

 एच॰ई॰सी॰ ISO 9001:2000	<b>HEAVY MACHINE BUILDING PLANT</b> <b>HEAVY ENGINEERING CORPORATION LIMITED</b> (A Govt. of India Enterprise) Ranchi – 834 004 (INDIA)
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Phone: 0651-2400921  
E-mail: [purhmbp@hecltd.com](mailto:purhmbp@hecltd.com)  
Web : [www.hecltd.com](http://www.hecltd.com)

### OPEN TENDER

Sub: E-tendering with E-price bids for Rate Contract of Transportation

Tenders are invited electronically through website. Tenders are to be submitted strictly as per guidelines furnished in the website of <https://etenders.gov.in> and hereunder:

### INSTRUCTION TO BIDDERS (ITB)

#### 1.0 Tender Summary :

Tender Ref No.	Enquiry No. PUR/HMB/23/968550/IS-6384 dated 07.11.2023	
Mode of Tender:	E tender with e price bid	
Tender Fee (To be submitted in the form of DD in favor of Heavy Engineering Corporation Limited, Payable at Ranchi)	<b>Rs.250.00</b>	
Earnest Money Deposit (EMD) (To be submitted in the form of DD / BG in favor of Heavy Engineering Corporation Limited, Payable at Ranchi)	<b>Rs.5,000.00</b>	
Type of tender	Two Bid tender (Open mode)	
Last date and time for on-line submission of tender	<b>28.11.2023</b>	UPTO 13 Hrs (IST)
Due date and time for on line opening of tender :	<b>29.11.2023</b>	AT 15 Hrs (IST)
Due date and time for online opening of Price bid of technically suitable firms	Will be intimated through e tender portal	
(Under unforeseen circumstances and if the due date falls on holiday, the tender will be opened on the next full working day at same time)		

Bidders are required to upload the bid along with all supporting documents including priced part (BoQ) only on the e-tendering website (<https://etenders.gov.in/eprocure/app>), on or before the due date and time for submission of bid.

NOTE: HEC reserves the right to extend / change the schedule of any activity by intimating the bidders through a notification on the e-tender portal.

**2.0 Contents of tender documents:**

1	Scope of Supply & NIT Condition	Annexure "A"
2	Techno-Commercial Terms and Conditions of NIT	Annexure "B"
3	Template for Price Bid/BOQ format for online	BOQ.xls

**3.0 Requirements for Vendors:**

- A) P.C. connected with internet.
- B) Registration with Service provider portal <https://etenders.gov.in>
- C) The vendor should possess a Class-II or Class III Digital Signature certificate (Mandatory). (Bids will not be recorded without Digital Signature Certificate.)
- D) Registration / Enrollment of Bidder on e-tender Portal of HEC: In order to submit the bid, the bidders have to get themselves registered online on the e-tender portal of HEC Ltd with valid Digital Signature Certificate (DSC) issued from any agency authorized by CCA and which can be traced up to the chain of trust to the Root Certificate of CCA. The online Registration of the Bidders on the portal will be free of cost and one-time activity only. The registration should be in the name of the bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

4.0 For **registration**, Submission procedure and method of correspondence etc. Please visit our website: <https://www.hecltd.com/> <https://etenders.gov.in> and click on the relevant link for help.

**5.0 Help for participating in e-tender:**

The detailed method for participating in the e-procurement are available in the website <https://www.hecltd.com> or <https://etenders.gov.in>. The bidders have to Log on to official website and then click on the specified links to start participating in the e-procurement process.

Bidders are also free to communicate with the contact person of the service provider to get all clarifications regarding the mode of the e-procurement process.

NB :

- (I) Please note that there is no provision to take out the list of parties downloading the tender document from the above-referred web site. As such, tenderers are requested to see the website once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.

