

**Heavy Engineering Corporation Limited.
(A Government of India Enterprise)
Foundry Forge Plant
Materials Management Division
P.O. Dhurwa : Ranchi – 834004**

**Open Tender No. 2019/PUR/FFP/Coal Tpt. /388
FOR “COAL Transportation by Road”**

DATE: 16-08-2019

Name of the Work: -

- A) Loading of Steam /ROM coal at Pit heads of M/s. Central Coalfield Ltd. Collieries like Bhurkunda (Sangam), Bhurkunda (U.G.), Urimari, Birsa, Giddi-C, Religara and Karma (Kuju area) and transportation and unloading at FFP/HEC Ltd. Ranchi for a period of two years from the date of award of work.**
- B) Loading from direct bunkers of Steam/ROM coal at pit heads of M/s. Central Coalfield Ltd. Collieries in North Karanpura areas / Piparwar area (Piparwar, Beltherwa & Ashoka), and transportation and unloading at FFP/HEC Ltd. Ranchi for a period of two years from the date of award of work.**

Note: Rate for the each colliery is to be quoted without Breaking Segregation in respect of schedule –“B” only and for schedule –“A” rate for loading and unloading to be quoted.

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This Tender Document is issued to :.....

Signature of the Tenderer

Signature of the Issuing Officer

Heavy Engineering Corporation Limited.
(A Government of India Enterprise)
Foundry Forge Plant
Materials Management Division
P.O. Dhurwa : Ranchi – 834004

OPEN TENDER NOTICE

No. 2019 /PUR/FFP/Coal Tpt./388

Date:16-08-2019

Sealed tenders are invited from the reputed transport contractors having requisite experience and resources for the under mentioned work:-

Description of works	Quantity (approx.)	Earnest Money
A) Loading of Steam/ROM Coal at Pit heads of Collieries of M/s. CCL and transportation & unloading at FFP/HEC Ltd. Ranchi for the period of two years from the date of award of work.	1,28,000 MT	Rs.16,44,000/- (Tender without EM shall be rejected).
B) Loading from direct bunkers of Steam/ROM Coal at Pit heads of Collieries of M/s. CCL and transportation and unloading at FFP/HEC Ltd. Ranchi for the period of two years from the date of award of work.	16,000 MT	
TOTAL	1,44,000MT	

The quantity mentioned at Sl.No.(A) & (B) are only indicative figures. The choice of Collieries, Grade of Coal and quantity of particular grade shall be at the sole discretion of M/s HEC Ltd, Ranchi

(C) Price Variation Clause:

The contract will be governed by the Price variation clause as below:-

Rates mentioned in the rate contract are firm for respective collieries during the contract period however it will be governed by escalation/de-escalation in the price of HSD in the prescribed formula as given below:

For 6 Wheelers: $\frac{\text{Increase / decrease over base price} \times 60 \text{ Litres}}{9.5 \text{ MT}}$

For 10 Wheelers: $\frac{\text{Increase / decrease over base price} \times 90 \text{ Litres}}{15 \text{ MT}}$

For 12 Wheelers: $\frac{\text{Increase / decrease over base price} \times 120 \text{ Litres}}{20 \text{ MT}}$

In line with the Gazette of GOI for allowing transportation weight in increased capacity the above formula shall be revised as below:-

For 6 Wheelers: $\frac{\text{Increase / decrease over base price} \times 60 \text{ Litres}}{(9.5 \text{ MT} \times 1.25)}$

For 10 Wheelers: $\frac{\text{Increase / decrease over base price} \times 90 \text{ Litres}}{(15 \text{ MT} \times 1.25)}$

For 12 Wheelers: $\frac{\text{Increase / decrease over base price} \times 120 \text{ Litres}}{(20 \text{ MT} \times 1.25)}$

Note: The base rate of HSD as on Tender Opening Date.

Eligibility Criteria for Tenderer for Transportation of Coal

1. **Financial Capacity:** The Tenderer shall be asked to produce proof that they are financially in a position to fulfill the contractual obligation offered to be undertaken by him. The tenderer must have their annual turnover not less than Rs. 3.00 crores each year from the business of coal transportation for the last three consecutive years, for which they shall be asked to submit copies of last three years balance sheet and any other relevant documents necessary to ascertain the financial capability.
2. The tenderer must have experience of coal transportation for at least three years for which they will be asked to submit the documents as evidence for the verification.
3. The tenderer must have own vehicles (Trucks / Dumpers etc.) or having the capacity for arranging vehicle for transportation of minimum 200MT of coal per day from the collieries of CCL / CIL for which vehicle details with authorization of transport agencies shall have to be submitted.

NOTE :-

1. Cost of the Tender Documents is Rs. 3,000.00 (Rupees Three Thousand) only for each set (Non-Refundable).
2. The Tender Documents may be received from the office of the Sr. DGM I/c (MM)/FFP, Room No. 128 on payment of above amount by Demand Draft drawn in favour of "Heavy Engineering Corporation Ltd." payable at State Bank of India, Hatia Branch, Ranchi. or by making this payment of Rs.3000/- by RTGS and the tender documents shall be given against proof of RTGS payment receipt from the Bank/ online account transfer statement.

The Tender Documents may be downloaded from HEC's website/ CPP Portal also and in this case the cost of tender documents (Rs.3000/-) shall be made by Demand Draft drawn in favour of "Heavy Engineering Corporation Ltd." payable at State Bank of India, Hatia Branch, Ranchi

3. **The Tender Documents must be submitted in two parts i.e. Part I : Techno Commercial Bid and Part – II : Price bid.**

Both parts are to be sealed in two separate envelopes. Both the envelopes shall be put in a third envelope superscribing clearly the **Tender No, Tender Opening Date, Name of work, and consisting of Two bids viz; Price bid and Techno commercial bid** and dropped in the Tender Box or sent through Courier/Speed Post to Sr. Deputy General Manager (I/c), Material Management Division, Foundry Forge Plant, HEC Ltd., P.O. Dhurwa, Ranchi – 834 004.

The **Techno Commercial Bid** should contain the following :-

- i. The complete set of the Tender Documents as supplied herewith duly filled in and signed by the tenderer as mentioned in Clause 5. of the Detailed Tender Notice.
- ii. Information regarding the tenderer as per Appendix – I

- iii. Declaration as per Appendix – II of this tender to the effect that the tenderer has successfully carried out works of Coal transportation / similar nature and magnitude and has adequate organization and experienced personnel to handle this type and magnitude of work.
 - iv. Details of works of similar type and magnitude carried out by the tenderer as per Appendix III.
 - v. Details of Trucks/Dumpers available with the tenderer for use in this work in Appendix-IV.
 - vi. Copy of PAN & GST Registration Certificate.
 - vii. Certified copy of Provident Fund Registration No.
 - viii. Certified copy of Group Insurance Policy in respect of workmen..
 - ix. Declaration about submission of Earnest Money.
 - x. Financial status of the contractors from any nationalized Bank with full address of the issuing bank and the email address & the telephone No.
 - xi. Work experience of above mentioned volume approximately, in terms of value and quantity of work done, work experience should be from PSU or any reputed firm.
 - xii. Confirmation of Price Variation Clause w.r.t to HSD Price (see P-2/c).
 - xiii. Tenderer should sign the Appendix V & VI attached herewith.
 - xiv. **Person liable for paying GST under GTA (As per GST Rule) whether consignor / consignee or the goods transport agency should be mentioned in Challan / Bill.” Confirm as below:-**
 - a.) **Whether comes under RCM or forward charge.**
 - b.) **Percentage Rate of GST.**
 - xv. **Certificate to the effect that GST credit in respect of the inputs/ capital goods has not been availed is to be furnished.**
 - xvi. **All tax rate is to mentioned in Technical bid only.**
4. Schedule 'A' and 'B' are the format of Price Bid and Price to be quoted in the format of Schedule 'A' & 'B'. The **Price Bid** should contain **Schedule A & B**.
 5. Last date of submission of tender at Room No. 128, Materials Management Division/FFP/ HEC Ltd, Ranchi - 4 is **upto 30.08.2019 till 1.00 pm**.
 6. Date of tender opening (Techno Commercial bid only) is on **30.08.2019 at. 3.00 pm**, The **Price Bid** of only Techno –Commercial suitable firms shall be opened.
 7. The tenderer or his authorized representative may be present at the time of opening of bids if they so desire, however the authorised representative can be allowed to witness tender opening with the authorization from their parent company.

