## HCCI ROLLING MILLS CLUSTER PRIVATE LIMITED

REG. OFF:- 'LAXMI NIKETAN', 243, G.T. ROAD (NORTH), FIRST FLOOR, LILUAH, HOWRAH - 711 204 PH: 033 2654-3727, FAX: 033 2648-3314 E-mail : hccirollingmillscluster@gmail.com

### **TENDER DOCUMENT**

Tender No : PUR/CFC/RM-5

**ISSUED TO:** 

#### NAME OF TENDER/WORK: - SUPPLY OF EQUIPMENTS/MACHINERIES FOR **TESTING FACILITY (METALLOGRAPHIC AND** METALLURGICAL PROPERTIES)

1) LAST DATE OF SUBMISSION OF BID(S) : 27<sup>th</sup> Dec., 2013 upto 2.00 p.m.

2) DUE DATE & TIME FOR OPENING OF BID(S) : 27<sup>th</sup> Dec., 2013 at 3.00 p.m.

### HCCI ROLLING MILLS CLUSTER PRIVATE LIMITED

Regd. Office: 'Laxmi Niketan', 243, G.T. Road (North), 1<sup>st</sup> Floor, Liluah, Howrah – 711 204 Phone: 033-2654 3727, Fax: 033-2648 3314 E-mail : <u>hccirollingmillscluster@gmail.com</u>

#### TENDER DOCUMENT

#### Sub: <u>Tender for supply of Equipment/Machineries for 'Testing Facility (for</u> <u>Metallographic and Metallurgical Properties)</u>

The tender document for submission of bid(s) in respect of the captioned tender has been sub-divided in four (4) parts, which are as under:-

- 1) Annex-A: General Terms & Conditions of tender / award of contract (5 sheets)
- 2) Annex-B: Special Terms & Conditions of tender / award of contract (5 sheets)
- 3) Annex-C: The list of goods/materials to be supplied and / or work to be undertaken by the prospective bidder(s) and also the detailed 'scope of supply' in respect of this tender. (2 sheets)
- 4) **Annex-D:**The prescribed format for submission of '**Price Bid**' (3 sheets)

The prospective bidder(s) is/are advised to carefully study all attachment of this tender document, prior to preparation/submission of their bid(s), so as to obviate any situation of non-conformity in respect of any of the prescribed 'terms & conditions' of this tender. In case the bidder(s) fail(s) to submit their bid(s) in accordance with the 'terms & conditions' stipulated in this tender document, the bid(s) of the bidder(s) would be liable for rejection on outright basis.

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# HCCI ROLLING MILLS CLUSTER PVT.LTD. GENERAL TERMS & CONDITIONS OF TENDER/AWARD OF CONTRACT

- DEFINITIONS:- The PURCHASER SHALL MEAN <u>M/s. HCCI Rolling Mills</u> <u>Cluster (P) Ltd.</u> SELLER/CONTRACTOR shall mean the person, firm or corporation in favour of whom this purchase order would be issued. The term SELLER/CONTRACTOR includes its successor(s) and/or assignee(s). The ORDER shall mean this Purchase Order/Contract and all its attachments and exhibits. The GOODS and/or the 'MATERIALS' shall mean the articles, materials, machinery, equipment, supplies, drawings and other property and all services-including design, delivery, installation, inspection/testing and commissioning specified or required for completion/execution of the order.
- DATE OF SUBMISSION/OPENING OF TENDER: The due date of submission and/or opening of tender, as reflected in 'Notice Inviting Tender' (NIT) and/or in the tender document are final and binding on the prospective bidder(s). No request for extension of due date would be entertained.
- 3. **VALIDITY**: The validity of technical and commercial offer must be for a minimum period of 30 days over and above the maximum delivery period of the equipments..
- 4. **LATE/DELAYED TENDER:** The late/delayed tender will not be entertained. The Authority would not be responsible for any delay/loss of document in transit.
- 5. **TECHNICAL SPECIFICATIONS**: The technical specifications being offered should be strictly conforming to laid down specification/drawings etc. The deviation, if any, should be clearly indicated in the offer. The offer should also indicate the make/type etc. of the materials offered along with the catalogue/technical literature/sample, as may be necessary.
- 6. TIME OF COMPLETION: Two (2) months from the date of issuance of the Order.
- 7. EARNEST MONEY DEPOSIT (EMD)/SECURITY DEPOSIT (SD):

