



**Heavy Engineering Corporation  
Heavy Machine Building Plant  
(A Govt of India Enterprises)  
Ranchi- 834004 (INDIA)**

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Web: [www.hecltd.com](http://www.hecltd.com)**

**OPEN TENDER**

No. PUR/HMB/18/968451/IS-5324

Dated: 06.04.18

To,

We intend to procure the items as per enquiry schedule given below:

**ENQUIRY SCHEDULE**

Sl. No.	Mat Code	Description	Material	Qty in MT
1	1168050900	Plate 5600x1700x5, Qty. 281 No.	IRSM 41-97	105.000
2	1168080900	Plate10000x2500x8, Qty.118 No.	IRSM 41-97	185.260
3	1168050900	Plate 5600x1800x5 Qty.717 No.	IRSM 41-97	283.932
4	1168100900	Plate10000x2500x10,Qty.-42 No.	IRSM 41-97	82.425
5	1057140440	Sheet 2400x1200x3.15,Qty.-42 No.	IRSM 41-97	2.992

**Note: - 1. Delivery in 3 lots– (a) 30 % of total qty within 15 days after placement of P.O. (1<sup>st</sup> Lot).  
(b) 30% of total qty within 6 weeks after placement of P.O. (2<sup>nd</sup> Lot).  
(c) 40 % of total qty within 12 weeks after placement of P.O. (3<sup>rd</sup> Lot).**

**Lot size and number of lots may vary at the time of final order placement with the mutual consent.**

**QUALIFYING CRITERIA:**

- 1. Quotation to be submitted in two bid system i.e. Part I- Techno commercial bid & Part II Price bid.**
- 2. Validity of offer should be minimum 90 days from the date of opening of tender. The offer with a lower validity period other than 90 days will not be acceptable and such offer shall be ignored without assigning any reason.**
- 3. Rate to be quoted in Rs. per MT.**

## **IMPORTANT NOTES FOR BIDDERS:-**

Non-Compliance of any point amongst SL no. 1 to 3 mentioned under the heading 'Qualifying Criteria' as above may lead to rejection of the offer without assigning any reason from our side. So, prospective bidders are instructed to carefully read each point while quoting and confirm the same. Any offer with deviation is liable to be rejected.

Time and date of receipt of Tender is **26.04.18 upto 1.00 PM**. Opening of techno commercial bid is on **26.04.18 at 3.00PM**. TENDERS must be submitted in sealed cover with Tender No. and the due date super scribed on it failing which Tenders may be ignored.

### **Terms & Conditions:-**

- (a) Offer has to be quoted on F.O.R HMBP Stores, Ranchi basis. The rate quoted shall be inclusive of all packing & forwarding.
- (b) If quoted on Ex Works basis then Freight charge to be mentioned.
- (c) Payment Term- 100% payment within 60 days after receipt & acceptance of the material at HMBP store, submission of tax invoice and against CRV. Offered payment term other than as specified will attract necessary price loading on offered rate in calculating landed cost for deciding L1 Status. (@1% on the quoted price per month or @12 % per year maximum)
- (d) Firm delivery: In days/weeks/months to be clearly mentioned. Please note that delivery term offer with "Ex Stock" is not acceptable.
- (e) Qty Tolerance +/- 5% by weight is acceptable.
- (f) GST component should be clearly mentioned in the offer.
- (g) The Techno commercial bid should essentially contain the unpriced schedule as given above in the Enquiry Schedule
- (h) Inspection Clause: - Material shall be inspected at firm's works by Sr DGM, I/c/QCA, HMBP/HEC or his representative(s) **OR by third party i.e. RITES** at manufacture's / contractor premises. However, HEC reserves the right to inspect the material after receipt of material at HMBP Store and if it is found not confirming to our specification, the material shall be rejected and firm have to replace it at no extra cost.

