# MATERIALS MANAGEMENT DIVISION FOUNDRY FORGE PLANT HEAVY ENGINEERING CORPORATION LIMITED

(A Govt. of India Enterprise)

P.O. Dhurwa, Ranchi – 834 004 Ph: 0651- 2400427,2400429,2401437.Fax: 0651-2401437

Tender No. PUR/FFP/2011/310010/64/2965

dated.05.12.2011

То	
	M/s

Dear Sirs,

We request you to submit your most competitive offer for the following items/services as per the given schedule:

#### **ENQUIRY SCHEDULE**

SI.No	Description of Stores	QTY Nos	Remarks
01	Cylindrical Loco Wheel Mould as per Drg. No. Op – 307515.  Material: Grey Cast Iron as per IS: 3005 (Pt – III) – 1982, C: 3.4% to 3.6%, Si: 1.4 to 1.8%, Mn: 0.50 to 0.90%, S: 0.08% Max, P: 0.30% Max, Wt. per piec of Mould – 3.78 MT (Approx), Carbon equivalent: 4 – 4.5%	80	The delivery required is Immediate.
	N.B: minimum Heat Guarantee of not less than 12 heats has to be confirmed.		

Schedule of Tender receipt : by 23.12.2011 up to 01.00 pm Opening of Tender : on 23.12.011 at 03.00 pm

# **Prerequisites**

- 1. Tenders must be submitted in sealed cover with TENDER NO., DUE DATE and VALIDITY
- 2. PERIOD of the offer super scribed on it, failing which the tenders may be ignored.
- 3. The firm must keep Validity Period of the offer as mentioned in Sl.No. 3 below in NOTE.
- 4. Earnest Money (EM) to the extent of 2% of the total value will have to be deposited by Demand Draft (DD) on State Bank of India, Hatia Branch, Ranchi in favour of Heavy Engineering Corporation Limited, Ranchi 834 004. Draft of any other Bank or Branch of State Bank of India shall not be valid. Any other mode of submitting EMD is not acceptable.

EM may be exempted in case firms registered with HEC Ltd. **or** SSI Units **or** registered with NSIC for which they have to submit the documentary proof.

# OFFER WITHOUT EM SHALL BE SUMMARILY BE REJECTED

4. Offers to be submitted in Single part bid(s). In case of two part bids, the Techno-Commercial Bid is to be sealed in a separate envelope super scribing PART – I - "Techno-Commercial Bid" on it and the Price bid is to be super scribed as PART – II - "Price Bid". Both the envelopes shall be put in a separate envelope and addressed to FFP.

The tenderers are requested for strict compliance of the above prerequisites; else their tenders are liable to be rejected.

Special Conditions; if any: Please read Instruction to Tenderer .

