



HEAVY ENGINEERING CORPORATION LTD.
(A GOVERNMENT OF INDIA ENTERPRISE)
BRANCH OFFICE, KOLKATA

Tender no. KOL/BO/Cont/RT/Fuel Tanker (R) / (2021-22)/05

Date: 23.11.2021

To,
M/s

Sub: Open Tender for Annual Rate Contract for transportation of Furnace Oil (F.O) by Road from EX Works Haldia Depot (BPCL/IOCL/HPCL) to HEC Ltd/ Ranchi through Fuel Tanker

Sir,
Sealed tenders are invited from bonafide and experienced for Fuel Tankers Transport Contractors of repute to act as our Transport Contractor for transportation by road of our between from Ex works(BPCL/IOCL/HPCL) at Haldia Depot to HEC Ltd/ Ranchi by Fuel Tanker (s) for a period of one(01) year. The tender documents comprising of the following are enclosed:-

1. Instruction to Tenderers
2. Schedule of Charges
3. Special Conditions of Contract & General Condition of Contract

Sub: For transportation of Furnace Oil(F.O.) by Fuel Tankers from Ex-works Haldia Depot(BPCL/IOCL/HPCL), West Bengal to HEC Ltd/ Ranchi Jharkhand	16 T/18 T /20 T/24 T Fuel Tanker per consignment
Quantity	Fuel Tanker as and when required basis for a period of one(01) year

The offers should be submitted in two parts in separate envelopes:

Part I - Technical and commercial bid

Part II - Price bid

Both the envelopes are to be kept in one envelope and name and number of the tender should be clearly subscribed on the envelopes.

Part I will consist of all documents as mentioned in the tender document, General Conditions of the Contract and Special Conditions of the Contract. Along with Appendix I, II, III duly filled and signed un-priced copy of the price bid is to be submitted in Part I marking 'xxxxx' where price has been quoted.

Part II will consist only of the price bid **'in the prescribed format'** only

Tender Fees : Rs. 100/- Non-refundable

Earnest Money : Rs. 5,000/-

Security Deposit : not more than 10% of contract value.

Last date of purchase of tender document : 21.12.2021 (Upto 12 noon)

The Last date of submission of tender document: 22.12.2021 till 2 pm

Tender opening date:22.12.2021, 3 pm

Earnest Money Deposit of Rs. 5000.00 in form of Demand Draft/Banker's Cheque/Pay Order of any RBI approved Bank in favour of "Heavy Engineering Corporation Limited, Kolkata-700016" payable at Kolkata only. Exemption from deposition of Earnest Money for Small Scale Industries (SSI) or any other category will be as per prevailing Government guidelines on production of documentary evidence in its support.

Tender documents may be purchased from the office at 77 Park Street, Kolkata address on deposit of application fee through Cash or Demand Draft of Rs 100/- in favour of Heavy Engineering Corporation Ltd, payable at Kolkata. Tender document can also be downloaded from our website <http://www.hectd.com> and the same may be submitted along with separate demand draft as cost of tender.

Following authorized persons may be contacted for purchasing of Tender document :

Sri Abhijit Kayal, Dy Manager / Sri K. Pandey, Asstt. Mgr

Heavy Engineering Corporation Limited.

77, Park Street, Kolkata-700016.

The rates should be quoted both in figure and words. In case of difference between the two rates quoted in words will prevail.

AKW
23-11-2021

You are requested to submit your tender in the prescribed format specified in the tender documents so as to reach this office as per schedule above. The above tender will be opened at the office of the undersigned as specified above.

