

TERMS AND CONDITIONS

1. The offers on Free Delivery HMC, Taxila basis shall be preferred. FOB/C&F offers shall not be entertained.
2. Store offered should be of the best trade quality, conforming to stipulated specifications. Maker's name, Brand and Country of Origin of the store offered should be mentioned clearly against each item.
3. The rate quoted should be exclusive of Sales Tax which should be quoted separately, with Sales Tax Registration No.
4. Quality Sample / relevant catalogue of offered material must be submitted alongwith offer.
5. Quotation indicating per unit rate should be sent in sealed envelope addressed to the Head of Procurement Department, indicating the number of enquiry and the due date on left hand top corner of the envelope, but bidder will ensure at his own responsibility that the offer reaches our office well in time.
6. No fax/telex/cable/email offer shall be entertained.
7. Period of the contract will be from _____ to _____.
8. During the currency of the contract price increase/escalation will not be allowed.
9. A pay order/Bank draft/back guarantee for Rs. _____/- as earnest money in favor of Heavy Mechanical Complex Ltd, Taxila must be submitted with quotation which will be retained in H.M.C during contract period till satisfactory execution of contract.
10. 3% amount will be deducted from running bills to build up security amount, which will be refundable after satisfactory completion of the contract.
11. Quotations should be valid for a period of at least 30 days from the date of opening of tender.
12. Quantities can be increased or decreased depending upon the consumption during the contract period.
13. Material will be supplied in accordance with the delivery schedule provided by the H.M.C subject to increase or decrease depending upon consumption. Sub-standard/rejected material will not be adjusted.
14. Inspection of the material will be carried out at HMC Ltd, Taxila and the decision of HMC Quality Assurance will be final.
15. Order can be divided among two or more parties.
16. Payment will be made within 30 days of receipt of bill in duplicate supported with Receiving Reports.
17. The weight at HMC Weigh Bridge shall be considered as final for payment purposes.
18. Offers on the basis of advance payment will be entertained. Conditionally.
19. If you fail to deliver the store (s) or any consignment thereof within the specified delivery period at HMC, HMC Taxila shall be entitled at its option either:
 - a) To recover from you as Liquidated damages and not by way of penalty, a sum of 2% up-to a maximum of 10% of the price of any stores which you have failed to deliver as aforesaid for each month or part of a month during which the delivery of such stores may be in arrears, or
 - b) To purchase from elsewhere, without notice but at your risk and cost, and stores not delivered / supplied within the stipulated period and to recover excess value so paid from you or from your security deposit or from any of your outstanding bills / amount or to cancel the contract at your risk and cost.
20. The quotation received late or with cutting / overwriting/mutilating figures will be liable to rejection.
21. The quotations should be strictly in accordance with the above terms. Your having quoted against this enquiry shall be deemed to your acceptance of these terms and condition.
22. You will furnish a guarantee certificate to the effect that the store(s) of correct quality and exact quality have been supplied by you for which payment has been claimed.
23. In case of any dispute arising out of this tender, the area of legal jurisdiction will be court of Rawalpindi.
24. (a) The contract against this tender will be issued on the basis of annual rate running basis. The order of the supply of quantities required during the contract period will be communicated by fax/telex/telegram/email/formal purchase order.
(b) The delivery of quantities ordered as at 24 (a) shall be arranged by you immediately but not later than 07 days of the receipt of our fax/telex/telegram/email/formal purchase order.
25. Management of HMC reserves the right to except/reject any or all the offers without assigning any reason.