

Subject:- Procurement of Hydraulic Oil of various grades.

Scope of Supply:-

Scope of supply includes supply of following material to Sr. Manager (I/c) HMBP Stores/ HMBP, HEC Limited, Plant Plaza Road, Dhurwa, Ranchi 834004:-

Sl No.	Material Code	Description of Lubricant	Barrels	Qty (Litres)
1.	8011027000	Antiwear Hydraulic Oil - 32 (IS:11656-1986)	30	6300
2.	8011028000	Antiwear Hydraulic Oil - 46 (IS:11656-1986)	40	8400
3.	8011029000	Antiwear Hydraulic Oil- 68 (IS:11656-1986)	30	6300

- 1. Packing Material:- MS BARREL**
- 2. Test Certificate :-** The Test Report must be from an NABL-accredited laboratory.
- 3. Lot Delivery Schedule:** The breakdown for the quantities is as follows:

Sl. No.	Grade of Lubricant	1st Lot Required (Within 15 days from the date of P.O.)	2nd Lot Required (Within 30 days from the date of intimation from HEC)
1	Antiwear Hydraulic Oil - 32	15 Barrel	15 Barrel
2	Antiwear Hydraulic Oil - 46	25 Barrel	15 Barrel
3	Antiwear Hydraulic Oil - 68	15 Barrel	15 Barrel

ADDITIONAL TERMS & CONDITIONS (ATC)

Commercial terms and conditions:-

1. Offers to be submitted on FOR HMBP Stores, Ranchi basis. The rate quoted shall be inclusive of all packing & forwarding, freight and transit insurance charges.
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. **Delivery – Item required in two Lots:-**

1st Lot:- Within 15 days from the date of purchase order.

2nd Lot: - Within 30 days from the date of intimation from HEC as per our requirement maximum 3 months from P.O. date.

PO/GeM Contract Validity shall be 90 days from PO date/GeM Contract Date, which shall be extended at our discretion and on mutual consent. However, if the PO shall be extended for a period beyond the scheduled delivery date (90 days from PO date) for a reason attributable to the Firm, LD shall be deducted as per LD clause mentioned in this tender.

4. **Payment terms:**

For MSE- 45 days from the date of receipt and acceptance of material.

For Medium Enterprises and Non MSME- 60 days from the date of receipt and acceptance of material.

Documents required for Payment:-

- (i) Tax Invoice (in 5 Copies) .
- (ii) GC &TC (in 3 Copies)
- (iii) CRV/IC issued by QCA/HMBP.
- (iv) Consignment/ Lorry receipt duly signed by Main Store/HMBP

The invoice should contain the following particulars:-

- (a) P.O.No. & Date
 - (b) Item detail.
 - (c) GST Registration No. of Supplier.
 - (d) Material HSN Code.
 - (e) TAN No. & PAN No.
 - (f) GST Registration No. of H.E.C
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. Supplies will be subject to Inspection by our Inspection wing / or inspection Agencies prescribed by us.
 7. 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).
 8. 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.
 9. The final quantity may vary at the time of finalization of tender; however the proper clarification / confirmation shall be taken from the firms.
 10. In case bidder is covered under MSME criteria, it is mandatory to quote UAM no. in Bid Documents.
 11. Bidder can submit the EMD with account payee Demand Draft in favour of Heavy Engineering Corporation Limited payable at Ranchi. Bidder has to upload scanned copy/ proof of DD alongwith bid and has to ensure delivery of hard copy to the buyer within 5 days of bid end date/bid opening date.

12. **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.
- Otherwise:
- a) **LD Clause** - 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,
 - b) 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,
 - c) to cancel the contract or a portion thereof.
13. **Guarantee** – Each item shall be individually guaranteed from all defects in material & composition from the initial period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.
14. **Security Deposit (SD) (SD BG format as per annexure C)** – Successful bidder has to deposit the Security Deposit to the extent of 5% of total purchase order value within 21 days from P.O. date.
15. **Inspection:-** Material shall be inspected by In-charge/QCA/HMBP or his representative(s) either at firm's works or at Main Store/HMBP after receipt of material. However, HEC reserves the right to inspect the material at HMBP Store and if it is not match the specification, the material shall be rejected and firm have to replace it at no extra cost.
16. **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.
17. This procurement of goods/services under the reference tender is covered under Public Procurement Policy 2017 & PPC MSME (2012), revised 16.09.2020 and here in after any further revisions.
18. **General conditions of the contract** : Unless otherwise specified in the Terms & Conditions above, this order shall be governed by General conditions of contract of purchase of HEC Ltd, which is available in the web site of HEC. (www.hecltd.com).

