



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

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LIMITED TENDER NOTICE

No:- FF/CC/INST/Repairing of test weight/21-129

Date:- 27.11.2021

To

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Sub.:- Limited Tender Enquiry for “**Repair of 1500 Nos. of Std. Weight of 20 Kgs each for Stamping / verification of 54 Nos. of Weighing machines of FFP by Inspector, Weights & Measures, Govt. of Jharkhand, Ranchi**”.

Contract Cell/FFP is inviting a **Two part bid** tender for submitting offer from the above firm for carrying out the subject work in **FFP/HEC Ltd.**

SUBMISSION OF OFFER:-

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

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

- i) Proof of experience towards execution of similar nature of work (repairer of weights).
- ii) Copy of **PAN** Card.
- iii) Copy of **GST Registration** certificate.
- iv) 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 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:- **1500 Nos.** of test weights.

Completion period:- **7 days** from the date of handing over weights by the dept.

Date of issue of tender document:- **27.11.2021**

Due date & time for submission of offer:- **27.12.2021** upto **12.00N**.

Due date & Time for opening of the tender:- **27.12.2021** at **3.00PM**.

Note:- **In case due date of tender opening falls on declared Holiday/Sunday, tender will 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 **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.

(Ref. Page:- 2 to 6)

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

(Ref. Page:- 7)

For & on behalf of HEC Ltd.

(SDGM I/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 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.**
3. **The firm is advised to visit Instrumentation dept. to take idea 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 its 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 may 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. **HEC reserves the right to reduce or increase the quantity of the work within the contract period as per requirement.**



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16. Any claim on account of extra expenses if any incurred by the firm for any reasons whatsoever will not be entertained by **FFP/HEC**.
17. 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.
18. Submission of any document by the firm after opening of offer shall not be allowed unless asked for in writing to do so.
19. All the Statutory Rules & Regulations, Govt. Acts. Guidelines etc. issued by HEC time to time in the matter shall be followed for this tender.
20. **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.
21. **ADDRESS FOR CORRESPONDANCE:-**

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

The offer shall remain valid for a period of **Three 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 **three months** period from the date of opening of the tender.
23. **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.
24. **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.
25. **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**. **In case due date of tender opening falls on declared Holiday/Sunday, envelop of the offer will be opened on next working day at the same time & venue.**



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26. **SCOPE OF WORK OF THE FIRM:-** Detailed Scope of work is as under:
- (a) Repairing of 1500 nos. of standard Test Weights of 20 Kg each by de-rusting, welding & grinding, lead filling, cleaning and painting with black paint.
 - (b) Verification of repaired weights from the Inspector, Weights and Measures, Govt. of Jharkhand, Ranchi.
27. **MATERIALS SUPPLY CLAUSE:-**
All tools & tackles are to be arranged by the firm while other materials for carrying out the work will be provided by the dept.
28. **EXECUTING DEPARTMENT & SITE I/c:-**
Inst. Dept./FFP will be the **executing dept.** and **I/c/Inst dept./FFP** or the person nominated by him will be the **Site I/c** for this contract.
29. **RESPONSIBILITY OF SITE I/c:-**
 - (a) Giving necessary instruction to the firm to carry out the work properly if required.
 - (b) Issue of **work completion certificate** towards satisfactory completion of the work.
30. **WORKING HOURS:-** The work will be executed as per sole discretion of the **executing dept. or site I/c**.
31. **COMPLETION PERIOD:-** **7 days** from the date of handing over the test weights by the department.
32. **PAYING AUTHORITY:-** Finance Dept./FFP.
33. **PAYMENT TERM:-**
Payment will be made to the firm on submission of following documents in **Executing Dept./FFP**:
- (a) **90% payment** will be made on submission of **GST Invoice** based on repairing of actual number of test weights by the firm duly certified the **site I/c or executing dept.**
 - (b) Balance **10% payment** will be made on submission of verification certificate of **Inspector, Weights and Measures, Govt. of Jharkhand, Ranchi** for repaired weights.
34. **INCOME TAX DEDUCTIONS:-** It will be deducted as per the prevailing rule.
35. **GOODS & SERVICE TAX (GST):-**
Price of the firm must be exclusive of **GST** and the firm is required to indicate **GST in percentage (%) or value** separately in their offer. Applicable **GST** is payable to the firm extra. Payment of **GST** will be made to the firm 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, the firm 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 the firm, the same will be recovered from the firm's next bill. Any increase in **GST** after expiry of the specified completion period of the contract will not be entertained by **FFP/HEC**.
36. **LD CLAUSE:-**
If the **firm** fails to complete the work within the contractual period, **LD** will be levied @ $\frac{1}{2}$ % of unfinished part of the work per week of delay subject to a maximum **10%** of total basic contract value.
37. **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