01. INSTRUCTION TO TENDERERS

1. Please study carefully the "Special Conditions" and the "General Conditions of the Contract".
2. Please visit the Ex Works at Haldia Depot (BPCL/IOCL/HPCL) and acquaint yourselves with the areas where work is to be done, if the contract is awarded to you. The Department Officers of the Corporation at Kolkata will assist you in this regard.
3. Fill in the rates carefully, both in words and in figures, and in the Ink or in Typewriting in the Schedule of Rates pertaining to this Tender Form avoiding alteration/amendments and affix your signature and date on completed forms. The Contractor should note that in case of any discrepancy between rates shown in the figures and words, rates shown in words shall be considered. No erasing is permissible and any change should be noted over the signature of the tenderer.
- 4a.) Each tenderer is required to deposit at Manager /BO/KOL at Heavy Engineering Corporation Ltd, Kolkata - 16 a sum specified in cash/demand draft towards earnest money along with tender as per Para 4(a) of the "Special conditions of the contract".
- b) Each tender shall be accompanied by a factual statement giving the particulars as per Clause 4 (b) of the "Special conditions of the contract" with complete data of the vehicles owned by the tenderer.
- c) Earnest money deposited by the Tenderer as per clause no. 4 (a) above will be converted to Security deposit against Contract awarded to the successful tenderer.
5. The following are to be attached with the complete tender forms.
 - i) Earnest Money documents vide Para -4(a) of Special Conditions of Contract
 - ii) Factual statement, vide Para 4(b) of Special Conditions of Contract giving true and complete details against each item.
 - iii) Acceptance of the terms and conditions stipulated in the tender documents by the tenderer. With their quotations, the tenderers shall sign all specifications; General Conditions of Contract, Special Conditions of Contract, Schedule of rates etc supplied along with the tender document sets. The signature on the tenders schedule alone shall be considered as acceptance of all schedule rates, specific action and General conditions of Contract and special conditions of contract etc. forming part of the tender document
 - iv) Previous experience of the tenderer as Transport Contractor of Central, State Govt. Dept. and Government Undertaking furnishing their Contract No. Details of works and magnitude carried out by the Tendered, Name & address of those Central, State Govt. Dept and Government Undertaking mentioning name & designation of their official to whom reference can be made regarding their experience and performance. Apendix I.
6. Enclose the complete tender form and all documents as per Para – 5 above in sealed cover clearly superscribed with "Tender for Road Transportation by Fuel Tanker from Ex-Works Haldia Depot(BPCL/IOCL/HPCL) to HEC Ltd/ Ranchi". Sealed tenders super scribed as

AKW
23-11-2021

above may be sent by registered post so as to reach the Manager/BO/KOL, at Heavy Engineering Corporation Ltd, 77, Park Street, Kolkata – 16 on or before 2 pm on the scheduled date.

A tender received after 2 pm on the specified date is liable to rejection. Local Tenderers may submit the tender in the tender box of the Branch Office, Heavy Engineering Corporation Ltd, 77, Park Street, Kolkata – 16 on or before 2 pm on the specified date. Tenders will be opened at 3pm on the same date.

7. Each tender shall contain the Name, residence and place of the business of person or persons making the tender, nature of Firm and shall be signed by the Tenderer with his usual signature and stamp/office seal. Tenders by partnership firms shall be signed with the partnership name by one of the partners or duly authorized representatives, a Power of Attorney in that behalf shall accompany the tender. An attested copy of the latest partnership deeds in case of partnership firms, Memorandum and article of Association in case of public/private Ltd Company shall be furnished along with tender. Full name of the partners along with their addresses may also be furnished.
8. The Corporation reserves the right to reject any tender without assigning any reason thereof and separate communication will not be sent to any unsuccessful tenderer.
9. **No claim for revision of the rates in the rate of labour, equipment, running cost etc in the General Conditions of work shall be entertained by the Corporation during one year of contract .**
 - a) After one year, escalation/de-escalation may however, be considered in case of any statutory increase/decrease in price of fuel and lubricants as per our existing formula. The basis of the calculation for escalation of rates of fuel will be considering fuel cost as 40% of the total freight charges as per the norms of the Corporation. Escalation will be considered with respect to the price of fuel on base date, which is date of the work order as per rates indicated in www.mypetrolprice.com. In the event of decrease of fuel price, the freight rate will also decrease correspondingly.
 - b) Escalation/de-escalation will be freezed and fixed for another one (01) year on mutually agree basis. Escalation/de-escalation may be considered only after one (01) year from placement of work order during lifting /loading of material.
 - c) Transporter/Agency either agreed with same rate and same terms and conditions or Escalation/de-escalation with same rate that will be decided upon mutually agreed between Transporter and HEC .
 - d) Formula for escalation/de-escalation: Considering fuel as 40% of freight
$$\text{Escalation /de-escalation (X) \%} = \frac{(\text{Hiked fuel rate} - \text{basic rate}) \times 0.40 \times 100}{\text{Basic Rate}}$$
 - e) **Escalation /de-escalation per MT per consignment (Y)=(X) x40% (considering fuel cost as 40% of the total freight charges)**
10. The Transport Contractor will provide the vehicle details (Registration Certificate) and driver details after each requisition of Corporation for placement of vehicle,
11. The quotation offered by the Tenderer should be valid for acceptance for a period of **6 months** from the date of opening of Tender. If the Tenderer shall withdraw or amend the quotation /offer before expiry of the above period without the consent of the Company in writing, the earnest money furnished by him will be liable to be forfeited in full.
12. The Contractor will deliver the stores/material to the consignee within 5 days on receipt of challan. If the Contractor fails to deliver the stores/material to the consignee within the stipulated time, the Corporation, without prejudice to his other rights, shall take action as detailed below:

AKW
23-11-2021

- a) To recover from the contractor for any loss which the Corporation may sustain due to failure in delivering the consignment(s) within above stipulated period. And
- b) To get the transportation work executed by any other contractor without notice at his risk and cost. In the event of such action being taken by the Corporation, the contractor shall be liable to pay liquidated damages as above and any other loss which the Corporation may have incurred on this account.