- i) E.M.D:. The bid(s) must be accompanied with Earnest Money Deposit (EMD) @ 2% of the bid value(s) (rounded-off to nearest Rs. 100/-), failing which the bid(s) would be liable for rejection on outright basis. The EMD is to be paid in the form of Pay Order/Banker's cheque/Demand Draft, drawn in favour of <u>`HCCI Rolling Mills Cluster Pvt. Ltd.</u>" Payable at Howrah. The EMD of the unsuccessful bidders shall be refunded, as soon as the tender is finalized and acceptance of the order/contract is received from the bidder on which the order/contract has been placed. The EMD will not carry any interest.
- ii) **SD**: In the event of placement of order/contract on successful bidder, the bidder would require to deposit an amount, equivalent to @ 5% of the value of order/contract (including EMD @ 2%) towards SD, within a period of 10 days, in the form of Pay Order/DD/BG, failing which, the order/contract is liable to be cancelled, without any further reference, in this regard. Similarly the SD will not carry interest.
- 8. ACCEPTANCE OF ORDER: The order shall be expressly conditioned on Seller's acceptance of all the terms & conditions here of. The seller shall sign and return one copy of the order, duly accepted, within a period of 7 days from the date of receipt of the purchase order by him towards their un-conditional acceptance of the order.
- 9. DEVIATIONS: The order, if placed, shall be subject to these general terms and conditions and any additional/specific conditions referred to in the order, and no deviation shall be made from the requirement of the order, or from the 'General Terms & Conditions', unless such deviation(s) are approved, in writing, by the Purchaser.
- 10. **ASSIGNMENT AND SUB-LETTING**: Except with prior permission of the Purchaser, the Seller shall not assign this order or any part there-of any other manufacturer/vendor/contractor.
- 11. **BAR/PERT CHART**: The Bar/PERT Chart to be provided, as per requirement of the purchaser.
- 12. CONFORMITY TO THECHNICAL SPECIFICATIONS: All materials or equipment shall be supplied strictly in accordance with the specifications,

drawings, data sheets, other attachments and conditions stated on the order. No deviations from such specification(s) or alternation(s) of these conditions shall be made, without the purchaser's agreement, in writing, which must be obtained before material is placed for manufacturer/ before any work is commenced.

- 13. PRICE: The offered price must be on door delivery/F.O.R. destination basis, i.e. INCLUSIVE of Sale Tax and/or Excise duty on finished goods (after taking into consideration MODVAT, if any) & Octroi, if applicable, and also inclusive of packing, forwarding and freight paid up to the point of delivery. The bidder must despatch the goods duly covered by transit insurance. The cost of such transit insurance would be included with the price(s) offered by the Seller. Further, unless otherwise stated in the order, if placed, all prices shall be fixed for the duration of the order/contract and shall not be subject to any element of escalation.
- 14. **PACKING AND DESPATCH**: All packing boxes, crating and protection shall conform to the specifications or requirements of the Railways/Transport Authorities. The **SELLER** shall be held liable for damage or breakage to the goods for defective or insufficient packing.
- 15. CONSIGNEE: All materials should be sent / delivered to the following address:-

"Stores Officer, M/s. HCCI Rolling Mills Cluster (P) Ltd., Gumadangi, PS: Jagatballavpur, Dist: Howrah"

- 16. **INVOICING:** The invoice shall be raised in favour of the buyer. The complete set of documents like Invoice, Challan, Packing list, E/D Gate Pass, copy of RR etc. should be sent, in quadruplicate, to the PURCHASER, immediately after despatch, for acceptance of the goods and/or for release of payment.
- 17. **TERMS OF PAYMENT**: The 'terms of payment' shall normally be within 30 days from the date of receipt & acceptance of the material at site. In case the bidder would like to offer any other terms of payment, the bidder should clearly indicate in their bid in this regard. The bidder should note that, in case bidder would like to obtain any advance payment along with order/contract the bidder would require to submit a Bank Guarantee (BG) drawn in favour `HCCI Rolling

Mills Cluster Pvt. Ltd', Howrah, for the equivalent amount, on any nationalized bank, in the prescribed format of the purchaser.