**The test certificate of the items is acceptable only if it is issued by NABL accredited laboratory.**

### **NOTE:**

1. The Price quoted by the tenderer should be exclusive of GST. The rate of tax applicable should be shown separately. GST will be paid to the seller at the rate at which it is liable to be assessed or has actually been assessed on the date of supply provided the transaction of sale is legally liable to sales tax and within the delivery period. Any change on the tax structure beyond the delivery period will not be considered by HEC.
2. The rates quoted must be firm and the offers made must remain open for acceptance for three months from the date of opening of the tender.
3. Quotations erased or over written are likely to be rejected unless all corrections are authenticated with the tenderer's signature.
4. Delivery date offered must be specified and guaranteed.
5. Full particulars i.e. specification, literature and / or drawing wherever applicable has to be submitted along with the quotation. The brand and 'Make' name must be indicated.
6. The Corporation does not pledge itself to accept the lowest or any tender and reserves to itself the right of accepting the whole or any part of tender or portion of the quantity offered and you shall supply the same at the rate quoted.

7. Supplies will be subject to Inspection by our Inspection wing / or inspection Agencies prescribed by us.
8. Order placed as a result of this tender will be subject to the Corporation's General Terms and Conditions of contract which can be down loaded from our website ([www.hecltd.com](http://www.hecltd.com)).
9. The final quantity may vary at the time of finalization of tender; however Corporation reserves the right to call for and examine at any time the books of accounts and other documents and papers of the firm for the purpose of ascertaining whether any excess payments has been made or the firm likely to be received / received undue benefit out of execution of the particular contract the proper clarification / confirmation shall be taken from the firms.
10. Delivery: The time for and the date of delivery of the Stores stipulated in the acceptance of tender shall be deemed to be the essence of the contract and delivery must be completed not later than the dates specified therein.
11. Risk Purchase Clause – If the material is not supplied with in the stipulated period then material can be procured at the risk & cost of the firm without giving any notice to the firm.
12. The purchaser to recover from the contractor a sum of 0.5 % per week (completed week) of the price of the stores(up to maximum 10 %) as liquidated damages, which the contractor has failed to deliver as aforesaid or
13. The purchaser may procure the undelivered stores / similar items from elsewhere, without notice to the contractor at the risk of the contractor without canceling the contract in respect of the consignment not yet due for delivery or, to cancel the contract or a portion thereof.
14. There is no obligation on our part to accept delayed / late tenders. Tenders received after the due date of opening are liable to be summarily rejected
15. Cost of Tender Rs. 1500.00 (Rupees Seven hundred fifty only) payable by DD in favour of HEAVYENGINEERING CORPORATION LIMITED, payable at State Bank of India, Ranchi.
16. This Tender Document containing Technical Details of Plate which can be downloaded from HEC website ([www.hecltd.com](http://www.hecltd.com)) and cost of tender document should be submitted in separate envelope indicating tender No. & date with Technical Bid and if cost of tender document is found in order then only the technical & commercial part shall be examined. The cost of the tender document Rs. 1500.00 to be deposited alongwith the tender submitted by the firm in a separate envelope super scribing the same in the envelope.
17. Tender document may be procured from the office of SDGM/PUR/HMBP, room No. 15, Admin Building, HMBP, HEC Ltd. Ranchi by deposition of the tender fee of Rs. 1500.00 either by challan or DD in Favour of Heavy Engineering Corporation Ltd payable at Ranchi.
18. **Earnest Money Deposit-** Amounting Rs 7, 50,000/- will have to be deposited by demand draft on any of the nationalized banks in favor of “Heavy Engineering Corporation Limited, payable at Ranchi” or in the form of Bank Guarantee as per annexure-2 .The EMD in form of DD/BG will be enclosed in the Techno- Commercial bid (Part 1) only **In case of non submission of EMD, offers will not be considered.**

No EMD shall be required under the following cases on submission of relevant updated documents.

Firm registered with National Small Industries Corporation / Small Scale Industries / Micro, Small scale industry (MSE), as per Government Directive\*.

