



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

LIMITED TENDER NOTICE

No:- FF/CC/02-Shop/Conversion of sand dryer/21-115

Date: 02.08.2021

To
M/s
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Sub.:- Limited Tender enquiry for “**Conversion of sand dryer from producer gas fired to HSD fired system using internal resources in sand plant of 02-Shop/FFP**”.

Contract Cell/FFP is inviting a **Two Part bid limited** tender for submitting offer from the above firm for carrying out the subject work in **02-Shop** of **FFP/HEC Ltd.**

SUBMISSION OF OFFER:-

The bidders are required to submit their offer in **two part bid system** i.e. **Part-I** for **techno-commercial bid** and **Part-II** for **Price Bid**. Both the bids are to be submitted in **one sealed envelope** consisting of **two separate sealed envelopes**- One envelop for **Techno-commercial bid (Part-I)** and another for **Price Bid (Part-II)** only.

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

- i) Proof of experience for execution of similar nature of work.
- ii) Copy of **PAN Card**.
- iii) Copy of **GST Registration** certificate.
- iv) Copy of both **PF & ESI registration** certificate.
- v) Tender paper duly signed by the bidder towards acceptance of **terms & conditions** stipulated therein.

Part-II:- Price Bid:- It will consist **only basic price** as per prescribed format placed at **ANNEXURE-II**.

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

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

(A) NAME OF THE WORK:-

(B) TENDER REF. NO.:-

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

(D) PART NUMBER AND ITS CONTENT:-

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

The tender document with detailed **terms & conditions** are also available on **HEC's website** www.hecltd.com. and the firm can download the same from HEC website also.

PARTICULARS OF THE TENDER:-

Earnest Money:- **Nil** Cost of Tender Document:- **Nil**. Quantity:- As per **ANNEXURE-II**.

Completion Period:- **02 Months**. Maintenance period:- **06 Months**.

Date of issue of Tender Document:- **02.08.2021**

Due date & time for submission of offer:- **16.08.2021** upto **2.30PM**.

Due date & Time for opening of the tender:- **16.08.2021** at **3.00PM**.



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

PLACE TO SUBMIT THE OFFER:-

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

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

(Ref. Page:- 3 to 8)

(Ref. Page:- 9)

For & on behalf of HEC Ltd.

(Sd/-Sr. DGM I/c/CC & D/FFP)



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ANNEXURE-I

TERMS & CONDITIONS:-

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

The bidders who are registered as **Micro/Small/Medium Enterprises** with the prescribed authority under **Micro, Small and Medium Enterprises development Act, 2006**, are required to submit copy of the registration certificate and indicate **twelve digits Entrepreneur Memorandum Number** alongwith the **techno-commercial bid (Part-I)**. In case such details are not provided by any bidder, it will be presumed that the bidder is not a **Micro, Small and Medium Enterprise** as per the provision of **Micro, Small and Medium Enterprises development Act, 2006** and consequently they are not eligible to the benefits admissible under the Act.

