



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/OAC/Repair of ASU/23- 169

Date: 19.05.2023

To

M/s

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Sub.:- Limited Tender Enquiry for “Repair and maintenance of Air Separated Unit ASU in OAC/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 **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.
- 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 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:- **As per BOQ**

Completion period:- **15 days** Maintenance period:- **6 Months**

Date of issue of Tender Document:- **19.05.2023**

Due date & time for submission of offer:- **29.05.2023 upto 02.30PM.**

Due date & Time for opening of Part-I bid of the tender:- **29.05.2023 at 3.00PM.**

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



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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 at pre-page 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**.

(Ref. Page:- 3 to 8)

(Ref. Page:- 9)

For & on behalf of HEC Ltd.

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



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ANNEXURE-I

TERMS & CONDITIONS:-

1. The quoted price of the bidders 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. **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.**
3. **Bidders are advised to visit Oxygen Plant/FFP to take idea about the work as well as to assess the work physically 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. **Firm** shall comply with the instructions which may be issued to him by the officer-in-charge/competent authority from time to time.
6. **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)**.
7. **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)**.
8. 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.**
9. After filling the rate(s) in figures and words by the bidders against designed column of prescribed format in the tender, a transparent tape may be affixed by the bidders over the quoted rate(s) (both figures & words) to avoid chances of tampering.
10. 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 supers- cribbing **"Revised Price Bid"** on the top of the envelope.
11. 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.**
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 bidder may seek clarifications from the authorized officer of **HEC**. If any **tampering/unauthorized** alteration is noticed in the bid submitted by the bidders from the tender document available on the **HEC Website**, the said Bid shall be summarily rejected and **HEC** shall have no liability whatsoever in the matter. However, deviations, if any, proposed by the bidder(s) may be separately indicated under a heading **"DEVIATIONS"**, quoting the respective clause with justification. Acceptance of such deviations shall be the sole discretion of **HEC**. Such proposed deviations will not be treated as tampering for the purpose of application of the clause.
13. **Offer with erasing/overwriting/cutting will be rejected unless all corrections have been authenticated with bidder's signature & seal.**
14. **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.**



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15. **HEC do not bind to accept the lowest or any tender and reserves the right to accept or reject any or all offers in whole or in part without assigning any reason.**
16. **HEC reserves the right to reduce or increase the quantity of the work within the contract period as per requirement.**
17. Any claim on account of extra expenses if any incurred by **firm** for any reasons whatsoever will not be entertained by **FFP/HEC**.
18. No compensation will be given by **FFP/HEC** for any rework or repeat work if done by successful firm during execution of the work to meet the scope of work.
19. Placement of order will be done on the basis of **L-1 quotation**. 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.
20. If two or more bidders become **L-1**, the **L-1 bidders** may be asked to submit revised bid (with document) within a stipulated date & time. In case, still the **“overall value/price”** received is same, the **L-1** (from the tied bidders after revised bid) can be decided by draw of lots in the presence of bidder's representative.
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 bidder after opening of bids shall not be allowed unless asked for in writing to do so.
23. All the Statutory Rules & Regulations, Govt. Acts. Guidelines etc. issued by the corporation time to time in the matter shall be followed for this tender.
24. **INSTRUCTION TO THE FIRM FOR SIGNING THE TENDER DOCUMENT:-**
 - (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
Phone:- 0651-2400638/2401584
26. **VALIDITY OF THE OFFER:-**

The offer shall remain valid for a period of **Six Months** from the date of opening of **Techno-commercial Bid (Part-I)** of the tender. If no period is mentioned in respect of validity of the tender in the offer submitted by the bidder, it will be presumed that the bidder has accepted the validity of their offer for **six months** period from the date of opening of **Techno-commercial Bid (Part-I)** of the tender.
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-2**. For bulky size of the offer w.r.t tender box, the same will be received in **Contract Cell/FFP (Top Floor, Room No. 174, Adm. Bldg. of FFP/HEC Ltd.), Sr. DGM I/c/Contract Cell/FFP** or his nominated person based on written request of the firm.



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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 the 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 qualified bidders well in advance.

30. **SCOPE OF WORK OF THE FIRM:-** As per Schedule of Quantity placed at **ANNEXURE-II**.

31. **MATERIALS SUPPLY CLAUSE:-**

- (a) All the tools & tackles, welding machine, electrodes, equipments for gas cutting and welding etc. will be provided by the successful bidder.
- (b) All the clamps in the pillars, supports & fasteners will be provided by the firm.
- (c) Oxygen gas cylinder, DA gas cylinder & Argon gas cylinder will be provided by firm.

