing Authority.
- v) Complaint, if any, received from respective Executing Authority / Controlling Officer for non-performance of daily work assigned to a security worker, a suitable penalty will be deducted from the work bill.



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- vi) The bidders will be responsible for the safety of his security personnel at the work site. He will arrange protective safety items for his security personnel at his own cost Personal.
- vii) The Bidders shall comply with the instructions issued to him by the Executing Authority/ Controlling Officer from time to time.
- viii) The successful bidder should pay salary to their workforces by 10th of every month.
- ix) Each and every person to be rotated within the Site during their stay.

x) **Method of quality and quantity measurement :**

- (a) The Controlling Officer will keep a record of accomplished assignment, on the basis of which the work bill of the tenderer will be verified. If the tenderer fails to get the allotted assignments completed, due to non-availability of his workforce or any other reason, the payment will be made on pro-rata basis (expressed as man-days lost due to absence).
- (b) The number of workforce as specified for each category (having specific price-rate) conveyed in writing through contract/work-order/amendments/communiqué has to be maintained on every day. **For every number of short-supply of workforce from the declared standard number of workforce, as a penalty recovery at the rate double of the wage of said type of workforce will be made.**
- (c) The Controlling Officer will organize the quality and quantity measurement of the performance.

6. **Inspection:** Inspection of work will be done by the Executing Authority/ Site In charges of HEC at Madhuband Site/ Authorized executive by HEC.

7. **Contractor's Responsibilities:**

In addition to the responsibilities stipulated in the respective clauses of this tender, the Contractor shall also fulfill the following responsibilities.

- a) The contractor before the deployment of his workforce will submit a list of his workforce in duplicate to the Office of Site In charge of HEC at Madhuband NLW Washery Site. The original copy will be forwarded to the Site In charge of HEC at Madhuband NLW Washery Site for **issuance of Gate Passes** after due scrutiny.
- b) The Bidder will provide attendance register for marking of attendance of his workforce and submit monthly attendance data sheets to the respective Work Site.
- c) The contractor will grant leave to his workforce as per their entitlement.
- d) The workforce engaged shall be given one day rest in a week, that is, one day after six consecutive days of physical work.
- e) The Contractor shall make wage payments to his workforce only through Bank Account of the workforce and submit proof thereof. No wage period should exceed one month. The contractor will make its own arrangements for fund to pay his workforce on or before 10th day of every month even if payment by Corporation has not been made to them.
- f) The Contractor will submit proof of payment of Bonus and encashment of un-availed annual leave to its workforce on the basis of their period of work performed at time of their separation/due date of payment.
- g) The successful bidder shall have to pay gratuity amount to each workman for the period of contract and extension thereof at the end of the contract period or extension thereof. This amount will be calculated on pro-rata basis, @ 15 days last wages (Basic + DA) drawn by the workman for each completed year.
- h) 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.



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- i) The Contractor will report immediately to the Executing Authorities any accident occurred to his deployed workforce out of in course of their engagement inside the factory premises.
 - j) Once the work is completed in terms of the works contract, the contractor will prepare the final bill in full and final settlement of the claim duly certified by the Controlling Officer of the related work indicating that nothing is outstanding against the contractor.
 - k) The Contractor should either himself or his authorized representative be physically present every day during working hours and he or his representative will report to Executing Authorities daily for taking instructions and for coordinating the work and maintaining the various records i.e. quantum of works done, number of workforce engaged etc. The acts done by the authorized representative shall be binding on the Contractor.
 - l) 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.
 - m) The Contractor will have to submit daily report for the workforce engaged on the day for work to the Site In charge of HEC at Madhuband NLW Washery Site with effect from the date of commencement of the work till completion.
 - n) **Compliance of statutory provisions (Refer Appendix-I):** The Contractor will strictly adhered to 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.
 - o) **Special responsibilities of the contractor:** The cost on account of the “Additional Responsibilities of the Agencies” under this clause is deemed to be included in the tendered rates.
 - p) **FIR:** In case of any kind of theft being reported at site, if the case is not recoverable by successful bidder, same to be reported to nearby Police station with proper complaint and FIR copy to be submitted to HEC. No other information signed and sealed by police is not acceptable letter is acceptable.
8. The Successful bidder shall employ only competent and orderly persons to do the work. The HEC management shall have the right to ask the Successful bidder / Agencies to remove from the work site any one of the faulty persons who in their opinion is undesirable and the Successful bidder will have to remove him within twenty four hours of issue of such orders.
 9. All accounts shall be maintained properly and the HEC shall have the right of access and inspection of such books of accounts etc. relating to payment of workmen considered necessary and HEC management may ask for proof of the payment made to the bank account of the workforce by the contractor.
 10. The Successful bidder shall at all times during the currency of the contract shall take insurance policy covering all risk, claims, damages, or compensation payable under the Employees' Compensation Act or under any other law relation thereto. The Successful bidder shall ensure that the insurance policy / policies is / are kept alive during pendency of the contract by timely payment of premiums and it / they not be cancelled without the approval of HEC management and a provision is made to this effect in all policies, and similar insurance policies are taken by his sub-agencies if any. The cost of premium shall be borne by the Successful bidder and it shall be deemed to have been included in the tendered rate.
 11. HEC management may provide the client / successful bidder / agencies free of cost internal telephone facility for effective management of the work for internal communication only. For safe custody of such instrument, the successful bidder will ensure that these instrument / instruments are not lost, stolen, damaged or otherwise deteriorated. In case any instrument is damaged or lost or stolen during its custody, it will be agencies responsibility to replace the same free of cost to HEC, or HEC will recover the cost of the Instrument as on date.



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12. Provision of Boarding and Lodging to its deployed workforce shall be the responsibility of the Successful bidder at their own cost. No boarding and lodging to work force will be provided by HEC. However one ordinary type accommodation/ Barrack if available may be provided to the workforce in charge of the successful bidder on payment of usual charges.
13. The Successful bidder will deploy and carefully select well trained and motivated workforce who are fully trained in operation & maintenance of the plant. The entire workforce will be employees of the Successful bidder and in no case these employees of successful bidder can have any claim whatsoever with HEC / employed anywhere at the same point of time.
14. In case HEC points out that there is certain slackness in execution of the work in its premises, the Successful bidder will review the situation and will take necessary action within a reasonable time.
15. In case of breakdown of law and order or natural calamity the Successful bidder will deploy reasonable number of additional manpower, as per instruction of HEC.
16. The HEC management may ask the Successful bidder to increase / decrease the manpower in any / all categories giving one month notice to the successful bidder and the successful bidder will comply the same forth with. Payment shall be made as per revised deployment and the same rates as per contract.
17. In order that deployed workforce may not develop local bias/vested interest, the Successful bidder shall change the deployment of workforce such that no such personnel is deployed in HEC / designated area / premises for more than one month in one stretch. This cycle shall continue during the entire tenure of this contract. The cost of rotation of workforce will be borne by the Successful bidder.
18. No TA / any other claims will be accepted, for the duties defined in this contract.
19. It shall be binding on the deployed workforce of the successful bidder not to divulge any confidential or sensitive information that comes to their knowledge directly or indirectly.
20. The successful bidder will not deploy any workforce who has been asked to leave or to be removed from HEC on disciplinary ground by HEC.
21. The successful bidder will not deploy any workforce who are having any criminal background or having any criminal case pending against him.
22. 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:
 - If the Successful bidder commits default in proceeding with the services with due diligence and continues to do so even after a notice in writing from the Site In charge of HEC at Madhuband NLW Washery Site, then on the expiry of the period as specified in the notice.
 - Or
 - If the contractor 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 the Officer-in-charge, then on the expiry of the period as may be specified by the Site In charge of HEC at Madhuband NLW Washery Site in a notice in writing.
 - Or
 - If the contractor obtains a contract with the company as a result of ring tendering or other non-bonafide methods of competitive tendering.
 - Or
 - If the contractor 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 favour or disfavour in relation to the obtaining or execution of this or any other contract for HEC.



23. On the death of the contractor being a proprietary concern or of any of the partners in the case of a partnership concern and HEC not being satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern are capable of carrying out and completing the contract. The decision of HEC in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.
24. On cancellation of the contract or on termination of the contract, the Site In charge of HEC at Madhuband NLW Washery Site shall have the following powers:
- To carry out the incomplete work/services by any means at the risk and cost of the contractor.
 - To recover the amount determined as above, if any, from any amount due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same on demand. The need for determination of the amount of recovery of any extra cost/expenditure or of any loss/damage suffered by the department shall not, however, arise in the case of termination of the contract for death/demise of the contractor as stated in NIT.
25. **Compensation:** If, any loss of property belonging to HEC Ltd. and its employee takes place within the designated area, due to negligence on part of the Successful bidder it shall be liable to compensate for 100% of the loss within 30 days of reporting of loss. In the event of such loss of property, a committee comprising of representative from HEC and the Successful bidder shall be constituted. This committee shall comprise of one member each from the successful bidder, Finance Deptt/Project Division/ HEC Ltd and Project Division/HEC Ltd. This committee shall prepare a report and assess the total value of loss. In event of any dispute, the decision of the Management of Heavy Engineering Corporation Limited Ranchi-834004 shall be final and binding.
26. Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required at their own cost.
27. During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices causing any loss of revenue to the company, the company shall be entitled to terminate the contract forthwith duly forfeiting the contractor's Performance guarantee.
28. 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 contractor to the HEC within seven days. The Company shall be entitled to recover the amount from the contractor by deduction from money due to the contractor or from the Performance Security.
29. The contractor 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 contractor.
30. The bidder shall have got itself registered with the concerned authorities of Labour Department Govt. of Jharkhand under contract Labour (R&A) Act 1970.
31. The contractor shall get workforce screened for visual, hearing, gross physical defects and contagious diseases. HEC will be at liberty to get anybody examined in case of any suspicion. Only physically fit personnel shall be deployed for duty.
32. Workforce engaged by the contractor shall not take part in any staff union and association activities in any manner either direct or indirect.
33. The company shall not be under any obligation for providing employment to any of the workforce of the contractor after the expiry of the contract. The Company does not recognize any employee-employer relationship with any of the workforce of the contractor.