- 18. PAYING AUTHORITY : The payment, in respect of invoice would be released by `HCCI Rolling Mills Cluster Pvt. Ltd', upon receipt of confirmation regarding receipt of material/goods at site in good condition.
- 19. **INSPECTION**: If the Purchase Order specifically require Pre-despatch Purchaser's / Consultant's inspection, the SELLER shall advise the PURCHASER/CONSULTANT, in writing, at least 10 days in advance for undertaking such inspection.
- 20. **REJECTION:** In case any consignment is rejected in inspection, the supplier has to arrange for replacement, within a period of maximum 30 days from the date of issue of intimation to this effect. In case supplier fails to replace the consignment, within the prescribed time, the consignment shall be with the buyer, at the risk & responsibility of the supplier, and the supplier would not have any claim for the loss/damage of such consignment(s). The buyer, however, will have the right to recover the other consequential cost/losses, in addition to cost of such consignment, due to supply of such inferior quantity materials.
- 21. DELAY OR NON-DELIVERY: The time and date of delivery of the stores stipulated in the order shall be deemed to be the 'essence' of the contract. In case of delay in execution of the order, beyond the delivery period stipulated in the order or any extension(s) approved thereafter, the purchaser may, at its option, either (i) recover from the suppliers damages a sum of ½% (Half percent) of the price of any stores not delivered for a week or part of week towards liquidated damage (LD), subject to a maximum limit of 10% of the value of order/contract or (ii) purchase elsewhere on the seller's account, at the risk & cost of the supplier the material not delivered or (iii) cancel the contract, without prejudice to the right under (i) & (ii) and also forfeit the earnest money/security deposit.
- 22. **RIGHTS OF CANCELLATION**: If the bidder/contractor fails to comply with any of the terms and conditions of the tender/contract, the tender/order is liable to be cancelled, and the EMD/SD shall also be forfeited. Further, if the order/contract is

placed and the purchaser is not satisfied with the performance of supplier in respect of quality, quantity and/ or any other reason(s), the Company reserves the right to terminate the contract, without assigning any reasons there-of / without giving any notice, and even without prejudice to the imposition of other right(s).

- 23. **GUARANTEE/WARRANTY**: If defects or any kind of deviation(s) from the stipulated specification(s) are noticed, within a period of 18 months from the date of supply of goods, or 12 months from the date of commissioning & trial-run, whichever is later, on account of fault of design or in respect of any materials/goods or workmanship, the same will be notified to the **SELLER**, who would replace the same, free of cost, within a mutually acceptable specified time. The seller would have to agree to submit performance guarantee, equivalent to 10% of the value of the order/contract, either in the form of cash/DD or in the form of **BG** on any nationalized bank, in the prescribed format in this regard.
- 24. **CONFLICT AMONGST TERMS & CONDITIONS OF THE ORDER/CONTRACT**: The specific terms and conditions, stipulated in tender document, if any, shall supersede this General Terms & Conditions, wherever applicable.
- 25. WEIGHTS AND MEASUREMENTS: All weights and measurements recorded by PURCHASER on receipt of goods at site will be treated as final.
- 26. **ISI/OTHER SPECIFICATION/APPROVAL**: The offer should conform to latest ISI/Other specifications/ approval, wherever applicable.
- 27. **ABRITRATION**: The dispute, if any, arising out of the contract shall be referred to the sole arbitrator to be appointed by Buyer and his decision shall be binding on both the parties in this regard.
- 28. JURISDICTION: The courts of the place from where the acceptance of tender is issued shall alone have the only jurisdiction to decide any dispute arising out of or in respect of the order/contract.
- 29. **RIGHT(S) OF THE BUYER**: The buyer reserves the right to accept or reject any part or all the tenders or split-up the order/contract between more than one bidder, without assigning any reason thereof.