#### NOTE:

- 1. The rate quoted shall be inclusive of all packing, forwarding and freight charges.
- 2. a) The Price quoted by the firm should be exclusive of Sales Tax. The rate and nature of Sales Tax applicable at the time of tender should be shown separately. Sales Tax shall be payable to the firm at the rate at which it is liable to be assessed or actually been assessed on the date of supply, provided the transaction of sale is legally liable to Sales Tax and within the Delivery Period (DP). Any change on the Taxes & Duty structure beyond the DP shall not be considered by HEC Ltd.
  - b) Price should be quoted exclusive of Excise Duty (ED). The amount and rate must be specifically mentioned. In case ED is inclusive, the amount or rate must be indicated separately in the offer, otherwise, the offer may not be considered.
- 3. **Validity of offer**: The rates quoted must be firm and the offers made must remain valid for **90 days** from the date of opening of the tender. Delivery date offered must be specified and guaranteed.
- 4. Quotations erased or overwritten are likely to be rejected unless all corrections are authenticated with the Signature of the tenderer(s).
- a. Conditional offers are liable to be rejected.
- b. Inspection Clause: Supplies may be subject to inspection by our Inspection Wing or by Inspection Agencies as prescribed by us.
- c. Full particulars, i.e. Specifications, Literatures (Brochures/pamphlets), Drawings, etc. as applicable or it is specifically asked for may have to be submitted along with the quotation. The Brand and Maker's name must also be indicated in the offer.
- d. **Delayed/Late Tender**: There is no obligation on our part to accept the delayed/late tender received after the due date of opening and these are liable to be summarily rejected.
- e. Income Tax Clearance Certificate: All tenderers shall submit an Income Tax Clearance Certificate along with their tender, duly countersigned by the Income Tax Officer of the Circle concerned under the seal of the Office. Copy of the Permanent Account Number (PAN) of the Income Tax shall have to be enclosed along with the bid.
- f. The Corporation does not pledge to accept the lowest **or** any tender. It reserves the right to accept the whole **or** any part of the tender **or** portion of the quantity offered and the tenderer (s) shall have to supply the same at the rate quoted.
- 5. The rates quoted shall also be inclusive of embossing on the material. The Ownership, namely FFP should be at a predominant place of the material to a size/thickness upon the volume of the material.
- 6. Order placed as a result of this tender shall be subject to the GENERAL TERMS & CONDITIONS of the Contract of the Corporation, which can be downloaded from our website: www.hecltd.com.
- 7. Full Payment shall be made after 60 days of the receipt of supplies at the destination, conforming to Inspection Clause.
- 8. Corporation reserves the right at any time to call for and examine the Books of Accounts and any other documents and papers of the firm for the purpose of ascertaining whether any excess payments have been made or the firm is likely to receive undue benefit out of execution of the particular Contract.
  - **9. Security Deposits (SD)**: In the event of Contract materializing, successful tenderer(s) shall have to deposit SD equal to 5% of the value of the Contract within the stipulated period, failing which the Contract shall be liable to be cancelled at the risks and expenses of the suppliers.
- 10. **Delivery**: Timely Delivery is the essence of the Contract and the delivery must be completed not later than the dates specified therein, otherwise following Clauses shall be applicable: -
- a) **Liquidated Damage (LD) Clause**: The purchase shall recover a sum of 0.5% per week (completed week) of the price of the stores, up to a maximum 10% as LD which the Contractor has failed to deliver as aforesaid.
- b) **Risk Purchase Clause**: The purchaser may procure the undelivered stores/similar items from elsewhere, without notice to the supplier and at his without cancelling the contract in respect of the consignment not yet due for delivery.
- c) Cancellation of Contract: In above case, the Contract may be cancelled or a portion there of.
- 11. For vendor registration, the tenderers may approach Central Purchase / HMBP, HEC Ltd; Ranchi-4. The registration form can also be downloaded from our website <a href="www.hecltd.com">www.hecltd.com</a> and the filled form may be sent with requisite fee to Sr. Dy. G.M./Central Purchase / HMBP / HEC Ltd, Dhurwa, Ranchi-834 004.