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

Oxygen Plant/FFP will be the **executing dept.** and **I/c/Oxygen Plant/FFP** or the person nominated by him will be the **Site I/c** of this contract.

33. **WORKING HOURS:-** The work will be executed as per sole discretion of the **executing dept. or site I/c**.

34. **COMPLETION & MAINTENANCE PERIOD:-** **15 days and 6 months** respectively.

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

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

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

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

40. **PAYMENT TERMS:-**

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.

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.



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

Price of all bidders must be exclusive of **GST** and they are required to indicate **GST in percentage (%) or value** separately in their **techno-commercial bid (Part-I)**. Applicable **GST** is payable to the firm extra. Payment of **GST** will be made to 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, 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 firm, the same will be recovered from next bill of firm. Any increase in **GST** after expiry of the specified completion period of the contract will not be entertained by **FFP/HEC**.

42. **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 **firm** will be made till the total **SD** becomes **10%** of total contract value. **50%** of total **SD** will be refunded **within 30 days** on submission of **work completion certificate** issued by the **I/c/Oxygen Plant/FFP** towards successful completion of the work and balance **50%** of total **SD** will be refunded after completion of maintenance period on submission of **maintenance completion certificate** issued by **I/c/Oxygen Plant/FFP**. **EM/Security Deposit will be forfeited if the contract is terminated for any reason whatsoever.**

43. **LD CLAUSE:-**

If the firm fails to complete the work within the 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.

44. **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.

45. **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 **15 days** from the date of issue of work order without assigning any reason.
- b) If **firm** fails to follow statutory provision of **Contract Labour (Regulation & Abolition) Act-1970, Payment of Wages Act-1936, Minimum Wages Act-1948, Employee's 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 the firm 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 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 workmen including supervisor at any stage of the contract is detected.



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- 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.

46. **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 any agency at the firm's risk & cost.

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

- a) The firm will be responsible for compliance of PF & ESI of their deployed workmen as per the rule admissible under **Employees Provident Fund & Miscellaneous Provision Act-1952 and Employee State Insurance Act-1948.**
- b) The firm 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 number of workmen are to be deployed on all execution days by the firm and certificate to this effect be obtained from **site I/c or executing dept.**
- d) 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 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 HEC at the firm's **cost** and such cost will be recovered from its bill.
- e) 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.
- f) The firm will give instruction to its deployed workmen that every workman will wear suitable clothing towards safe execution of the work inside the factory area.
- g) The firm should either physically present himself every day or by his supervisor during working hours and its 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.
- h) **Payment of firm's deployed workmen shall be made to their bank account directly.**
- i) **The firm will pay minimum wages to their deployed workmen as per the Minimum Wages Act., 1948 at their own source.**
- j) **Bonus is to be paid by the firm to their deployed workmen within 15 days from the date of completion of contract. There is no need to wait for Durga Puja.**
- k) **Bonus is to be paid separately contract wise by the firm.**
- l) **The firm 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.**
- m) 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 **Employee's 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.
- n) The payment towards running bill will be made **once in a month** depending upon the work done by the firm and would cover the attendance period from **1st** of the month to **30/31th** of the current month. The firm is required to render all the possible service for the preparation of bills on or before **10th** of the



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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.

- o) The firm shall obtain the requisite **license** for **engaging labour {if applicable on the firm 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.
 - p) The firm 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.
 - q) 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.
 - r) 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.
 - s) The firm will maintain all records namely Attendance Register of deployed workmen, Register of Wages (FORM-XVII), Register of workman (Muster Roll) FORM-XIII), bank A/c no. etc. at ready reference for producing the same as per needs of the corporation.
48. All other terms & condition will be as per GCC of HEC Ltd. and the same can be downloaded from HEC 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.

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ANNEXURE-II

PRICE BID (Part-II)

SCHEDULE OF QUANTITY

Name of the work:- **Repair and maintenance of Air Separated Unit (ASU) in OAC/FFP.**

Sl. No.	Description of Work	Qty.	Basic Quoted Unit Rate (Rs.)	Total Quoted Value (Qty. X Basic Quoted Unit Rate) (Rs.)
01.	Repair and maintenance of Air Separated Unit (ASU) installed in Oxygen Plant / FFP. (including consumables)	1 Set		
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.

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