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34. As a result of post payment audit any over payment is detected in respect of any work done by the successful bidder or alleged to have done to the successful bidder under the tender, it shall be recovered by the HEC from the successful bidder.

35. The contractor shall make arrangement for providing quick response teams [QRTs] in emergency situations.

36. Instructions to the Bidder for quoting Price:-

- a. **The Price Bid will comprise as per BOQ (Price bid Format). The Bidder shall quote rate payable by the Corporation to the Bidder. The Quoted price shall comprise of Basic component of salary + Statutory components which are CPF, ESIC, EDLI, Administrative Charges, Bonus, Medical Expenses etc. of any other statutory requirement as per Govt. Statutory Norms and Service Charge/Profit Margin of the bidder. The Quoted price of the bidder under BOQ of price bid will be firm and final and no extra claims whatsoever will be admissible.**
- 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. Submission of Rate Analysis will give better understanding of different financial aspects involved therein.
- c. The quoted rates should be inclusive of all taxes, royalties and other statutory levies applicable, if any **except GST**. During the tenure of contract, the Corporation will not take any liability for increase or variation in the rates of statutory taxes/ royalties / levies / remittances etc.
- d. The offer of the bidder will remain valid for 90 days from the date of opening.
- e. The Bidders may inspect the places of work at Madhuband Washery complex with permission of DGM Site In charge/HEC at Madhuband Site before quoting the rates.
- f. The Bidders should quote a workable rate. If tenderer quotes **unworkable rates** and is considered for placement of order, the said tenderer will be asked to justify the rate quoted.

37. Bids offering rates for workforce which are lower than the minimum wages as prevailing in Jharkhand state for the pertinent category would be rejected.

38. Taxes and duties applicable :

- a. The Contractors will get their GST Registration. The Contractors will submit receipt of payment of GST by them and also file necessary GST returns to enable the Corp. to avail input tax credit, failing which the amount advanced to them will be realized from their subsequent bills / EMD / Security Deposit.
- b. All statutory Taxes and Duties except Goods & Services Tax (GST) as per prevailing rates are to be borne by the Bidder. However, if any new Tax or Duty is levied after issue of Letter of Acceptance/ Work Order, the same may be considered for reimbursement on request and submission of evidence.
- c. HEC shall deduct from the bills any amount deductible on account of taxes under the provisions of law.
- d. In case of any default / delay in payment of GST, wrong claim of CENVAT credit etc by the contractor / Service provided, HEC Ltd would not be responsible and in no case any such claim of the contractor / service provided will be entertained by the HEC Ltd.

39. 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.



40. PAYMENT TERMS for deployment of workforce:

- a. Payment will be made once in month on satisfactory completion of work in a particular month after verifying the claims submitted by the contractor for the said month. The claims should be supported by all requisite documents pertaining to GST, payment of wages, CPF, Group Insurance, statutory taxes, etc. in respect of the preceding month.
- b. There is a prescribed form for submitting the monthly claim against performance of the operation & maintenance work, which can be collected from Site In charge of HEC at Madhuband NLW Washery Site.
- c. Contractor has to submit his monthly running bills to the Executing Authority. The Executing Authority will verify the performance and recommend the payable amount as well as recovery against penalties and other amount, if any to Finance/Project Division / HEC for making payment accordingly.
- d. The successful bidder shall raise the Tax Invoice, in **quadruplicate**, along with a copy of record of hours (project wise) duly certified by HEC Site In-Charge of the respective site. Successful bidder shall submit their invoice at the end of each month for the services rendered during the month.
- e. The Tax Invoice shall accompany copies of PF & ESI Challan, monthly attendance sheet duly certified by Site I/c or representative of HEC Ltd., GST deposit Challan, monthly wage sheet duly certified by Site I/c or representative of HEC Ltd. etc.
- f. In case of unauthorized absence of deployed personnel from their Workplace, per day Salary and Service Charge shall be deducted against the running bills of Successful bidder. Further for continuous three days of unauthorized absence, one day Salary and Service Charge both shall be deducted per each three days of absence against the running bills of Successful bidder.
- g. HEC Ltd reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.
- h. The payments will be made to the contractor through net banking/ RTGS etc. Refer **ANNEXURE-K**.

Payment for “ENGAGEMENT OF VEHICLE” will be referred to the Clause No. (5) (VIII) of technical specification (Enclosure-II).

41. SECURITY DEPOSIT:

- a. On acceptance of the Tender, the successful tenderer shall furnish a Security Deposit for an amount equivalent to 10% (Ten percent) of the Basic value of the Contract after adjustment of the EMD, before signing of the agreement. The same shall be submitted in the form of a DD/Bank Guarantee. DD should be made in favour of “Heavy Engineering Corporation Limited” Payable at State Bank of India, Ranchi from any of the Nationalized Banks or Scheduled Banks in Ranchi and operable at Ranchi Jharkhand only. For BG, proforma of the same is attached at **ANNEXURE-L**.
- b. In case the Successful Bidder is not capable to submit security deposit @ 10% of Total Contract Value either in the form of DD or BG, Security Deposit for 5% of Total Contract Value can be submitted in the form of DD/BG and rest 5% of Total Contract Value shall be retained against monthly RA Bill.
- c. The total Security deposit shall be refunded to the successful bidder on completion of Work duly certified by Site I/c/representative.
- d. BG mandatorily to be submitted through SFMS Mode as per the following details:-
 - (i) The Bank Guarantee issued by a scheduled bank shall be operative at its branch situated at Ranchi (Jharkhand) or if the issuing bank does not have any branch at Ranchi then Bank Guarantee shall be operative at any of its Kolkata Branch.



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- (ii) The Bank Guarantee (BG) issued by the issuing Bank on behalf of contractor in favour of "Heavy Engineering Corporation Limited" shall be in paper form as well as issued under "Structured Financial Messaging System (SFMS)".

The details of beneficiary for issue of Bank Guarantee (BG) under SFMS platform is furnished below: A. State Bank of India as advising Bank of HEC:

1	Name of the Beneficiary and his details	i	Name	Heavy Engineering Corporation Limited
		ii	Area	Ranchi
		iii	Name of Bank	State Bank of India
		iv	Bank Account No.	30073880917
		v	Swift No.	SBININBB387
2	Beneficiary Bank Branch and Address	i	Name of Bank	State Bank of India
		ii	Bank Branch name	SME Branch, MECON Campus
		iii	Branch code	09620
		iv	Beneficiary Bank Branch IFSC	SBIN0009620
		v	Beneficiary Bank Address	SME Branch, MECON Campus, Doranda-834002 (Jharkhand)

Failure of the successful bidder to comply with the requirement as above shall constitute sufficient ground for cancellation of the award of work and forfeiture of the bid security/ earnest money.

In addition to the above penal measures, the bidder will not be allowed to participate in the re-tendering process. The bidder may also be debarred from participating in future tenders in the subsidiary for a minimum period of 12 Months.

42. Liquidated Damage and Risk and Cost and compensation for damages :

a. 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.

b. 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.

- c. 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.

43. Escalation :

The Corporation will not take any liability for increase on account of enhancement in the cost of workforce, fuel oil or commodities or on account of price-rise during the contractual period and the extended period.

44. Additional terms and conditions :

- a. **No-claim situations:** No claim on account of idle workforce, interruption of work or any other account for any reasons whatsoever will be entertained.



