

HEAVY ENGINEERING CORPORATION LIMITED  
(Govt. of India Enterprises)  
FOUNDRY FORGE PLANT  
CONTRACT & DISPOSAL  
P.O.: -DHURWA, RANCHI-834004.  
**OPEN TENDER NOTICE**

**Tender No. FFP/Disp/NF Materials/Tender/June/2019/845 dtd. 08.06.2019**

Sealed tender in two bid system are invited from the interested purchaser for the disposal sale of **Non-ferrous materials from 01 Shop/FFP**. The tenderer must be registered as re-finer/re-cycler under rule 19 of "Central Pollution Control Board" and hold valid certificate given by CPCB/SPCB in respect of Non-ferrous hazardous waste. Tenderers are requested to submit their quotation in Two Bid system as mentioned in this tender notice.

The details of the tender shall be as below:-

1. CONTRACT PERIOD : **03 (Three) Months.**
2. QUANTITY : (i) Nonferrous Turning & Boring - 2.0 MT (approx)  
(ii) Nonferrous Dross & Spillage - 12.0 MT (approx)  
(iii) Mixed Nonferrous scrap (Lump & Ingot) - 1.5 MT (approx)  
**Total – 15.5 MT (Approx)**
3. COST OF EACH TENDER SET (Non-refundable):- **Rs. 500.00 (Rupees Five Hundred) only** as DD in favour of HEC Ltd. Ranchi-4, payable at Ranchi (non-refundable). Cash deposit will not be accepted.
4. Earnest Money is **Rs. 30,000.00 (Rupees Thirty Thousand) only** as DD in favour of HEC Ltd. Ranchi-4, payable at Ranchi from any nationalized bank. Tender without EMD **AND** less than required EMD shall be rejected.
5. Sale of tender papers & inspection of the site/material shall start from **10.06.2019** from **9.00AM** & shall continue up to **24.06.2019 up to 1.00 PM**. Only the parties who will purchase tender paper will be allowed to visit the site.
6. Parties may deposit their quotation **on or before 24.06.2019 up to 2.30 P.M.** in the '**Tender Box**' placed at the Main Gate/FFP, HEC Ltd., Dhurwa, Ranchi-4.
7. a) **Envelope – I "Techno-commercial Bid" (Please refer point No-8 of this Tender Notice)** will be opened on **24.06.2019 at 3.00 P.M.** in presence of tenderers or their authorized representatives, if they wish to present.  
b) **Envelope – II "Price Bid" (please refer point No-9 of this Tender Notice)** will be opened only for techno-commercially suitable parties and the date of opening of the same will be informed accordingly.
8. **TECHNO-COMMERCIAL BID (i.e. Part-I Bid) : IT MUST CONTAIN THE FOLLOWING DOCUMENTS :**
  - i) Special and General Terms & conditions duly signed by the tenderer towards acceptance of the same.
  - ii) Copy of Registration Certificate from 'Central Pollution Control Board' under Rule 19 as a Re-cycler or refiner given by CPCB (Central Pollution Control Board)/SPCB(State Pollution Control Board) in respect of Non-ferrous hazardous waste. No Price Bid will be opened without this certificate.
  - iii) Cost of Tender Paper (downloaded from website) **Rs. 500.00 (Rupees Five Hundred) only** by DD in favour of HEC Ltd., Ranchi-4 payable at SBI, Ranchi.
  - iv) Earnest Money **Rs. 30,000.00 (Rupees Thirty Thousand) only** by DD in favour of HEC Ltd., Ranchi-4 payable at SBI, Ranchi. Separate DDs should be deposited for EM & Cost of Tender Paper.
  - v) Copy of Permanent Account Number (PAN) issued from Income Tax Department in the name of the firm / proprietor of the firm.
  - vi) Copy of GST registration certificate.

9. **Price Bid (i.e. Part-II Bid):** Superscribed by “**Price Bid – Disposal sale of Non-Ferrous materials from 01 Shop/FFP**” will consist of only basic rate in the prescribed Performa in sealed envelope.

For & on behalf of HEC Ltd.