13. **PENALTY:**

The Contractor will deliver the stores/material to the consignee within 5 days on receipt of challan. If the Contractor fails to deliver the stores/material to the consignee within the stipulated time, the Corporation, without prejudice to his other rights, shall impose a penalty as detailed below:

- a) In case of failure to deliver the consignment as per the above schedule the contractor shall have to pay penalty as per norms of the Corporation .

14. Shortage Allowance : All receipts shall be by weightment done at the factory and the same shall be final and binding. Shortage will be calculated as per formula below

Shortage in Volume in Lts= $\frac{(X) \text{ Nett Weight recorded at filling Terminal} - (Y) \text{ Nett Wt. Recorded at Our company weighbridge}}{(Z) \text{ Density of Oil recorded at our Lab.}} = X-Y/Z$
Some losses may occur when handling, loading and unloading pumping in and pumping out of oil and evaporation loss .

15. **SAFETY & FITNESS**

- i) Fitness Certificate of the Vehicles: All the vehicles provided by transporter, whether owned / hired, shall meet all the parameters prescribed by the Transport Authority in respect of safety and fitness. All the facilities shall be working properly like batteries , brakes, headlights and hand brake etc.
- ii) The age of the above Fuel tanker quoted should not be more than 15 years as on date of publishing tender from the date of first registration.
- iii) Fuel tanker quoted must have valid license from Petroleum Explosives Safety Organization (PESO) as on closing date of tender.

In case any Fuel tanker quoted by the bidders are found to be more than 15 years old as on date of publishing tender from the date of first registration or not having valid license from Petroleum Explosives Safety Organization (PESO) as on closing date of tender , then such bidder will be rejected

16. Eligibility Criteria:-

- a) The Agency must have executed similar nature of works under Government or reputed organization. Please submit documentary evidence in support of the same.
- b) Should have Valid PAN CARD & GST Registration (copy to be enclosed).
- c) Should have valid proper License and RC and Permit of a vehicle as a Transporter (copy to be enclosed).

AKW
23-11-2021

Appendix I

Tender no. :
Tenderer must fill in the undernoted columns

Sl no.	Full particulars of similar work undertaken by the transporter	Approx. tonnage handled	Period of Contract	Name & address of the authorities for whom work was carried out

Signature

Name of the tenderer
Seal

.....

Appendix II

Tender no. :
Tenderer must fill in the undernoted columns

Details of Vehicle Owned:

Sl. No	Type	Capacity(Tonnage)	Registration No	Details of Permit	Name of Owner
1	Fuel Tanker				

Signature

Name of the tenderer

Seal

Page 5 of 16

AKV
23-11-2021

Appendix III

Tender no. :

The contents of the tender i.e. Technical & Commercial Bid have been read and understood by us. We accept the terms and Conditions of the contract in full, as laid down in the Tender document.

Signature

Name of the tenderer

Seal

Handwritten signature 'AKV' and date '23-11-2021' written in blue ink.

02.SCHEDULE OF CHARGES QUOTED BY TENDERER FOR TRANSPORTATION BY FUEL TANKER FROM Ex WORKS ,HALDIA DEPOT(BPCL/IOCL/HPCL) TO HEC Ltd/ RANCHI

Price Bid Format for Fuel tanker

- | | <u>Rate per Ton</u> |
|---|---------------------|
| 1. Transportation of materials | |
| a) Chargeable weight 16 T/18 T /20 T/24 T | |
| 2. Detention Charges per Fuel tanker | |
| a) Chargeable weight 16 T/18 T /20 T/24 T | |
| 3. Prevailing Fuel Rate considered: | |
| 4. In case of any accident, total expenditure towards re-packing, un-loading & loading of material, if required | |

N.B.

- i) **The above rates are inclusive of all charges and incidental expenses enroute except GST. Proof of payment of GST is required to be submitted to us (if applicable) .**
- ii) Loading of Consignment (s) in Fuel Tanker shall be arranged by Heavy Engg. Corpn.Ltd. and unloading of Fuel Tanker will be arranged by the Consignee.
- iii) While deciding L1 firm, prominence will be given to the total quoted rate in Price Bid(for SI no 01).