(II) No separate intimation in respect of corrigendum to this NIT( if any ) will be sent to tenderers who have down loaded the documents from website. Please see websites i.e., <http://www.hecltd.com> or <http://www.etenders.gov.in>

6.0 The offer should be submitted (uploaded) strictly as per the terms and conditions and Procedures laid down in the website <https://etenders.nic.in> tender document failing which the offer is liable for rejection.

Bidders should download the complete NIT including the Annexure and read carefully before filling the details and uploading the documents.

7.0 The offers with any deviations to the NIT Terms and conditions shall be liable for rejection.

8.0 The bidder must upload all the documents required as per the terms of NIT. (Any other document uploaded which is not required as per the terms of the NIT shall not be considered.)

9.0 It may pleased be noted that E-tendering or e-procurement fall under the purview of the Information Technology Act 2000 and Information Technology ( Amendment) Act 2008 and other relevant acts and subsequent amendments if any ).

10.0 There will be no physical sale of the tender documents.

**11.0 PREPARATION OF TENDER DOCUMENTS :**

Tender is to be submitted in two bid system in the following manner and shall be submitted through electronic mode only:

a. Techno-commercial bid (Part 1) – The offer is to be scanned and uploaded in our portal consisting technical details

The commercial terms and conditions (as per annexure B). The format (Commercial sheet.xls) in excel format shall be downloaded and the same excel file duly filled by the bidder is to be uploaded while submitting the offer.. No price part is to be uploaded in this part

b. Part -II – Price-Bid/BOQ: This part of the offer should contain price portion .The format of Price Bid/BOQ which in excel format shall be downloaded by the bidder and rate offered by the bidder shall be filled in the excel file and uploaded the same excel file of e tendering system while submitting the offer.

The price bid/BOQ which is incomplete and not submitted as per the instructions given will be liable for rejection.

Note :

Bidders are requested to upload all the attachments /documents in one single PDF File in Other Important Documents (OID) or as indicated in the online instructions. For Example if more than one document is to be uploaded in support of Eligibility criteria or proveness criteria or any other requirement then bidder must prepare one single PDF file of all the related documents and then upload in the system in OID

### **Bid Opening Process is as below:-**

**Cover-I:** Technical bid opening date will be as per given dates. If any clarification is needed from the bidder about the deficiency in his uploaded documents in Cover-I, he will be asked to provide it through Short fall documents folder in e-tendering portal. The bidder shall upload the requisite clarification / documents within time specified by HEC, failing which tender will be liable for rejection.

**Cover-II:** The financial bids of the contractors / firms found to be meeting the qualifying requirements and technical criteria shall be intimated through portal. (Depending on Cover-I evaluation any changes in the date shall be intimated through e-tendering portal).

### **12.0 Disclaimer Clause:**

The Company (**Heavy Engineering Corporation Ltd.**) nor the service provider ([www.etenders.gov.in](http://www.etenders.gov.in)) is responsible for any failure of submission of bids due to failure of internet or other connectivity problems or reasons thereof.

### **13.0 Please read carefully before you quote: -**

Last date of Receipt of Tender Document: by 1:00 PM (IST) on 28.11.2023  
Due date of tender opening (Part 1 only): 29.11.2023 at 3:00 PM (IST)

1. Offer has to be quoted on FOR HMBP Stores, Ranchi basis. The rate quoted shall be inclusive of all packing & forwarding and exclusive of GST.
2. Validity – Minimum 90 days from the date of opening of tender.
3. Order will be under L.D. clause.
4. Price bid to be uploaded as per BOQ of NIT.
5. Terms and condition in Annexure B to be submitted/uploaded along with Technical (Part-I) bid.
6. EMD of **Rs.5,000.00** in the form of DD/BG & Tender Fee of **Rs. 250.00** in form of DD to be submitted separately before opening date by the participating firm as per the eligibility at the following address:-

Sr. MGR./PUR/HMBP  
Admn Building  
HMBP  
HEC Ltd., Dhurwa  
Ranchi- 834004  
Jharkhand

