



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

SINGLE TENDER NOTICE

No:- FF/CC/INST/AMC of 60T weighbridge/23- 165

Date: 21.03.23

To

M/s Avery India Limited
House no 58, Old Kadru A G Colony
PO – Hinoo, PS – Argora,
Ranchi – 834002
Email – nkghosh@awtxglobal.com

Sub.:- Single Tender Enquiry for “Annual Maintenance Contract for 60T fully computerized road weighbridge”.

Contract Cell/FFP is inviting a **single part bid single** tender for submitting offer from the above firm for carrying out the above work in **60T road weighbridge** of FFP.

SUBMISSION OF OFFER:-

The firm is required to submit its offer in **one sealed envelope** consisting of **only basic price** as per prescribed format placed at **ANNEXURE-II** alongwith following documents:

- i) Copy of PAN Card.
- ii) Copy of **GST Registration** certificate.
- iii) Tender Paper duly signed by the firm towards acceptance of **terms & conditions** stipulated therein.

Conditional offer will not be considered and shall be summarily rejected.

The firm is also advised to super-scribe the followings in details clearly on top of the 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:- **1 Pc.** Contract period:- **One Year.**

Date of issue of Tender Document:- **21.03.2023**

Due date & time for submission of offer:- **27.03.2023** upto **02:30 PM.**

Due date & Time for opening of the tender:- **27.03.2023** at **3.00PM.**

Note:- **In case due date of tender opening/submission falls on declared Holiday/Sunday, the tender box will be opened on next working day and the tender will also be opened on next working day at the same time & venue mentioned at page 3.**

PLACE TO SUBMIT THE OFFER:-

Sealed offer will be submitted in the **Tender Box** placed at **Plant Entry 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.

(Ref. Page:- 3 to 6)

(2) Annexure-II:-Schedule of Quantity for **Price Bid (Part-II)**

(Ref. Page:- 7)

For & on behalf of HEC Ltd.

(Sd/-SDGMI/c/CC & D/FFP)



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ANNEXURE-I

TERMS & CONDITIONS:-

1. 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.
2. **The firm is requested to quote its price inclusive of minimum wages, statutory payments and benefits/elements like rest day wages, holiday wages, PF & ESI contributions, insurance, safety items, annual bonus etc. for the workmen to be deployed including supervisor. It is deemed that the firm is satisfied with its quoted rate for completing the job as per the scope of work/tender schedule. No complaint in this regard shall be entertained later.**
3. **Bidders are advised to visit the site (i.e. 60T road weighbridge/FFP) for physical assessment of the work before participating in the bidding process.**
4. 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.
5. The firm shall comply with the instructions which may be issued to him by HEC from time to time.
6. **HEC reserves the right to issue amendment in respect of any clause stipulated in the tender document before opening of the tender.**
7. **HEC reserves the right to ask the firm for submission of any document w.r.t. evaluation/justification of their quoted price.**
8. The firm is required to quote its price in both figures and words at the prescribed format mentioned in **ANNEXURE-II**. Offer not having price 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 quoted price, the lower of the value shall be taken as price quoted by the firm. **In quoted price 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.**
9. 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.
10. Only original **quoted price** of the firm will be considered as valid. In the event of extension of the tender opening date, the firm may submit their revised price in another sealed envelope clearly supers-cribbing "**Revised Price**" on the top of the envelope.
11. The offer must be submitted by the firm at the place mentioned at **Page 1** after filling it properly and designed in all respect as per terms & conditions of the tender document without creating any change therein. **Mere submission of bid shall not mean eligibility of the bidder.**
12. 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**.
13. **Price with erasing/overwriting/cutting will be rejected unless all corrections have been authenticated with the firm's representative signature & seal.**
14. **HEC do not bind to accept the quoted price of the firm and reserves the right to accept or reject the quoted price of the firm in whole or in part without assigning any reason.**
15. Any claim on account of extra expenses if any incurred by the firm for any reasons whatsoever will not be entertained by **FFP/HEC**.



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16. 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.
17. Submission of any document by the firm after opening of offer shall not be allowed unless asked for in writing to do so.
18. All the Statutory Rules & Regulations, Govt. Acts. Guidelines etc. issued by HEC time to time in the matter shall be followed for this tender.
19. **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.
20. **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
21. **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.
22. **RECEIPT OF THE OFFER:-**
- Sealed offer will be received through **tender box** placed at **plant entry 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.
23. **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.
24. **OPENING OF THE OFFER:-**
- Envelop of the offer will be opened at **Finance/FFP** in presence of authorized representative of the firm if he 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**.
25. **SCOPE OF WORK OF THE FIRM:-** Detailed Scope of work is as under:
- (a) Servicing, maintenance & repair of 60T Electronic Road Weighbridge including weigh bridge structure, computer peripherals & cabling system.
 - (b) Inspection, testing and calibration of weighbridge to check its accuracy as & when required during the contract period.