SCOPE of WORK

1. The road transportation work includes among other things following items of work also.
 - i). Placement of suitable Fuel Tanker in the loading/ collection point at schedule time and date as per order/ requisitions of the Corporation
 - ii) Special care should be taken for placement of fuel tanker. The transporter should ensure the placement of the vehicle at the loading point positively on the day intimated by the Corporation, as delay in dispatch of the materials will result in heavy loss. If the transporter fails to place the vehicles within specified time, penalty as per clause no. shall be deducted from the transporter's bills.
- 2.The contractor will place their Fuel Tanker at loading point on the date and time as instructed by the Corporation and the Fuel Tanker will be released by the Corporation after loading at any such places. The Fuel Tanker will be placed by the contractor at the loading point within given time on that date as per requisition of the Corporation; otherwise the Corporation will not be responsible, if the Fuel Tanker is returned empty.
- 3.Detention charges at the loading point will be paid after expiry of 24 hrs (excluding date of reporting and loading). Detention charges for the detention will admissible only on the certificate endorsed on the receipted challan by the consignee stating clearly the placement and disposal time of the vehicle.

The contractor will place their Fuel tanker truck (s) to the consignee stores at destination on only working days for unloading. The consignee will release the trailer(s) after unloading .

AKV
23-11-2021

The Corporation/ consignee will not be responsible if the Fuel tanker truck(s) is/are placed to the consignee stores after 12 noon and not released on that date.

Detention charges at the unloading point will be paid after expiry of 24 hrs (excluding date of reporting and unloading). Detention charges for the detention at the consignee's end will be admissible only on the certificate endorsed on the receipted challan by the consignee stating clearly the placement and disposal time of the vehicle.

4. The consignments are covered by Insurance taken by the Corporation, the contractor, if he so desires, may have the consignments insured in his own interest at his cost without any additional expenses to the Corporation. Notwithstanding the above, the contractor is responsible for all eventualities while the consignment will be in the custody of the contractor for transportation thereof.

Signature of Tenderer

03.SPECIAL CONDITIONS COVERING THE TENDER FOR ROAD TRANSPORTATION AND GENERAL CONDITIONS OF CONTRACT WILL BE READ AS PER HEC'S GENERAL CONDITIONS OF CONTRACT

PRELIMINARY DEFINATIONS AND INTERPRETATIONS

DEFINITION & INTERPRETATION

- A) In these conditions of contract, unless there is anything repugnant in the subject of context :-
- i) "Chairman-cum-Managing Director" means the Chairman-cum-Managing Director of the Corporation and include any Director of the Corporation.
 - ii) "Contract" includes these General Conditions of contract, the Special Conditions of contract, the contract agreement and the documents constituting the tender and the acceptance thereof and further commitment by way of correspondence, if any.
 - iii) "Contractors" means any person or persons, firm of Company who enters into the contract with employer and includes the executor, administrators, personal representatives, successors and permitted assigns of such contractor.
 - iv) Corporation means the Heavy Engineering Corporation Ltd., having its Registered Office at Plant Plaza Road, Post Office – Dhurwa, District – Ranchi in the state of Jharkhand in the territory of India and shall where the context so admits include its successors and assigns.
 - v) "Documents" includes part of a document.
 - vi) "Employer" means the Corporation and includes all directors for the time being of the employer, the Manager or any other person empowered in this behalf by the employer to discharge all or any of its functions.
 - vii) "Director" means a full time director of the Corporation.
 - viii) "Work" means the work to be executed in accordance of the contract

AKV
23-11-2021

- ix) The expressions "In writing" or "written" shall be constructed as including references to printing, lithography, photography & other modes of representing or reproducing works in a visible form.
- x) Words in the singular shall include the plural and vice versa, where the context so required; and.
- xi) "Excepted Matters" means those matters within which are reserved for the decision of the Director and over which the Director has given his decision

B) All heading of the clauses of these conditions of contract or of and to any other contract document are solely for the purpose of giving a concise indication and not a summary of the contents thereof and they shall never be deemed to be part of these or to be used in interpretation or construction thereof of the contract.

- 1) The Tenderer is requested to signify in writing, acceptance of terms and conditions laid down in (i) these "Special Conditions" and (ii) the "General Conditions of Contract" applicable to all Contracts placed by the Heavy Engineering Corporation Ltd. To the extent that they are not modified or superseded by any provisions contained in these Special Conditions.
- 2) The work involves transportation of FO by Fuel tanker as detailed in the enclosed schedule of rates
- 3) The Tenderer will quote separate rates, in figures and in words against each item of work to be done for each destination. The Tenderer will attach the same to the Tender, and in the form enclosed. Failure in this regards is likely to disqualify the Tender.
- 4a) Each Tenderer is required to deposit at Heavy Engineering Corporation Limited., 77, Park Street, Kolkata-16 the sum , (as indicated in the tender), in cash/Demand Draft towards earnest money along with the tender.
- b) Each Tender should be accompanied by a factual statement giving the following particulars:-
 - i Name of the Tenderer.
 - ii Address of the place of Business:
 - iii Status of the Firm e.g. Public Limited Company or Private Limited Company or Registered Partnership concern or Joint Family concern of Proprietary concern.
 - iv) IT return and balance sheet (last 03 years)

Note: - The name of the Chairman and the Managing Director should be furnished in the case of the Registered Ltd., Company or of the Partnership and their address in the case of partnership concern or a Joint Family concern or name of the proprietary of a proprietary firm.