**HEAVY ENGINEERING CORPORATION LIMITED**  
**RANCHI – 4**  
**TENDER DOCUMENT**  
**INSTRUCTION TO BIDDERS**

**Terms and Condition of rate contract.**

1. Scope of Work: -  
Transportation of Steel Materials Viz Long & Flat Products (Total weight about 1500 MT during the year) from BSO Bokaro to HMBP, HEC, Ranchi. The type of Vehicles and approximate number required for transportation to be mentioned : -

Sl. No.	Type of Vehicle and carrying capacity	Approximate number
1	Semi Low Bed Trailer – 27 MT Capacity	
2	10 Wheel Truck – 18 MT Capacity	

2. Study carefully the “Special Condition” and General Conditions of the contract.
3. Visit our Heavy Engineering Corporation Limited at Ranchi and acquaint yourself with the area, places and sites where you will have to work if the contract is awarded to you ( in case you feel necessary).  
Method of submission: - Tender is to be submitted in two parts i.e. Technical Bid & Price Bid along with EMD through e-tendering and submitted on or before due date of opening which is 1:00 PM of 28.11.2023.
4. Fill in the rates carefully, both in words and in figures in ink or in typewriting in the tender form and affix your signature and date to the completed form.  
The contractor should note that in case of any discrepancy between the rates shown in the figures and words, the rates shown in words will prevail.
5. Earnest money **Rs. 5,000.00(Rupees Five thousand Only)** will have to be deposited by demand draft/BG **issued from any nationalized bank payable at Ranchi, in favour of Heavy Engineering Corporation Ltd..** EMD Should be submit along with technical bid (Part – 1). **In case of non submission of EMD offers may not be considered.**
- a) No EMD shall be required under the following cases:  
b) National Small Industries Corporation / Small Scale Industries / Micro, Small scale industry (MSE), as per Government directive \*.
6. This Tender Document contains I Details of Transportation of Steel Materials Viz Long & Flat Products from BSO Bokaro to HMBP, HEC, Ranchi which can be downloaded from HEC website ([www.hecltd.com](http://www.hecltd.com)) and cost of tender document should be submitted in separate envelope indicating tender No. & date with Technical Bid and if cost of tender document is found in order then only the technical & commercial part shall be examined. **The cost of the tender document Rs. 250.00** to be deposited by demand draft **issued from any nationalized bank payable at Ranchi, in favour of Heavy Engineering Corporation Ltd** alongwith the tender submitted by the firm in a separate envelope super scribing in the same in this envelope

7. The rates quoted in the schedule (s) by the bidder are firm & not subject to fluctuation during the tenure of the contract.
8. The Offer shall remain valid for three months (90 days) for acceptance after opening of the tender.
9. The bidders shall confirm that they have their registered office at Bokaro/ Chass along with land line phone no., Fax no. & email address clearly.
10. Security deposit – 10% of Order value to be deposited within 15 days of Order Placement.
11. All items (FP & LP) of the D.O./S.O has to be counted , loaded and transported to our HMBP store in good condition by the firm.

**Qualifying Criteria:**

1. Quotation to be submitted in two bid System i.e. Techno commercial bid and Price Bid through e-tender mode only.
2. Earnest money **Rs. 5,000.00** will have to be deposited by demand draft/BG **issued from any nationalized bank payable at Ranchi, in favour of Heavy Engineering Corporation Ltd.**.. EMD Should be submit along with technical bid (Part – 1).
3. **The cost of the tender document Rs. 250.00** to be deposited by demand draft **issued from any nationalized bank payable at Ranchi, in favour of Heavy Engineering Corporation Ltd** alongwith the tender submitted by the firm in a separate envelope super scribing in the same in this envelope
4. The bidders shall confirm that they have their registered office at Bokaro/Chass alongwith landline phone no. , Fax No. & email address clearly.
5. The transporter must submit proper document in proof of their credential of having done similar job in the last 3 years for any company preferably for govt. concern.