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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.

38. **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 start the work within **7 days** from the date of handing over the test weights by the department without assigning any reason.
- (b) If the **firm** fails to satisfy the executing dept. with progress of the job.
- (c) 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 with assigning the proper reason. The determination and termination of the contract at any stage is the sole discretion of the employer and binding on the **firm**.

39. **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**.

40. **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) To complete the above work as mentioned in the scope of works, the required number of workmen is to be deployed on all execution days by the firm.
- c) The firm will give strict instruction to its 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 its deployed workmen for not to **smoke/spit/gossip** at the work premises during working hours. If any workman of the firm is found that he is **smoking/spitting/gossiping** at the work premises during working hours, necessary action may be taken against the firm.
- d) The firm will be responsible for safety of all workmen engaged by them for the above contract and they will provide necessary safety appliances like **Hand Gloves, First Aid items, Safety Shoes, Safety Helmet, Protective clothing's etc.** to its deployed workmen. 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 the firm fails to provide safety appliances to its workmen, the same shall be supplied by FFP/HEC at the firm's **cost** and such cost will be recovered from it's bill.
- e) The firm should either physically present himself every day or by its supervisor during working hours and its supervisor will report to **site l/c** for taking instructions regarding execution of the work.
- f) **The firm will pay minimum wages to its deployed workmen as per Central Govt. Minimum Wages Circular at its own source.**
- g) The firm will obtain an **Insurance policy** against the accident(s) in respect of all workmen deployed by him to provide adequate coverage against any disability or infirmity or death which may be caused to



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the workmen as a result of the accidents in the working site. One copy of the same must be submitted by him at **Contract Cell/FFP**.

- h) 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 **Workmen 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.
 - i) 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.
 - j) The firm will be informed about the display of below average level of awareness about safety and work by its workers and accordingly they will replace them and re-engage them only when they acquired such competency.
41. All other terms & conditions will be as per GCC of HEC Ltd. available on HEC's website www.hecltd.com.

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

For & on behalf of HEC Ltd.

(SDGM I/c/CC & D / FFP)



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ANNEXURE-II

SCHEDULE OF QUANTITY FOR PRICE

Name of the work:- Repair of 1500 Nos. of Std. Weight of 20 Kgs each for Stamping / verification of 54 Nos. of weighing machines of FFP by inspector, weights & measures, Govt. of Jharkhand, Ranchi.

Sl. No.	Description of Work	Qty. of test weights (Nos.)	Basic Quoted Rate/No. (Rs.)	Total Quoted Value (Qty. X Basic Quoted Rate/No.) (Rs.)
01.	Repairing of 1500 nos. of standard Test Weights of 20 Kg each by de-rusting, welding & grinding, lead filling, cleaning and painting with black paint.	1500		
02.	Verification of repaired weights from the Inspector, Weights and Measures, Govt. of Jharkhand, Ranchi.			
Total basic quoted value (Rs):-				

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

For & on behalf of HEC Ltd.

(SDGM I/c/CC & D / FFP)