2. The quoted price of the firm must be technically feasible, workable, competitive and unconditional. This should remain firm throughout the period of the contract. In case of any discrepancy in rate filed up in words and figures then the value in word will prevail.
3. **Bidders are requested to quote their price inclusive of various workman related payments such as minimum wages, DA, ESI, PF, Bonus, Leave, EDLI, EPS, accidental compensation, gratuity, safety items etc. for the workmen to be deployed including supervisor. It is deemed that the bidders are satisfied with their quoted rate for completing the job/supply as per the scope of work/tender schedule as well as above statutory liabilities. No complaint in this regard shall be entertained later.**
4. **Bidders are advised to visit the site (i.e. 02-Shop/FFP) for physical assessment of the work before participating in the bidding process.**
5. Any offer which does not fulfill the condition laid down herein or is incomplete in any respect will be liable for rejection. Canvassing in connection with the offer is strictly prohibited and makes the offer liable to be rejected.
6. The **firm** shall comply with the instructions which may be issued to him by HEC from time to time.
7. **HEC** reserves the right to issue amendment in respect of any clause stipulated in the tender documents before opening of the tender **(i.e. Part-I Bid)**.
8. **HEC** reserves the right to ask the bidder for submission of any document w.r.t. **evaluation/clarification/verification** of the **techno-commercial bid (Part-I)**.
9. The bidders are required to quote their prices in both figures and words at the prescribed format mentioned in **ANNEXURE-II**. **Bids** not having prices in words are liable for rejection on the option of **HEC**. If any difference is located between the values indicated in **words and figures** in the **price bid**, the lower of the value shall be taken as price quoted by the bidders. **In the price bid if the amount is derived after multiplying rate and quantity wrongly, the value written by mistake or after doing proper calculation whichever is lower to be considered.**
10. After filling the rate(s) in figures and words by the firm against designed column of prescribed format in the tender, a transparent tape shall be affixed by the firm over the quoted rate(s) (both figures & words) to avoid chances of tampering.
11. Only original **price bid(s)** of the bidder(s) submitted alongwith the original tender will be considered as valid. In the event of extension of the tender opening date, the bidders may submit their revised offer for **Price Bid (Part-II)** in separate sealed envelope clearly superseding **"Revised Price Bid"** on the top of the envelope.
12. The offer must be submitted by the bidders at the place mentioned at **Page 2** after filling it properly and designed in all respect as per terms & conditions of the tender documents without creating any change therein. The un-priced copy of the **Price Bid (Part-II)** is also required to be submitted alongwith **Techno-commercial bid (Part-I)** clearly marking 'X X X' wherever price have been quoted. **Mere submission of bid shall not mean eligibility of the bidder.**



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

25. **ADDRESS FOR CORRESPONDANCE:-**

To,
The Sr. DGM In-charge,
Contract Cell, 2nd Floor, Administrative Building
Room No.:- 174, Foundry Forge Plant, HEC Ltd.
Dhurwa, Ranchi-834004, Jharkhand
CONTACT NO – 0651 24001584/ 2400638



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

The offer shall remain valid for a period of **Six Months** from the date of opening of the tender. If no period is mentioned in respect of validity of the tender in the offer submitted by the firm, it will be presumed that the firm has accepted the validity of its offer for **six months** period from the date of opening of the tender.

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

Sealed offer will be received through **tender box** placed at **main gate of FFP/HEC, Dhurwa, Ranchi-834004** or through **Courier** or through **Register Post** or through **Speed Post** on or before of scheduled **date & time** mentioned at **Page-1**. For bulky size of the offer w.r.t tender box, the same will be received in **Contract Cell/FFP (Top Floor, Room No. 174, Adm. Bldg. of FFP/HEC Ltd.)** based on written request of the firm.

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

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

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

- (i) Envelop of **Techno-commercial Bid (Part-I)** of the offer will be opened at **Finance/FFP** in presence of any bidder or their authorized representative who wish to be present, representative of **Finance** and **Contract Cell/FFP** on due **date & time** of opening of the tender as mentioned at **Page 1**.
- (ii) The **Price Bid (Part-II)** of the techno-commercially qualified bidders (**after completion of scrutiny of Technical and Commercial part**) will be opened at a later date in presence of the bidders or their authorized representatives who wish to be present, representative of **Finance** and **Contract Cell/FFP**. The date of opening of the **Price Bid (Part-II)** will be intimated to all the qualified bidders in advance.

30. **SCOPE OF WORK OF SUCCESSFUL BIDDER:-** As per ANNEXURE-II

31. **MATERIALS SUPPLY CLAUSE:-**

All tools & tackles required for this work to be arranged by **successful bidder** while other materials if required for proper execution of the work will be provided by the department.

32. **EXECUTING DEPARTMENT & SITE I/c:-**

02-Moulding/Maint./FFP will be the **executing dept.** and **I/c/Moulding/Maint./02-Shop/FFP** or the person nominated by him will be the **Site I/c** of this contract.

33. **WORKING TIME:-** As per sole discretion of the **executing dept. or site I/c**.

34. **COMPLETION PERIOD:-** 02 Months..

35. **RESPONSIBILITY OF SITE I/c:-**

- (a) Giving necessary instruction to **successful bidder** to carry out the work properly if necessary.
- (b) Maintaining a **measurement book** to enter actual quantity of work being carried out by **successful bidder** for the subject work.
- (b) Issue of **work completion certificate** towards successful completion of the work.