## **CHAPTER – I**

### **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 includes any Director of the Corporation.
  - ii) Order placed as a result of this tender will be subject to the Corporation's General Terms and Conditions of contract which can be down loaded from our website ([www.hecltd.com](http://www.hecltd.com)).
  - iii) “ Contractors “ means any person or persons, firm or Company who enters into the contract with employer for transportation 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 Officer 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 Branch 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
  - 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 vise versa, where the context so required; and.
  - xi) “Accepted 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 general conditions of contract or of, and to any other contract document are solely for the purpose of giving a concise indication and or a summary, of the contents thereof and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof or of the contract.

## **CHAPTER – II**

### **GENERAL OBLIGATION**

#### **1. INITIAL SECURITY**

The Security Deposit will be retained by the employer as a security against any inaccuracies and bad performance of work or any shortage of materials which may come to light after the completion of the work and which the contractor shall be liable to rectify or make good and balance, if any, after issuing “No Demand “ certificate will be refunded with his final bill whichever is later, provided always that if at such time, there shall remain to be executed by the contractor any work ordered during such period the employer shall be entitled to withhold payment until the completion of such work of so much of security deposit as shall in the opinion of the employer, represent the cost of the work so remaining to be executed.

2. All compensation or other sums of money payable by the contractor to the employer under the terms of the contract with the employer or under any other contract with the employer, shall without prejudice to any other mode of recovery, be recoverable from such contractor by way of deduction, out of sale proceeds of the security deposit hold in Government securities or out of the interests accrued thereon or out of said security deposit held in cash or out of any sums which may be due or may subsequently become due to the contractor from the employer or any account whatsoever, and in the event of the amount of his security deposit being insufficient, the shortage shall be made up by affecting extra recovery from subsequent bills.

#### **3. EXAMINATION OF CERTAIN CONDITIONS :**

The contractor shall be presumed to have satisfied himself by due careful examination before submitting his tenders as to the nature of work, the form and nature of the site , the work and means of access of sites 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 work as quoted by him in the tender rates shall ( except in so far as it is hereinafter otherwise specifically provided) cover all his obligation under the contract and all matters and things necessary for the proper compilation and maintenance of the work. It is understood and agreed that no extra payments shall lie admissible to the contractor, consequent on any other mistake or factor, not specifically provided for the contract act.

#### **4. ALL CONTRACT DOCUMENTS TO BE COMPLEMENTARY TO ONE ANOTHER**

All contract documents are complimentary to one another and what is required by anyone shall be as fully and effectively binding on a contractor, as if same is required by all other documents, the intention of the documents is to include all labour, materials equipment and transportation necessary for the prompt and efficient execution of the work.

#### **5. ASSIGNMENT OR SUBLETTING OF CONTRACT NOT ADMISSIBLE EXCEPT WITH EMPLOYER'S PRIOR WRITTEN PERMISSION.**

The contractor shall not at any time assign or sublet his contract or any part thereof to any person or allow such person to become in any way interested therein in any manner whatsoever, without the previous permission in writing of the employer.

