



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

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SINGLE TENDER NOTICE

No:- FF/CC/AMC of Water Machines/21-121

Date:- 11.08.2021

To

M/s Eureka Forbes Limited
B.S. Height, 3rd Floor,
H B Road, Kokar (Near Chuna Bhata)
Ranchi-834001, Jharkhand

Sub.:- Single Tender Enquiry for “**Annual Maintenance Contract for repairing and maintenance of Eureka Forbe water machines in FFP**”.

Contract Cell/FFP is inviting a **single part bid single tender** for submitting offer from the above firm for carrying out the subject work in **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) Copy of **PAN Card**.
- ii) Earnest Money of **Rs. 5,000/-**.
- iii) Copy of **GST Registration** certificate.
- iv) Tender Paper duly signed by the firm towards acceptance of **terms & conditions** stipulated therein.

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

(A) NAME OF THE WORK:-

(B) TENDER REF. NO.:-

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

(D) PART NUMBER AND ITS CONTENT:-

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

The firms can download the tender document with detailed **terms & conditions** from **HEC's website** www.hecltd.com also.

PARTICULARS OF THE TENDER:-

Cost of Tender Document (Non Refundable):- **Nil**, Earnest Money:- **Rs. 5,000/-**,

Contract period:- **One Year**. Quantity:- **13 Nos. of Water machines**.

Date of issue of Tender Document:- **11.08.2021** up to **12.00N**.

Due date & time for submission of offer:- **17.08.2021** upto **02.30PM**.

Due date & Time for opening of the tender:- **17.08.2021** at **3.00PM**.

The offer of the firm must contain with **Earnest Money** in the form of **Demand Draft (DD) / Cash Receipt**. 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**. Any other mode of payment (**Except DD/Cash Receipt**) will not be accepted towards deposition of **Earnest Money**.

Offer without **EMD** / less amount of **EMD** / submission of **invalid DD** for **EMD** may not be considered & **shall be summarily rejected**. No interest will be paid towards deposition of **EMD/SD** by the firm.

Tender document shall be obtained from the office of **Contract Cel/FFP/HEC**. The firm can also download the tender document with detailed **terms & conditions** from **HEC's website** www.hecltd.com.

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 4.**



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The bids submitted by any bidder through website will not be considered as the nominated firm is the original manufacturer and supplier of the machines.

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) Annex-I:- Terms & Conditions, Scope of Work etc. **(Ref. Page:- 3 to 7)**
(2) Annex-II:- Schedule of Quantity for **Price Bid (Part-II)** **(Ref. Page:- 8)**

For & on behalf of HEC Ltd.

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



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ANNEXURE-I

TERMS & CONDITIONS:-

1. If the firm is registered as a **SSI Unit** 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 offer. 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. The quoted price of the firm must be technically feasible, workable, competitive and unconditional. In case of any discrepancy in rate filed up in words and figures then the value in word will prevail.
3. **The firm is advised to visit the site (i.e. FFP/HEC Ltd.) 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 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 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 firm.**
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.**



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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 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**.
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 FIRMS FOR SIGNING THE TENDER DOCUMENT & OFFER:-**
 - (i) Each page of the tender document as well as other documents submitted by the firms in their bids must be signed by any person/persons of the firms having valid authorization to do so for & on behalf of that company up to 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 their firms and approved attorney of those person/persons in respect of signing in the tender document as well as other documents for & on behalf of that partnership firm up to 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 Mgr./CC & D/FFP,
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 **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 firm, it will be presumed that the firm 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.
22. **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 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 documents 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**.



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25. **SPECIFICATION OF WATER MACHINES:-**

- (i) Aqua guard storage cooler cum purifier (Model No.:- 80SS) :- Qty:- 10 Nos.
- (ii) Domestic aqua guard:- Qty:- 1 No.
- (iii) Aquaguard Water Cooler Cum Purifier- Qty:- 2 No.