(Sr.DGM I/c/Cont. & Disp./HEC)

HEAVY ENGINEERING CORPORATION LIMITED  
(A Govt. of India Undertaking)  
FOUNDRY FORGE PLANT  
CONTRACT AND DISPOSAL SECTION  
P.O.DHURWA, RANCHI-834004 (JHARKHAND)

Tender No. **FFP/Disp./NF Materials/Tender/June/2019/845 dtd. 08.06.2019**

To

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Last sale date of tender papers:

Tenders to be received upto 2.30 P.M. on:

Tender Opening date at 3.00 P.M. on :

**GENERAL TERMS AND CONDITIONS OF DISPOSAL SALE TENDER**

1. Sealed tenders are invited for the sale of surplus disposable materials/regular arising as per details given on the schedule annexed, along with special terms and conditions.
2. The description and quality of the material is to be ascertained by the tenderer after inspection of the material as per the location mentioned in the schedule. The tenderers are specifically advised to inspect the materials, in their own interest, at site during Office hours on any working day before the submission of the tender. For this purpose they may obtained permission from the Sr. DGM (Disp & Cont)/FFP, HEC Ltd., Ranchi-4. after the receipt of tender papers. It will however be deemed that the material has been inspected by the tenderers before quoting and complaints what so ever regarding any deviation/ discrepancy with respect to quality etc. would not be entertained subsequently.
3. The rate quoted should be clear in figures & words. The sale will be on “AS IS WHERE IS” and “NO COMPLAINTS BASIS “ The quantities given is approximate and subject to availability at the time of delivery of material. Sale Tax and other Govt. levies/Excise duties etc, in force on the date of lifting are payable extra.
4. (a) The tender should be accompanied by Earnest Money of **Rs. 30,000.00 (Rupees Thirty Thousand)** only. The Earnest Money shall be deposited in the form of D.D. drawn in favour of Heavy Engineering Corporation Ltd. Ranchi –834004 payable at any of the branches of any Nationalized Bank in Ranchi. In case of Cach, the amount may be deposited with Chief Cashier/ FFP H.E.C. Ltd. Ranchi - 834004 and receipt obtained from him may be enclosed with tender paper In case of successful tenderer, the EM will be converted to Security Deposit which will be returned only after successful completion of the contract. EM of unsuccessful tenderers will be refunded. After the finalization of the tender. No interest will be paid for the amount deposited as EM/SD. Tenders must be accompanied with the required amount of Earnest Money and no adjustment of the same from the tenderer’s pending bills/EM/SD deposit/ refund due etc. will be permitted under any circumstances Also no tender will be considered unless accompanied by the required amount of EM in the specified mode of deposit Cheque is not acceptable. Delayed / late tenders are liable to be rejected.
4. (b) Successful tenderer will be required to deposit Security Money @ 5% (Five percent) of the total value of the offer (including the amount already deposited against Earnest Money within 15 (Fifteen) days from the date of issue of the Acceptance Letter. No interest is payable on Security Money Deposit. This payment will be in the from of Demand Draft payable to H.E.C. Ltd at any of the branches of any Nationalized Bank in Ranchi OR IN CASH with Chief Cashier/FFP as specified the Acceptance letter.

5. The rate quoted shall be exclusive of Excise duty, Sales Tax and any other levies imposed by the Government. The offer must remain valid for a minimum period of 90 (Ninety) days from the date of opening of the tender, In the event of the withdrawal of the offer before expiry of the validity period or non-execution of the sale order on acceptance of the offer. The tenderer's EM/SD would stand forfeited and any other action which deemed fit may be taken against the tender.
6. The successful tenderer is required to deposit sale value as per Contracted Rate, along with prevailing statutory Excise duties, taxes and other Government Levies, if any, for the quantities, as mentioned in the Special Terms and Conditions enclosed herewith.
7. The payment of sale value with taxes and duties will be in the form of DD payable to Heavy Engineering Corporation Limited Ranchi- 834004 at any branch of any Nationalized Bank in Ranchi OR in cash deposited with chief Cashier/FFP/ H.E.C.Ltd.Ranchi-834004 as specified in the Acceptance letter. Sale Release Orders (SROS) will be obtained by the purchaser or his authorized representative from the Office of the Sr.DGM(Disposal)/FFP,(Disposal Section/ FFP,HEC Ltd Ranchi-4 on submission of proof of deposit of the sale value and other applicable duties and taxes, in force, as required.
8. (a) Sale Release Orders for the delivery of the material will be issued limited to the quantity for which sale value with taxes & duties is actually received.  
  