6. LAW GOVERNING CONTRACT COMPLIANCE WITH REGULATIONS AND BY LAWS.
- i) All contracts or terms thereof entered into between the employer and the contractor under the general conditions of contract shall be governed and regulated by the relevant laws for the time being in force in the territory of India relating to the contracts.
  - ii) The contractor shall be bound to furnish concerned statutory authorities such notices, reports and returns as may be provided in the law, regulations or bye-laws as aforesaid, any pay all fees and taxes payable to such authorities in respect thereof.
7. CONTRACTOR'S AGENTS AND THEIR FUNCTIONS :
- The contractor shall, when he is not personally present on the site of the work, invariably place and keep on such site a properly qualified agents, duly authorised and empowered to act on his behalf and to receive on his 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 any other person authorised in writing by the employer to supervise the work. All such orders and instructions given to and all acts done by such agents shall be binding on the contractor, as if such orders and instructions were given to him or such acts have been done by him.
8. ALL COMMUNICATIONS TO BE IN WRITING IN HINDI OR ENGLISH ONLY:
- a) All notices, communications references and complaints issued or made by the employer or the employer's representative or by the contractor, concerning the work shall be in writing in Hindi or English and no notice, communications references or complaints, not in writing, shall be valid.
  - b) All complaints, notices, communications and references shall be deemed to have been duly made, given or sent to the contractor, if delivered to the contractor or his authorised agent or left at or posted to the address given by the contractor or his authorised agent and they shall be deemed to have been so made, given or sent in the case of service by post, on the date on which the same should have reached such address in the ordinary course of transmission by post and in other cases, on the day on which the same were so delivered or left.
9. CHANGES IN THE CONSTITUTION OF PARTNER/CONTRACTOR TO BE NOTIFIED TO EMPLOYER.
- In the case of contract by partnership firm/company any change in the constitution of the firm shall forthwith be notified by the contractor to the employer
10. NOTICES ON BEHALF OF EMPLOYER TO BE GIVEN BY THE EMPLOYER'S REPRESENTATIVE.
- Save as otherwise provided in the terms of the contract, all notices to be given by and on behalf of the employer and all acts or things to be done by the employer shall be given or done by representative of the employer on behalf of the employer.
11. DAMAGES TO PERSONS AND PROPERTY :
- The contractor shall ( Except if and so far as the work order otherwise provides) indemnify and keep indemnified the employer for all losses and claims for injuries or damages to any person or property whatsoever and against all claims, demands,

proceedings, damages, costs charges and expenses whatsoever in respect thereof or in relation thereto.

12. ILLEGAL GRATIFICATION :

- i) If any bribe, commission, gift or reward is given, promised or offered or attempted to be given by or on behalf of the contractor or his partner, agent or servant or by any other person on his behalf to any officer or employees of the employer or to any other person on his behalf for obtaining the contract or any other contract from the employer the execution thereof or for purpose incidental thereto or ancillary thereof, then without prejudice to any legal proceedings which may be instituted against the contractor in a court of law, it shall be open to the employer to rescind the contract and all other contracts which the contractor has entered into with the employer and to deduct from any moneys due to the contractor under the contract or any other contract with employer any loss or damage to the employer resulting such rescission.
- ii) The contractor shall not lend or borrow from or have or enter into any pecuniary dealings or transactions either directly or indirectly with any employee of the employer and if the employer has reasons to believe that the contractor has contravened the provisions of this clause, the employer shall be entitled forthwith to rescind the contract and all other contracts with employer.
- iii) If any question or dispute arises as to the commission of any offence by a contractor or attempted commission thereof as to the compensation payable to the employer under this clause, it shall be determined by the employer in such manner and in accordance with such procedure as it shall consider fit and the decision of the employer thereon shall be final and conclusive.  
Provided that the employer shall afford to the Contractor a reasonable opportunity of being heard before determining the question of dispute.
- iv) Unless otherwise agreed upon by the parties, the venue of the attribution proceeding under these condition and order placed through this tender shall be at Ranchi in the state of Jharkhand.

## CHAPTER – III

1. COMPLIANCE WITH EMPLOYERS INSTRUCTIONS :

The employer shall decide the order in which the several parts of the transportation work shall be executed and the contractor shall execute without delay all orders given by the employer from time to time as per rate contract. The contractor shall continue to be responsible and shall not in any way be absolved of the obligation or responsibility for the due performance of the whole of the work in all respect and with due skill and efficiency.

2. WORKS TO BE STRICTLY IN CONFORMITY WITH WORK ORDER OR CONTRACT:

The work shall be executed in perfect conformity with the rate contract. If the contractor performs the work in a manner contrary to the rate contract he shall bear all costs arising thereof and shall also be liable to the employer for any loss.

3. PLACING AND KEEPING OF SUPERVISORY STAFF BY CONTRACTOR AT THE SITE OF WORK.

The contractor shall at all times place and keep adequate number of efficient and competent staff to give the necessary directions to his workmen in execution of the work and to see that the workmen execute the work in sound and proper manner. The contractor shall forthwith remove from the work any agent, supervisor, workmen or laborer objected to by the employer whenever so required by the employer.