Sr. Dy. General Manager I/c (MM)/FFP
HEC Ltd, Ranchi

**Heavy Engineering Corporation Limited.
(A Government of India Enterprise)
Foundry Forge Plant
Materials Management Division
P.O. Dhurwa : Ranchi – 834004**

TENDER APPLICATION FORM

To
The Sr. Dy. General Manager (I/c),
Materials Management Division,
Foundry Forge Plant, HEC Ltd.,
P.O. Dhurwa, Ranchi -834004

Name of the Work: -

- A) Loading of Steam /ROM coal at Pit heads of M/s. Central Coalfield Ltd. Collieries like Bhurkunda (Sangam), Bhurkunda (U.G.), Urimari, Birsa, Giddi-C, Religara and Karma (Kuju area) and transportation and unloading at FFP/HEC Ltd. Ranchi for a period of two years from the date of award of work.**

- B) Loading from direct bunkers of Steam/ROM coal at pit heads of M/s. Central Coalfield Ltd. Collieries in North Karanpura areas / Piparwar area (Piparwar, Beltherwa & Ashoka), and transportation and unloading at FFP/HEC Ltd. Ranchi for a period of two years from the date of award of work.**

Sir,

- 1) Having examined the tender notice, General Conditions of Contract, Special Conditions of Contract, specifications and schedule of quantities of the above work, I / We, the undersigned offer and guarantee to execute the whole or part of the said work in conformity with the said General Conditions of Contract, Special Conditions of Contract and specification at the rates or prices quoted in the schedule of quantities herewith submitted.

- 2) If my/our tender is accepted, I/we undertake to complete and deliver the whole or part of the work to be offered as contained in the contract within the specified time attached herewith.

- 3) Should this tender be accepted, we hereby undertake to execute all the works referred to in the said documents and to abide by and fulfill all the terms and provisions of the said contract and should I/we fail to commence the work on the date specified or fail to deposit the requisite money or execute the agreement in accordance with Clause 7 of the Special Conditions of Contract the Corporation may forfeit the Earnest Money without prejudice to any other rights or remedy available to the Corporation.

4. Till formal agreement is executed, this tender, together with your written acceptance thereof, shall be deemed to be contract binding between us.

5. I/We am/are aware that you are not bound to accept the lowest or any tender you may receive.

Dated this.....

Signature of in the capacity of
..... duly authorized to sign tenders for and on behalf of
.....

Signature of Tenderer
Full Name :
(in block letters)

Address
.....
.....

Witnessed by

Address.....

Occupation

**Heavy Engineering Corporation Limited.
(A Government of India Enterprise)
Foundry Forge Plant
Materials Management Division
P.O. Dhurwa : Ranchi – 834004**

DETAILED TENDER NOTICE

1. Sealed tenders are invited for the execution of the following works from reputed transport contractors having required experience and resources to undertake such works in accordance with the terms and conditions as under :

Name of the Work: -

- A) Loading of Steam /ROM coal at Pit heads of M/s. Central Coalfield Ltd. Collieries like Bhurkunda (Sangam), Bhurkunda (U.G.), Urimari, Birsa, Giddi-C, Religara and Karma (Kuju area) and transportation and unloading at FFP/HEC Ltd. Ranchi for a period of two years from the date of award of work.**
- B) Loading from direct bunkers of Steam/ROM coal at pit heads of M/s. Central Coalfield Ltd. Collieries in North Karanpura areas / Piparwar area (Piparwar, Beltherwa & Ashoka), and transportation and unloading at FFP/HEC Ltd. Ranchi for a period of two years from the date of award of work.**
2. Tenders duly sealed and superscribed on the envelope **Tender Notice No. 2019/PUR/FFP/Coal Tpt/388 DT 16.08.2019** will be received upto **1.00 PM on 30.08.2019** .

3. **Earnest Money Deposit (EMD)**

- (a) The Tenderers are required to deposit **Rs.16,44,000/-** (Rs. Sixteen Lakh Forty Four Thousand) only as Earnest Money Deposit (EMD) in Techno commercial bid of the following forms : -
- (i) **Demand Draft** on any of the Nationalized Banks in favour of "Heavy Engineering Corporation Limited, Ranchi".
- (ii) **Bank Guarantee from any Nationalized Bank.**
- (iii) RTGS /NEFT

EMD may be exempted in case:-

- a) National Small Industries Corporation (NSIC) / Small Scale Industries (SSI) / Micro, Small Scale Industry (MSE), as per Government directive.
- b) Firms registered with DGS&D for the items under tender.

NSIC/SSI/MSE are to furnish necessary documentary evidence in support of being as NSIC /SSI/MSE and copy of latest Govt. notification specifying exemption of EMD for them.

Offer without EM Deposit not to be considered. The Document for exemption from EMD submission must be submitted else offer will summarily be rejected.

MSME firms will have to declare / furnish registration of UAM number (Udyog Aadhar memorandum by ministry of MSME) on Centre Public Procurement Portal failing which they shall not be able to avail the benefits available to MSME contained in Public Procurement Policy for MSME order 2012 issued by Ministry of MSME.

It is to be specified clearly in your offer that the firm is NSIC/SSI/MSME and also confirm whether the firm is owned by SC/ST entrepreneurs. It is Mandatory

HEC is registered on TReDS governed by RBI Guidelines and our registration no is HE0000320. All MSME firms are advised to be registered on RXIL (Receivable exchange of India-Mumbai).

(b) The Earnest Money of the unsuccessful bidders will be refunded immediately after finalization of the contract on receiving a written request from the bidders. No interest shall be paid on Earnest Money.

(c) The Earnest Money deposited by the successful tenderer shall be retained towards the Initial Security Deposit for the fulfillment of the contract, but shall be forfeited if the contractor fails to deposit further Security Deposit as mentioned in clause 2.1.(b) of the Special Conditions of Contract of this tender, and / or fails to execute the agreement and / or fails to start the work within a reasonable time (to be determined by the employer) after notification or the acceptance of the tender.

4. Signing of Tender Papers :

All the tender papers should be duly signed & Stamped.

4.1 The tender forms shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature. The tender by a partnership firm shall contain the full names of all partners. It may be signed in the firm's name by all the partners or by duly authorized attorney followed by the name and designation of the person so signing the tender. In case of partnership firm the power of attorney/partnership deed in original or copy duly certified by Registrar who register the documents or a first class Magistrate on the basis of sworn affidavit or a solemn affirmation made by him shall accompany the tender. In the case of a Registered Company, the tender forms shall be signed by a person duly empowered under Section 48 of the Companies Act. 1956. A copy of the Articles and Memorandum of Association must accompany the tender submitted by the companies incorporated under the Companies Act.

4.2 Witnesses and sureties shall be persons of status and propriety and their names, occupations and addresses shall be furnished below their signatures. All signatures shall carry dates.

5. All pages of all the parts of the tender documents containing conditions shall be initialed at the lower right hand corner or signed wherever required in the tender papers, by the tenderer or a person holding power of attorney authorizing him to sign on behalf of the partner, before submission of the tender.

6. The tender shall consist of the following :

(A) Techno Commercial Bid :

- i. The complete set of the Tender Documents as supplied herewith duly filled in and signed by the tenderer as mentioned in Clause 5. of the Detailed Tender Notice.
- ii. Information regarding the tenderer as per Appendix – I
- iii. Declaration as per Appendix – II of this tender to the effect that the tenderer has successfully carried out works of Coal transportation / similar nature and magnitude and has adequate organization and experienced personnel to handle this type and magnitude of work.

- iv. Details of works of similar type and magnitude carried out by the tenderer as per Appendix III.
- v. Details of Trucks/Dumpers available with the tenderer for use in this work in Appendix-IV.
- vi. Copy of PAN & GST Registration Certificate.
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- xi. Work experience of above mentioned volume approximately, in terms of value and quantity of work done, work experience should be from PSU or any reputed firm.
- xii. Confirmation of Price Variation Clause w.r.t to HSD Price (see P-2/c).
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- xiv. **Person liable for paying GST under GTA (As per GST Rule) whether consignor / consignee or the goods transport agency should be mentioned in Challan / Bill.” Confirm as below:-**
 - a) **Whether comes under RCM or forward charge.**
 - b) **Percentage Rate of GST.**
- xv. **Certificate to the effect that GST credit in respect of the inputs/ capital goods has not been availed is to be furnished.**
- xvi. **All taxes is to mentioned in Technical bid only.**

(B) Price Bid :

The **Price Bid** should contain **Schedule A & B.**

7. Instructions and information to tenderers :

- 7.1 The tenderer shall be presumed to have carefully examined the conditions and specifications of work and have fully acquainted themselves with all details of the site, location routes, materials geological and weather characteristics, labour condition, and in general with all the necessary information and date etc. pertaining to and needed for the work. The tenderers are specially advised in their own interest, to see that the information and particulars given with tenders are exhaustive, complete and unambiguous.
- 7.2 Before submitting a tender, the tenderer will be deemed to have satisfied himself, by actual inspection of the site and locality of the work, all conditions liable to be encountered during the execution of the works are taken into account in the rates quoted which are to be all inclusive for the completion of work in all respects described thereunder including transportation of all materials. The rates are also to cover cost of every description used in connection therewith including (but not by way of limitations) all labour, transport, carriage materials, plant and machinery and appliances, medical and welfare facilities, fuel, water, lighting, all cost in connection with establishment charges, royalties, rents, rates, telephone services, Insurance premium, Income tax, octroi, all other duties etc levied by the Government, Public bodies etc. assistance, attendance, watching and all contingent expenses so as to cover all the obligations, liabilities and responsibilities mentioned and referred to or to be inferred from the conditions of contract, and specifications and rest of the tender documents, except for provisions specifically made in the special conditions of contract to the extent of work by the employer.