(b) In case the purchaser fails to collect Sale Release Order (SRO) within 7 (Seven) days of the date of payment it would be posted by Registered Post to his official address given in the tender. However, lifting period will be reckoned from the date of issue of respective Sale Release orders only.
9. (a) The successful tenderer is required to start lifting of material immediately after the issue of 1<sup>st</sup>(First) Sale Release order and continue the same according to subsequent sale release orders within the specified period. The lifting period allowed will be as mentioned in special terms and conditions Any shortfall in lifting would amount to default.  
  
(b) In case, the buyer fails to lift the released material within the specified period mentioned in the Sale Release Order (SRO), HEC Management reserves the right to cancel the sale order or recover the ground rent @ 1% (One percent) per week or part thereof on the value of the materials not lifted within time, for any reason what-so-ever.  
  
(c) The goods sold shall be removed by the buyer from the site of accumulation/ Location given in the Schedule within the period specified in the respective Sale Release Order .Delivery will be made only during the working hours on all working days on presentation of Sale Release Order. The purchaser shall make his own arrangements for transport. The corporation shall in no case provide any transport whatsoever.  
  
The purchaser shall always issue necessary authority to the person for collection/lifting of the materials from the site.
- 10.HEC Management reserves the right to split the Quantity tendered for sale between two or more parties as it may deem fit and proper and any dispute raised by the tenderers on this ground shall not be entertained.
- 11.(a)The materials will be delivered on "AS IS WHERE" IS AND " NO COMPLAINT" BASIS. No picking/choosing will be allowed.  
  
(b) The workmen employed by the purchaser will be permitted to enter and work in the premises within the area specified and during working hours fixed by the Corporation. They will not be allowed to loiter here and there or to touch any other materials.

(c) The purchaser will be permitted to retain a maximum of two care takers only and will have to give the names and addresses of all the workmen and caretakers employed by him. The purchaser will be responsible for their satisfactory conduct otherwise they/ he may be turned out of the premises and legal action would be taken accordingly.

(d) The purchaser will be solely responsible for all the claims and compensation claimed by or on behalf of any workmen/coolie/caretakers employed by him for any injury or death caused by any accident during the operation of the contract.

12.(a) The material as per Sale Release Orders shall be loaded in trucks/ tanker (in case of coal tar) in the presence of the representative of FFP/HMBP/HMTP Stores. Holding Deptt. & CISF Guard and will be weighed on FFP/HMBP/HMTP WEIGH BRIDGE. The weight recorded at HEC Weigh Bridge will be taken as correct and final for all purposes.

(b) Arrangements for collection of the materials will be made solely by the purchaser from the specified lots mentioned in the SRO. All expenses for collection, booking, transportation etc. shall be entirely at the purchasers cost and expenses. All unforeseen incidental charges will also be to his account.

13. For any damage caused to the properties or premises of the HEC Ltd., during the course of execution of the contract, the party will be liable to indemnify such damage or damages and without prejudice to any action which may be taken on this behalf, the Corporation reserves the right to recover the cost of such damage/damages from the E.M./S.D. of the party in part or in full after due notice.

14. In case the tenderer fails to deposit the amount (i.e. sale value deposit along with the applicable levies, duties and taxes in force as per the Acceptance letter) within the stipulated period or fails to remove the material in time there after as stated in the S.R.O. HEC reserves the right to short close/terminate the contract and to FORFEIT the E.M./Security money deposit with TEN DAYS NOTICE.

15. Re-sale will not be recognized/permitted and Sale Release Order will be made in the name of actual purchaser only.

16.(a) While quoting, the tenderer should furnish the list of their firm's branches/partners etc. with whom he/they is/are associated. In-correct statements may render the contract liable for termination forfeiture of the E.M./S.D.

(b) Tenders with erasing or overwriting are likely to be rejected unless all correction have been authenticated with tenderer's signature. The tender document have to be submitted intact without any mutilation or alteration and correctly filled in along with the tenderer's signature and stamp at the bottom of each and every page of the tender documents, otherwise they are liable to be rejected.

(c) Conditional tenders or deviation from HEC's Tender Terms and conditions shall be liable for rejection, without assigning any reason there-to.