To be filled by bidder

Sl. No	Terms	HEC Requirement	Bidders confirmation
1	Price Terms	FOR HMBP Stores/HEC Ranchi	
2	GST	Price to be quoted on GeM are inclusive of GST. Vendor to confirm that price quoted by them are including GST. Also mention the GST Rate (in %) included in the quoted price.	____ % GST Included in Quoted Price.
3	Validity of offer	90 days	
4	Payment Terms	For MSE- 45 days For Non MSME- 60 days As mentioned at clause no. 4 of ATC.	
5	Delivery	1 st Lot:-Within 15 days from the date of purchase order. 2 nd Lot:- Within 30 days from the date of intimation from HEC as per our requirement maximum 3 months from P.O. date.	
6	EMD	To be submitted	
7	MII Certificate	To be submitted	
8	Security Deposit	5% of P.O. value to be submitted within 21 days	
9	L D Clause	To be accepted	
10	Inspection	By QCA/HMBP/HEC	
11	Test Certificate and Guarantee Certificate	Manufacturer Test Certificate (NABL-accredited laboratory) and Guarantee Certificate to be provided at the time of supply.	
12	Guarantee / Warranty	To be Accepted 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.	
13	MAKE	Bidder to mention the MAKE of the offered product.	
14	Packing Material	MS Barrel	
15	General conditions of the contract	To be accepted	
16	Please indicate whether your firm is covered under MSEs/MSEs owned SC/ST/Women enterprises or covered under SSI separately in Tech. Bid.		

- **Note:- 1. Please indicate whether your firm is covered under MSEs/MSEs owned SC/ST/ Women enterprises or covered under SSI separately in Tech. Bid.**
- 2. Terms & Conditions duly filled in and to be submitted along with Tech –Bid of offer otherwise your offer may not be evaluated.**
- 3. Deviation to the above Terms & conditions may result in rejection of bid.**

(Signature & Seal of the Bidder)

Format for

BANK GUARANTEE FOR SECURITY DEPOSIT*(to be issued by any Nationalized bank preferably State bank of India negotiable at their counters in Ranchi)*

TO,
M/S HEAVY ENGINEERING CORPORATION LIMITED
PLANT PLAZA ROAD,
DHURWA,
RANCHI – 4

Dear Sir,

In consideration of your agreeing to accept the security deposit of rs.'amount'..... furnishable to you by m/s 'firms name'..... (hereinafter referred to as contractor) in terms of the contract no.'hec's purchase order no'.....for supply of 'details of items'.....(hereinafter referred to as the 'contract') in the form of a bank guarantee in the manner hereinafter contained we.....'bank details'..... branch, having registered office at 'place'..... do hereby covenant and agree with you as follows:

1. We hereby undertake to indemnify you up to a sum of rs.'amount'.....(rupees 'amount in words'.....) against any loss or damage caused to or suffered by you or that may 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.'amount'.....(rupees 'amount in words'.....) 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 ...'date'..... 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 notwithstanding that the same is or are enforced after the said date.
4. We 'bank name'....., 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 forebear 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 or so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of rs.'amount'.....(rupees 'amount in words'.....) as aforesaid or extend the period of the guarantee beyond the said date of ...'date'.... 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 surety ship and other rights, if any, which are in any way 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.
Any notice by way of demand or otherwise hereunder shall be in writing and may be sent by special courier, speed post or telefax to us at our local address as aforesaid.
9. This guarantee and the powers & provisions herein contained are in addition to and not by way of limitation of 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.
10. 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 of and be available to and enforceable by the absorbing or amalgamated company or concern.
11. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
12. 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 contractor in respect of the dispute or controversy.
13. Notwithstanding anything contained herein above our liability under this guarantee is restricted to Rs.'amount'.....rupees 'amount in words'.....) and this guarantee shall remain in force until 'date'.... 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 ...'date' + '6 month'..... 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.
14. 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

'NAME OF BANK'
'SIGNATURE WITH SEAL'