- iv A Statement indicating whether the firm is registered as a contractor with Government Department, Local Bodies or Government Undertaking. If so, authority with who registered when registered and class of registration should be mentioned together with Name and Address of the Concern.

- v) Details of Vehicle Owned:

Sl. No	Type	Capacity (Tonnage)	Registration No	Details of Permit	Name of Owner
1	Fuel Tanker				

AKW
23-11-2021

Blue Books and valid permit of each vehicle owned shall have to be produced before the Manager/BO/KOL, Heavy Engineering Corporation Ltd./Kolkata-16, if called for before acceptance of the Tender.

Note: - Non-submission of this factual statement will render the tender liable for out - right rejection.

- vi Name and address of the persons of status preferably senior officers of a Government Department, Local Body of Government Undertaking to who reference can be made regarding the firm experience and performance.
- 5) Tenders containing erasures or over-writing in the Tender documents will not be considered. Alterations if considered necessary by the Tenderer, should be made by neatly scoring through the incorrect entry and making the fresh entry neatly, attested by the full signature of the Tenderer.
- 6) The tenderer is expected to have inspected all the concerned sites and acquainted himself with local working conditions particularly, the various roads, routes, paths, store-yards etc. before quoting for this work.
- 7) No claim from the contractor will be entertained either in respect of extra cost incurred by him or any damage etc. sustained to his vehicle or other property or where the roads or paths are motorable or not motorable.
- 8) In case, during the contractual period, the normal route is interrupted due to natural calamity and any diversion if necessary for the transport of the materials as entrusted by the employer, the contractor shall be at liberty to obtain prior order either from the Manager, Heavy Engineering Corporation Ltd., Kolkata-16 with regard to the route and/ or method of transport at the rates to be mutually agreed upon.
- 9) The successful Tenderer should furnish to the Manager /BO/KOL proof of possession of vehicle and Fuel Tanker etc. with their Blue Books/ and or valid permits prior to the acceptance of his tender.
- 10) The Corporation, reserve the right to initiate parallel contracts with any contractor, as it may be deem necessary for the entire or part of the work for transportation.
- 11) a) The Corporation reserves the right to reject any or all the tenderers without assigning any reason for doing so.
b) The earnest money as indicated should be deposited by the Tenderer at the time of submission of his tender will be converted to **Security Deposit** against the contract which will be awarded to the successful Tenderer and the balance amount towards security deposit will be deposited by the contractor **within 10 days** from the date of receipt of the acceptance of tender by the employer.

Note: No interest will accrue in respect of such deposit.

- b) On due performance and completion of the work under the contract in all respect the **Security Deposit** will be returned to the contractor without any interest on presentation of an absolute "NO DUE CERTIFICATE" in the prescribed form to the Manager/BO/KOL Heavy Engineering Corporation Ltd., Kolkata-16 and upon return, in good condition without any loss/ damage of property belonging to the Corporation. In case of any breach of terms and conditions of the contract by the contractor, the Corporation shall be entitled to forfeit the said security deposit, in addition to any other right of the Corporation to claim damages for any loss suffered, as per provisions contained in clause of the "General conditions of the Contract Annexed"
- c) **Security Deposit (SD)** will be 10% of contract value . The Earnest Money will be converted in Security Deposit (SD) for the successful tenderer . SD to be deposited in the form Demand

AKD
23-11-2021

Draft in favour of "Heavy Engineering Corporation Limited, Kolkata-700016" payable at Kolkata only. On completion of the contract, 50% of the SD shall be refunded to the contractor on his request which shall be payable within 30 days and the balance 50% will be retained as security against inaccuracy, omissions, shortcomings, quality deficiencies etc.

d) Earnest money of the unsuccessful bidders will be refunded after finalization of the contract on receiving a written request from the bidders.

12) (i) Instruction will be issued by the Corporation or any Officer authorized in its behalf giving particulars of the Cargo and Consignments to be transported, names of the CFS and place of delivery or dispatch etc. along with relevant documents, whenever available.