FORCE MAJURE : -

The Corporation shall not be liable for non performance of the contract either wholly or in part, for any delay in performance, resulting from or due to any cause, beyond the Corporation's control including fires, strike, go-low lockout, closure, dispute with workmen, uncertain labour situation war, riots, civil commotion, pestilence, epidemics, floods, accidents, damages or accidents or breakdown of machineries, shortage of fuel, shortage or any raw-materials or other materials, shortage of labour. Government or Railway restrictions, acts, demands or requirements or Governments, force majeure or any circumstances beyond the control of the Corporation whether directly due to or in consequence of the aforesaid causes or not and the existence of such cause or consequences shall operate the extent' the time of the performance on the part of the Corporation by such periods as may be necessary to enable the Corporation to effect performance after the cause of the delay shall have ceased to Exist. Should the Corporation so determines, it shall be entitled at any time on notice to the purchaser, to cancel any contract, the performance of which is likely to be delayed by any of the causes aforesaid and in such cases the purchaser shall have no claim upon the Corporation of any kind.

18.(a) Not with standing any other relief or remedy available to the Corporation as per Law or Business practice or terms & conditions of this sale, in case, the customer or the customer's representative or agent is found guilty of misappropriation, pilfering or abetting misappropriation or pilfering of Corporation's property or any such attempt.

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(b) Offering illegal gratifications including offering bribe, reward or advantage etc. pecuniary or otherwise to any officer or employee of the Corporation,

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(c)Indulging in any malpractice namely, but not limited to forgery, falsification or fabrication of document including bills, vouchers, indents etc, in support of any claim against the Corporation or indulging in any other act which is an offence under the provision of the Indian penal code.

(d)The corporation without prejudice to its any other rights be entitled to summarily Terminate the Contract of Sale or Forfeit the Security Money. The decision of the Corporation in this respect shall be final and binding on the customer ( Purchaser).

19.HEC Management do not bind themselves, to accept the highest tender or any tender and also reserves their right not to sell the material or to sell the material in part or full quantity or to . defer or to stagger the finalization of the sale, without assigning any reason there to.

ARBITRATION :

20.All dispute and differences arising out of or, in, any way touching, or, concerning this agreement what so ever shall be refer to the sole Arbitration of any person nominated by the Chairman – cum- Managing Director, Heavy Engineering Corporation Limited, Ranchi- 834004 the award of such Arbitration shall be final and binding on the party/parties to this agreement.

21.Employees of the Corporation are prohibited from participating in this tender sale and acquiring the item either directly or indirectly.

22.Tenderers would be submitted in sealed cover super scribing there on tender no and date and the date of opening of the tender in the office of the Sr.DGM(Contract & Disposal)/ 100 Building/FFP HEC Ltd., Ranchi –834004 on or before the time and date given at the top of this tender paper and the tenders will be opened at the time and date mentioned in the tender room/Disposal and Contract/100 Bldg./FFP/HEC Ltd., Ranchi-834004 in the presence of attending tenderers.

23.The sale will be governed by the General Conditions of Contract of HEC Ltd., pertaining to the Disposal and Contract Division.

For & on behalf of H.E.C. Ltd.

(Sr.DGM I/c/Disposal Cell/HEC)

## **TENDER'S DECLARATION FORM**

I/We have gone through the tender conditions regarding materials under disposal. I/ We hereby agree to the above terms and conditions and accordingly offer to purchase the material at the rate mentioned by me/ us against the sale in the annexed Schedule of this Tender.

