

TERMS & CONDITIONS
Tender Enquiry

Rev-01

1. TENDER MARKING AND DROPPING:

Sealed bids addressed to the Head of Procurement Department, Heavy Mechanical Complex Limited Taxila can be dropped either in the tender box kept in the Procurement Department or mailed through registered post/courier, but it must be ensured that the same reaches our office well in time, as late offers will not be considered. The envelope should be marked clearly with tender No. and due date. The bidding procedure will be "Single Stage - two Envelope".

2. BID SECURITY:

- a. 2% Bid Security is essentially required for the Quotations valuing Rs. 500,000 or above and to be submitted with Financial Bid.
- b. Bid Security is to be submitted in the form of bank draft, pay order advised by any scheduled bank in Pakistan in favour of MD HMC. No personal cheque and guarantee of insurance company will be accepted.
- c. Bid Security will be released after the placement of order and receipt of Performance Bond (wherever required). Bid security will also be released to all those suppliers who are technically Non-Responsive.
- d. 2% Bid security will be forfeited for all those suppliers who regret their offers within validity period.

3. INSPECTION:

Stores supplied shall be inspected by our Quality Assurance Department at HMC after arrival or at your premises before dispatch. In case of rejection of stores, the supplier is bound to collect the rejected/defective stores & replace with correct stores.

4. PAYMENT:

100% payment shall be made with-in 30 days of the presentation of bill in triplicate supported by original Material Receiving Report (MRR) issued by the Store Department of HMC. The weighment at HMC Weigh Bridge shall be considered as final for payment purposes.

5. GUARANTEE:

HMC may ask supplier to provide a guarantee certificate certifying that the stores of correct quality and quantity have been supplied by you for which payment is being claimed.

6. PERFORMANCE BOND:

In case of Machinery and Equipment, Performance Bond is required to be submitted at HMC through any scheduled bank of Pakistan in form of Pay Order, CDR, DD or Bank Guarantee after placement of Purchase Order to the tune of 05% of the total order value for the satisfactory execution of Purchase Order. 05% payment of the supply can also be retained from payables of suppliers (If any) as Performance Bond / Guarantee against request of Supplier. Performance Bond / Guarantee shall remain valid till completion of Guarantee / Warrantee period or as per requirement conveyed to the supplier by SCM Department of HMC.

7. SPECIAL INSTRUCTIONS:

- a. Quotations should be firm and valid for acceptance for 30 days from the date of opening.
- b. Shortest delivery period should be stated clearly. Tender without this information shall be liable to rejection.
- c. Equipment/Store(s) offered should be precisely and comprehensively in conformity with our specifications or exact equivalents and must indicate specification, manufacture/brand names and country of origin. Offers with wrong specifications shall not be considered.
- d. Quantity can be increased, decreased or deleted by HMC after tender opening if required.
- e. Rate quoted should be exclusive of SALES TAX which must be indicated, separately, if applicable. HMC may like to ask for provision of documents certifying that the sales tax has been paid by the party on the supplied material.
- f. Printed literature, pamphlets, catalogues and quality samples, if necessary, must accompany bidder's offer.
- g. Lowest bidder shall not be entitled to claim for order unless technically/commercially qualified and accepted by HMC.

8. FAILURE AND TERMINATION:

If supplier fail(s) to deliver the stores or any consignment within the specified delivery period, HMC shall be entitled at its option either:

- a. To recover from supplier as liquidate damages and not by way of penalty a sum of 2% per month of total order value for delay in supply of stores upon recommendation of Supply Chain Management Department.
- b. To purchase from elsewhere without notice but at risk and cost of supplier, the stores not delivered within the stipulated period and to recover excess value so paid from the supplier against their security deposit or from their outstanding bills and to cancel the contract.
- c. In the event of action being taken under (7) above, supplier shall be liable for any loss which HMC may suffer on such account but supplier shall not be entitled to any gain on repurchase made against the supply order by purchaser.
- d. Quantity tolerance within range of $\pm 5\%$ shall only be permissible.
- e. In case of raw materials & consumables, HMC at its own decision can divide order in two or more bidders as deemed appropriate.

9. The quotation with cutting/overwriting/mutilated figures will be liable to rejection.

10. In case of any dispute arising out of this tender, the area of legal jurisdiction will be the courts of Rawalpindi.

11. HMC reserves the right to reject/accept any or all offers either in part or in whole and decrease / increase / delete quantity due to any reason. The reason can be communicated to the bidders without any justification/explanation by HMC.