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- b. **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.
- c. **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.
- d. **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 of HEC for a period of next two years.
- e. **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.
- f. **Supervisor:** Contractor or his authorized representative shall be supervisor who will take the instructions from the Site In charge of HEC at Madhuband NLW Washery Site and accomplish the work. The contractor will intimate his as well as his authorized representative's contact address and telephone numbers to the Site In charge of HEC at Madhuband NLW Washery Site to contact them in odd hours.
- g. **Executing Authority/ Controlling Officer:** Site In charge of HEC at Madhuband NLW Washery Site or their representatives will be the Controlling Officer of this contract. After award of the works contract, the Contractor has to take all necessary instructions/guidance from them only.
- h. **Materials:** Materials required for performing the works shall be provided by the Contractor at his own cost.
- i. **Declaration / Discloser of Relationship:**
The Tenderer/bidder has to declare whether the Tenderer, Proprietor or any Partner of the partnership firm or Director of their Company, as the case may be, has any relation with any employee working in any Plant /Offices of HEC and if so the tenderer / bidder shall declare the name of such employee and his relationship. The tenderer / bidder shall also declare whether he has relationship with any of the Directors of HEC within the meaning of Section 6 of the Companies Act, 1956 and if so, he shall furnish the details thereof. The Tenderer, Proprietor / Partner / Director of the bidder firm / Company must submit a declaration whether any of his / their member(s) or relative(s) is/are partners / Director of any other bidder(s) participating in this bidding at the time of opening of Techno-Commercial bid. If so, only the lowest bid of such firms / Company shall be considered. The above shall be given in **Annexure-B**.
- j. General Terms & Condition (GTC) will be binding on tenderers / contractors. GTC (**refer ANNEXURE-F**) and other specifications are available for inspection in the office of DGM/I/C/ Purchase & Contract Cell/ Project Div./ HEC Ltd , Ranchi-4 before submission of offer on any working days during office time.
- k. 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.
- l. 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.
- m. The parties to this contract at first instance shall make endeavour to settle by mutual discussion all the questions of disputes or differences arising out of, or relating thereto, or in connection with this contract and in the event of failure of settlement, Chairman-cum-Managing Director of the Company (HEC Limited) for adjudication by a Sole Arbitrator to be appointed by him (CMD of the Company) who (Sole Arbitrator) shall adjudicate the matter in question in accordance with the Arbitration and Conciliation Act 1995 (For short "Act") and publish the award.



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The parties shall have no objection if the Sole Arbitrator so appointed is an employee or ex-employee of HEC Ltd. If the Sole Arbitrator for any reason, whatsoever, becomes unable to proceed with the arbitration, the Chairman-cum-Managing Director of the company shall appoint his successor arbitrator who may proceed with the reference from the stage it was left by his predecessor subject to the provision of the Act. The venue of the arbitration proceeding shall be at Ranchi in the State of Jharkhand alone.

- n. For any disputes arising out of this contract the jurisdiction shall be in the Courts at Ranchi.
- o. **Constituents of tender:** The Tender Document, Letter of Acceptance, GTC and Agreement will form the part of Contract. In the event of varying or conflicting in any of the document(s) forming part of the contract, the Accepting Authority's decision / clarification shall hold good with regard to the intention of the document or contract as the case may be.
- p. **Determination and Termination of Contract:** The Contract can be determined and terminated in terms of Clause 7 of the General Conditions of Contract. The contractor has to give **notice period of three** month to HEC for termination of the contract. HEC/Contract Giver will give a notice period of one month to the contractor for termination of the contract.
- q. **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. The cost of the required stamp papers for the contract agreement shall be borne by the Successful bidder. After award of work and on execution of contract / issue of work order, as the case may be, the Successful bidder 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 Successful bidder for any purpose other than this contract & the Successful bidder shall ensure that all persons employed for this contract strictly adhere to this and maintain secrecy, as required of such documents.
- r. **Interpretation & Saving:**
- i) 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.
- ii) 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

DGM/I/C/PUR & Contract Cell
Project Division/HEC



STATUTORY REQUIREMENT AND LABOUR LAWS

As a part of the contract, the following shall be strictly adhered to in compliance with Statutory Obligations and Labour Laws, which will be checked time to time by respective representatives of HEC:

1.0 ADHERENCE TO LABOUR LAWS:

- 1.1 The contractor shall be required to obtain Labour Licence for engagement of workers from the Competent Authority before commencement of the work under the provisions of Contract Labour Regulation & Abolition Act, 1970.
- 1.2 The Contractor shall be required to abide by the provisions of the Contract Labour (R&A) Act 1970, Payment of wages Act, 1936, the Employees' Compensation Act 1923, the Factories Act 1948, the Employees Provident Fund and Misc. Prov. Act 1952, the Employee State Insurance Act 1948 and all their subsequent amendments and rules framed there under. In the event of Contractor failing in making necessary statutory remittance, the same will be deducted from the Contractor's Bills.
- 1.3 The contractor shall submit applications forwarded by the Controlling Officer/Executing Authority of the concerned department to Contract Cell for obtaining photo gate pass of his labours. The Contractor shall follow the Gate Pass procedure.
- 1.4 The Contractor shall issue employment card and wage slip to all workers engaged by him.
- 1.5 The Contractor shall maintain the following major Registers :
 - i) Register of Persons employed by the Contractor (**Form-XIII**). Note that it should also have colour stamp size photograph of the person, his date of birth and the validity period of the gate pass(access permit)
 - ii) Register of Wages (**Form - XVII**)
 - iii) Muster Roll (**Form – XVI**)
 - iv) Register of Deduction of damage or loss (**Form-XX**)
 - v) Register of Fines (**Form-XXI**)
 - vi) Register of Advance (**Form-XXII**)
 - vii) Register of Overtime (**Form-XXIII**)
 - viii) Register of Accidents as per Factories Rules 1950
 - ix) Register for payment of leave wages
 - x) Registers relating to PF, ESI, Bonus, etc.
 - xi) Attendance Register
 - xii) Monthly Book of office copy of Wage Slip (Form-XIX) issued
- 1.6 The Contractor shall be under obligation to send the returns to the Licencing Officer and other competent authorities as are required under different provisions of Law.

2.0 ACCIDENT/INSURANCE

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



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

3.0 SAFETY& HEALTH

3.1 The contractor will ascertain the nature and types of Personal Protective Equipments [PPEs] to be provided to his labours from the Executing Authority / Controlling Officer or In-charge of Safety Dept/HEC 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 I/c Security/Contract Cell in the prescribed format to 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:



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 / 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 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:



HEAVY ENGINEERING CORPORATION LIMITED

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TECHNICAL BID

Annexure-B

DECLARATION / DISCLOSER OF RELATIONSHIP

1	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relation with any employee working in any Unit/Plant/Office of HEC?	Yes/No If yes, give detail in the Table below.
2	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relationship (within the meaning of Section 6 of the Companies Act 1956) with any of the Directors of HEC?	Yes/No If yes, give detail in the Table below.
3	Whether the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be, has any relation with any partner / Director of any other bidder(s) participating in this Bid.	(To be furnished after opening of the Technical Bid)

Sl. No.	Name, P.No., Designation, Posting of the employee(s) / Director of HEC related to the Tenderer, Proprietor or any Partner of the firm or Director of the Company, as the case may be	Relationship	Signature of employee(s)/ Director concerned

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

Signature of Tenderer.

Name:

Date:

Seal:



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:



HEAVY ENGINEERING CORPORATION LIMITED

PROJECT DIVISION

TECHNICAL 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/BG towards Application fee for tender	
3.	Income tax returns / Annual Returns pertaining to last 3 years	
4.	Copies of Contract Completion / Work Order / Performance Certificates in support of experiences of "similar work" executed during last five 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.	CPF Registration Certificate*	
10.	Labour Licence*	
11.	Insurance Coverage Certificate* (General Insurance Scheme under LIC or EDLI)	
12.	GST Registration Certificate	
13.	Tenderer must declare that he/his organization has not been convicted or blacklisted by any PSU or Govt.	
14.	PAN No.	
15.	A certified copy of Registration Certificate in case of a Cooperative Society	
16.	A certified copy of Passed resolution for taking up the work on contract and authorizing its representative to file tender on its behalf	
17.	The Contractor must possess a valid PSARA Certificate issued by Govt. of Jharkhand which is required to be provided at the time of submission of offer.	
18.	Annexure-Q (To be uploaded)	

*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:



ANNEXURE-F

GENERAL TERMS & CONDITIONS (GTC)

A. DEFINITIONS:

‘Employer’ or ‘Department’ or ‘Management’ or “Heavy Engineering Corporation Limited (HECL)” or ‘Company’ means the Heavy Engineering Corporation Limited (HECL) who will employ the successful bidder represented by the appropriate authority.

- a. The word “contractor/Successful bidder” wherever occurs means the successful Bidder/Successful bidder who has deposited the necessary Earnest Money and has been given written intimation about the acceptance of tender and will include legal representative of such individual or the successors and permitted assignees of such individual, firm or company, as the case may be.
- b. “Accepting Authority” shall mean the management of the company and includes an authorized representative of the company or any other person or body of persons empowered on behalf by the company.
- c. “The Site” shall mean the site of the contract/ work/ services.
- d. A ‘Day’ shall mean a day of 24 hours from midnight.
- e. The “contract” shall mean the tender as accepted by the company and the formal agreement executed between the company and the contractor together with the documents referred as contract document.
- f. The “work” shall mean the works required to be executed in accordance with the contract/work order or parts thereof as the case may be and shall include all extra or additional, altered or substituted works or any work of emergent nature, which in the opinion of the employer, become necessary during the progress of the works to obviate any risk or accident or failure or become necessary for security.
- g. “Contract amount” shall mean the total sum arrived at based on the individual rates quoted by the lowest bidder to whom the work may be awarded, which also includes various items shown in the schedule of quantities of tender document as accepted by the company with or without any alteration as the case may be.
- h. “Written Notice” shall mean a notice or communication in writing and shall be deemed to have been duly served if delivered in persons to the contractor or to a member of firm or to an office of the firm for whom it is intended, or of delivered at or sent by registered mail to the last business address known to the sender who gives the notice.
- i. “The Letter of Acceptance of Tender” means letter giving intimation to the contractor that his/her/their tender has been accepted in accordance with the provisions contained in that letter.
- j. “Act of insolvency” means as it is designed by Presidency Town Insolvency Act or Provincial Insolvency Act or any act amending such originals where the context so requires.
- k. “Contract Documents” shall mean the following:
 - a) Notice Inviting Tender/Detailed Tender Notice
 - b) Articles of Agreement/ letter of Acceptance of Tender/Work order/ Letter of intent.
 - c) Detailed Tender/General & Special Terms & Conditions of Contract / Scope of Work / All Annexure.
 - d) Pricing schedule accepted by Heavy Engineering Corporation Limited (HECL).

