



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 Spectrometer/22-154

Date: 27.09.2022

To

M/s Dynamic Technology System (DTS)
204, Jagruti Industrial Estate,
Mogul Lane, Mahim, Mumbai- 400016

Sub.:- Single Tender Enquiry for “**AMC for Q8 Magellan Optical Emission spectrometer installed in Quantovac Lab, 104 Bldg. of FFP**”.

Contract Cell/FFP is inviting a **single part bid single** tender for submitting offer from the above firm for carrying out the above mentioned work in **Quantovac Lab, 104 Bldg./FFP/HEC Ltd.**

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) EM of Rs. 5,000/-.
- ii) 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 offer of the firm must contain above mentioned documents alongwith **Earnest Money** in the form of **Demand Draft (DD) / Cash Receipt** by depositing cash at **Finance dept. of FFP / Bank Guarantee (BG)**.

In case the firm desires to submit the **EM** through **BG**, validity of **Bank Guarantee (BG)** should be till **finalization of the contract** from the date of opening of **offer** and should be suitably extended by the firm as and when requested for to do so.

If the firm **desires** to submit the **EM** through **DD**, it should be made from any **scheduled bank** in favour of **HEC Ltd., Ranchi** payable at **SBI, Ranchi**.

No interest will be paid towards deposition of **EM** by the firm.

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:- **Rs. 5,000/-**, Cost of Tender Document:- **Nil**. Quantity of equipment:- **1 Pc.**

Contract period:- **One Year**.

Date of issue of Tender Document:- **27.09.2022**

Due date & time for submission of offer:- **06.10.2022 upto 2.30 PM.**

Due date & Time for opening of the tender:- **06.10.2022 at 3.00 PM.**

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



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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 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 7)**
(2) Annexure-II:-Schedule of Quantity for **Price Bid (Part-II)** **(Ref. Page:- 8)**

For & on behalf of HEC Ltd.

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



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ANNEXURE-I

TERMS & CONDITIONS:-

1. If the firm is registered as a **SSI Units** having valid **NSIC certificates** are exempted from submission of **EM & Security deposit** on fulfillment of the following conditions:
 - (i) Notarized copy of the **NSIC certificate** is to be submitted alongwith the offer.
 - (ii) The exemption from submission of **EM & 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 **EM & Security Deposit**.

If the firm is 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 the firm, it will be presumed that the firm 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. **EM of the firm will be refunded within a reasonable time after successful completion of the work on submission of work completion duly issued by I/c/INST/FFP.**
3. 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.
4. **The firm is advised to visit the site (i.e. Quantovac Lab, 104Bldg/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 document before opening of the tender.
8. **HEC** reserves the right to ask the firm for submission of any document w.r.t. **evaluation/justification** of their quoted price.
9. The firm is required to quote their 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.**
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 **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.
12. The offer must be submitted by the firm at the place mentioned at **Page 2** 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.**
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.



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14. Price with erasing/overwriting/cutting will be rejected unless all corrections have been authenticated with the firm's representative signature & seal.
15. 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.
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 the 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 the firm during execution of the work to meet the scope of work.
19. Submission of any document by the firm after opening of offer shall not be allowed unless asked for in writing to do so.
20. All the Statutory Rules & Regulations, Govt. Acts. Guidelines etc. issued by HEC time to time in the matter shall be followed for this tender.
21. **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.
22. **ADDRESS FOR CORRESPONDANCE:-**

To,
The Sr. DGM In-charge,
Contract Cell & Disposal Dept.
2nd Floor, Administrative Building
Room No.:- 174, Foundry Forge Plant, HEC Ltd.
Dhurwa, Ranchi-834004, Jharkhand
23. **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.
24. **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.)** based on written request of the firm.
25. **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.



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26. 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**.

27. SCOPE OF WORK OF THE FIRM:- Detailed Scope of work is as under:

- (a) Cleaning of dust filters/argon exhaust line.
- (b) Cleaning of complete electronic rack and checking of its individual supply.
- (c) Checking of software for infection/corruption. Preparing of back up for all configuration files and data files etc.
- (d) Clarifying application & analytical issue and giving necessary guideline.
- (e) Checking of instrument optimum position while making profile (only Q6 & Q8 models OES).
- (f) Giving solution & troubleshooting through e-mail & telephonic support (for contract member).