Signature of the Tenderer:-

Date:\_\_\_\_\_

1. Full Name of the Tenderer and Address :
  
2. Status within the firm:
  
3. Seal of the Tenderer/ Firm :

## SPECIAL TERMS AND CONDITIONS

### **Open Tender Notice No. FFP/Disp./NF Materials/Tender/June/2019/845 dtd. 08.06.2019**

- 1) The special terms and conditions shall be read along-with the annexed General terms and condition of the disposal sale tender. Where any clause is mentioned in both, the clause as incorporated in the special terms and conditions shall prevail, otherwise all the terms and conditions mentioned in both shall be applicable.
- 2) The sale will be strictly on “AS IS WHERE IS AND NO COMPLAINT BASIS”. Therefore tenderers are requested to inspect the material & other details from the holding department (i.e. **01 Shop/FFP**) prior to submission of their offer and satisfy themselves as no complaint with respect to quality/quantity of the material will be entertained after the contract is finalized.
- 3) The rate quoted shall be exclusive of applicable GST.
- 4) The firm is required to deposit sale value as per Contracted Rate, along with GST for the quantities mentioned.
- 5) **In case H-1 party is found defaulter (i.e. backs out from the tender or fails to execute the work during the contract period) then the next higher bidder may be given opportunity to execute the work at H-1 rate and so on and EM/S.D. of the defaulter firm will be forfeited.**
- 6) The Earnest Money Deposit (EMD) will be **Rs. 30,000.00 (Rupees Thirty Thousand) only** in the form of D.D. and must be accompanied with the sealed tender papers. Tenders without EMD **AND** less than required EMD shall be rejected. The EMD of the successful tenderer shall be adjusted against SD (Security Deposit) amount and the EMD of the unsuccessful tenderer shall be refunded on request of the tenderer(s).
- 7) **Security Deposit (SD):** The successful tenderer will deposit Security Deposit (SD) @ **5%** of the total sale value including GST within **07(seven) days** from the date of issue of Acceptance Letter cum Work Order along with total sale value.
- 8) EM & SD: No interest shall be payable for Earnest Money/Security Deposit.
- 9) **Sale value deposit:** The sale value of SRO with applicable GST to be deposited within **07 (seven) days** from the date of issue of Acceptance letter cum work order.
- 10) The payment of sale value with GST will be in the form of DD in favour of Heavy Engineering Corporation Limited Ranchi-834004 payable at any branch of any Nationalized Bank in Ranchi or by RTGS/NEFT. **“CASH OR CHEQUE IS NOT ACCEPTABLE”**.
- 11) The purchaser has to ensure deposition of sale value latest by the due date.  

NON DEPOSITION OF THE SALE VALUE AT A TIME OR IN THE SCHEDULED DATES SHALL ATTRACT PENALTY @ 1% PER WEEK ON THE VALUE PAYABLE AND ANY DELAYED PAYMENT SHALL BE ACCEPTED ONLY WITH PENALTY.
- 12) Tenderer must be a registered re-refiner/recycler under rule 19 of **“CENTRAL POLLUTION CONTROL BOARD”** and hold valid certificate given by CPCB (Central Pollution Control Board)/SPCB(State Pollution Control Board) in respect of Non-ferrous hazardous waste.

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13) **GENERAL CLAUSES:-**

- a) The offer must be valid for **90 (ninety) calendar days** from the date of opening of the **Part-I bid** of tender.
- b) The tender documents must be filled in properly and signed at the place required before submitting the same in sealed cover in the 'Tender Box' placed at the Main Gate/FFP within the scheduled date. The sealed cover must be superscribed with the tender notice number, due date of opening, bid part numbers and its content, name & full address of the bidders along with contact number.

14) **LOCATION:- 01 Shop/FFP.**

- 15) **Contract Period:** Contract period will be **03(three) months** from the date of issue of first Sale Release Order (SRO). The purchaser will be allowed to lift the total contracted quantity within the contract period.

For & on behalf of H.E.C. Ltd.

(Sr.DGM I/c/Cont. & Disp/FFP)

## **DECLARATION BY THE TENDERER**

I have gone through the Special terms and conditions of the tender as well as General terms & conditions of the disposal sale tender and accordingly hereby agree to execute the contract on the rate filled in by me in the schedule of the tender. We further agree to execute the contract in compliance of the General terms and conditions of disposal sale and the Special terms and conditions of the tender.

Date:

Signature of the tenderer with rubber seal

- 1) Full name and address of the tenderer with Telephone/Fax No. etc.
- 2) Status of the tenderer within the firm.

**PRICE BID**

**OPEN TENDER NOTICE NO. FFP/Disp./NF Materials/Tender/June/2019/845 dtd. 08.06.2019**

Price Bid to be filled in by the tenderer:-

To,  
The Sr.DGM I/c/Contract & Disposal  
FFP, HEC Ltd, Ranchi-4

Dear Sir,

With reference to above Tender, we are submitting our price bid as below in the prescribed Performa:

<b>Sl. No.</b>	<b>Description of material</b>	<b>Approx. Qty. ( in MT)</b>	<b>Basic Rate quoted Per MT (in Rs.) (exclusive of GST)</b>	<b>Total sale value at the quoted rate (exclusive of GST)</b>	<b>Details of EM Deposit</b>
01.	Mixed N.F Turning & Boring.	<b>2.0</b>			
02.	Nonferrous Dross & Spillage	<b>12.0</b>			
03.	Mixed N.F. Ingot	<b>1.5</b>			

Thanking you,

Yours faithfully

Signature of the tenderer with date and rubber stamp of the firm with address, Mobile No., P&T No., e-mail address etc.