(Vimal Kumar)
Manager/Pur/FFP
Ph- 0651-2400427
Email: vimalkumar@hecltd.com

# **INSTRUCTIONS TO TENDERERS:**

# 1.0 SUBMISSION OF TENDER:

- 1.1 Tenders in double cover must be submitted in duplicate in **Two parts (Techno-commercial bid and Price Bid)** in separate sealed covers (inner covers), Super-scribing the Techno-commercial bid or Price Bid, tender number and date of opening of tender on the covers. Both the bids i.e; Techno Commercial bid & Price Bid should be sealed separately in different envelopes with bid type marked on the top and super scribed with Tender No. Tender date, Tender Opening date and addressed to Manager (Purchase)/FFP, HEC Ltd P.O;Dhurwa,Ranchi 834 004. Then both the above mentioned envelopes are to be kept in a one big envelope and having Techno Commercial + Price bid marked on the top and super scribed with Tender no.& Tender date, tender opening date, and addressed to Manager (Purchase)/FFP, HEC Ltd Dhurwa Ranchi, 834004. Offer must be accompanied with technical leaflets, Credentials, Brochures and other relevant details. The tender shall be neatly arranged, plain and legible, typewritten with consecutively numbered pages in solid binding. Tender should not contain any terms and conditions, printed or otherwise, which are not applicable to the tender. Such conditional tenders are liable to be summarily rejected.
- 1.2 Only one tender should be included in one cover. When more than one tender are included in one cover, all tenders so enclosed in one cover will be liable to be ignored. Tender shall contain a special declaration that the Tenderer agrees to hold the tender open for period indicated in this invitation to tender. This period of validity of tender shall be **Three** months from the date of opening of the tender and the prices quoted shall be deemed to remain valid for this period.
- 1.3 Tenders in sealed cover should be sent by registered post and if delivered by hand should be put in the Tender Box of the respective office inviting the tenders. Tenders sent by courier and received by employer will be treated as hand delivered.
- 1.4 Tender documents are strictly non-transferable. i.e. offer can be submitted only by the Tenderers to whom tender documents have been issued. The tender forms should be signed by a competent authority holding power of attorney to handle such job on behalf of tendering firm and this fact must be stated explicitly.
- 1.5 Insertions, postscripts, additions and alterations shall not be recognized, unless authenticated by the Tenderers signature.
- 1.6 The tenders shall be submitted in English Language.
- 1.7 Tender is liable to be ignored if complete information is not given therein or if the particulars and data (if any) asked for in the schedule to the tender, are not fully filled in. Special attention must be paid to the delivery dates and also to the General Conditions of the Contract of HEC LTD with latest amendments and those contained in this booklet as the contract shall be governed by them.

# 2.0 LATE/ DELAYED TENDER

2.1 Tenders or modifications to tenders received after opening of tenders are to be called as Late Tender. Tenders or modification to it received after time fixed for receipt of tenders, though before time fixed for opening is to be called Delayed Tenders. Price-bids received after opening of techno-commercial offer though before the time fixed for opening of price-bid will also be regarded as Late Offer. Such delayed/late offers will not be opened.

# 3.0 Signing of tender

- 3.1 Individual signing the tender or other documents connected with a contract must specify whether he signs as:
  - (i) 'Sole Proprietor' of the firm or constituted attorney of such Sole Proprietor.
  - (ii) A partner of the firm, if it be a partnership, in which case he must have authority to quote & to refer the dispute to arbitration concerning the business of the partnership either by virtue of the partnership agreement or a power of attorney;
  - (iii) Constituted attorney of the firm if it is a company.
  - **N.B.** (1) In case of (ii) above, a copy of the partnership agreement or general power of attorney, in either, case, attested by a Notary Public should be furnished or affidavit on stamped paper of all the partners admitting execution of the partnership agreement or the general power of attorney should be furnished.
    - (2) In case of the partnership firms, where no authority to refer disputes concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by every partner of the firm.
    - (3) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all costs and damages.
    - (4) Each page of the tender, schedule to tender and Annexure, if any, should be signed by the tenderer.

#### 4.0 **OPENING OF TENDER**

- 4.1 The tender will be received and opened at the office of the purchaser till the date and time specified in Invitation of Tenders. Only Techno-commercial bid will be opened on due date of tender opening. The price bids of only technically acceptable bidders will be opened at later date which will be intimated to the bidders concerned.
- 4.2 Tenderer is at liberty to be present or authorize a representative to be present at the time of opening of the tender. However in case of visit of Foreigner, a prior permission from the concerned authority is essential.

# 5.0 Right of Acceptance of Offer

- 5.1 The <u>purchaser reserves</u> his right to accept partly or reject any offer without assigning any reason thereof. The purchaser does not pledge itself to accept the lowest or any tender and reserves to itself the right of acceptance the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rate quoted.
- The <u>purchaser reserves</u> his right to split the order in two or more part among the different tenderers. The quantity can be split in the **ratio 60:40 among the participating Tenderer.**

#### 6.0 EARNEST MONEY DEPOSIT

TECHNO-COMMERCIAL BID MUST ACCOMPANY INFORMATION ABOUT SUBMISSION OF EMD **WITHOUT MENTIONING THE AMOUNT** IN THE FORM OF DEMAND DRAFT VALID FOR SIX MONTHS TECHNO-COMMERCIAL BID RECEIVED WITHOUT EMD WILL BE SUMMARILY REJECTED WITHOUT TECHNICAL EVALUATION.