8. The tendered rates and amounts shall be written and in English with ink both in figures and words, in the appropriate columns against each item of the attached schedule of quantities. In case of any discrepancy between the rate and the amount, the rate will govern. No erasures or over writing are permissible. All changes shall be neatly crossed and rewritten afresh and duly initialed by the tenderer. The rate and amount shall be indicated in rupees and paisa only. In case of difference in the rate in figures and in words, the rates quoted in words will prevail. The break up of rate for each serial number in each schedule of work should be indicated in a separate sheet. The tender written in figures only shall not be considered and will be summarily rejected.

8.1 No claim will be entertained due to any changes or fluctuations of rates for labour, materials, Taxes etc. at any stage after the submission of the tender by the tenderers.

8.2 The quantities shown against the items in the schedule of quantities are only an estimate of how much work is anticipated to be executed. They are not to be taken as guaranteed that the total quantities shall be carried out or shall not be increased or decreased during the tenure of the contract. The quantities indicated in the schedule of quantities are approximate only. Further it is not guaranteed that all the items in the schedule of quantities will be executed during the tenure of the contract.

8.3 The quantities shall, therefore, not be considered as representing the final measurements, it being the intention of the contract that only works actually executed by the contractor shall be measured by the employer or his authorized representative on completion of the work and paid for at the prices or rates in terms of the contract.

8.4 Rates quoted for each work of the schedule of quantities shall be considered as separate and applicable unit rate of the particular item of work under this contract.

8.5 Delivery from any coal mines may be taken. Conditional rates shall not be accepted.

8.6 The total quantity may be distributed between two firms (L1 and L2 respectively) in the ratio of 60:40 with the rates, terms and conditions of L1 for each colliery. This shall be the sole discretion of HEC Management.

9. Time schedule of work :

The successful tenderer shall enter into a contract which will be valid for a period mentioned in the schedule annexed, and/or as per terms of agreement. The contractor shall make proper arrangement at his end to commence the work within three days of the issue of the acceptance letter. The individual transportation work shall commence within 24 hours of the issue of Work Order by the employer or his representative and completed within the period stipulated in the Work Order.

10. The employer reserves the right to issue addenda to the tender documents at any time up to two weeks before the date of opening of the tender to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated in the General Conditions of Contract, Special Condition of Contract, Tender Notice, instructions and note for guidance of tenderers schedule or quantities, specifications, appendices and other documents and paper forming part of the tender documents. In the event addenda is issued at a lesser time than two weeks before opening of tender then time of opening of tender will be extended giving two weeks time to open the tender.

10.1 Each addendum issued by the employer will be sent in duplicate to each person or organization at their address or at the email address given in the application for purchase of tender documents. Each recipient will retain one copy of each addendum for submission along with this tender and return one signed copy to the employer as acknowledgement of receipt of the addendum. All addenda, issued by the employer shall become part of the tender documents and it will be the responsibility of the tenderer to see before submitting their tenders that all addenda issued for the tender documents have been received by them and taken into account before quoting rates.

11. No page of this tender shall be removed or altered and the whole set must be submitted after being duly filled and signed with all the papers in terms of the detailed Tender Notice. Failure to comply with this instruction shall result in rejection of the tender.

12. Conditional tenders shall be summarily rejected.

13. Submission of tenders :

(a) The tender shall be submitted in two parts **Part 1:** Techno Commercial Bid (Technical Bid) and **Part 2:** Price Bid on the attached forms of tender in a sealed envelope marked on the upper left hand corner **“Tender for**”

(b) The full name and address of the tenderer and the name of the authorized agent delivering the tender shall be written on the bottom left hand corner of the sealed envelope.

(c) The sealed envelope containing the tender as prescribed above should be dropped latest by 1 PM on the date specified in Tender Notice into the Tender Box kept for the purpose in the office of the Sr. DGM I/c (MM)/ Foundry Forge Plant,. HEC Ltd., Ranchi -834004.

(d) If tenders are sent by post/courier, the responsibility of non delivery by the prescribed date and time due to any postal/courier delays will rest with the tenderer.

14. Opening of Tender :

(a) All tenders received in the office of the Sr. DGM I/c (MM), Foundry Forge Plant, HEC Ltd., Ranchi – 834 004 upto 1 PM. on date specified in Tender Notice will be opened at 3.00 PM on the same day in the presence of attending tenderers or their authorized agents who may choose to be present.

(b) The tenders shall remain valid for acceptance for a period of 4 (Four) months (120 days) from the date of opening of the tenders.

(c) Canvassing, in any form, in connection with the tender is strictly prohibited and will make the tender liable for rejection.

(d) This notice of tender shall form part of the contract.

(e) The tender incomplete in any respect will be liable to rejection,

(f) The employer reserves the right to split the work into two or more parts and award such splitted work to more than one tenderer, or reject any or all tenders without assigning any reason. The employer is not bound to accept the lowest tender.

15. Signing of contract :

The successful tenderer shall be required to execute an agreement in the form annexed to the tender documents at his own cost. In the event of the failure of the tenderer(s) to sign the agreement within 30 days from the date of receipt of the notice of acceptance of tender failing which the amount of Earnest Money and the Security Deposit shall be forfeited by the employer and acceptance of this tender shall be considered as withdrawn, except that in the event of the notice of acceptance of the tender, not being issued within four calendar months of the date of opening of the tenders, the tenderer shall have the option of withdrawing his tender, in that case the Earnest Money and the initial security shall be refunded in full without interest.

For and on behalf of
Heavy Engineering Corporation Limited

Sr. Dy. General Manager I/c (MM)
FFP, HEC Ltd, Ranchi-4

Signature of tenderer: -

HEAVY ENGINEERING CORPORATION LIMITED
(A Government of Indian enterprise)
FOUNDRY FORGE PLANT
MATERIALS MANAGEMENT DIVISION
P.O. DHURWA ; RANCHI – 834004

HANDLING AND TRANSPORTATION WORK

SPECIAL CONDITIONS OF CONTRACT

Definitions :

Unless there is anything repugnant in the subject or context :

- (i) The term “**Contract**” includes the Special Conditions of Contract for Works Contract, the Procedure and Guidelines for Submission of Bills, the Contract Agreement, Documents constituting the Tenders and the Acceptance thereof.
- (ii) The term “**Contractor**” shall mean the person, firm and / or Company who enters into the contract with the employer and includes their executors, administrators, personnel representatives, successors and permitted assignees of such contractors.
- (iii) The term “**Corporation**” shall mean the Heavy Engineering Corporation Ltd. having its registered office at the Plant Plaza Road, P.O. Dhurwa, Ranchi – 834004, District - Ranchi within the State Jharkhand in the territory of India and shall, where the context so admits, include its successors and assignees.
- (iv) The term “**Employer**” shall mean the Corporation and includes the Chairman, the Managing Director, the Directors, GM/FFP, Chief of Materials Management /FFP, or any other person empowered in this behalf by the employer to discharge all or any of its functions.
- (v) The term “**Works**” means the work to be executed in accordance with this contract.
- (vi) The term “**Material /Stores**” means anything to be handled / or transported by the contractor in terms of this contract.

2. Earnest Money and Security deposit :

- 2.1 (a) The Tenderers whose tender is accepted, their Earnest Money **Rs.16,44,000/- (Rs. Sixteen Lakh Forty Four Thousand) only** will be retained towards Initial Security Deposit.
- (b) The Tenderers whose tender is accepted shall deposit before issue of letter of acceptance the Security Deposit. The firm has to furnish Security Deposit for 5% of the total contract value minus the value of EMD submitted earlier.
- 2.2 The Earnest Money will be refunded to the unsuccessful tenderers within reasonable time without any interest. The Earnest Money deposited by the successful tenderers will be retained towards the Initial Security Deposit for the due fulfillment of the contract but shall be forfeited if the contractor fails to deposit the further requisite security money and execute the agreement or start the work within reasonable time (to be determined by the employer) after notification of the acceptance of his / their tender.