B. GENERAL:

- a. **The number of workforce to be deployed by Successful bidder for O & M at Madhuband Washery complex shall solely be the discretion of HEC Ltd. The successful bidder will have no right to raise any objections on discretion of HEC w.r.t. deployment of number of workforce during the contract period.**
- b. The workforce provided by the successful bidder will be on the rolls of the successful bidder.



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- c. For the present manpower engaged will be **for a period of 2 months or upto the PG test whichever is earlier** but may be terminated earlier by giving 15 days advance notice for each individual person so provided.
- d. The successful bidder must have proper mechanism for intake, verification of candidates' character and antecedents, Management and Placement of the skilled manpower. The persons engaged by the successful bidder should not have any adverse Police records/ criminal cases against them. The Successful bidder would be responsible to make adequate enquiries about the character and antecedents of the persons before their engagement for the purpose. The Character and antecedents of each personnel will be got verified by the successful bidder before their deployment through the local police. Proofs of identity like driving license, bank account details, previous work experience, proof of residence and recent photograph and a certification to this effect should be submitted to HEC Ltd. The successful bidder will also ensure that the personnel deployed are medically fit. The successful bidder shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such a request from HEC Ltd.
- e. The bidder will be bound by the details furnished by them to HEC Ltd, while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of contract making it liable or legal action besides termination of contract. Price/ Financial bid of only those tenderers whose offers are declared technically suitable shall be evaluated.
- f. The contracting company/ firm/ successful bidder shall furnish following documents in respect of the persons who will be deployed by it in HEC Ltd before the commencement of work.
 - i. List of persons shortlisted containing full details i.e. date of birth, marital status, address, educational and professional qualifications, experience etc.
 - ii. Bio-data of the person with photograph affixed.
 - iii. Character certificate from a Gazetted officer of the Central/ State Government
 - iv. Certificate of Verification of antecedents of persons by local police authority.
 - v. A committee as appointed by Successful bidder will evaluate the documents of selected Candidates.
- g. All services shall be performed by persons qualified and skilled in performing such services as per the eligibility criteria.
- h. The Successful bidder shall depute a co-ordinator, out of the deployed personnel, who would be responsible for immediate interaction with the authorities of HEC Ltd so that optimal services of the persons deployed by the successful bidder could be availed without any disruption.
- i. The successful bidder shall engage necessary persons as required by HEC Ltd from time to time. The said persons engaged by the successful bidder shall be the employee of the successful bidder and it shall be the duty of the successful bidder to **pay their salary/ salary in time i.e. before 7th day of every month. There is no master & servant relationship between the employees of the successful bidder and HEC Ltd** and further the engaged person of the successful bidder shall not claim any absorption.
- j. The successful bidder's personnel shall not divulge or disclose to any persons of any details of office, operation process technical know-how, security arrangements and administrative organizational matters as all are confidential/ secret in nature.
- k. The successful bidder's personnel working should be polite, cordial, positive and efficient while handling the assigned work and their action shall promote goodwill and enhance the image of HEC Ltd. The successful bidder shall be responsible for any act of indiscipline on the part of the personnel deployed by him.
- l. The successful bidder will have to remove from the office, any debarred persons, who is found incompetent or for his/ her/ their misconduct and the successful bidder shall forthwith replenish such requirements. The successful bidder shall replace immediately any of its personnel, if they are unacceptable, to HEC Ltd because of any security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.



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- m. The successful bidder shall ensure proper conduct of his personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.
- n. The transportation (TA & DA), food, medical and other statutory requirement in respect of each personnel of the successful bidder shall be borne by the successful bidder.
- o. The successful bidder will provide the required number of personnel for a shorter period also, in case of any exigencies as per the requirement of HEC Ltd. The Successful bidder will provide the required numbers of workforce as per Annexure-I of Technical specification, however in case there is any increase or decrease in total numbers of workforce at a later date as per HEC requirement, the same will be executed by the Successful bidder as per same Rate, Terms and Conditions of the Contract.
- p. The successful bidder shall provide a substitute well in advance, if there is any probability of the persons leaving the job due to his/ her own personal reason, the payment in respect of the overlapping period of the substitute shall be the responsibility of the successful bidder.**
- q. The successful bidder shall be contactable at all times and message by phone/ mail/ Fax/ Special Messenger from HEC Ltd to him/ her shall be acknowledged immediately on receipt on the same day. The Successful bidder shall strictly observe the instructions issued by HEC Ltd implementing the Contract from time to time.
- r. HEC Ltd shall not be liable for any loss, damage, theft, burglary or robbery of any personal belongings, equipment or vehicles of the engaged personnel.
- s. That the successful bidder on its part and through its own resources shall ensure that the goods, materials and equipment etc. are not damaged in the process of carrying out the services undertaken by it and shall be responsible for act of commission or omission on the part of its staff or its employees etc. If HEC Ltd suffers any loss or damage on account of negligence, defaults or theft on the part of the personnel of the successful bidder, then the successful bidder shall be liable to reimburse the pecuniary value of the loss, as decided by HEC Ltd for the same. The successful bidder shall keep HEC Ltd fully indemnified against any such loss or damage.
- t. On the expiry of the agreement as mentioned above, the successful bidder will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute of account of termination of employment or non-employment by the personnel of the successful bidder, it shall be the entire responsibility of the successful bidder to pay and settle the same.
- u. The successful bidder must provide Identity card to its personnel which should be different from those used by the regular personnel of HEC Ltd. Ranchi. Sample of Identity card will have to be submitted by the successful bidder for approval of HEC Ltd. Ranchi.
- v. **SITE-IN-CHARGE:** Successful bidder 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 Successful bidder will intimate his as well as his authorized representative's contact address and telephone number to the Executing Authority/ Controlling Officer to contact them.

C. FINANCIAL:

- a. **Bids offering rates which are lower than the minimum wages as prevailing in Jharkhand state for the pertinent category would be rejected.**
- b. **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 **Price bid (Part-II)**. Applicable **GST** is payable to **successful bidder** 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, the 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 **HEC**.
- c. Other statutory deduction as per **Income Tax & GST (TDS)** will be applicable.
- d. **Conditional quoted rates** will not be considered and such offers will be rejected.



- e. In the event of non-execution of the contract or withdrawal before expiry of validity period, the Earnest Money/ Security Deposit will be forfeited.
- f. The security deposit will be forfeited in case if supply of manpower is delayed beyond the period stipulated by HEC Ltd or noncompliance of the terms of agreement by the successful bidder or frequent absence from duty/ misconduct on part of manpower supplied try the successful bidder.
- g. The successful bidder shall raise the Tax Invoice, in **quadruplicate**, along with a copy of record of hours (project wise) duly certified by HEC Site In-Charge of the respective site. Successful bidder shall submit their invoice at the end of each month for the services rendered during the month.
- h. The Tax Invoice shall accompany copies of PF & ESI Challan, monthly attendance sheet duly certified by Site I/c or representative of HEC Ltd., GST deposit Challan, monthly wage sheet duly certified by Site I/c or representative of HEC Ltd. etc.
- i. In case of unauthorized absence of deployed personnel from their Workplace, per day Salary and Service Charge shall be deducted against the running bills of Successful bidder. Further for continuous three days of unauthorised absence, one day Salary and Service Charge both shall be deducted per each three days of absence against the running bills of Successful bidder.
- j. HEC Ltd reserves the right to withdraw/ relax any of the terms and conditions mentioned above so as to overcome the problem encountered by the contracting parties.

