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# HEAVY MACHINE BUILDING PLANT HEAVY ENGINEERING CORPORATION LIMITED

(A Govt. of India Enterprise)

Ranchi - 834 004 (INDIA)

ISO 9001:2000

Phone : 0651-2401271, 2401349

Fax : 0651-2401166, 2401571

E-mail : [purhmbp@hecltd.co](mailto:purhmbp@hecltd.co)

*Materials Management Division*

## Single Tender Enquiry

No. PUR/HMB/22/171258/GS- 6299

Dated : 29.01.2022

To,  
M/s Foundry Forge Cooperative Credit Society Ltd.,  
Shop no. 5, Experts hostel complex,  
Dhurwa , Ranchi- 834004

Dear Sir,

We invite your most competitive offer for the following item as per the given schedule.

### ENQUIRY SCHEDULE

| Sl. No. | Item Code  | Description of Stores                | Unit reqd. (Nos.) | Remarks                                |
|---------|------------|--------------------------------------|-------------------|--|
| 1       | 7712114050 | LPG Gas 19 Kgs (Commercial) Cylinder | 150               | The cylinder shall be supplied in lots |

- Price is to be quoted on F.O.R. Stores/HMBP, Ranchi basis.
- **Schedule of Tender receipt by 31.01.2022 upto 1.00 PM.**
- **Opening of tender on 31.01.2022, at 3.00PM .**
- The Tender is to be Submitted in Single Bid only
- TENDER must be submitted in sealed cover with Tender No. and the Due date super scribed on it failing which Tenders may be ignored. Quotation is to be submitted in the office of Purchase Deptt./HMBP, HEC Ltd., P.O.Dhurwa, Ranchi -834004 during working hours (8AM to 5 PM) on all working days.

**Instruction to Bidders- "This Procurement of goods/services under the reference tender is covered under public procurement policy 2017 & PPP/SME (2012), revised 16.09.2020 and herein after any further revisions."**

### NOTE:

1. The rate quoted shall be inclusive of all packing & forwarding. Freight charges to be mentioned separately, if applicable.
2. The Price quoted by the tenderer should be exclusive of GST. The rate and nature of GST 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 GST and within the delivery period. Any change on the taxes structure beyond the delivery period will not be considered by HEC
3. The offer made must remain open for acceptance for three months from the date of opening of the tender.




4. Quotations erased or over written are likely to be rejected unless all corrections are authenticated with the tenderer's signature.
5. **Delivery-** Immediately after placement of order and 48 hours from the date of intimation of supply in lots as per our requirement. Delivery will be on F.O.R., HMBP store, Ranchi basis.
6. Weighment of Cylinder: - The weighment of cylinder (full cylinder with gas and empty cylinder after use) shall be done at HEC weighbridge.
7. Assessment of quantity of LPG in cylinder as per following formula:
8. Gas Quantity in Kg. = Filled cylinder weight – Empty cylinder weight (used cylinder).  
Tolerance of  $\pm 1\%$  shall be applicable.
9. Loading and unloading of cylinder shall be done by the firm.
10. 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. Full payment will be made against Tax Invoice within 60 days of the receipt of supplies at destination duly inspected.
12. Full particulars i.e. specification, literature wherever applicable should be submitted alongwith the quotation. The brand and 'Make' name must be indicated.
13. 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.
14. Supplies will be subject to Inspection by our Inspection wing / or inspection agencies prescribed by us.
15. 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)).
16. 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.
17. **Security Deposits** - Successful tenderers will have to deposit security equal to 5 percent of the contract value within 21 days of placement of order. Failing this, the contract will be cancelled at the risk and expenses of the suppliers. The vendor should confirm its acceptance in techno-commercial bid.
18. Material supplied should be guaranteed for 18 months from the date of supply or 12 months from date of use, whichever is earlier. The vendor should confirm its acceptance in techno-commercial bid.

Otherwise:

- a) The purchaser to recover from the contractor a sum of 0.5% per week (completed week) of the price of the stores (upto 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.
19. There is no obligation on our part to accept delayed / late tenders. Tender received after the due date of opening are liable to be summarily rejected.



20. While submitting tender pl. mention your Registration No. with HEC as a registered vendor with valid paper. If not pl. get registered your firm with HEC Limited immediately.
21. **Note :-** As per the govt. guidelines it is to be specified clearly in your offer that the firm is NSIC/SSI and also confirm whether the firm is owned by SC/ST Entrepreneurs or not.
18. In case bidder is covered under MSME criteria, it is mandatory to quote UAM no. in Bid Documents. HEC Is registered on TReDS governed by RBI Guidelines and our registration no. is HE0000320. All MSME Firms are advised to registered on RXIL (Receivable exchange of India – Mumbai).

  
29/01/2022  
(Varun Rohilla)  
Executive/PUR/HMBP  
HEC Ltd..

## Annexure

### Commercial Terms & Conditions

| Sl. No | Contents  | Desired by HEC  | Bidders Confirmation |
|--------|---|---|----------------------|
| 1      | Price Term (Ex-Works / FOR HMBP)                                  | FOR HMBP Stores   | :                    |
| 2      | Packing and Fwd. (Extra/Included/Not Applicable)                  | To be indicated if any  | :                    |
| 3      | GST ( rates as applicable)<br>i. CGST.<br>ii. SGST.<br>iii. IGST. | To be quoted separately.  | :                    |
| 4      | Payment Terms   | 100% payment along with taxes will be made against tax invoice within 60 days of receipt of material at destination duly inspected. | :                    |
| 5      | Validity of Offer   | 3 Months from date of opening of tender.  | :                    |
| 6      | Delivery Schedule   | In phases. The material is to be supplied within 48 hrs. from the date of intimation in lots as per our requirement.                | :                    |
| 7      | Inspection  | By QCA/HMBP, or his representative.   | :                    |
| 8      | Insurance charges if any  | To be quoted separately   | :                    |
| 9      | Freight Charges if Ex-Works                                       | To be quoted separately   | :                    |
| 10     | Guarantee Certificate & Clause                                    | Material supply should be guaranteed for 18 months from the date of supply or 12 months from date of use, whichever is earlier.     | :                    |
| 11     | L/D Clause Acceptable (Yes/No)                                    | To be Accepted  | :                    |
| 12     | Risk Purchase   | To be Accepted  | :                    |
| 13     | Special terms (If Any)  |   | :                    |
| 14     | SD  | @ 5% of Contract Value  | :                    |
| 15     | GST Registration No.  |   | :                    |
| 16     | Name of the contact person with phone no. & e-mail address        | To be provided  | :                    |
| 17     | GCC of HEC  | To be accepted  | :                    |

(SIGNATURE OF VENDOR)



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 untill 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 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 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 suretyship 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.
9. 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.
10. 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.
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 of 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 contractor in respect of the dispute or controversy.
14. 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 thereunder, 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

'name of bank'

'signature with seal'