- 2.3 The contractor shall have no claim to the refund of the Security Deposit as made / to be made thereunder before the expiry of 2 (two) months from the date of termination of the contract or within two months from the date of completion of scheduled work to be executed, observed, performed or fulfilled by the contractor to the satisfaction of the employer. The Security Deposit shall be retained as security for the due performance of the contract by the contractor in the entirety as per terms and conditions of the contract so that in case of breach of any of the terms and conditions of the contract, and in particular if the contractor fails to do work included in the tender as accepted by the employer, the Security Deposit shall be forfeited in full or part, as the case may be at the discretion of the employer, after giving the contractor an opportunity of being heard. Should any dispute arises about forfeiture of Security Deposit by the employer in the manner as aforesaid the remedy of arbitration as provided in clause 6(A) shall apply and arbitration clause may be invoked by either party notwithstanding anything contained in this clause.
- 2.4 The provisions with regard to the availability of the Security Deposit for recoupment of any ascertained losses from other sums which may become due and owing from the contractor as herein contained shall be subject to and without prejudice to the right of forfeiture thereof as hereby conferred and it is expressly declared, that in so far as the deposit shall be insufficient to make good in full, the Corporation shall be at liberty to sue and recover such amount including all costs and expenses which the Corporation may have sustained, incurred, or be put to, in consequence of the default or failure by the contractor in the due performance thereof and that for satisfaction of the same, the Corporation shall also be at liberty to retain, set off and appropriate all and every sums which may at any time be due and owing to the contractor by the Corporation under this contract.
- 2.5 No claim shall lie against the Corporation, either in respect of interest on Earnest Money / Security Deposit or on any other amount due to depreciation in value. On the successful performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest, on the presentation of “**No Demand Certificate**” from concerned Departments upon return in good condition of any property belonging to the Corporation which may have been issued to the contractor.

3. Liquidated Damage :

3.1. Supply of Steam Coal/Rubble Coal must be ensured as per daily target allotted failing which Liquidated Damage will be recovered from the bills of the contractor after one month (30days) from the start of the contract/work.

3.2. Liquidated Damage will not be applicable in case **Force Majure** conditions i.e. bandh, natural calamities etc. on submission of authentic supporting documents,

3.3. Liquidated Damage will not be applicable in case of **non raising in collieries** for which reasons to be intimated to the office of the Sr. DGM I/c (MM)/FFP on the same day of occurrence in writing, the authenticity of which shall be verified by concerned officer in MM Division from the respective colliery and be recorded in the file and intimated to Finance in writing for imposition / non-imposition of Liquidated Damage. .

4. (A) PAN CARD :

All tenders shall submit along with their tender a self attested photocopy of PAN Card. Failure to produce the photocopy of PAN Card will render their quotation liable to be rejected.

(B) GST No :

All tenders shall submit along with their tender a self attested photocopy of GST Registration No. Failure to produce the photocopy of GST Registration No. will render their quotation liable to be rejected.

5. Indemnity :

Without prejudice to any other provision in these conditions, the contractor shall be bound to keep the employer or any representative or employee of the employer fully indemnified against any action, claim or proceeding under the provisions of any rule, regulation, byelaws, notification, direction or order having the force of law, for anything done or committed to be done by the contractor in contravention of such provisions in the course of execution or completion of the work under the contract and if as a result of any such action, claim or proceeding, the employer or such representative or employee, as the case may be, is adjudged to be liable to pay any penalties or to pay any royalties or compensation, such liability shall be deemed to be the liability of the contractor and the contractor shall be wholly liable for all such penalties for payments, and in the event of default by contractor, the employer shall deduct all amounts arising out of such liabilities from the Security Deposit of the contractor or from any other amount of the contractor payable by the Corporation under this contract and any other contract(s) and without prejudice to any other legal remedy available to the employer.

6. Arbitration :

All disputes or difference, whatsoever, arising out of or relating to or in connection with the contract shall be referred to the Chairman –cum- Managing Director of the Corporation for adjudication by the Sole arbitrator to be appointed by him.

There will be no objection if the Sole Arbitrator so appointed is an employee of HEC Ltd. If the Sole Arbitrator is unable to act for any reason, Chairman as aforesaid may appoint another person to act as Sole Arbitrator on the request of any of the parties to the arbitration. Such a person shall be entitled to proceed with the reference in terms of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party invoking arbitration shall specify the dispute(s) to be referred to arbitration under this clause together with the amount claimed in respect of each such dispute.

The arbitrator shall be deemed to have entered into the reference on the date he issues notice to the parties fixing the date of the first hearing.

The venue of arbitration proceeding shall be at Ranchi. Award of the said Arbitrator shall be final, conclusive and binding on the parties to the contract. In supersession to arbitration clause contained in General Conditions of Contract/HEC, the above clause only shall be applicable.

7. Jurisdiction of Courts :

For any matter, the Jurisdiction of court shall be the courts at Ranchi in the state of (Jharkhand) alone.

8. CONTRACT AGREEMENT :

(A) The contractor shall, when called upon to do so by the employer, enter into and execute a contract agreement on judicial stamp papers of requisite value, at his own cost in the form prescribed by the Corporation.

(B) All contract documents shall be signed in quadruplicate by the employer and the contractor.

9. Examination of certain conditions before tendering by the contractor :

1. The contractor shall be presumed to have satisfied himself by due careful examination before submitting his tender, nature of work, the materials and tools and equipments and vehicles necessary for the completion of the work, the means of access to site, the accommodation he may require and all other matters incidental thereto, and ancillary thereof, affecting the execution and completion of the work, He shall also be presumed to have satisfied himself, before tendering, as to the correctness and sufficiency of the tender for the work as quoted by him. The rates and prices shall (except in so far as it is hereinafter otherwise specifically provided) cover all his obligations under the contract and all matters and things, necessary for the proper completion and maintenance of the work.
2. It is understood and agreed that no extra payment shall be admissible to the contractor under any circumstances whatsoever, consequent upon any alleged misunderstanding or miscalculation or arising out of any other mistake or factor, not specifically provided for in the contract.
3. All contract documents are complementary to one another, and what are required by any one shall be as fully and effectively binding on contractor as if the same is required by all other documents. The intention of the documents is to include all labour, materials, equipments and transportation necessary for the prompt and efficient execution of the work, materials or work not covered, by or properly inferable from any headings or clause of the specification shall not be supplied by the employer to the contractor, unless expressly specified in the contract documents.

10. Assignment or Subletting of contract not permissible except with prior permission of the employer :

The contractor shall not, at any time, assign or sublet the contract or any part thereof to any person / agency or allow such persons to become in any way interested therein in any manner whatsoever, without the prior permission in writing of the employer. Any contravention of this condition shall entitle the employer to rescind the contract and shall also render such contractor liable for payment to the employer in respect of any loss or damage arising out of rescission of contract in addition to forfeiture of Security Deposit.

11. Law Governing the contract compliance with regulation and bye laws :

All contracts or terms thereof, entered into between the employer and the contractor shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to contracts.

12. Contractors' representatives or nominees and their functions.:

(A) The contractors shall have the work executed by their duly authorized representative empowered to act on their behalf and to receive on their behalf, orders and instructions from the employer or his representative in relation to such work, including orders and instructions required or permitted under the contract to be given to the contractor by the employer or his representative or any other person authorized in writing by the employer to supervise the work. All such orders and instruction given to and all acts done by such representative or nominee shall be binding on the contractors as if such orders and instructions were given to them or such acts had been done by them.

(B) The contractors or their nominee or representative shall with all convenient speed attend the office of the employer, when so required.

13. Illegal gratification :

The contractor shall not lend, or borrow from or have or enter into any pecuniary dealing or transaction either directly or indirectly, with any employees of the employer, and if the employer has reasons to believe that the contractor has contravened the provision of this clause the employer shall be entitled to rescind the contract after giving a reasonable opportunity to the contractor to explain the position.