D. FRAUD AND CORRUPT PRACTICES:

- a. The applicant and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process. Notwithstanding anything to the contrary contained herein, HEC Ltd may reject an application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice undesirable practice or restrictive practice in the bidding process.
- b. Without prejudice to the rights of HEC Ltd under Clause C(a), hereinabove, if an Applicant is found by HEC Ltd to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender issued by HEC Lid during the period such Applicant is found by HEC Ltd to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may.
- c. For the purpose of this clause C (a), the following terms shall have the meaning hereinafter respectively assigned to them.
 - i. **“Corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (ii) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Authority in relation to any matter concerning the Project;



- ii. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- iii. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence to any person’s participation or action in the Bidding Process;
- iv. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- v. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicant with the objective of restricting or manipulating a full and fair competition in the Bidding Process;

E. LEGAL:

- a. The Successful bidder shall be responsible for compliance of all statutory provisions relating to Minimum salary Act, Provident Fund Act, Employees State Insurance Act, Payment of salary Act, Factories Act, etc. In respect of the persons deployed by it in HEC Ltd.
- b. It is obligatory on the Successful bidder to ensure that salary should be not less than the minimum salary fixed by the central govt./ state govt. which is available from time to time and all statutory requirements such as provident fund, employees’ state insurance and bonus etc. must be incorporated in salary.
- c. The Successful bidder shall also be liable for depositing GST on account of service rendered by it to HEC Ltd to concerned tax collection authorities from time to time as per extant rules and regulations on the matter.
- d. The Successful bidder shall maintain all statutory registers under the applicable laws. The Successful bidder shall produce the same, on demand to the concerned authority of HEC Ltd or any other authority under Law.
- e. The successful bidder shall be responsible for payment of salary/salary to each personnel employed by him and such salary shall be paid on or before 7th of every month to their respective bank account. Further it is ensured that the successful bidder should complete the process of payment of salary to the personnel before submitting the Tax Invoices to HEC Ltd.
- f. It is obligatory on the Successful bidder to ensure all statutory requirements such as Provident Fund, Employees State Insurance and Bonus etc. must be incorporated in salary. Also annual increment must be given by the successful bidder to their employees.
- g. In case, the tendering Successful bidder fails to comply with any statutory/ taxation liability under appropriate law and as a result thereof HEC Ltd is put to any loss/ obligation, monetary or otherwise, HEC Ltd will be entitled to get itself reimbursed out of the outstanding Tax Invoices or the Performance Security Deposit of the Successful bidder, or the extent of the loss or obligation in monetary terms.
- h. The successful bidder’s personnel shall not claim any benefit/ compensation/ regularization or services from HEC Ltd under the provision of Industrial Dispute Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the successful bidder to HEC Ltd.



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- i. In case of breach of any terms & conditions stipulated in the contract, the performance security deposit of the Successful bidder will be liable to be forfeited by HEC Ltd besides annulment of the contract.
- j. For all intents and purposes, the service providing Successful bidder shall be the “Employer” within the meaning of different Labour Legislations in respect of Attendants so employed and deployed in HEC Ltd. **The persons deployed by the Successful bidder in HEC Ltd shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against Heavy Engineering Corporation Ltd, Ranchi.**
- k. **Discloser of Relationship:** The Bidder has to declare whether the 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 shall declare the name of such employee and his relationship. The 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 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.
- l. **Agreement:** The successful bidder is 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 the date of issue of Letter of Acceptance/ Work Order.
- m. Successful bidder is required to cover all the personnel engaged by him under ESI as applicable. In case of any accident, the Corporation will not be liable to pay any compensation.

F. COMPLIANCE OF STATUTORY PROVISIONS:

- i. The Provident Fund Contribution @ 12% (or as applicable) made from the deployed personnel’s salary and equal amount as Successful bidder contribution shall be deposited with the EPF Authority by the Successful bidder under the provisions of Employees Provident Fund and Miscellaneous Provision Act 1952. If it is not deposited by the Successful bidder, the same shall be deducted from the bills of the Successful bidder and deposited by the Company to the concerned authority.
- ii. The ESI Contribution payable to the Corporation (w.e.f. 01.07.2019) in respect of deployed Personnel shall comprise of Employer’s Contribution and Personnel’s Contribution at a specified rate. The Personnel’s contribution rate is @ 0.75% (or as applicable) of Salary and that of Employer’s is @ 3.25% (or as applicable) of the Salary paid /payable in respect of the Personnel in every Salary period. Personnel in receipt of daily average salary up to Rs 176 (w.e.f. 01.07.2019) are exempted from payment of Contribution. Employer will however contribute their own share in respect of these Personnel. If ESI as per said Rule is not deposited by the Successful bidder, the same shall be deducted from the bills of the Successful bidder and deposited by the Company to the concerned authority. However in case of deposition of ESI to the Concerned authority by the Successful bidder, HEC shall reimburse the actual amount to the Successful bidder on production of documentary evidence.
- iii. All the Statutory Rules and Regulations, Govt. Acts, guidelines issued by the corporation from time to time in the matter shall be followed.
- iv. The Courts at Ranchi will have exclusive jurisdiction for any issue / dispute arising out of or in connection with this contract.



G. CONTRACTOR'S RESPONSIBILITIES:

- a. The Successful bidder will grant leave to his personnel as per their entitlement. The personnel are to be engaged on all working days of the month except National/Festival Holidays. In case of exigency of work the Successful bidder may engage his personnel on National / Festival Holidays. In that case the personnel engaged should be suitably compensated by grant of compensatory leave in lieu of National/Festival Holidays. Leave policy of the successful bidder must be as per government norms.
- b. The personnel engaged shall be given one day rest in a week.
- c. No salary period should exceed one month.
- d. The Successful bidder will make its own arrangements for fund to pay his personnel **on or before 7th day of every month** even if payment by Corporation has not been made to them.
- e. The Successful bidder 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 Successful bidder 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.
- f. The Successful bidder will report immediately to the Executing Authorities any accident occurred to his personnel out of in course of their engagement inside the factory premises/ Project sites.
- g. Once the work is completed in terms of the works contract, the Successful bidder will prepare the final Tax Invoice in **full and final settlement of the claim** duly certified by the Controlling Officer of the related work indicating that nothing is outstanding against the Successful bidder.
- h. The Successful bidder should either himself or his authorized representative be physically present **every day during working hours** and he or his representative will report to Executing Authorities daily for taking instructions and for coordinating the work and maintaining the various records i.e. quantum of works done, personnel engaged etc. The acts done by the authorized representative shall be binding on the Successful bidder
- i. The Successful bidder 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 personnel** such as protective-clothing, safety shoes, helmets, etc. Before start of work.
- j. The Successful bidder will have to submit **daily report for the personnel engaged** on the day for work to the Controlling Officer with effect from the date of commencement of the work till completion.
- k. The Successful bidder shall strictly adhered and comply the following statutory obligations and Labour Laws :
 - i. The Successful bidder shall be required to obtain Labour Licence for engagement of personnel from the Competent Authority before commencement of the work.
 - ii. The Successful bidder shall submit applications forwarded by the Controlling Officer/ Executing Authority of the concerned department to Contract Cell for obtaining photo gate pass of his personnel.
 - iii. The Successful bidder shall follow the Gate Pass procedure.
 - iv. The Successful bidder shall issue employment card and salary slip to all personnel engaged by him.



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- v. All the personnel of the Successful bidder should be enrolled as member of the Provident Fund and PF contributions of the personnel are to be deducted from the salary paid to them. The same is to be remitted along with an equal amount (Employer's Share) to Regional Provident Fund Commissioner, Ranchi (RPFC) to the State Bank of India against the Provident Fund Code No. Allotted to the Contractor within 15 (fifteen) days of each month with intimation to concerned department of HEC Ltd..
- vi. The Successful bidder shall submit all relevant returns / reports to the RPFC within the specified dates and maintain all records properly.
- vii. The Successful bidder shall maintain Registers under the provisions of the Factories Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970, Payment of Salary Act, 1936 etc and rules made there under.
- viii. The Successful bidder shall send the returns / reports to the Licensing Officer and other concerned authorities as are required under different provisions of Law.
- ix. The Successful bidder shall be required to ensure his personnel **under the Death Cum Injury Policy of the Insurance Company**, Required premium shall be borne by the successful bidder. The corporation shall not bear any responsibility for payment of compensation medical expense in case of accidents of these personnel.
- x. The successful bidder shall have to get their personnel examined by a registered medical practitioner, preferably by HEC Wellness centre at their 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 be submitted to the Contract Cell in the prescribed format. If contractor fails to do so, a penalty as deemed fit shall be levied and medical examination shall be done by the Corporation.

H. **INSURANCE:**

- i. HEC will take insurance (Marine-cum-storage-cum Erection Insurance Policy and Worker's Compensation Insurance) for entire work in their name as per the agreement between HEC and NCL. All statutory documents required for logging claim shall be furnished by the bidder. Any such claim logged by the bidder shall be passed on the Insurance Company by HEC and the claim as will be settled by the Insurance Company shall be passed to successful bidder.
- ii. In order to adequately cover the works under such composite and comprehensive insurance, the Contractor shall fulfill the necessary requirements / obligations.
- iii. The Contractor shall arrange Accident Insurance Policy for all his personnel including Specialists / Personnel deputed to site and Contractor's / his sub-contractors' manufacturing works as well as for his Indian engineers & supervisory staff. The Contractor shall also take out for his Indian workmen a separate policy as per Workmen's Compensation Act.
- iv. In all cases, the Contractor shall lodge the claims with the Underwriters and also settle the claims. All claims shall be settled in India However, the Contractor shall proceed with the repairs and / or replacement of the equipment / components without waiting for the settlement of the claims. In case of seizure of materials by concerned authorities, the Contractor shall arrange prompt release against bond, security or cash as required. Employer will extend all assistance to the Contractor in such a case. Upon completion of replacement/ repair, the claim amount received from Insurance Company, if any by the Employer shall be refunded to the Contractor.