36. **PAYMENT TERM:-**

Payment will be made to the firm on submission of following documents in **executing department**:

- (a) **R/A bill** based on actual quantity of work being carried out by the **firm** duly certified by the **site I/c/Executing dept. alongwith GST invoice immediately**.
- (b) **Measurement book** duly certified by the **Site I/c/Executing dept.** towards completion of actual quantity of work.
- (c) Documentary evidence towards payment of statutory dues (i.e. PF, ESI etc.).
- (d) Wage certificate of labour payment through bank account duly certified by executing dept./FFP.

The above documents submitted by firm will be forwarded to **Finance/FFP** for payment by the **executing department** itself.



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Final payment will be made on production of **work completion certificate** issued by **Site I/c/Executing dept.** alongwith final bill.

Note:- (1) Delay in submission of bill may result in non-payment of GST amount if credit could not be availed due to late submission of invoice.

(2) Amount of GST will be reimbursed to the firm as per the prevailing rule under GST Act. on the basis of timely submission of **GST invoice** as per **GST rule** and submission of all documents as per payment terms.

37. **PAYING AUTHORITY:-** Finance Dept./FFP.

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

39. **SECURITY DEPOSIT:-**

Total **Security Deposit** will be **10% of total contract value**. A deduction at the rate of **10%** from all “**On account**” payments of **successful bidder** will be made till the total **SD** becomes **10%** of total contract value. Total **SD** will be refunded **within 30 days** on submission of **work completion certificate** issued by the **I/c/Moulding/Maint./02-Shop/FFP** towards successful completion of the work. **EM/Security Deposit will be forfeited if the contract is terminated for any reason whatsoever.**

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

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

41. **LD CLAUSE:-**

If **successful bidder** fails to complete the work within the specified completion period, **LD** will be levied @**½%** of unfinished part of the work per week of delay subject to a maximum **10%** of total contract value.

42. **ARBITRATION:-**

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

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

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

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

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

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

a) If successful bidder fails to start the work within **15 days** from the date of issue of work order without assigning any reason.



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- b) If the firm fails to follow statutory provision of Contract Labour (Regulation & Abolition) Act-1970, Payment of Wages Act-1936, Minimum Wages Act-1948, Employees Compensation Act-1923, Maternity Benefit Act-1961, Employees Provident Fund & Miscellaneous Provision Act-1952 Employee State Insurance Act-1948 or any other Act.
- c) If **successful bidder** fails to follow safety rules as per **statutory provision of safety act.** towards safe execution of the contract as well as fails to satisfy the executing dept. with progress of the job.
- d) If any act of malpractices like pilferage, corruption, harming/misusing company's property, ill- treating company's employee or any one related to the company by **successful bidder** or his deployed workmen including supervisor at any stage of the contract is detected.
- e) Any other reasons for which company thinks it fit to terminate the contract will be terminated with assigning the proper reason. The determination and termination of the contract at any stage is the sole discretion of the employer and binding on **successful bidder**.

44. RISK & COST FACTOR:-

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

45. SUCCESSFUL BIDDER'S RESPONSIBILITIES:-

- a) The successful bidder will be responsible for compliance of CPF & ESI of its deployed workmen as per the rule admissible under the **Employees Provident Fund & Miscellaneous Provision Act-1952 & Employee State Insurance Act-1948**.
- b) The successful bidder has to keep all necessary workmen of various trades and categories as per requirement of the work.
- c) To complete the above work as mentioned in the scope of works, the required numbers of workmen are to be deployed on all execution days by successful bidder.
- d) The successful bidder will have to submit daily report for engagement of labour on every execution day to the **site I/c** with effect from the date of commencement of the work and will continue up to completion of the work.
- e) The successful bidder will give strict instruction to his deployed workmen in order to follow the safety rules and to use safety appliances during execution of the contract towards safe working. He will also give instruction to his workmen for not to **smoke/spit/gossip** at the work premises during working hours.
- f) The successful bidder will be responsible for safety of all workmen engaged by him for the above contract and he will provide necessary safety appliances (PPEs) like **Hand Gloves, First Aid items, Safety Shoes, Safety Helmet, Protective clothing's etc.** to his deployed workmen as per suggestion of safety department of **FFP/HEC**. The nature and types of safety appliances to be supplied to different workmen may be different based on their actual position in the workplace and accordingly it is to be ascertained from the **executing department or safety dept. of HEC** at the very beginning of the contract. If successful bidder fails to provide safety appliances to his workmen, the same shall be supplied by the corporation at **successful bidder's cost** and such cost will be recovered from his bill.
- g) The successful bidder will give instruction to his deployed workmen that every workman will wear neat & clean suitable clothing towards safe execution of the work inside the factory area.
- h) The successful bidder should either physically present himself every day or by his supervisor during working hours and he/his supervisor will report to **site I/c** daily for taking instructions and for coordinating the work and maintaining the various records i.e. quantum of work done, workmen engaged etc.
- i) **The successful bidder will pay minimum wages to its deployed workmen as per Minimum Wages Act., 1948 at their own source.**
- j) In case of an accident during execution of the work whether resulting in any injury or disability or death of successful bidder's workmen, he will report immediately to the **site I/c** as well as **P&A Dept./FFP** about the accident of his workman and will be liable to pay compensation to such worker in accordance with the provisions of **Employees Compensation Act 1923**. Such compensation shall be paid to the concerned worker within **one month** from the date of accident failing which **HEC** will pay