14. No claim shall be entertained from the contractor either in respect of extra cost incurred by him or of any damage etc sustained to his vehicles, or other property or men on the grounds that the roads or paths are not good enough for the work.
15. In case, during the contractual period, any road is closed to public traffic, dismantled or diverted for any reason whatsoever, no claim from the contractor on account of the increase in distance, if any, will be entertained.
16. In case during the contractual period any shorter route is opened having substantial difference in distance covered by the Trucks / Dumpers contractors will be required to reduce the rate on prorata basis.
17. The contractors will equip themselves with necessary Trucks/Dumpers and other facilities at both heads (loading & unloading points) and at the site or other points of delivery, for the loading, handling, transportation and unloading etc., of materials and without expecting provision of such facilities by the Corporation.
18. In the case of items which are combustible the contractor must take special precaution to ensure protection against fire hazard. In case any fire takes place during handling and transporting such materials, the contractor will be required to make good the loss caused to men, materials and/ or properties belonging to the Corporation and or any third party.
19. The contract shall be terminated if the contractor shall at any time
 - i. Become bankrupt or insolvent, or
 - ii. Make an arrangement with or pass the assignment in favour of his creditors, or agree to carry out the contract under the direction of his creditors, or
 - iii. Being a Company or Corporation, go into liquidation other than a voluntary liquidation for the purpose of amalgamation or reconstruction, or
 - iv. Have an execution levied on his goods or property on the work, or
 - v. Assign or sublet the contract or any part thereof to any other party, or
 - vi. Abandon the contract, or
 - vii. Fail to adhere to the programme of work given by the employer, or
 - viii. Persistently disregard the instructions of the concerned authorities of the employer, contravene any provision of the contract, or
 - ix. Promise to offer or give any bribe or commission or gift or advantage either himself or through his Partner agent or servant to any officer or employee of the Corporation.
 - x. Fail to equip himself with adequate labour and facilities like cranes, Trucks, Dumpers etc.

In any of the said cases, the employer will serve the contractor with a notice to the effect, and if the contractor does not explain / perform within 48 hours after the delivery to him of such notices, proceed to make good his default in so far as the same is capable of being made good and carry on the work or comply with such directions, as aforesaid to the entire satisfaction of the Employer, the Employer shall be entitled, after a giving to the contractor 48 hours notice in writing, to terminate the contract whole or any portion or portions (as may be specified in such notice) of the work without releasing the contractor from any of his obligation or liabilities under the contract and adopt any of the following recourses.:

(a) Rescind the contract; in that case, the Security Deposit of the contractor shall stand forfeited without prejudice to the Corporation's right to recover from the contractor the cost of completing the work through any other agency at the risk and cost of the contractor. Also in this event the Employer shall have right to recover and realize his claim from the pending bills of this contract as also from the bills of the other contract, if any. Further the Employer also reserves its right to realize its claim by other means if the amount of bills as above is not sufficient to neutralize its entire claim.

(b) Carry out the work, or any part thereof, by employing required labourers and materials and to debit the contractor with such costs including incidental and supervision charges, the amount of which, as certified by the Officer in charges shall be final and binding upon the contractor.

20. The Contractor shall comply with the provisions of the Minimum Wages Act, 1948 and the Payment of Wages Act, 1936 and all other laws governing the contract and Rules made thereunder in respect of employees or workmen employed by him for the purpose of carrying out the contract.
21. The contractor shall be responsible for the safety of all employees or workmen employed by him on the work connected with the contract and shall forthwith report all cases of accidents whatsoever caused to them or any one of them, wherever occurring on the work, and shall make adequate arrangement for rendering medical aid and comply with all other statutory obligation in time.
22. The Contractor shall comply with the requirement of the Workmen's Compensation Act, 1923 and the rules made there under, in respect of the workmen employed by him on the work connected with this contract.
23. In case in terms of the provision of sub-section (i) of Section 12 of the Workmen's Compensation Act, 1923 and the Rules made thereunder, the Corporation pays any compensation as per law to workmen employed by the Contractor in execution of the work, the Corporation shall recover from the Contractor the amount of the compensation so paid from the Security Deposit or pending bills of existing contract and or any other contract and in the event the above amount is not sufficient to neutralize its dues then the employer shall be entitled to recover and realize its claim by other means as per law. The Corporation shall be at liberty to recover from the Contractor any sum due, whether under this Contract or otherwise. The Corporation shall not be bound to contest any claim, made against it under Subsection (i) of Section 12 of the said Act except on the written request of the Contractor upon his giving to the Corporation full security for all the costs for which the Corporation may become liable in consequence of so contesting the claim.

24. The contractor shall be responsible for the safety of all the employees or workmen employed or engaged by him and in connection with the work and shall forthwith report to the employee or his representative all cases of serious accidents to them or any one of them, howsoever caused and wherever occurring on the work and shall make adequate arrangements for rendering all possible medical aid to him.
25. In case of accident arising out of and in course of employment, the contractor is liable to pay compensation as per provision of the Workmen Compensation Act 1923 and the contractor shall not be entitled to claim reimbursement from the employer.
26. Notwithstanding any other provisions the contractor shall be responsible for any injuries to the employees of the Corporation and the damages to the property of the Corporation / its employees caused due to the negligence of the contractors or their employees and shall be liable to compensate the loss sustained by the Corporation or its employees in regard to which the decision of the Corporation shall be final and binding on the contractors.
27. All the workers / staff employed by the contractors shall be covered under "Group Insurance Scheme."
28. The Contractors are required to get them registered with Regional Provident Fund Commissioner Organization, Ranchi and remit its employees contribution alongwith the contractor's subscription to the said authority directly and submit necessary returns / remittances to them directly. Their registration number is to be indicated in the tender.
29. The Contractors have to submit the Labour Licence issued from the Govt. of Jharkhand and or from the other competent authority under law before engagement of labour for this contract, without which bills will not be passed for payment.
30. The contractors will be bound to pay their staff/labourers the wages fortnightly / monthly in the presence of the representative of the Corporation nominated for the purpose. They have to maintain proper records as per provision of the Payment of Wages Act and the records shall be made available for inspection by the employer or the Inspector of Factories or any other authority empowered under any Act at any time.
31. The contractor shall pay the Minimum Wages fixed by the State Government from time to time. No escalation will be allowed by the Corporation on this account. Beside, the contractor shall be responsible to make all payments / arrangements etc. as prescribed under the Contract Labour (Regulation and Abolition) Act 1970 and rules framed thereunder. It may be understood that there shall be no liability whatsoever for the labourer so engaged against this contract for employment by HEC either on completion of the work against this contract or termination of the work or subsequently.
32. The Contractor shall produce a certificate to the authorized representative of the employer in respect of payment effected to his employees by 10th of the next month for the previous month and in case of failure of the same by the contractor, Corporation reserves the right to withheld the bills till above payment with penalty, if any, is made.

33. The Contractors are required to execute an agreement in the form annexed to the tender documents within thirty days of issue of the Acceptance letter incorporating therein detailed tender notice, General Conditions of Contract, Special Conditions of Contract, Schedule of Work and quantity and all other letters/papers annexed with the tender documents which shall be deemed to form part of the contract documents and shall be binding on him, Failure to execute the agreement within the time specified above may entail the forfeiture of the Earnest Money in addition to the other rights the employer is having under the contract. The agreement has to be stamped according to provisions of the Indian Stamp Act 1899 as applicable to the State of Jharkhand.
34. After execution of the agreement referred to above all the previous negotiations and correspondence shall be deemed to have been superseded to the extent provided in the agreement.
35. Working hours for the contractors in FFP shall be from **6 AM. to 6 PM** only and in any emergency case it can be at any time with due permission of HEC Management.
36. The Contractor shall not employ any person **below the age of 18 years** for any work connected with this Contract.
37. The acceptance of the tender by the Corporation will constitute valid contract between the tenderer and the Corporation till a formal agreement is executed.
38. The Corporation can inspect the equipments and other facilities required for completion of works as per Clause (17) at any time before the award of work or any time during the validity period of the contract.
39. **Right to Award parallel Contract or to other Agency in case of exigency :**
 - (a) The Corporation reserves the right to award parallel contracts with any contractor, as it deems necessary for the satisfactory fulfillment of the contract.
 - (b) The Corporation also reserves the right to undertake any portion of the work departmentally or through any other agency at any time during the pendency of the Contract, on giving two days notice to the Contractor at the cost of the contractor.
 - (c) The Corporation also reserves the right to take up the entire work departmentally or through any other agency at any time during the currency of the contract on giving thirty days notice to the contractor in case of exigency of work.
 - (d) The Corporation reserves the right either to award the whole work to a single tenderer or to split up and to distribute among two or more tenderers.
40. The Contractor shall at all times, comply with all the rules and regulations made by the Government, or the appropriate local authorities and comply such direction as may be necessary and or may be advised by the employer from time to time in regard to safety, first aid and health measures.

41. Medical Facilities :

In the event of the Contractor's labour being provided medical facilities / treatment at the Corporation's Hospital, the charges as prescribed by the Corporation from time to time shall be borne by the contractor. Advanced payments for an approximate period for which the patient is likely to remain in the hospital as fixed by the Medical Officer shall be deposited by the contractor, failing which the same shall be recovered from the bills of the contractor. **Medical treatment to contractor's labour at Corporation's Hospital in case of injury will not be denied on account of non-payment of advance by the contractor.**

42. Other Fees :

All quarry fees, royalties, duties, taxes, ground rents, etc. if any shall be borne by the Contractor without any reimbursement claim from the employer.