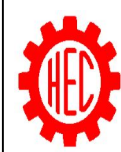


- v. All the insurance claims shall be processed by the Contractor and the items which are missing / damaged in transit or during handling, storage, erection and during successful completion of work as per TS, shall be replaced / repaired by them without any extra cost to the Employer.
- vi. The employer at its discretion may arrange for the insurance cover at its own expense. In such an event, the amount quoted towards 'Comprehensive/ Transit, Storage cum erection insurance' in 'Summary Price Schedule', shall not be payable to the contractor. However, processing of all the insurance claims shall be the responsibility of the contractor. Also, the Contractor shall perform all the obligations as mentioned in sub-clauses above.

I. LIABILITY FOR ACCIDENTS AND DAMAGES:

Under the contract, the contractor shall be responsible for loss or damage to the plant until the plant is taken over in accordance with clause entitled 'Taking Over' in section technical terms and conditions of contract of this volume.

Note: All other terms & conditions shall be guided by GCC of Works & service contract of HEC Ltd. available at HEC website (www.hecltd.com). The tenderer can download the same from the website for ready reference.



ANNEXURE-G

**PROFORMA FOR AFFIDAVIT TO BE SUBMITTED BY THE
TENDERER 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

_____ against Tender Notice No. _____ Dtd. _____

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. Myself 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 and 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.

Sign & Seal of Notary

Signature of the Tenderer

Date



ANNEXURE-H

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.

Seal :

Signature of the Tenderer

Date :



ANNEXURE-I

DECLARATION

I / We hereby declare that our firm (Name of the Firm & Address)

have not been banned or delisted by any State Government or Central Government or Quasi Government Agencies or Public Sector Undertakings.

Signature of the Bidder
& Seal of concern



ANNEXURE-J

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
& Seal of concern



TECHNICAL BID

ANNEXURE-K

Declaration regarding e-payment

The bidders have to furnish the details of their Banker's particulars in the table 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 and
Seal of the firm



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TECHNICAL BID

ANNEXURE-L

PROFORMA OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT (To be issued by any Scheduled / Nationalized Bank)

Heavy Engineering Corporation Limited
Ranchi-834004
(Jharkhand)

Dear Sir,

In consideration of Heavy Engineering Corporation Limited Ranchi-834004 having its Registered Office at Plant Plaza Road, Dhurwa, Ranchi-834004 (hereinafter called "the Company" which expression shall unless repugnant to the subject or context includes its successors and assigns) having agreed under the terms and conditions contained in letter No. _____ dated _____ issued in favour of M/s _____ for _____ (hereinafter referred to as "the contractor" to accept the Deed of guarantee as herein provided for Rs. _____ from the Schedule/Nationalized Bank in lieu of security deposit to be made from the contractor's bill, for the due fulfillment of the terms and conditions contained in the said contract by the contractor, we the ----- Bank (hereinafter referred to as the said Bank) having its Registered Office at _____

do hereby undertake and agreed to pay the company to the extent of Rs. _____ on demand stating that the amount claimed by the company is due and payable by the contractor for the reasons of failure/negligence in performing the terms and conditions contained in the contract by the buyer and to unconditionally pay the amount claimed by the Company on demand without any demur to the extent aforesaid.

1. We _____ Bank agree that the company shall be the sole judge as to whether the said contractor has failed/neglected in the performing any of the terms and conditions of the said contract and the decision of the company in this behalf shall be final and binding on us.
2. We the said Bank further agree that the Guarantee herein contained shall remain in full force and effect up to _____ and any claim received after the said date shall in no case bind the Bank.
3. The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or indemnity from time to time vary any of the terms and conditions of the said contract or to extend the time of performance by the said contractor or to postpone any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or to forbear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents.
4. Notwithstanding anything contained herein the liability of the said Bank under this guarantee is restricted to Rs. _____ and this Guarantee shall come into force from the date hereof and shall remain in full force and effect till _____ unless the written demand or claim under this guarantee is made by the Company with us on or before _____ all rights of the Company under this guarantee shall cease to have any effect and we shall be relieved and discharged from our liabilities hereunder.
5. We the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.
6. This guarantee issued by Sri _____ who is authorized by the Bank.

Under jurisdiction of _____ court only.



ANNEXURE-M

LETTER SUBMITTING TENDER

To
DGM/I/C/PUR & CC/PROJECT,
Project Division , HEC Ltd,
Plant Plaza Road, PO-Dhurwa,
Ranchi, Jharkhand-834004

Dear Sir,

This has reference to the tender invited by you **“For deployment of workforce & vehicle during full-fledged trial run operation of 5.0 MTPA Madhuband NLW Coal Washery Plant to achieve test parameters before conducting final PG test”** and properties under jurisdiction of Heavy Engineering Corporation Limited.

I/We do hereby offer to execute the work under contract at the respective rate mentioned in the bill of quantity. I/We have seen the site and read the articles of agreement, conditions of contract, specifications and special clauses forming part of the bill of quantity. 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 Earnest Money Rs. _____ (Rupees _____) by a Demand Draft issued on / /2022 Date) (Bank name) in favour of “Heavy Engineering Corporation Limited, Ranchi-834004” payable at Ranchi. No interest will be claimed against the said deposit. I/We do hereby agree that this sum shall be forfeited by HECL in the event our tender is accepted and I/We failed to execute the contract when called upon to do so.

I/We have deposited as application fee Rs. _____ (Rupees _____) by a Demand Draft issued on / /2022 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,

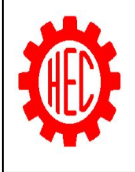
Signature of Bidder



ANNEXURE-N

TIME SCHEDULE

Sl. No.	Items of Work	As per HEC timeline	Bidder 's confirmation
1.	Submission of list of workforce to be deployed alongwith Bio data and with other relevant documents as per NIT after placement of LOI/ WO to HEC site representative.	Within 3 days from issuance of LOI/WO	
2.	Deputation/Deployment of required workforce as per the NIT at Madhuband NLW Coal Washery, BCCL, Dhanbad	Within 2 days from the date of submission of details to HEC site representative	



ANNEXURE-O
FORMAT FOR CONTRACT AGREEMENT
(On Non- Judicial Stamp Paper)

Agreement
Dated:

No.

THIS ARTICLE OF AGREEMENT made on this _____ day of _____ 2022_

between the Heavy Engineering Corporation Limited, a Employer registered under the Indian Companies Act. 1956 with its registered office at Ranchi, Govt. of India Undertaking, P.O. Dhurwa (Pin-834004) Dist. : Ranchi (Jharkhand), (hereinafter referred to as the Employer which expression where the context so admit shall include its successors in interest and assign) of the one Part and _____

(hereinafter referred to as "the Contractor" which expression where the context so admit shall include its heirs, executors, administrators legal representatives, successors in business and assign) of the other part.

WHEREAS, the Employer invited bid for the Work " _____ " and the bid of the Contractor has been accepted by the Employer vide their Letter No _____ dt. _____ for a sum of

_____ [Contract sum in figure & words]

WHEREAS the Contractor has agreed to execute the works on the terms & conditions as stipulated in the Bid and subsequent amendments thereto for a sum of _____ [Contract sum in figure & words] for successful completion of the work.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AS FOLLOWS:

1. In pursuance of the Agreement aforesaid and in consideration for the payment of the sum of [Contract sum in figure & words] and/or such sum as may be payable to the contractor, the Contractor shall upon and subject to the said terms & conditions execute and complete the work shown upon in the said drawings and described in the said scope of work as provided for in the said conditions.
2. The time shall be considered as one of the essence of the contract and time for completion of the contract shall be 2 (Two) months or upto PG test whichever is earlier from the date of commencement of work.
3. The parties hereto shall respectively and faithfully abide by and submit themselves to the terms & conditions and stipulations contained in this agreement and perform and discharge their part of contract accordingly.
4. This Agreement has been arrived at between the parties after due consideration of the correspondences, documents, meetings and negotiations held from time to time. The following documents shall constitute the Contract between the Employer and the Contractor. And each shall be read and construed as an integral part of the Contract

<u>Part</u>	<u>Description of Documents</u>
01.	Article of Agreement.
02.	Detailed Bid Notice.
03.	Notification of Award
04.	The Bid and Prices Schedules submitted by the Contractor
05.	Conditions of Contract
06.	Financial terms and conditions
07.	Technical Specifications and drawings
08.	Any Other Documents



HEAVY ENGINEERING CORPORATION LIMITED

PROJECT DIVISION

5. The Contract shall be executed within the purview of the Indian Laws.

In witness whereof the parties hereto have hereunder affixed their signatures at Ranchi on the day, month and year written as above.

On Behalf of Contractor

On Behalf of HEC



HEAVY ENGINEERING CORPORATION LIMITED

PROJECT DIVISION

TECHNICAL BID

ANNEXURE-P

Letter of Undertaking on Non-Disclosure Agreement

(Company letter head)

To,
DGM (I/C)/ Project Division
Heavy Engineering Corporation Limited,
Plant Plaza Road, P.O.- Dhurwa
Pin code-834 004

Sir,

Sub: Undertaking on non-disclosure of contract documents

I/ We do hereby undertake that we shall not disclose any provision, specification, sample or information coming in our possession during the discharge of the contract.

I/ We do hereby also accept to keep confidential any oral, written or other information passed on to us.