Firms registered with DGS&D for the items under tender.

19. **Security Deposit-** 5% of the P.O. value to be deposited within 21 days after Placement of order by HEC which shall remain with HEC till the completion of Purchase order by the firm.
20. **Genuineness of documents** – Firm shall be responsible for the genuineness of all the submitted documents/certificates and if any time these are found false/fabricated then firm shall be liable for punishment as per rules of the company and can be debarred from any further participation in any tender in HEC.
20. **Based on HEC's requirement and in order to ensure security of supply from more than one sources, the total tendered quantity of the items may be split amongst more than one successful bidder at L1 landed price, Hence purchase order may be placed on more than one firm and the repeat order for 100 % quantity may be placed on successful bidder/bidders within one year from the date of delivery of the original purchase order.**

**SPECIAL NOTE:-**

1. **As per the govt. guidelines it is to be specified clearly in your offer whether the firm is a NSIC/SSI firm or not and also confirm whether the firm is owned by SC/ST Entrepreneurs or not.**
2. **Our GST No. 20AAACH4534P3ZL.**
3. **GST: Please mention your GST No. and HSN code of the material in your offer.**

While submitting tender please mention your Registration No. with HEC as a registered vendor with valid paper.

If not please get registered your firm with HEC Limited immediately.

Please submit the form of Terms & Conditions as per the annexure duly filled in and signed by the tenderer along with your offer.

(R.K.Jha)  
Sr.DGM/PUR/HMBP

**Commercial Terms & Conditions**

LTE No. PUR/HMB/18/968451/IS- 5324

dt.06.04.18

Sl. No	Contents	Desired by HEC	Bidders Confirmation
1	Price Term (Ex-Works / FOR HMBP/FOB)	FOR HMBP Stores	:
2	Packing and Fwd. (Extra/Included/Not Applicable)	To be indicated if any	:
3	GST Component	To be indicated	:
4	Payment Terms	100% payment within 60 days after receipt of the material at HMBP store.	:
5	Validity of Offer	3 Months	:
6	Price Variation Clause	Not Applicable	:
7	Delivery Schedule	1 <sup>st</sup> lot- Within 15 days from P.O 2 <sup>nd</sup> lot – within 6 weeks from P.O 3 <sup>rd</sup> lot – within 12 weeks from P.O	:
8	Inspection	By QCA/HMBP or third party i.e. RITES refer Terms & condition of point (i)	:
9	Insurance charges if any	To be quoted separately	:
10	Freight Charges if Ex-Works	To be quoted separately	:
11	Tender Fee Rs. 1,500.00	DD in favour of HEAVY ENGINEERING CORPORATION LIMITED, (Issued from any nationalized bank) payable at Ranchi	:
12	EMD Rs. 7,50,000.00	DD/BG in favour of HEAVY ENGINEERING CORPORATION LIMITED, (Issued from any nationalized bank) payable at Ranchi	:
13	Security Deposit 5%	To be deposited within 21 days after placement of order by HEC	:
14	Test Certificate	To be provided from <b>NABL accredited laboratory.</b>	:
15	Manufacturer's Guarantee/Warranty Certificate	To be provided	:
16	L/D Clause Acceptable (Yes/No)	To be Accepted	:
17	Special terms (If Any)		:
18	Acceptance of Risk Purchase Clause (Yes/No)	To be Accepted	:
19	Confirmation of Supplying the material as per Enquiry Schedule	YES/NO	:
20	All NIT conditions are acceptable	Yes/No, if no then state the clause wise deviation	:

**Signature & Seal  
Of the tenderer**

## Annexure 2

Format for  
**BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

( to be issued by any Nationalized bank preferably State bank of India negotiable at their counters in Ranchi )

NO.