43. Schedule of quantities :

Items or work shown in the schedule of quantities cover the entire work including any work contingent on or ancillary to the work and the rates quoted thereof should cover all such contingent and ancillary work. In the event of any new items of work arising, which falls outside the scope of items of work based on the rates which the tenderer would have quoted for similar work, it is entirely within the discretion of the employer to entrust or not to entrust to the contractor these items of work and also to require the contractor to use the materials supplied by the employer for the execution of any work included in the schedule of quantities.

Quantity Tolerance: + 10% applicable

Quantity Reservation: 100% with mutual consent

44. Any person who submits tender shall fill up the usual tender papers stating at what rate he is willing to undertake each item of the work. Tenderer who make any alterations in the form or the work specified, in the said tender papers or in the time allowed for carrying out the work, or which contain any other conditions of any sort, will be liable for rejection.

45. In case of any discrepancy between the rates quoted in the figures and in words the rates quoted in the words shall be considered authentic for all the purpose.

46. The courts of the place from where the acceptance letter of the tender has been issued shall alone have the jurisdiction to decide any dispute arising out of or in respect of the contract.

47. Payment Terms: The payment shall be made within 30 days after submission of Bills and the receipt and acceptance of supplies at the destination.

Note: The rate of interest to be loaded of the firm for the payment term offered other than as specified in NIT for calculating landed cost to decide L-1 status will be 1% per month i.e. 12% per annum (maximum).

48. The extra mileage for changed route will not be allowed.

49. The bids submitted through website will also be considered if they fulfill the NIT terms and conditions.

Signature of the tenderer

HEAVY ENGINEERING CORPORATION LIMITED
(A Government of India Enterprises)
FOUNDRY FORGE PLANT
P.O. DHURWA ; RANCHI – 834004

PROCEDURE AND GUIDELINES FOR SUBMISSION OF BILLS.

1. This procedure and guidelines shall be read in conjunction with the General and Special Conditions of Contract, Schedule of Quantities, Time Schedule of Work, Schedule of Rates and Prices and other Supplementary Documents relating to the work.
2. Notwithstanding the sub-division of the documents into these separate volume and sections every part of each shall be deemed to be supplementary to and complementary of each other and all shall be read together.
3. Provided that where any provisions of the General Conditions of the Contract is repugnant to, or at variance with any provision of the Special Conditions of the Contract, then unless a different intention appears, the provisions of the Special Conditions of the Contract shall be deemed to override the provisions of the Generals Condition of the Contract to the such repugnancy or variation.
4. The work as detailed in the schedule enclosed with the contract comprises of obtaining deliveries on behalf of Foundry Forge Plant, HEC Ltd., from the collieries of M/s Central Coal Fields Ltd., of Coal India Ltd. like Bhurkunda(S), Bhurkunda(U.G.) Urimari, Giddi-C, Religara and Karma and segregating / breaking of coal to specified size at collieries, loading, transportation, unloading and stacking, where necessary,

5. Preparation of Challans and submission of Bills :

- a) For the work carried out by the contractors, the challans in the approved proforma will be prepared in five copies. The contractor will obtain the certificate from the representative of the Corporation in regard to the different operation, weighment etc.. in the course of the work. The original (First Copy) will be written in ink or copying pencil and the "Duplicate, Triplicate, Quarduplicate and Auitplicate will be carbon copies of the original."
- b) Sale Order No. is to be mentioned in the bill and certificate is to be enclosed at the time of billing regarding quantity transported / unloaded to / at FFP against each Sale Order after obtaining the certification as mentioned above. The challans will be submitted to the work order issuing authority along with the covering bills in triplicate for final certification and signature and transmission to the office of I/c Stores/FFP. After necessary checkup the I/c Stores / FFP or his nominee will send the two copies of the bills and challans including the original to I/c Finance, Stores Bills/ FFP or to authorized executive of Stores bill (Fin)/FFP from where the payment will be made to the contractors.

The bills submitted after three months from the date of issuance of certificate shall not be entertained without furnishing satisfactory explanation for the reasons of delay.
The above procedure may be subject to amendment as and when deemed necessary by the Corporation.

6. Income Tax: Income tax @ 2 % and surcharge along with applicable educational cess or as per law from all the payment being made to contractor shall be recovered towards income tax and the same shall be remitted to Income Tax Department. It shall be the responsibility of the contractor to submit the tax returns and get the tax assessed / cleared from the Income Tax Department. The Corporation shall not be responsible for this. Necessary TDS certificate will be issued to the contractors by I/c (Fin), Stores Bills/ FFP or by his authorized executive of stores bill (Fin)/FFP.
7. Against this contract the “Job orders” will be issued to the contractor for the different works to be executed from time to time by In charge (Stores) / FFP or his authorized representatives showing the details of nature of work, operations involved, quantity, period of completion and other allied particulars. When the contractor fails to complete the work according to the job orders within the stipulated time/period mentioned therein, the authority issuing the order may give 48 hours notice calling upon the Contractor to complete the work, failing which, the incomplete portion of the work shall be got executed either departmentally or through any other Contractors or agency at the risk and cost of the Contractor. The excess amount and / or the total cost as assessed by the job order issuing authority will be final and binding to Contractor and such amount will be deducted from the pending bills/ security deposit without further reference to him. If the amount on this count will be in excess to that of pending bills/ security deposit, the same will be realized from the contractor as per law. Also, the Corporation reserves the right to recover liquidated damages, if the contractor fails to execute and complete the work for which the individual work order is issued within the time prescribed therein or within the extended time at a rate of 1 % of the value of incomplete work for each days delay subject to a limit of 10 % of the total value of the work order. However, the above action shall be without any prejudice to the employer’s right to take action as per Clause 19 (vii) of the Special Conditions of the Contract.
8. The Rate should be quoted per MT for the purpose of payment in respect of items in the Schedule of Work. The net weight of the coal is to be arrived at by weighment on the weighbridge of the Corporation. For obtaining the net weight, the gross weight of the truck / dumper with load and the tare weight of the Truck/Dumper after unloading are ascertained and the net weight will be gross weight minus tare weight.
9. (a) Payments against this Contract will be made on the basis of weight recorded in FFP weighbridge at the time of transportation of the same. Payment shall be made on the basis of actual weight subject to a limit of 9.5MT (for six wheelers Truck/Dumper), 15 MT (for ten wheelers Truck/Dumper) and 20MT (for twelve wheelers Truck/Dumper). However if the CCL Challan Weight and HEC weight are more than the stipulated weights of 9.5MT, 15 MT or 20 MT, as the case may be, by more than (+) 5%, the payment shall be restricted to a maximum load of (+) 5% only, i.e. 9.975 MT, 15.750 MT and 21.00 MT for six wheelers, ten wheelers and twelve wheelers Truck/Dumper respectively.

(b) As per the Gazette Notification dated. 16.07.2018 the maximum axle weight have been revised by the Government and accordingly this extra loading of 20-25% shall be permissible as per the maximum safe axle weight for different type of vehicles as per S.O.3467(E). The transporters shall be eligible for carrying this extra load after getting registered with DTO as per notified maximum safe axle weight.
The Payment for the enhance capacity shall be made subject to a maximum load mentioned in the registration with GTO as per notified maximum safe axle weight as per Govt. of India guidelines and gazette notification dated 16.07.2018. **It shall be applicable in line with GOI notification and as per the revised registration of vehicle.**

This load variation shall be applicable on consignment to consignment basis.

10. Transportation of coal more than prescribed in M.V. Act, will be solely at the risk and cost of the contractor and contractor shall be liable to deliver/unload the quantity loaded from M/s CCL Collieries failing which the entire cost of coal shall be recovered / realized from the contractor and during the validity period of the contract if any law/ rule is changed by Govt / Govt. Agency then it might be applicable to them also for which HEC does not require to take any acceptance.
11. Materials to be generally unloaded within the Grab range in the coal pit. However, FFP reserves the right to change the unloading location. If the coal is unloaded out of Grab range on his own accord by the contractor and if the Contractor fails to transfer the same to Grab range immediately it will be done through other agency at the cost of the Contractor.