28. SPECIAL CONDITION OF CONTRACT:-

- (a) The firm will visit three times in FFP/HEC during contract period and will carry out above scope of work in every visit.
- (b) If any break-down is occurred in the instrument during the contract period and for which if any extra visit is done by the firm, it will be charged extra @ **36,500/-** by the firm.
- (c) If any break-down is occurred in the instrument after expiry of the contract period and for which if any extra visit is done by the firm, it will be charged extra @ **41,500/-** by the firm.

29. MATERIALS SUPPLY CLAUSE:-

All tools & tackles are to be arranged by the firm while all **spares/consumables** if required for carrying out the subject work will be provided by the department.

30. BOARDING, LODGING & FOODING:-

Boarding, lodging & fooding of the firm's workman will be borne by the firm.

31. EXECUTING DEPARTMENT & SITE I/c:-

Inst. Dept./FFP will be the **executing dept.** and **I/c/Inst./FFP** or the person nominated by him will be the **Site I/c** for this contract.

32. USER DEPT.:- TSD/FFP.

33. RESPONSIBILITY OF SITE I/c:-

Giving necessary instruction to the firm to carry out the work properly if necessary.

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

35. CONTRACT PERIOD:- One Year.

36. PAYING AUTHORITY:- Finance Dept./FFP.

37. PAYMENT TERM:-

Payment will be made to the firm on submission of following documents in **Executing Deptt./FFP**:

- (a) Cheque of **50%** of basic work order value shall be prepared against original **Proforma invoice before first routine visit** & will be handed over to the firm after completion of first routine visit of the job against submission of **acceptance of executing department** towards successful completion of first routine visit.

The amount of **50% amount** for first routine visit shall be adjusted on submission of **GST Invoice** and **acceptance** of executing department towards **successful completion of First routine visit** of the job.

- (b) Cheque of balance **50%** basic work order value shall be prepared against original **Proforma invoice before second visit** & will be handed over to you after completion of second routine visit of the job against submission of **acceptance of executing department** towards successful completion of second routine visit of the job.



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The amount of balance **50% amount** for **second routine visit** shall be adjusted on submission of **GST invoice** and **acceptance** of executing department towards **successful completion of second routine visit** of the job.

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

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

Price of the firm 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. 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 next bill of the firm. Any increase in **GST** after expiry of the specified completion period of the contract will not be entertained by **FFP/HEC**.

40. **LD CLAUSE:-**

If the **firm** fails to visit **three 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.

41. **AGREEMENT:-**

An agreement will be signed between **HEC** & the firm within **30 days** from the date of issue of work order on **Non-Judicial Stamp Paper of requisite value** as per provision of Indian Stamp Act. on the Performa prescribed by **HEC Ltd.** available on **Contract Cell/FFP**. The General Condition of Contract alongwith Work Order and the Tender Documents will be the part of Agreement and binding on the firm. Unless and until agreement is prepared and executed, the **Work Order** shall be deemed as an agreement of this contract between **HEC** & the firm.

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 the firm fails to visit **FFP** within **7 days** from the date of written request for the same without assigning any reason.
- b) If the firm fails 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.



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- d) 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 **successful bidder**.

44. **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 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.**
- 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 ascertained from the **executing department or safety dept. of HEC** at the very beginning of the contract.
- d) 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.
- e) **The firm will pay minimum wages to their deployed workmen as per Minimum Wages Act, 1948 at their own source.**
- f) 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.
- g) In the case of change in the entity of the firm as they have mentioned in their profile submitted by them alongwith the 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.
- h) 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.

45. All other terms & condition will be as per GCC of HEC Ltd. available on 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.

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



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ANNEXURE-II

PRICE BID (Part-II)

SCHEDULE OF QUANTITY

Name of the work:- **AMC for Q8 Magellan Optical Emission Spectrometer installed in Quantovac Lab, 104 Bldg. of FFP.**

Sl. No.	Description of Work	Qty. of Machine (Pc.)	Basic Quoted Rate/Pc. (Rs.)	Total Quoted Value (Qty. X Basic Quoted Rate/Pc.) (Rs.)
01.	Cleaning of dust filters/argon exhaust line.	1		
02.	Cleaning of complete electronic rack and checking of its individual supply.			
03.	Checking of software for infection/corruption. Preparing of back up for all configuration files and data files etc.			
04.	Clarifying application & analytical issue and giving necessary guideline.			
05.	Checking of instrument optimum position while making profile (only Q6 & Q8 models OES).			
06.	Giving solution & troubleshooting through e-mail & telephonic support (for contract member).			
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.

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