4. FACILITIES FOR INSPECTION

The contractor shall afford the employer or the employer's representative facility for entering in and upon any portion of the work at all hours for the purpose of inspection or for any other purpose and shall allow the employer or the employer's representative free access to every part of the work at all times and places.

5. ADEQUATE PRECAUTION DURING PROGRESS OF WORK :

During the execution of the work, the contractor shall provide adequate materials for all works relating to contract at his own cost and execute the same taking abundant measures for the stability and safety of the consignments.

6. DAMAGE OR LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN :

The contractor shall, at his own expense and to the satisfaction of the employer, reinstate and make good or be liable for any compensation for any injury, loss or damage occasioned to any property or right whatsoever including the property and rights of the employer or agents, servant or employees of the employer, being injury, loss or damage arising out of or in any way connected with the execution or perorated execution of the contract and further the contractor shall indemnify the employer against any agent, servant or employee of the employer or which would be so enforceable against the employer, were the employer a private person in respect of any such injury ( including any injury resulting in death or disability, permanent or otherwise), loss or damage to any person or property, including all claims which may arise under the workmen's Compensation Act or under any other law for the time being in force or otherwise.

7. PORT RENT CHARGES AND OTHER DUES:

Any transit that may accrue or any penalty may impose or cargo of Corporation for late clearance or whom demurrage incurred or any other loss sustained by the Corporation as a result of slackness, negligence and incorrect working on the part of the Contractor shall be to his or their account only.

Further any penalty that may be imposed by Railways or any authorities for detention or wagon/cargo due to slackness, negligence lapses or incorrect working on the part of the Contractor shall be to his or their account only.

8. MODIFICATION IN CONTRACT TO BE IN WRITING:

In the event of any of the provisions of the contract requiring modifications after the contract documents have been signed, such modifications shall be made in writing and shall be signed by the competent authority of the Corporation.

## **CHAPTER –IV**

1. **PAYING AUTHORITY:** I/c Finance of HMBP will be the paying authority. For getting payment transporter has to submit Bill in quadruplicate to MM Division of HMBP who will forward the same to Finance for payment after checking. (a) Original Bill (b) Copy of Consignment note duly received by Store.
2. The contractor shall be paid for the work at the rates specified in the accepted schedule of rates.
3. **“ON ACCOUNT” PAYMENT**
  - a) The contractor shall be entitled to be paid from time to time by way of “ON ACCOUNT” payable for such works as he had, executed in terms of the contract. All such payments to the contractor shall be due on the bills supported by receipted challans & documents mentioned in (1).
  - b) Unless otherwise specified, payment to the contractor will be made by cheque/RTGS.
4. **TAXES & DUTIES:** - Taxes and Duties other than GST is to be borne by the Transporter.

## **CHAPTER –V**

### **EMPLOYER'S LIEN OVER ALL AMOUNT DUE & PAYABLE TO CONTRACTOR :**

1. The employer shall have lien over all or any amount that become due and payable to the contractor in respect of any debt or sum that may become due and payable to the employer by the contractor and further unless the contractor pays and clears the claims of the employer immediately on demand, the employer shall at all times be entitled to deduct the said debt or sum due by the contractor from the amount, securities or deposits which may have become due or payable to the contractor.

2. **SIGNATURE ON RECEIPT FOR AMOUNTS:**

Every receipt for amount which may become payable or for any security deposit which may be refunded to the contractor under these conditions, shall not withstanding anything to the contrary contained in the partnership deed, if signed in the name of partnership by anyone of the partners of a contractor firm, be a good and sufficient discharge to the employer in respect of the amount or security deposit purported to be acknowledged thereby and in the event of death of any of the contractor, partner during the pendency of the contract, it is hereby expressly agreed that every receipt by anyone of the surviving contractor, partner shall if so signed as aforesaid, be a good and valid discharge as aforesaid provided that nothing in this clause shall affect any claim which the employer may hereafter have against the legal representative of any deceased contractor partner etc.