12. Sampling of Coal :

- a) The contractor will be responsible for joint sampling at loading point. Necessary assistance to be given by the Contractor to TSD/HEC representatives for the purpose of sampling.
- b) The Contractor will have to ensure, necessary care and supervision for segregation of slack/ dust from coal at the loading points during loading either manually or through bunkers/C.H.P. chutes of C.C.L. Collieries. If the slack /dust shale content is more than the prescribed norms of HEC the contractor / his loading supervisors at the pit head should see that such inferior coal is not loaded in the truck or else immediately unload such coal at their own cost at the pit head itself and immediately bring this to the notice of the concerned officials of the C.C.L. Collieries in writing with a copy to I/c stores / FFP. If during unloading of coal from the coal trucks at Gas Plant/FFP any excess percentage of slack/shale/stones than the normal limits is found then the sample will be taken in the presence of the contractor or his unloading agent. The contractors should not leave the responsibility of unloading totally on the truck driver in that case. In the absence of the contractor or unloading agents the report of Inspection/FFP will be deemed final and any representation of the contractor later on will not be entertained. It will be taken on the contractor's account and necessary deduction will be made from his running bills.
- c) The Contractor shall ensure the quality of coal delivered at the Gas Plant in conformity with the sample taken from loaded trucks at loading points of collieries. Contractor will be required to associate for continuous sampling of coal jointly at the Gas Plant. The report of average results of random sample collected by TSD from Gas Plant to be compared with reports of quality of coal report from same Truck/Dumper at colliery minimum once in a week. The samples are to be collected in presence of contractor or his representative at Gas Plant invariably.
- d) The contractor will also certify the size and range of the coal that he will deliver which should be the minimum 25 mm (one inch) and maximum 75 mm (three inches) for Rubble coal only. The coal as received at the Gas Plant will also be regularly checked by TSD for the size fraction for Rubble Coal and suitable penalties will be recovered from the running bills of the Contractor.
- e) For Rubble Coal, No bills of the contractor for transportation of coal will be passed by Finance /FFP if it is not accompanied with the proper certificates from TSD indicating the above parameters in respect or quality, size distribution, moisture and weight etc.

13. The transporters have to cover up the trucks/dumpers with tarpaulin so that water cannot ingress inside the coal in case of rain.
14. If there is any program to transport coal on any Sunday/Holiday, the Contractor will intimate well in advance in writing, failing which loaded trucks arrived on holidays will be detained at the Main Gate/FFP at Contractor's risk and cost.
15. The tare weight of the trucks/dumpers for transportation of coal will be taken on each trip and in case of any variation is found during surprise checks adjustments will be made accordingly considering the quantum of coal transported whichever is less. The Contractor will have to submit the list of the trucks / dumpers that will be engaged for transportation of coal under this contract.

16. Weighment of Trucks / Dumpers at FFP :

(i) Weight will be recorded at FFP Road Weighbridge before unloading. If weight at weighbridge of FFP is found within (\pm) $\frac{1}{2}$ % of CCL's Challan weight, payment will be made as per CCL weight.

(ii) If HEC weight is found to be lesser than $\frac{1}{2}$ % of CCL's Challan weight, HEC weight will be taken as final weight and deduction will be made for total shortages in weight of coal accordingly. .

(iii) Reconciliation of weight recorded Free On Road in the challan of the collieries and at the Gas Plant will be done on a consignment to consignment basis and necessary adjustment will be done for variation in weight, for payment of transportation charges.

(iv) Weight more than CCL challan will not be admissible in any case.

17. The Contractor has to transport the allotted type of coal (i.e. Rubble/steam/ ROM. Coal) as per employer's directions from time to time. The quantum of work and colliery allotted to each transporter is notional and in course of time this quantum can be changed/curtailed/alterd depending on the requirements of Plant/FFP. The performances of each transporter against the targeted quantities of transportation will be evaluated accordingly. However, three days notice will be given to the Contractor to stop the transportation of coal whenever required by FFP/ HEC Ltd.
18. The Corporation also reserves the right to award parallel contracts with any contractor, as it deems necessary for the satisfactory fulfillment of handling and transporting jobs.
19. In case of failure of any of the contractor to fulfill the targets, the rest of the quantities can be given to the other contractors as may be decided by the employer.
20. In case of any delay or failure on part of the transporter to transport the material in time the work will be got done by the other party at the risk and cost of the transporter and the extra expenditure so incurred for completing the job will be realized from the contractor's bill / Security Deposit.
21. Apart from the above the contractor is bound by the Special and General Conditions of the Contract of HEC Ltd., Ranchi which may be seen at web site of the Company at www.hecltd.com.

22. The Contractor will bring required and prescribed size and range of coal that he will deliver (prescribed size is +1" to 3"). Suitable penalties will be imposed and recovered as detailed below from the running bills of the contractor as per clause – 7 mentioned hereinabove in case of variation in the prescribed size.:

- i) Up to 15 % slack content of size less than 1", there will be no deduction on rubble coal delivered.
- ii) For every 1 % increase beyond 15 % in slack content of size less than 1" from average result of sieve analysis done at Gas Plant, deduction will be made @ Rs. 5.00 per MT for the total weight transported in the bill submitted for that particular period/week.
In the event the slack coal will be more than 25% including 15% as mentioned above, the employer shall be entitled to deduct cost of coal of total number of trucks/dumpers in the bill submitted for that particular period /weeks from the pending bills of the existing contract or from other bills of other contracts of the contractor and even then the claim of the employer is not neutralized than employer shall recover / realize its claim by other means as per law.
- iii) For oversize more than 3" there will be no deduction up to 10%. Deduction will be Rs.5.00 per MT for every 1 % increase in oversize for the total weight transported during the bill period/week. The contractor have the option of breaking to the size at his own cost with the help of his own labour at Gas Plant site in that event no penalty will be deducted for over size.
- iv) The size restriction shall not be applicable for ROM Coal.

Signature of tenderer

APPENDIX-I

**HEAVY ENGINEERING CORPORATION LIMITED
(A Government of India Enterprises)
FOUNDRY FORGE PLANT
MATERIALS MANAGEMENT DIVISION
P.O. DHURWA ; RANCHI – 834004**

PARTICULARS OF TENDERER

The tenderers are to furnish the following particulars :-

(A) In case of Individual: -

- (i) Name of Business.
- (ii) Whether his business is registered, if yes Registration No.
- (iii) Date of commencement of business.
- (iv) Details and magnitude of work of similar nature carried out during the last three years.
- (v) Copies of Audited Balance sheet of the Company for the last three years.

(B) In case of partnership firm : -

- (i) Name of Partners.
- (ii) Whether the business is registered, if yes Registration No.
- (iii) Date of establishment of firm.
- (iv) Details and magnitude of work of similar nature carried out during the last three years.
- (v) Copies of Audited Balance sheet of the Company for the last three years.

(C) In case of joint stock Companies: -

- (vi) Name of the Company.
- (vii) Amount of paid up capital.
- (viii) Name of Directors.
- (ix) Date of registration of the Company and Registration No.
- (x) Copies of Audited Balance sheet of the Company for the last three years.
- (xi) Details and magnitude of work of similar nature carried out during the last three years.

Signature of tenderer

APPENDIX-II

**HEAVY ENGINEERING CORPORATION LIMITED
(A Government of India Enterprises)
FOUNDRY FORGE PLANT
MATERIALS MANAGEMENT DIVISION
P.O. DHURWA ; RANCHI – 834004**

DECLARATION OF TENDERERS EXPERIENCE AND CAPACITY

To

The Sr. Dy. General Manager I/c (MM),
Foundry Forge Plant, HEC Ltd.,
P.O. Dhurwa, Ranchi -834004

Sir,

I / We hereby declare that I/ We have carried out successfully works of type and magnitude similar in nature to the work contained in this tender and have adequate organization and experienced personnel to handle this type and magnitude of work.

Yours faithfully,

Signature of Tenderer

APPENDIX-III

**HEAVY ENGINEERING CORPORATION LIMITED
(A Government of India Enterprises)
FOUNDRY FORGE PLANT
MATERIALS MANAGEMENT DIVISION
P.O. DHURWA ; RANCHI – 834004**

DETAILS OF WORKS OF SIMILAR TYPE AND MAGNITUDE CARRIED OUT

S No	Full particulars of similar work carried out during the last three years.	Value of work (in Rs.)	Quantity (in MT)	Name & Address of firms for whom work was carried out	The nature of the association of the tenderer with the contractor who received work shall be furnished in this column.	Remarks

Work executed in the name of tenderers: -

If Work is executed by the tenderers not in the name of the tenderer, but in different name of partners. Then[Name of the partner(s) to be given here]

Note :.

(A) Separate sheets may be used if required for giving the details in the proforma mentioned above.

(B) The break up for each Sl. No. above should be indicated in separate sheets. The sheets shall be duly signed and stitched to the tender. .

Signature of the Tenderer.