## HCCI ROLLING MILLS CLUSTER PVT. LTD. <u>SPECIAL TERMS & CONDITIONS OF TENDER/ AWARD OF CONTRACT</u>

1. The sealed tenders are invited from reputed manufacturers/authorized dealers for supply of the equipment/machinery etc. which would also include supervision of installation, commissioning and trial-run. The tenders are invited in two (2) bids system viz. 'Technical Bid' and 'Price Bid' in two (2) separate covers/ envelopes, super-scribing both the covers/envelopes, the broad details of proposed purchase/work to be undertaken, i.e. as mentioned in the 'Notice Inviting Tender' (NIT), and also the due date & time of opening of the bids. Thereafter, both these covers/envelopes must be kept in a single cover/envelope, which would also be sealed & super-scribed with the broad details of proposed purchase/work to be undertaken, i.e. as mentioned in the 'Notice Inviting Tender' (NIT), and also the due date & time of opening of the bids. Thereafter, both these covers/envelopes must be kept in a single cover/envelope, which would also be sealed & super-scribed with the broad details of proposed purchase/work to be undertaken, i.e. as mentioned in the 'Notice Inviting Tender' (NIT), and also the due date & time of opening Tender' (NIT), and also the due date & time of opening Tender' (NIT), and also the due date & time of opening Tender' (NIT), and also the due date & time of opening Tender' (NIT), and also the due date & time of opening Tender' (NIT), and also the due date & time of opening Tender' (NIT), and also the due date & time of opening of the bids.

2. i) The '**Technical Bid**', besides being accompanied with the prescribed amount of EMD, would contain all the technical details, including the specific/detailed 'scope of supply', the copy(ies) of orders executed by the bidder(s) along with the copies of the 'Performance Certificate(s)' received thereof from the purchaser during the last five (5) years, the technical literature, catalogue etc., as may be relevant, and would also contain all the commercial terms & conditions for supply/execution of the order.

ii) The counter terms & conditions given along with the 'Technical bid', if any, in the form of printed and/or cyclostyled paper, would not be entertained. In case the prospective bidder(s) would like to offer additional terms & conditions for placement of order/award of contract, the same should be specifically brought-out in his/their 'Technical Bid' only, and such terms & conditions would not be deemed to have been accepted, unless specific written acceptance there-of is obtained.

iii) In case the prospective bidders wish to differ from the purchaser's normal 'terms of payment', i.e. as prescribed in the enclosed 'General Terms & Conditions of tender/award of contract', they may offer their 'terms of payment'. However, in such a situation, the purchaser would have the liberty to decide the method of evaluation of such bid(s), in respect of which the bidder would not have any right to raise any objection.

3. i) The '**Price Bid**' would contain the price(s) in respect of all the items/materials/all the work to be undertaken, i.e. as already covered in the '**Technical Bid**', and the **Price Bid** must be submitted as per the prescribed format attached in this tender document. The '**Price Bid**' would not contain any commercial and/or any other condition(s) and the '**Price Bid**' must be un-conditional bid(s), failing which the '**Price Bid**' would be liable for rejection, without giving any further opportunity to the bidder(s).

ii) 'The **Price Bid**' should not contain any cutting and / or over-writing etc. In the event of any cutting/use of fluid etc., the bidder(s) must authenticate the same by signing in respect of all such correction(s). The quoted price(s) must be written in both figures and words. In case there is any difference between the amount quoted in words and/or figures, the amount(s) indicated in words would prevail.

4. In case any of the bidder(s) submit conditional '**Price Bid**', i.e. attached with condition(s), the 'Price Bid(s)' for such bidder(s) would be liable for rejection on outright basis and, besides this, the EMD deposited by such bidder(s) is/are also liable to be forfeited.

5. The EMD should be enclosed in the Price Bid only. The Technical Bid should not contain any EMD and any deviation in this regard would make the Bidder liable to be disqualified. Technically qualified bidders, who's Price Bid would be found to contain inadequate EMD amount, would be summarily rejected and disqualified as per condition of the Tender.