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- (c) Attending any problem on application software installed and providing latest application software as and when required during the contract period.
 - (d) Skilled service engineer are to be made available on immediate basis to attend all breakdown calls as and when required during the contract period for emergency service.
 - (e) Repair/replacement of the electronic components of digitizer, control cubicle, junction box etc.
 - (f) Providing & fitting of spares of mechanical machines such as knife bearings, nut bolts, washers, grub screws, link plates, bearings retainers, steel yard knives and rack spring etc.
 - (g) Visiting the FFP/HEC at-least **4 times** normally during the contract period for carrying out preventive maintenance of the machines.
 - (h) All breakdown calls to be attended as & when required.
 - (i) Providing & installation of latest Avery application software compatible to Windows 10 operating system.
 - (j) Providing and installation of LAN Cable for communication between PC and load indicator.
26. **MATERIALS SUPPLY CLAUSE:-**
All tools & tackles are to be arranged by the firm while all consumables items such as print head, ribbon, diskette, printing stationery etc shall be the scope of the executing department.
27. **BOARDING, LODGING & FOODING:-**
Boarding, lodging, fooding & other expenses of the firm's workman will be borne by the firm.
28. **EXECUTING DEPARTMENT & SITE I/c:-**
Inst. Dept./FFP will be the **executing dept.** and **Sr. DGM I/c/Engr., Inst & Civil/FFP** or the person nominated by him will be the **Site I/c** for this contract.
29. **USER DEPT.:- STORES/FFP.**
30. **RESPONSIBILITY OF SITE I/c:-**
 - (a) Giving necessary instruction to the firm to carry out the work properly if necessary.
 - (b) Issue of **acceptance towards successful completion** of the work of every routine visit.
31. **COMPETENT AUTHORITY FOR ISSUING WORK COMPLETION CERTIFICATE:-**
Sr. DGM I/c/Engr., Inst & Civil/FFP is the competent authority for issuing work completion certificate.
32. **WORKING HOURS:-** The work will be executed as per sole discretion of the **executing dept. or site I/c.**
33. **CONTRACT PERIOD:- One Year.**
34. **PAYING AUTHORITY:-** Finance Dept./FFP.
35. **PAYMENT TERM:-** Payment will be made as per following terms:
 - (a) **100% payment of basic contract value** will be made to the firm **as advance** on submission of signed copy of **Proforma Invoice (PI)** by the firm to the **executing department.**
 - (b) The advance payment will be adjusted within **15 days** on submission of **GST invoice** by you after completion of **each visit** and acceptance of the **user/executing department** towards successful completion of **each visit** by the firm. GST will be paid on submission of GST Invoice and as per clause no 37.
36. **INCOME TAX DEDUCTIONS:-** It will be deducted as per the prevailing rule.
37. **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 offer. Applicable **GST** is payable to the firm extra. Requisite document as per the applicable **GST Act** is required to be submitted for claiming **GST reimbursement** subject to declaration in **GSTR-1** return by the firm in the month of invoice. Invoice must be raised in accordance with the **GST Act**. Any increase in **GST** after expiry of the specified completion period of the contract will not be entertained by **FFP/HEC.**



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38. **LD CLAUSE:-**

If the firm fails to visit at-least **four times** within the contract period, **LD** will be levied @ $\frac{1}{2}$ % of total basic contract value per less visits subject to a maximum **10%** of total contract value.

39. **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.

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

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

- a) If the **firm** fails to visit FFP within **7 days** from the date of **written request/telephonic information** for the same without assigning any reason.
- 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 or any other Act.**
- c) If the **firm** fails to satisfy the executing dept. with progress of the job.
- d) If any act of malpractices likes pilferage, corruption, harming/misusing company's property, ill- treating company's employee or any one related to the company by the **firm** or his deployed workman 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 without assigning any reason. The determination and termination of the contract at any stage is the sole discretion of the employer and binding on the **firm**.

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

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

42. **THE FIRM'S RESPONSIBILITIES:-**

- a) The firm has to keep all necessary workmen of various trades and categories as per requirement of the work.
- b) The firm will give strict instruction to their deployed workmen in order to follow the safety rules and to use safety appliances during execution of the contract towards safe execution of the work. He will also give instruction to their deployed workmen for not to **smoke/spit/gossip** at the work premises during working hours.
- c) The firm 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



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ascertained from the **executing department** or **safety dept. of HEC** at the very beginning of the contract.

- d) **The firm will pay minimum wages to its deployed workmen as per latest Minimum Wages Act., 1948 at their own source.**
- e) In case of an accident during execution of the work whether resulting in any injury or disability or death of the firm's workmen, the firm will report immediately to the **site I/c** as well as **P&A Dept./FFP** about the accident of its 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 the requisite compensation alongwith the payment so made to such worker and the same shall be adjusted against the firm's bill by **HEC** later.
- f) In the case of change in the entity of the firm 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 firm will submit revised 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.
- g) The firm 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.
43. Other terms & conditions will be as per **GCC of HEC Ltd.** available at HEC's website www.hecltd.com for your ready reference.

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

For & on behalf of HEC Ltd.

(Sd/-SDGMI/c/CC & D/FFP)



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ANNEXURE-II

PRICE BID (Part-II)

SCHEDULE OF QUANTITY

Name of the work:- **Annual Maintenance Contract for 60T fully computerized road weighbridge of FFP.**

Sl. No.	Description of Work	Qty. of weighbridge (Pc.)	Basic Quoted Rate/Pc. (Rs.)	Total Quoted Value (Qty. X Basic Quoted Rate/Pc.) (Rs.)
01.	Annual Maintenance Contract for 60T fully computerized road weighbridge of FFP.	1		
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/-SDGMI/c/CC & D/FFP)