APPENDIX-IV

**HEAVY ENGINEERING CORPORATION LIMITED
(A Government of India Enterprises)
FOUNDRY FORGE PLANT
MATERIALS MANAGEMENT DIVISION
P.O. DHURWA ; RANCHI – 834004**

**DETAILS OF TRUCKS / DUMPERS AVAILABLE WITH THE TENDERER FOR
USE IN THIS WORK**

S I	Description and type of Truck/ Dumpers.	Carrying Capacity	Size	Registration Number of Vehicles	Remarks

NOTE :

(A) A separate sheet may be used if required for giving the details in the proforma mentioned above. The sheet shall be duly signed and stitched to the tender.

(B) Ownership Books and valid permits of each vehicle owned shall have to be provided if called for before the acceptance of the tender.

Signature of the Tenderer.

APPENDIX-V

**HEAVY ENGINEERING CORPORATION LIMITED
(A Government of India Enterprises)
FOUNDRY FORGE PLANT
MATERIALS MANAGEMENT DIVISION
P.O. DHURWA ; RANCHI – 834004**

To

The Sr. Dy. General Manager I/c (MM),
Foundry Forge Plant / HEC Limited
P.O. Dhurwa, Ranchi-834004

Sir,

I / We declare that none of my / our near relative (wife, husband, parents, grand parents, children, brother and sisters, uncles, aunts and cousins and their corresponding in-laws) is employed in the Heavy Engineering Corporation Limited, in the executive cadre in Accounts, Purchase, Stores or any other areas of the Company.

Yours faithfully,

(Signature of Tenderer)

APPENDIX –VI

**HEAVY ENGINEERING CORPORATION LIMITED
(A Government of India Enterprises)
FOUNDRY FORGE PLANT
MATERIALS MANAGEMENT DIVISION
P.O. DHURWA ; RANCHI – 834004**

To

The Sr. Dy. General Manager I/c (MM),
Foundry Forge Plant / HEC Limited
P.O. Dhurwa, Ranchi-834004

Sir,

I.....of M/s.

do hereby give an undertaking on behalf of my workers engaged by me / myself during the tenure of the contract entrusted to me vide no. _____ - _____ dated. _____ w.e.f _____ to _____ for the good conduct while execution of the aforesaid contract.

It is also certified that any lapse regarding conduct on my / my employees part during the tenure of the above contract, I will be accountable for punishment as deemed fit as per the rules and provisions laid down by HEC Management from time to time.

Signature of the Contractor

For & on behalf of M/S _____

SCHEDULE-“A”

HEAVY ENGINEERING CORPORATION LIMITED
(A Government of India Enterprises)
FOUNDRY FORGE PLANT
MATERIALS MANAGEMENT DIVISION
P.O. DHURWA ; RANCHI – 834004

SCHEDULE OF WORK AND QUANTITY FOR THE WORK “HANDLING AND TRANSPORTATION OF STEAM/ROM COAL FROM THE COLLIERIES OF M/S. CCL - -----(NAME TO BE MENTIONED)-----TO FFP RANCHI - 834004.

Contract Period:- 24 Months from the date of the award of the Work

Sl	Description of work	Unit	Approx. Qty for two years	Basic Rate/MT for trucks		Basic Rate /MT for dumpers		Amount in Rs.	
				In fig	In word	In fig	In word	For Trucks	For Dumpers
1	Loading from direct bunkers of Steam/ROM Coal at Pit heads of Collieries of M/s. CCL and transportation at FFP, HEC Ltd. Ranchi.	MT							
2	Unloading of the above coal from the trucks / dumpers in and around Gas Plant /FFP and stacking where necessary as directed by HEC representative.	MT							

N.B.

i) The break up for each Sl. No. above should be indicated in separate sheets.

Loading is done directly from the bunkers at the pit Heads / C.H.P.

- **Rate for each colliery is to be quoted separately for each colliery with breakup as given in the above table.**

Signature of the Tenderer.

SCHEDULE-“B”

SCHEDULE OF WORK AND QUANTITY FOR THE WORK “HANDLING & TRANSPORTATION OF STEAM/ROM COAL FROM THE COLLIERIES OF M/S. CCL -----(NAME TO BE MENTIONED)----- TO FFP RANCHI - 834004.

Contract Period:- 24 Months from the date of the award of the Work

S l	Description of work	Unit	Approx Qty for two years	Basic Rate/MT for trucks		Basic Rate /MT for dumpers		Amount in Rs.	
				In fig	In word	In fig	In word	For Trucks	For dumpers
1	Loading of Steam/ROM coal (as per D.O. from CCL) of size ranging from 25mm(min.) to 75 (mm) max at Pit heads of the colliery into trucks / dumpers by Pay loader	MT							
2	Transportation of above coal by road from any place of the collieries of Central Coalfields Ltd., of M/s. Coal India Ltd. to FFP Ranchi 834004.	MT							
3	Unloading of the above coal from the trucks / dumpers in and around Gas Plant /FFP and stacking where necessary as directed by HEC representative.	MT							

N.B.

The break up for each Sl. No. above should be indicated in separate sheets

- **Rate for each colliery is to be quoted separately for each colliery with breakup as given in the above table.**

Signature of the Tenderer.

Details of IEM (Independent External Monitors)

- (1) Shri Hem Kumar Pande, IAS (Redt.)
S-318 (First Floor),
Panchsheel Park, New Delhi-110017
E-mail: hempande@nic.in

- (2) Shri Anil Kumar Dutta,
Ex-Director, DFFCCIL & Ex-Advisor (Vig), Railway Board,
303/2-B, Railway Officers Colony,
Chemsford Road, New Delh-110055
E-mail: anil_k_in@yahoo.com

< Non Judicial Stamp Paper of Rs.100 >

INTEGRITY PACT

Between

Heavy Engineering Corporation Limited (HEC) hereinafter referred to as “**The Principal**”,

And

===== hereinafter referred to as “**The Tenderer/ Contactor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for =====The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Tenderer(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint an Independent External Indian Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1.) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Tenderer(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Tenderer(s) the same information and will not provide to any Tenderer(s) confidential / additional information through which the Tenderer(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Tenderer(s)/ contractor(s)

- (1) The Tenderer(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Tenderer(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b. The Tenderer(s)/ Contractor(s) will not enter with other Tenderers into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Tenderer(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Tenderer(s)/ Supplier(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Tenderer(s)/ Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Tenderer(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Contractor"s shall be disclosed by the *Tenderer(s)/ Contractor(s)*. Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. **Copy of "Guidelines of Indian Agent of Foreign Supplier's attached as Annexure-A.**
 - e. The Tenderer(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Tenderer(s)/ Contractor (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3- Disqualification from tender process and exclusion from future contracts

If the Tenderer(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Tenderer(s)/ Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Tenderer(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Tenderer declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Tenderer makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Tenderers / Contractors / Sub Contractors

- (1) The Tenderer(s)/ Contractor(s) undertake(s) to demand from all sub suppliers a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Tenderers, Contractors and Sub Contractors.
- (3) The Principal will disqualify from the tender process all tenderers who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Tenderer(s) / Contractor(s) / Sub Contractor(s)

If the Principal obtains knowledge of conduct of a Tenderer, Contractor or Sub Contractor, or of an employee or a representative or an associate of a Tenderer, Contractor or Sub Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

- (1) The Principal appoints competent and credible Independent External Indian Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, HEC.
- (3) The Tenderer(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor . The Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub suppliers. The Monitor is under contractual obligation to treat the information and documents of the Tenderer(s)/ Contractor(s)/ Sub Contractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, HEC within 8 to 10 weeks from the date of reference or intimation to him by the *Principal* and, should the occasion arise, submit proposals for correcting problematic situations.

- (7) Monitor shall be entitled to compensation on the same terms as being extended to /provided to Independent Directors on the HEC Board.
- (8) If the Monitor has reported to the Chairman HEC, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Chairman HEC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Tenderers 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of HEC.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Ranchi in the sate of Jharkhand in India.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal) (For & On behalf of Tenderer/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open Tender and Limited Tender. An agent who is not registered with SAIL/HECL Plants/Units shall apply for registration in the prescribed Application - Form.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the principal to the agent before the placement of order by SAIL/HECL Plants/Units.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/representatives in India, may be paid by SAIL in Indian Rupees only. HECL
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.



- 2.2.2 The amount of commission/remuneration included in the price (a) quoted by the Tenderer for himself.
- 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/remuneration, if any, reserved for the Tenderer in the quoted price (a), may be paid by ~~S&L~~ ^{HECL} in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items .
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission /remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph-2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by ~~S&L~~ ^{HECL}. Besides this there would be a penalty of harming business dealings with ~~S&L~~ ^{HECL} or damage or payment of a named sum.

HECL