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the requisite compensation along with the payment so made to such worker and the same shall be adjusted against his bill by HEC later.

- k) **Payment of successful bidder's deployed workmen shall be made to their bank account directly.**
 - l) **Bonus is to be paid by the successful bidder to their deployed workmen within 15 days from the date of completion of contract. There is no need to wait for Durga Puja.**
 - m) **Bonus is to be paid separately contract wise by successful bidder.**
 - n) **The successful bidder has to simply submit the proof of bonus payment and a copy of return which has been submitted by them to the competent authority as per the Act.**
 - o) The payment towards running bill will be made **once in a month** depending upon the work done by him and would cover the attendance period from 1st of the month to 30/31th of the current month. Successful bidder is required to render all the possible service for the preparation of bills on or before 10th of the succeeding months even if payment by corporation has not been made to them. The bills complete in all respect should reach to the **Finance Dept** by 6th of the following month.
 - p) The successful bidder shall obtain the requisite **license** for **engaging labour {if applicable as per provision of Contract Labour (Regulation & Abolition) Act, 1970}** from the concerned authorities clearly setting out the number of persons to be engaged for this work.
 - q) The successful bidder will regularly read the notice board and refer display of information made at the entrance of **FFP** and he shall also issue employment card and wage slip to all workers engaged by him.
 - r) In the case of change in the entity of successful bidder as he has mentioned in the bidder's profile submitted by him alongwith his tender and the said change has taken place during the running of the contract, the successful bidder will submit revised bidder's profile attaching therewith all relevant documents in support of the change such as individual/property business concern/partnership firm/co-operative society etc. Any change in the constitution of the aforesaid body shall forthwith be notified by him to executing dept.
 - s) The successful bidder will be informed about the display of below average level of awareness about safety and work by his workers and accordingly he will replace them and re-engage them only when they acquired such competency.
 - t) The successful bidder will maintain all records namely Attendance Register of deployed workmen, Register of Wages (FORM-XVII), Register of workman (Muster Roll) FORM-XIII), CPF deduction of each & every deployed workmen with CPF A/c no, bank A/c no. at ready reference for producing the same as per needs of the corporation.
46. All other terms & conditions shall be applicable as per GCC of HEC Works & Service Manual which can be downloaded from HEC website www.hecktd.com.

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

For & on behalf of HEC Ltd.

(Sd/-Sr. DGM I/c/CC & D/FFP)



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ANNEXURE-II

PRICE BID (Part-II)

SCHEDULE OF QUANTITY

Name of the work:- Conversion of sand dryer from producer gas fired to HSD fired system
using internal resources in sand plant of 02-Shop/FFP.

Sl. No.	Description of Work	Basic Quoted Value (Lump-sum) (Rs.)
1.	Dismantling of old producer gas fired burner with pipelines and blocking of incoming producer gas.	
2	Assembly of new burner with HSD pipelines.	
3	Assembly of Air Blower with pipelines to all burners.	
4	Dismantling of spare storage tank from VAD area and fixing it near sand plant by granting new foundation and fitting of diesel pipeline from storage tank to burners.	
5	Assembly of supply pump with all pipelines from storage tank to all burners.	
-	Total basic quoted value (Rs.):	

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

For & on behalf of HEC Ltd.

(Sd/-Sr. DGM I/c/CC & D/FFP)