For & on behalf of the Bidder

(Signature)

(Name of the authorized representative on behalf of the firm)

(Title of the Authorized Signatory)

Date & Seal



ANNEXURE-Q

Bidder to Upload the Following along with Offer

1. % of EPF on Basic- -----
2. % of ESIC on Basic - -----
3. Details for Others (If Any) -----

TECHNICAL SPECIFICATION

1.DEFINITIONS

1. Employer :Heavy Engineering Corporation Limited, Ranchi
2. End Customer :BCCL, Dhanbad
3. Bidder/Contractor: The parties participating in the tender process.

2.GENERAL

INTRODUCTION:

Location of Plant:

NLW Madhuband coal washery is located in the vicinity of existing Madhuband Washery of BCCL in Block-II Area, P.O. Nudkhurkee, district of Dhanbad; state- Jharkhand, PIN-828307.

Plant Specification:

i. Pre Washery Section:

Rated capacity: 1000 ton per hour of Raw coal feeding, Major establishments and equipments are Receiving bins-5nos, Vibro feeders-5nos, BC-1 conveyor belt, Primary crusher -1000tph and BC-1 belt conveyor.

ii. Wahsery Section:

Raw coal feed: 1000 ton/hr.

Plant yield : 40% Reject, 40 % Clean coal, 18% Middlings

Major establishments and equipment: Vibrofeeder-3nos, under stack tube, BC-3 Belt conveyor, Screen for raw coal separation, cyclones of various capacity, Media sumps, Blending tanks, Heavy duty pumps of various capacity-32nos, D&R screens -7nos, Frother units -consist of dosing tanks, agitators & sweeping pads arrangement, Filter press -5nos, Compressors-3nos, Thickener unit-3nos, TBS- 1no, SCCC-I belt conveyor, CCCC1-belt conveyor, Tertiary crusher, screen, BC-5 conveyor and other accessories.

iii. Post Washery Section:

Belt conveyors: BC4-500TPH, BC6-500tph, BC-7-300tph, BC8-300tph, BC9- 500TPH, Silo (Concrete structure)- 3nos each 6000 ton capacity. Under silo belt feeders-12nos (Four under each silo), under silo Delivery chutes & rod gates- 12nos with actuator gates-12nos, BC-10 belt conveyor -3600TPH (1.3km long), BC-11 belt conveyor-3600TPH, Reject bin-500 ton capacity with actuator gate arrangement.

Other Establishments:

32KVA out door substation-1no, Electrical load breaking unit-3nos, Weigh bridges-3nos, Laboratory setup-1no

Note: Reject disposal yard- 8 kms away from the plant location

3. SCOPE OF WORK

HEC intent to select a contractor for operation and maintenance subject to the contract conditions given below for the period of 2 months or up to the PG test whichever is earlier.

Chemicals, Consumables and spares required for operation of plant will be supplied by HEC. However if any part failed solely due to maintenance negligence of contractor and upon establishment such negligence, cost of the part will be deducted from contractor's bill. Site in charge decision shall be final in this regard. Plant Security is under the scope of HEC. However if required contractor may deploy his own personal for security of their own assets. All other movement of machine, material and men from the main gate will be controlled by security personnel under the instruction of HEC authority.

4. General Term and condition for Workforce Deployment:

1. Bidder should be capable to engage the required indicative workforce as detailed in Annexure-1 for one shift (8hrs) operation. This is the indicative strength for 500-600 tph coal feeding and feed rate varies max up to 1000 tph. However bidder can assess about the requirement of their own for establishment at site.
2. Tools, tackles, & Lifting equipments required to carry out day to day job is to be arranged by contractor.
3. The contractor shall have to engage technical & non-technical manpower for Operation and Maintenance and manpower should possess adequate experience & knowledge to execute the work at the respective area of deployment as indicated in Annexure-1.
4. All the laid down procedures to operate the plant is to be followed by the contractor. The instruction given in time to time by the HEC site In-Charge/BCCL PO to be strictly followed by the contractor.
5. Accommodation, transportation, food, medical and other needs of workforce engaged in O&M of the plant are the sole responsibility of the contractor.
6. Safety at working site as well as outside plant of the engaged workforce is sole responsibility of contractor. The contractor has to provide PPE to their engaged workforce at site. Contractor should ensure that PPE are being used at site during work. Any compensation issue arises due to unsafe practices, it is the sole responsibility of the contractor.

7. All statutory requirements with respect to labor laws, minimum wages act of state to be complied, EPF and suitable insurance coverage to be provided to the all-including local labors and all records as required by labour enforcement officer to be maintained at site. Copy of information about daily deployment sheet, attendance sheet, Master roll duly counter signed by HEC site representatives to be submitted to HEC site and monthly statements of EPF, suitable insurance coverage also to be submitted. Monthly wages sheet duly certified by Site (I/c) HEC/ his nominated representative is to be submitted alongwith the bill by contractor.
8. All the issues related to law and order shall be dealt by the contractor including lodging complain & FIR if required. Internal security rules to be followed while making movement out of main gate by the contractor.
9. Contractor should give adequate training to the staff for operating the safety devices and fire fighting system installed in plant for emergency situation.
10. Requirement of workforce is indicative for one shift operation (8hrs). In case of operation in additional shift can only be carried out with the approval of site in-charge. List of all the essential technical/ non-technical workmen to be deployed for such additional shift to be provided to HEC Site well in advance. All such necessary engagement for additional shift operation, technical/ non-technical workmen will be paid on pro-rata basis with respect to the monthly wages submitted by the contractor.
11. In case of any overseen situation for which any workforce requires to continue his duty (max. 2 hrs.) beyond the normal working hours the same should be done without any extra cost.
12. Plant should be operated in such a way by contractor so that the maximum rated capacity can be achieved as early as possible according to instruction of HEC.
13. Smooth operation & maintenance of plant is to be ensured by attending preventative maintenance, scheduled maintenance & other regular maintenance works as prescribed in the maintenance manuals/brochures etc. to ensure the plant to be operational. A Daily Checklist of Equipment shall be prepared, duly checked and filled.
14. All daily maintenance and proper housekeeping on daily basis is to be attended by the contractors.
15. Good coordination with HEC and all other related erection contractors in the plant to be ensured for smooth plant operation.
16. Observance of pollution norms and compliance of directives as per statutory requirements by the contractor.

17. Contractor shall comply with all the statutory norms and government guidelines like Labour act, Factories act, Minimum wages Act provision and employee welfare etc.
18. Contractor shall ensure on daily basis the proper deployment and optimum utilization of Pay loader and dumper deployed. Log books to be maintained on daily basis and counter signed by HEC site representative.
19. All Coal incoming and reject outgoing is to be weighed, without fail, from the respective designated weigh bridges as per requirement in all shifts. Daily report of raw coal weightment receipt and Reject disposal weightment receipt is to be signed by HEC representative and BCCL representative. A copy of daily weightment reports to be submitted to BCCL and other copy to HEC.
20. Laboratory sample to be collected for Raw coal, Reject, clean coal and middling at particular intervals as per instruction.
21. The bidder/contractor shall possess adequate technical & non-technical workforce with adequate knowledge & experience to perform area specific duties for successful operation and maintenance of plant. So, bidder is requested to visit the site to have better understanding of site condition & plant operation.
22. The successful bidder/contractor has to ensure the presence of sufficient workforce to achieve the level of production as per instruction of HEC. However in case of resignation/absence/leave the contractor shall ensure like for like replacement of that workforce immediately with intimation to HEC site.
23. Location for deployment of workforce is enclosed at annexure-1. Tentative list of required workforce at designated site with nature of job is also provided in Annexure-1. However the deployment of workforce in the scheduled location is to be carefully accessed by bidder/contractor as per the site requirement for operation & maintenance of the plant at raw coal feeding rate from 500 -1000 TPH. HEC Site reserves the right to use the deployed workforce to achieve maximum work output from it as per actual requirement during the plant operation and maintenance/jobs related to plant operation in case of emergency and decision of HEC Site I/C to carry out particular jobs/assignments/deployments is to be strictly adhered by successful bidder.
24. **Price bid to be submitted as per Annexure-2**

5.Detail of scope with reference to engagement of Payloader & Dumper (20T)

- I. Plant is now under trial operation running at the rate of 500 to 600 TPH raw coal feeding. So to handle such a feed rate and to handle disposal of rejects with respect to feed this rate, we require to provide the Pay loader for feeding raw coal (at receiving pit as well as stack tube area) and 20 ton dumper for reject disposal purpose as stated below on monthly rental basis for one shift operation.

Price bid to be submitted as per Annexure-3.