- 6.1 Tenderers registered with State/Central Govt. Organisation, PSU's, NSIC or DGS&D will be exempted from submission of EMD. The tenderer should enclose an authenticated copy of their valid registration certificate with /Central Govt. Organisation, PSU's, NSIC, DGS&D for grant of exemption.
- 6.2 EMD will be converted to security deposit (SD) in case of successful bidder(s).
- 6.3 EMD of unsuccessful bidders will be returned after finalisation of contract and Interest of any sort will not be payable on EMD.

# 7.0 TECHNO-COMMERCIAL BID

- 7.1 The tenderer shall carefully check the specifications and drawings and shall satisfy himself of the suitability of the equipment being offered and shall take full responsibility for the efficient operations and guarantee of specified output of the Plant and equipment offered.
- 7.2 The offer should be complete in all respects along with supporting documents and technical literature like catalogue, test charts, credentials, list of customers of similar job, performance feedback reports from users etc.
- 7.3 The tenderer should certify in the techno-commercial bid that the price-bid contains itemwise price with detail breakup as specified in Technical Specification.
- 7.4 In order that no clarification is needed after opening of Price Bid of technically acceptable offers, it is essential that the unpriced copy of the price bid (REPEAT UNPRICED) alongwith other terms & conditions should be enclosed with the Techno-commercial bid. Proforma of un-priced bid is enclosed as Annexure-

#### 8.0 THE PRICE BID AND UN-PRICED BID ALONG-WITH TECHNO-COMMERCIAL BID:

- **8.1** Revision in price bid or techno-commercial bid having impact on prices will not be considered after opening of techno-commercial bids.
- **8.2** Quoted Price should be in words and figure. Any discrepancy between words and figures, the price in words shall prevail.
- **8.3** Price quoted should be exclusive of Excise Duty(ED). In case ED is Inclusive, the amount of ED should be indicated separately.

# 9.0 TECHNICAL CAPACITY

- **9.1** The tenderer shall satisfy the purchaser that he possesses the necessary technical experience and qualification and that he has at his disposal suitable modern facilities and staff of specialized nature to ensure that his contract work is of best quality and workmanship, according to the latest engineering practice. The tenderer shall furnish necessary particulars in this behalf with the tender.
- **9.2** In this regard the tenderer shall submit a detailed statement of similar plants built by him at least during the last 5 years and name and full address of the customers with order No., date of supply and performance report thereof.

# 10.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

**10.1** Tender Evaluation will involve recording and analyzing the merits of each tender. After detail scrutinizing of the Techno commercial bids, the successful bidders will be listed for opening of Price bid.

# 11.0 EVALUATION OF PRICE BIDS OF TECHNICALLY ACCEPTABLE BIDDER

- **11.1** For ranking of offers, price of complete scope of supply as detailed in technical specifications excluding the price of spares will be considered.
- **11.2** In case where all offers from indigenous sources are under consideration, ranking will be assessed on FOR destinations.

# The quotation shall be submitted in the format given below:

Terms & Conditions: -		HEC Requirement		Bidders
1	Price Term (FOR, Ex.Works/FOB)	FOR FFP works	:	
2	Packing of Fwd. Charges	Preferably Inclusive	:	
3	Central Excise Duty/ Educ. Cess/ S. Higher Educ	To be quoted separately	:	
4a	Central Sales Tax	Separately	:	
4b	Jharkhand Vat	Separately	:	
5	Payment Terms	60 days after receipt and acceptance of materials at FFP stores	:	
6	Validity of Offer	3 Months	:	
7	Price Variation Clause	Firm Price (12 month)	:	
8	Freight/Delivery Charges	Preferably Inclusive	:	
9	Discount	Separately	:	
10	Delivery Schedule	In phases as per our request	:	
11	ACD (For import CENVAT)	Amount to be quoted	:	
12	Inspection	By HEC	:	
13	Mode of Dispatch	Road	:	
14	Insurance	Firm's A/c	:	
15	Freight	Preferably Inclusive	:	
16	Test Certificate & Guarantee Certificate	To be provided by manufacture/supplier	:	
17	Force Majeure Clause		:	