The Price Bid of the Bidders, who's Technical Bid would not conform to the eligibility or technically found to be inadequate would be technically disqualified and the Price Bid (with the EMD) would be returned un-opened duly.

6. i) A detailed list of the items/goods proposed to be purchased/acquired in respect of this tender is enclosed as **Annx- C.**, and the '**scope of supply**' would also include supervision of installation, commissioning and trial-run of the items/goods, wherever required and, in such case(s), the Seller would also have to provide foundation details, drawing etc. Besides, the 'scope of supply' would also include the submission of '**Test Certificate(s**)', in triplicate, of the items/goods and also the '**Operation and Maintenance Manual**', in triplicate, for the items/goods to be supplied, wherever required.

ii) In case the prospective bidder(s) is/are of the view that some additional item(s)/goods would be essentially required for smooth operation and/or even for maintenance of the said items/goods proposed to be purchased/acquired, the bidder(s) may furnish the details of such items/goods, as may be required, under the heading 'Additional Essential Items/goods'. Further, in case the bidder is also of the view that certain item(s)/goods are to be kept as optional item(s), the bidder may also furnish the details of such item(s)/goods, as may be required, under another heading viz. 'Optional Items'. The bidder must also quote the prices of both these 'Additional Essential Items/goods' and 'Optional Items', separately in their Price Bid(s) to be submitted in response to this tender.

7. The purchaser reserves the right for Grouping/sub-grouping of the item(s)/goods proposed to be purchased/acquired, depending upon the need, i.e. as to how and/ or whether the proposed items/goods are inter-dependent/independent for achievement of desired performance, for the purpose of evaluation of the bid(s) visà-vis the determination of the lowest bid(s) for placement of order(s)/ award of the contract(s).

8. If defect(s) or any kind of deviation(s) from the stipulated specification(s) is/are noticed in respect of any supply made and/or any work undertaken, within a period

of 18 months from the date of supply of goods or 12 months from the date of commissioning & trial-run, whichever is later, on account of faulty design or in respect of any materials/goods or workmanship, the same would be notified to the **SELLER**, who would replace the same, free of cost, within a mutually acceptable specified time. The seller would require to submit performance guarantee, equivalent to 10% of the value of the order/contract, either in the form of cash/DD or in the form of **BG** on any nationalized bank, in the prescribed format in this regard.

9. The supplier/contractor shall secure and pay for all permission and/or licence those might be required to comply with the laws/ ordinance and regulation of the Govt. or public authority in connection with the achievement of performance in respect of his obligation under the contract. The successful vendor/contractor shall be responsible for damages, if any, in this regard and shall indemnify and save the purchaser harmless from and against all claims for damages and liability, those may arise due to his failure to comply with/to execute the work under this contract.

10. The Purchaser/Contractor shall warrant and be deemed to have warranted that all stores/goods supplied against this order/contract are free and clean of infringement of any Patent, copy right or trade mark and shall at all times indemnify the Purchaser against all claims, which may be made in respect of the stores for infringement of any right protected by patent. Registration of design or Trade Mark and shall all risk of accidents of damage, which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the order/contract.

11. i) All information, drawings, designs and specifications imparted to the bidder/successful contractor shall, at all times, remain the absolute property of the Purchaser, the bidder/successful contactor shall not use them for purposes other than for which they are provided for and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.

ii) The vender/contractor shall use his best endeavour to ensure that such information are not divulged to third parties except where needed for the performance of the contract by the successful bidder with the prior consent of the Purchaser. In such cases, the successful contractor shall ensure and obtain similar obligation of confidence from their parties, in question.

12. In case the prospective bidder does not specifically raise any objection/ reservation in respect of any of the 'terms & conditions' of the attached 'General Terms & Conditions for Tender/Purchase' and /or that of the attached 'Special Terms & Condition' for Tender/Purchase, it would be deemed that the prospective bidder(s) has/have accepted all the terms & conditions, as contained therein.

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