- a) Pay loader with 3 m³ capacity bucket -2nos
 - b) Dumper 20 ton pay load capacity -4nos (8km lead exists for disposal yard from plant).
- II. In case of Breakdown of any vehicle during plant operation & Maintenance, bidder shall ensure the availability of another operative vehicle on immediate basis without fail to maintain the continuous plant production.
 - III. Monthly hiring rent of the vehicle should include the operator cost, maintenance cost and any other expenses incurred for operation.
 - IV. All equipment should have valid registration & fitness from RTO, should have first and third party insurance coverage. In case of any accident on road or inside the plant due to any equipment or dumper, relevant compensation to be paid to the person or party concern by the contractor.
 - V. If any legal authorities fined for any short comings or any other reason is the liability of contractor, HEC has no responsibility to deal with these matters.
 - VI. The contractor should maintain a log book for each of the Pay loader & Dumpers engaged and the same has to be signed by both contractor and HEC site representative during use w.r.t. daily basis of operation/ idle days and other extra hour operation as per the mutual agreed time frame.
 - VII. In case of extra requirement of vehicle at the time of increasing of plant feeding rate from 600 tph, contractor should arrange engagement of additional vehicle for reject coal disposal and raw coal feeding with intimation to HEC well in advance mentioning the date and number of additional requirement of the vehicle. In that case, HEC will amend the order accordingly for payment of extra requirement of the vehicle at later stage as per the actual vehicle usage duly certified by HEC site representative.
 - VIII. Payment of vehicle (inclusive of monthly hiring rent & fuel consumption) will be made with respect to number of days of working of vehicle engaged in a month on pro-rata basis duly certified by HEC site representative. However the payment of vehicle for idle days will be made on the pro rata basis of monthly hiring rate of those vehicles subject to availability of the same in idle & good operative condition in the plant premises at-least for working hours duly certified by HEC site representative.

6. **ELIGIBILITY CRITERIA**

Bidder shall have experience of plant commissioning, operation & Maintenance for at least 5 year in 5 MTPA washery/CHP having conveyor capacity minimum 1000 TPH/combined together. In this context bidder has to submit W.O copy along with work completion certificate (if any) issued by their employer along with offer.

7. **GENERAL INSTRUCTION TO BIDDER**

- a) Bidder should submit their offer in **two bid format**.
 - a. **Technical bid – Documents related to eligibility criteria and signed copy of this tender document as a token of acceptance** to all terms & conditions to be submitted in **separate cover**, super-scribing as TECHNICAL BID for tender with description.
 - b. **Price Bid:** Price as mentioned in Annex-2 & 3 to be filled and submitted in **separate cover**, super scribing as PRICE BID for tender with description.
- b) Successful Bidder shall not let-off the contractor part thereof to any sub-contractor without written permission of HEC. In case, subletting of any part of the work is permitted by HEC, the fact that such permission has been accorded, neither shall establish any contractual relationship between Sub-Contractor & HEC nor shall release the contractor from any of his obligations and liabilities under the specific and applicable contract.
- c) Payment through Finance/Project for workforce /vehicle (HEME equipment) will be made based on actual utilization /deployment of workforce & vehicle respectively per shift basis.
- d) Bidder shall clearly indicate deviations if any from the tender document so that same can be considered during tender evaluation. The deviation of the Bidder shall be subject to acceptance of HEC. HEC has right to take decision regarding this.
- e) Successful Bidder shall clearly indicate the assumption made in respect of specification, date or any other details that have not been mentioned in the tender document but considered necessary for meeting the specified functional requirements.
- f) Once the work order is placed on the successful Bidder within the validity period of his offer the awarded price shall remain valid & firm throughout the entire period of the contract in terms of conditions stipulated in the contract.
- g) Approval of various procedures submitted by the successful Bidder shall not relieve him of his responsibilities towards completion of the work as defined in the contract.
- h) The Bidder must have a valid license for all type of work including height works, labor license issued by the concerned authority. Contractor must have sufficient number of technical workmen holding valid HT licenses failing which the offer of contractor will not be considered.
- i) The successful bidder shall be solely responsible for obtaining necessary clearance from various statutory bodies during execution of the work.

- j) The bidder has to carry out the operation and maintenance in such a manner that it does not affect the other ongoing works of the Plant. If other agency is also engaged on the same work site for other jobs by HEC, the successful bidder/contractor shall work in close co-operation with them. The Bidder shall get himself acquainted with the prevailing working conditions, practices and arrangement at the plant site, failure to do so shall not relieve him of his responsibility of correct interpretation and execution of the work involved.
- k) After completion of the contract, the bidder shall promptly remove its brought out items from the plant premises and shall leave the premises in an acceptable clean condition.
- l) The bidder shall furnish weekly progress report in an agreed format to HEC site office to monitor the progress of work towards the following:-
 - i. Opening stock of raw coal, raw coal received during the week, raw coal treated in the washery during the week and closing stock of raw coal. Average raw coal as hand moisture of coal fed to washery.
 - ii. Opening stock of clean coal, clean coal produced during the week, clean coal dispatched during the week and closing stock of clean coal. Average ash and moisture of clean coal produced, average yield of clean coal achieved during the week.
 - iii. Opening stock of middling coal, middling produced during the week, middling dispatched during the week and closing stock of middling. Average ash and moisture of middling produced, average yield middling achieved during the week.
 - iv. Opening stock of rejects, rejects produced during the week, rejects dispatched/disposed off during the week and closing stock of rejects. Average ash and moisture of rejects produced, average yield rejects achieved during the week.
- m) Necessary drawings and documents required for O & M will be made available to the Bidder/contractor by the HEC at site and the same shall be return after the completion of the contract.
- n) Bidder should follow the safety rules and regulation as per requirements of Madhuband NLW Coal Washery BCCL, Dhanbad. Deputation of Safety Officer, use of safety equipments during erection of NLW Coal Washery Plant, training of workers in safety etc. are in the scope of Bidder as it is basic requirement for execution of the Operation & Maintenance work.
- o) HEC reserves the right to close the contract within stipulated time or extend the contract at same rate, term & condition based on mutual agreement with the contractor/successful bidder.
- p) In case there is any change/revision in scope of work/term and condition of NIT, Bidders will be bound to submit their offer in line with the corrigendum issued by HEC.
- q) **L-1 will be decided based on Package cost basis where the total cost on account of supply of manpower (Annexure-2) and total cost of vehicle (Annexure -3) will be added and lowest combined price will be considered as L-1 Price.**

Annexure-1

**5.0 MTPA NLW coal washery site , Madhuband
Proposed Deployment details of manpower in one shift operation**

Sl. No	Place where operator cum attendant to be deployed	Areas Covered	Manpower required in Nos	Technical workforce	Non-Technical workforce	*Remarks
1	Receiving Pit Hopper to Raw Coal Conveying	Receiving Hopper, BC1	7	2*	5	Mechanical technical /supervisor
2	Primary Crusher Feeding Chute	Primary Crusher, BC2	2	0	2	Exposure to crusher operation
3	Stack Tube Feeding Chute	Stack tube, BC3	2	1*	1	Feeder O & M
4	Tertiary Crusher	Tertiary Crusher, BC-5	2		2	
5	CPP Processing Area	Cyclone, Screens, Flother, Centrifuge, Pressure Filter, Thickener, Chemical dozing , 2 nos PLC operation(MCPP & CHP)	12	6*	6	1 nos of supervisor grade experience of CPP *Skilled and knowledgeable ,Pump, Pipeline , Process PLC operation
6	Clean Coal Conveying Area	BC6, BC7,SCCC1, CCCC1, BC-4	4	0	4	Attend belt sway ,chute jam, belt safety, house keeping
7	JH-1 to Silo	JH1, BC8, BC9	4	1*	3	
8	Silo Belt Feeders	Silo belt feeders	6	3*	3	Mechanical O & M
9	Reject Bin Discharge Area and Conveying	BC4, Reject Bin	2	0	2	Attend belt sway ,chute jam, belt safety, gate operation & maintenance
10	Raw Water Pump Operation and Security	Pump House at Lagoon, pump house.	1	0	1	Valve operation, safety of pump
11	Compressor and Utilities	Compressor House	1	1*	1	Pneumatic, Pump O & M
12	Pumping	Pump House	1			
13	Clean Coal Conveying	BC10, JH2,	6	1*	5	Knowledge of conveyor O & M
14	Coal Loading	BC11, RLS	2	1	1	house keeping
15	General Mechanical maintenance works	Team of Fitter, welder, helpers	4	2*	2	Technician shall capable of doing O & M ,welding work
16	General Electrical maintenance works and night shift electrician	Electrician, helpers, PLC technician	5	3*	2	Capable of attending LT substation &PLC related faults
17	Weigh bridge attendant	All three weigh bridges having relevant knowledge	3	3*		Data management /Data Entry
18	Laboratory purpose	Lab technician, assistance	4	1*	3	Coal testing procedure
19	33 KVA sub station	Electrical technician HT	1	1*		HT license holder
	Total deployment per shift		69	26	43	

Note: Above proposed list is indicative only requirement for trail operation running at the rate of 500 to 1000 TPH, actual deployment depending upon site condition.

Price Bid

Annexure-2

Price shall be quoted as following format

Sl. No.	Category of Manpower	Cost per man per month (Considering 8 working hours in a day)(Inclusive of EPF, Insurance, Medical Expenses etc. or any other statutory requirement) (Rs.)	Number of manpower to be deployed to handle raw coal from 500 -1000 TPH (Nos.)	Total (Rs.)
1.	Technical		26	
2.	Non-technical		43	

Price Bid

Annexure-3

Description of vehicle	Monthly hiring rent inclusive of operator, maintenance & other expenses (Rs.) (A)	Fuel charges considering 240 hr. running /month/vehicle (Rs.) (B)	Total cost (A + B) per month (Rs.) (C)	Number of vehicle to be engaged for handling 500-600TPH raw coal feed per month (D)	Grand Total cost of vehicle per month (C X D) (Rs.)
Pay loader				2	
20T Capacity Dumper				4	