(ii) If and when any expenses such losses due to failure to place Fuel Tanker / by the contract on or at loading point(s) on the date & time as per requisition of the Corporation or failure to exercise care, diligence and economy by the contractor to ensure safety, safeguard against any delay /damage/ breakage/ loss or materials during transportation, the Branch Manager/ HEC. Ltd./Kolkata or his Nominee can after giving the contractor an opportunity to explain, at his discretion, require the contractor to reimburse the Corporation with the whole or any Part of such losses and expenses as aforesaid. The assessment of losses and the amount to be reimbursed by or recovered from the contractor bill determined by the Manager/BO/KOL Heavy Engg. Corpn.Ltd., or his Nominee, Actual Losses incurred by the Corporation for the failure on part of the Transporter to place vehicle as per our requisition on the same to be fixed as detention charges payable per day per Fuel Tanker/ whichever is higher will be deducted from the Transporter's Bills. In case however, the contractor is not satisfied with the decision of the Manager/BO/KOL, Heavy Engg. Corpn. Ltd./Cal-16., or his Nominee, the matter may be referred to the higher management .

13) FORCE MAJEURE

Neither the Company nor the transporter shall, in any way, be held liable for non performance either in whole or in part of this agreement or for any delay in the performance thereof in consequence of the following:

- 01.Declared Strike / Bandhs
- 02.Lockout
- 03.Natural Calamities
- 04.Decrees of any Government or Governmental Authority.
- 05.Revolution
- 06.Wars
- 07.Acts of enemies of the state.
- 08.Riots

Any reason other than the above will not be considered as force majeure condition. Any such event which is Force Majeure, wherever it occurs, provided that it prevents, affects or relays the parties in performing contractual obligation shall justify the affected parties claim of Force Majeure

14) IF THE CONTRACTOR SHALL AT ANY TIME

- i. Become Bankrupt or insolvent or
- ii. Make any arrangement with, or assignment in favour of his creditors or agree to carry out the contract under a committee of inspection of his creditors or.
- iii. Being a company of 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 in respect of this contract or.
- v. Assign or subject the contract or any part thereof to any other party or.
- vi. Abandon the contractor.

AKV
23-11-2021

- vii. Persistently disregard the instructions of the concerned authorities of the Corporation or contravenes any provisions of the contractor.
- viii. Fail to adhere to the program giving by the Corporation's Officer or
- ix) Fail to take steps to employ competent or additional staff and labour as required and instructed by the concerned officer in writing, or
- x) Promise, offer or give any bribe or commission or gift or advantage, either himself or through his partner, agent or servant, to any Officer or employees of the Corporation.

Then in any of the said case, the Manager/BO/KOL, Heavy Engineering Corpn. Ltd., may, on behalf of the Corporation serve the contractor with a notice to that effect and if the Agent does not, within 24 hours after the delivery to him such notice, proceed to make good and carry on the work or employee with such directions, as aforesaid to the entire satisfaction of the Manager the Corporation shall be entitled after given to the contractor 24 hours notice in writing under the hand of Manager or any other officer authorized on this behalf, to remove the contractor from the whole or any portion or portions (as may be specified in such notice) of the work, without thereof waiving the rights under the contractor, or releasing the contractor from any of his obligations or liabilities under the contract and adopt any of the foregoing courses.

- a) Rescind the contract (on which a rescission notice in writing to the contractor under the hand of Manager or his authorized Officer shall be conclusive evidence) in which case, the security deposit or the contractor shall stand forfeited to recover from the contractor the cost of completing the work by another contractor.
 - b) Carry out the work, or any part thereof, by the employment of required transport, labour and materials from elsewhere and to debit the contractor with such costs, including incidental and supervisions charges the amount of the which as certified by the Manager shall be final and binding upon the contractor.
- 15) The contractor shall comply with the provisions of the payment of wages Act, 1936 and the rules made there under in respect of all employee or workmen employed by him for the purpose of carrying out the contract.
 - 16) The contractor shall be responsible for safety of all employees or workmen employed by him on the work concerned with the contract and shall forthwith report to the Manager/BO/KOL Heavy Engg. Corpn. Ltd., all case of serious accidents to them or any of them how-so-ever caused and whatever occurring on the work, and shall make adequate arrangements for rendering aid to the victims of the Accident.
 - 17) The contractor shall comply with the requirements of the workmen's compensation latest Act, in so far as the workmen employed by him on the work connected with this contract is concerned.
 - 18) In every case in which by virtue of the provision of latest Act, the Corporation is obliged to pay compensation to workmen employed by the contractor in execution of work, the Corporation shall recover from the contractor the amount of the compensation so paid and without prejudice to the right of the employer under sub-section(2) of section-12 the said Act, the Corporation shall be at liberty to recover such amount or any part thereof by deduction from the security deposit or from any sum due from the Corporation to the Contractor whether under these conditions or otherwise.
- The Corporation shall not be bound to contract any claim mode against the under Sub-Section(i) of Section-(12) of the said Act, except on written request of the contractor and upon his giving the Corporation full security for all the costs for which the Corporation may be come liable in consequence of contesting the claim.
- 19) The contractor shall not employ children below the age of 12 years for any work connected with the contract.