26. **SPECIAL CONDITION OF CONTRACT:-**

- (i) The firm is required to come and do necessary maintenance at the place where the water machines is installed in the FFP.
- (ii) The firm is required to make unlimited free of cost additional visit for attending the problem regarding any breakdown, malfunctioning of the machines during the contract period within **48 working hours** from the breakdown call.
- (iii) The firm is required to visit FFP/HEC at-least **once in every month or as per the firm's norms** for routine check-up of all **13 nos.** of machines throughout the contract period.
- (iv) If any spare parts except diverter valve & body are used for maintaining the machines during the contract period, the same will be borne by the firm.
- (v) For repairs requiring the removal of the water machines or any parts thereof to the firm's workshop or any factory, cost for to & fro transportation of the machine will be borne by the firm.

27. **SCOPE OF WORK OF THE FIRM:-**

- (i) Replacement of pre-filter candle and activated carbon of all the 13 nos. of machines by new one will be made once during the contract period.
- (ii) Replacement of worn out/exhausted parts including ultraviolet lamp with new/rectified spares during the periodical servicing or breakdown visits during the service contract period.

28. **MATERIALS SUPPLY CLAUSE:-**

All tools & tackles required for execution of the work is to be arranged by the firm.

29. **EXECUTING OFFICER & Site I/c:-**

DM/P & A/FFP or the person nominated by him will be the **site I/c** and executing officer of this contract.

30. **WORKING TIME:-** From 8 AM to 5 PM (Excluding lunch hour from 1 PM to 2 PM).

31. **CONTRACT PERIOD:-** One Year.

32. **RESPONSIBILITY OF EXECUTING OFFICER /SITE I/c.:-**

- (a) Supervision of the work.
- (b) Issue of **acceptance towards successful completion** of every quarter visit.
- (c) Issue of **work completion certificate** towards completion of maintenance/repairing job of the water machines for one year.

33. **PAYMENT TERMS:-**

Quarterly payment of **basic contract value** will be made to the firm **on pro-rata basis within 30 days** after completion of service of every quarter on submission of **GST invoice & acceptance of executing officer towards successful completion** of service of **every quarter** in **certificate** with date of completion.

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

35. **SECURITY DEPOSIT:-**

Earnest Money of Rs. 5,000/- will be retained as **Security Deposit** for this contract. The **EM** will be refunded **within 30 days** on submission of **work completion certificate** issued by **Asstt. Mgr./P & A/FFP** towards successful completion of the work. **EM/Security Deposit will be forfeited if the contract is terminated for any reason whatsoever.**

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



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37. **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**.

38. **AGREEMENT:-**

An agreement will be signed between HEC & the firm within **30 days** from the date of issue of the 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 Document will be the part of Agreement and binding on the firm. Unless and until agreement is prepared and executed, the **Acceptance Letter Cum Work Order** shall be deemed as an agreement of this contract between **HEC** & the firm.

39. **ARBITRATION:-**

Normally all disputes should be settled by negotiations between the company and the concerned parties. In case any dispute/difference is not settled through negotiations, successful 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 successful firm. The appointed Arbitrator(s) / Institutional Arbitration should pass a reasoned award and the parties 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/HEC** within **15 days** from the date of **written request/telephonic information** for the same 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.
- d) Any other reasons for which company thinks it fit to terminate the contract will be terminated with out 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 any agency at the firm's **risk & cost**.



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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 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.
- 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. 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 it's bill.
- d) **The firm will pay minimum wages to its deployed workmen as per 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 firm'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.

43. All other terms & conditions shall be applicable as per General Condition of Contract of HEC which can be downloaded by the firm from 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.

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ANNEXURE-II

PRICE BID (Part-II)

SCHEDULE OF QUANTITY

Name of the work:- **Annual Maintenance Contract for repairing and maintenance of Eureka Forbes water machines in FFP.**

Sl. No.	Description of work	Water machines	Qty. of water machine (Pc.)	Basic quoted rate / Pc. (Rs.)	Total Basic quoted value (Qty. X Basic Rate /Pc.) (Rs.)
1.	Replacement of pre-filter candle and activated carbon of all the 13 nos. of machines will be made once by new one during the contract period.	Aqua guard storage cooler cum purifier (Model No.:- 80SS)	10		
2.	Replacement of worn out/exhausted parts including ultraviolet lamp with new/rectified spares during the periodical servicing or breakdown visits during the contract period.				
3.	As mentioned at point no. (1) & (2)	Domestic aqua guard	1		
4	As mentioned at point no. (1) & (2)	Aquaguard Water Cooler Cum Purifier	2		
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.

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