Dated:

TO  
MATERIAL MANAGEMENT DIVISION  
HEAVY MACHINE BUILDING PLANT  
HEAVY ENGINEERING CORPORATION LTD.  
RANCHI-834004, JHARKHAND  
INDIA

Dear Sirs,

In consideration of your agreeing to accept the Earnest money deposit of Rs.------(Rs-----  
----- ) furnishable to you by M/s-----  
------(Hereinafter Referred to As Contractor)  
In terms of the Enquiry No. ----- Dtd. ----- for  
Supply of ----- (Hereinafter Referred to as the Contract) in the form  
of a Bank Guarantee in the Manner hereinafter contained we -----  
-----, having registered office at -----do hereby covenant  
and agree with you as follows.

1. We hereby undertake to indemnify you up to a sum of Rs. ----- (Rs. -----  
----- only) against any loss or damage caused to or suffered by you or that may be  
caused to or suffered by you by reason of any breach or breaches on the part of the contractor of  
any of the terms and conditions contained in the said contract and in the event the Contractor  
shall make any default or defaults in carrying out any of the works under the said contract or  
otherwise in the observance and performance of any of the terms and conditions relating thereto  
in accordance with the true intent and meaning thereof, we shall forthwith on demand and without  
any protest or demur pay to you such sum or sums not exceeding in total the said sum of Rs.-----  
----- (Rs. -----amount-----only) as may be claimed by you as your losses  
and/or damages, costs, charges or expenses by reason of such default or defaults on the part of  
the contractor.

2. Notwithstanding anything to the contrary contained in this guarantee your decision as to  
whether the contractor has made any such default or defaults and the amount or amounts to  
which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask  
you to establish your claim or claims or damages or losses suffered by you but will pay the  
amount demanded by you under this guarantee forthwith on your demand without any protest or  
demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the  
contractor after expiry of the related warranty period of the said contract and after the contractor  
have discharged all their obligations under the said contract and produced a certificate of due  
completion of the work under the said contract and submitted a "NO Demand Certificate" provided  
always that this guarantee shall in no event remain in force after the date of-----  
without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in  
writing before the expiry of six months from the said date which will be enforceable against us not  
withstanding that the same is or are enforced after the said date.

4. We-----, further undertake to extend the validity of this beyond the  
period prescribed in clause 3 or as extended from time to time for such further period as may be  
required in writing before the Expiry of this and upon such extension(s), all terms and conditions  
of this shall remain in full force till the expiry of this extended period(s).

5. You will have the fullest liberty without affecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the contractor or to postpone for any time or from time to time any of your rights or powers against the contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the contractor or any other forbearance, act or omission on your part or any indulgence by you to the contractor or by any other variation or modification of the said contract or any other act, matter or things whatsoever, which, under the law relating to sureties, would but for the provisions hereof, have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. ----- (Rs. -----) as aforesaid or extend the period of the guarantee beyond the said Date of ----- unless expressly agreed to by us in writing in terms of clause 4 hereof.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be of the contractor.
7. In order to give full effect to the guarantee herein contained, you shall be entitled to act as if we are your principal debtors in respect of all your claims against the contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any ways inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special Courier or Telefax to us or our Local Address as aforesaid.
10. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee or guarantees heretofore given to you by us whether jointly with others or alone and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any Amalgamation or absorption thereof or therewith but will ensure for the benefit or and be available to and enforceable by the absorbing or amalgamated company or concern.
12. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
13. We further agree and undertake to pay you the amount demanded by you in writing irrespective of any dispute or controversy between you and the contractor or any reference to arbitration of the said dispute/controversy pending or a civil suit filed by the contract or in respect of the dispute or controversy.
14. Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs. ----- (Rs. ----- only) and this guarantee shall remain in force until ----- unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry of this guarantee . i.e. On or before ----- all your rights under this guarantee shall be forfeited and we shall be deemed to have released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
15. We have power to issue this guarantee in your favour under the memorandum and articles of association of the bank and the undersigned has full power to execute this guarantee under the power of Attorney Granted to them by the Bank.

FOR AND ON BEHALF OF

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