AKW
23-11-2021

- 20) The acceptance of the Tender by the Corporation will constitute a valid contract between the Tenderer and the Corporation.
- 21) The Corporation can demand inspection of the equipments at any time before the contract is concluded or during the validity of the contract.
- 22) Now it is hereby agreed to by and between the parties as follows:
The contractor shall act, as transport contractor of the Corporation or transportation of materials (hereinafter referred to as the consignment) materials/stores meant for the projects of the Heavy Engg. Corpn. Ltd., as may be entrusted to the contractor from time to time.
- 23) The Officer or officers nominated by the Corporation will give, from time to time instruction with necessary documents as available to the contractor. Any decision on major issues of policy Matters regarding transportation work will however be given by the Manager/BO/KOL of the Corporation or by any officer authorized by him. The contractor shall maintain close liaison with the staff and Officers of the Corporation at Kolkata and carry out the Transportation work with diligence, economy and care to the best interest of the Corporation. The contractor shall at all time during the continuation of the said work.
- 24) The contractor should deliver the material to the consignee within 5 days from the time/date of issue of Challan to the contractor.
- 25) The rates for transport of the consignment shall be as given in the attached schedule for the due performance of the work as per terms of this contract and the schedule including the notes thereof which shall for integral part of this contract.
- 26) Whenever so instructed by any officer of the Corporation who may be authorized by the Manager/BO/KOL Heavy Engg. Corpn. Ltd., Kolkata in this regard, the contractor shall undertake the transportation of goods including such Act., deeds and things as are necessary of incidental there to whether expressly mentioned in this contract or not, without additional, remuneration.
- 27) The contractor shall exercise proper care in transporting of the consignment covered under this contract by his servants, agents or other employed or utilized by him in performing the above work and the contractor shall be responsible for any loss breakage or damage of the materials due to any cause what-so-ever while in his custody, or of servants, agents or other employed by him or during transporting and shall indemnify the Corporation against any such loss breakage or damage to the extent of the cost of the materials or part of the cost as assessed by the Corporation.
- 28) The contract shall not load any materials other than the Corporation's materials in the same Fuel Tanker.
- 29) The contractor agrees to provide the transport as asked for by the Corporation from the time to time within 24 hours of the intimation to him but, in case of emergency/urgent demand, the requisitions for the transport may be three hrs and transport should be arranged within the scheduled time as directed, this order or telephonic requisition shall be confirmed by requisition, in writing. In case of failure or comply with this provision the Corporation reserves the right to make other arrangements as deemed fit and recover from the contractor the loss, thus sustained.
- 30) The contractor will collect necessary documents relating to materials from the office of the Manager/BO/ KOL that is required to be transported by road.
- 31) The Corporation shall arrange escort to accompany the Fuel Tanker as and when considered necessary.
- 32) The contractor shall maintain separate accounts of goods transported under this contract and will furnish to the Corporation Statements of out turn of records at such intervals and in such manner as the Corporation may ask from time to time.

AKV
23-11-2021

- 33) The Transportation and correct delivery of every consignment(s) should be authenticated by qualified receipt on the Challan by the Consignee with his signature and office stamp. The Contractor's Bills for payment should always supported by this receipt.
- 34) If the contractor fails or neglects to observe and perform any of terms and conditions of this arrangements, the Corporation may, without prejudice to any other right if may have in this behalf terminate this contract by giving one month's notice in writing to the contractor and in that event shall be at liberty to forfeit the said security deposit.
- 35) If the partner or partners of the contractor's firm becomes insolvent of the firm is otherwise dissolved, this contract shall forthwith stand automatically terminated.
- 36) The contractor shall not without the Corporation's consent in writing assign or sublet the contract or any part thereof provided that any consent shall not absolve the contractor from any of the obligations and liabilities under this contract.

EXCEPTED MATTER INCLUDE.

- 37)
 - a) Matter arising during the executing of work and
 - b) Not specifically provided in the contract.
- 38) The contractor shall submit the bills in triplicate quoting therein the relevant work order numbers and duly supported by qualified receipted challans mentioned in Para 33 above and any other documents for arranging payment and the Corporation shall endeavor to settle the bills within a period of one month after receipt of clean and complete bills.
- 39) The contract will come into force with effect from the date of issue of letter of acceptance by the Manager/BO/KOL of the Corporation and will be valid for a period of One Year. If mutually agreed to the contract shall be extended to further period/periods as may be agreed upon.

THE ROAD TRANSPORTATION WORK SHALL ALSO COVER.

- 40)
 - a) Placing the Fuel Tanker at the loading point for road transportation the pkgs., to the destination as shown in the road transport challans. The vehicles shall be provided on the authority of a "Work Order" be issued by the authorized staff of the Corporation.
 - b) The contract or shall unleash the crane hooks and have the pkgs., in a suitable manner on the vehicle failing which the actual expenses incurred on this job shall be deducted from their bills.
 - c) The contractor shall arrange for necessary dock permit for their vehicle to enter into port area.
 - d) The contractor shall obtain necessary permit or authority from the Road Transport/Police authorities for the journeys to be performed.

AS TRANSPORTER/ CONTRACTOR:

- i) The contractor will take adequate steps to prevent loss or damage to any consignments entrusted to him for transportation under this contract. The contractor undertake to indemnify the Corporation against any loss due to negligence on this part, or diligence in transporting the goods covered by this contract or any other failure or breach of terms and conditions on his part contained in this agreement.

AKW
23-11-2021

- ii) If, expenses including demurrages are incurred on account of failure of the Contractor to supply vehicle at the places and time as per requisitions of the Corporation and failure to exercise due care diligence and economy on the part of the contractor, the Corporation may after giving the contractor an opportunity to explain, require him to reimburse the Corporation the whole or any part of such expenses.
- iii) **EXTRA TAX FORMALITIES:** In respect of Consignment carried by the contractor in their Fuel Tanker to destination, the contractor will get the requisite transport pass of the entry tax endorsed by the Entry Tax Authorities at the Check Post to the effect that the consignments loaded in the Fuel Tanker have been transported through the Entry Tax Check Post. The Transport pass duplicate will be returned to the Corporation failing which the amount of tax levied by the Entry Tax Authorities will be recovered from the Contractor.
- iv) The contractor shall maintain a separate account of goods /material transported under this arrangement and shall furnish/ to the Corporation statements/ reports at such intervals and in such manner as to Corporation may from time to time direct.
- v) The clear and clean bills for the work done shall be submitted by the contractor within 20 days after completion of each work in the manner prescribed from time by the Corporation. The Corporation shall submit the bills in triplicate accompanied by qualified challans duly receipted by the consignee. The Corporation shall check up and make payment of the bills of the contractor early provided the bills are clean and clear.
- vi) The contract will be in force normally for a period of one year subject to due performance according to the terms and conditions stipulated in the special conditions of the contract, General conditions of contracts, schedule of rates pertaining to tender documents set. Validity period of the contract may be extended beyond one year at the same rates terms and conditions. The contract may be terminated/cancelled in an exercise of the right reserved by the Corporation, the contractor shall not be entitled to claim any special or general damages for the Corporation on account thereof.
- vii) On the termination of the contract either by offloading or time or otherwise as provided in the contract, the contractor shall deliver to the Corporation all documents/consignment/ materials/ stores relating to the said contract which shall be in his possession or contract.

4. **Contract Period**

- > The contract, when awarded, shall be valid for ONE year and shall be reckoned from the date of LETTER OF ACCEPTANCE (LOA) / work order/ contract agreement.
- > The contract shall have provision for extension of the contract period at the same rates, terms & conditions subject to satisfactory performance of the firm, if mutually decided & agreed.

5. **Firm's Responsibility:** The firm will comply with the entire statutory obligation in connection with this work. All expenditure to meet the same shall be in firm's account. All tools and tackles related to the said works shall be arranged by the firm well in advance to execute the aforesaid work in time.

6. **Insurance**

Insurance for own men/ vehicle is to be borne by the Agency (bidder).

7. **Bid validity**

Bid shall remain valid for a period of six (06) months from the date of opening of the tender which may be extended for another three months, if required.

8. All other terms and conditions shall be governed as per HEC's General Conditions of Contract (GCC) (which can be downloaded from our website http://hecltd.com/download/tenders/WM_GCC_AnX-II.pdf), special terms of contract /and tender documents of HEC.

9. **Submission of Bills:** The firm shall submit the bills in triplicate within 20 days after completion of each & every quarter and duly supported by all relevant documents (i.e. work of placement of vehicle).

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23-11-2021

10. **Payment Terms:** The 100 % Payment through Cheque will be made to the agency/ firm by/ within 30 days after receipt of proper invoices/ bills (duly signed & stamped and along with all relevant documents).

11. **Paying Authority:** Assistant Manager (Finance) I/C, HQRs-Kolkata-Finance is the paying authority.

12. **Risk Purchase Clause :** If the contractor fails to execute the order within the stipulated period , the HEC can proceed ahead the risk & cost of the firm with out giving any notice .

13. **Legal Jurisdiction**

Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Ranchi High Court, Jharkhand (India) only.

The court(s) at Ranchi in the state of Jharkhand shall be exclusive Jurisdiction for all types of dispute(s) or differences that may arise between the parties.

For further details, please log on Heavy Engineering Corporation Limited [HECL] Web Site <http://www.hecltd.com>.

Yours faithfully
For & on behalf of
Heavy Engineering Corporation Ltd.

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23-11-2021
Manager/BO/KOL

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