## **CHAPTER –VI**

### **TERMINATION OF CONTRACT**

As per Clause-7 of “General conditions of Contract for Works Contract”.  
(Ref: Works & Service Manual Annex-II)

### **SETTLEMENT OF DISPUTES BY ARBITRATION**

As Per Clause-8 of “General conditions of Contract for Works Contract”.  
(Ref: Works & Service Manual Annex-II)

If the Contractor fails or neglects to observe and perform any of terms and conditions of this agreement, the Corporation may without prejudice to any other right, it may have in this behalf, terminate this contract by giving one month’s notice in writing to the contractor and in that event the employer shall be at liberty to forfeit the security deposit of the contract. In the event the transporter/contractor fails to provide proper transport at desired point / place in time, employer at his own discretion may terminate the contract forthwith without any show-cause notice and in this situation the contractor shall not be entitled to any claim on any scope. Further other action will be taken against the transporter in the terms of contract or as per Law.

The order placed through this tender shall be governed by the General condition of contract for works contract of Works & Service manual which can be downloaded from our website [www.hecltd.com](http://www.hecltd.com)

**SPECIAL CONDITIONS FOR RATE CONTRACT FOR INLAND TRANSPORTATION OF STEEL MATERIALS VIZ-LONG/FLAT PRODUCTS FROM BSO BOKARO to STORE HMBP, HEAVY ENGINEERING CORPORATION LTD RANCHI – 4.**

1. The bidder is required to signify in writing acceptance of terms and conditions laid down in (I) the Special Condition (ii) the General Condition of contract applicable to all contracts placed by the Heavy Engineering Corporation Limited to the extent that they are not modified or superceded by any provision contained in these Special Condition.
2. The bidders will quote their rates for the work involved in this contract on the schedule of rates sheet attached with this tender. The rates should be quoted both in figures & words. In case of any discrepancy between figures & words, the amount indicated in words will be considered as final for evaluation purpose.
3. The rates quoted by the bidders shall be firm and shall not be changed during the tenure of the contract.
4. Each tender is required to be accompanied by the Earnest Money paid in favour of HEC Ltd payable at State Bank of India, Hatia Ranchi.
5. Bid containing over-writing in the tender documents will not be considered. Where alterations are considered necessary by the bidders, that should be made by neatly crossing the incorrect entry and making the fresh entry neatly above it duly signed by the bidder.
6. The bidder is expected to have gained familiarity with the destinations and acquainted himself with the road conditions, distance, routes before quoting for the work.
7. No claim shall be entertained either in respect of extra cost incurred by the bidder or any damage etc. sustained to his vehicle in course of transportation of materials.
8. In case during the contractual period, the normal route is interrupted for any reason whatsoever and diversion is necessary for the transport of the materials as entrusted by the employer, the contractor shall take prior permission from Sr DGM/PUR, HMBP, HEC Ltd., Ranchi with regard to the change of route. A documentary evidence for change of route to be produced from local authority.
9. The Contractor shall provide sufficient number of Trailers suitable for transportation of materials.
10. The Corporation reserves the right to reject any or all the bids without assigning any reason for doing so.
11. The Contractor shall be responsible for all losses or damages due to any cause whatsoever from the time they receive the consignment and during the period it is held by them in transit and/or till the time consignments is delivered to the consignee/place as instructed by the Corporation.
12.
  - i. Material will have to be transported within 5 days from the date of issue of delivery order (D.O) or availability of material in Stockyard. However, D.O. shall be issued in lots as per HEC's requirement.

- ii. If the contractor fails to provide the vehicle(s) as per requisition and/or fails to complete the transportation of consignments/materials to the destination. The amount of such damages/losses will be recovered from any money due and which may become due to the contractor. The Corporation will also be at liberty to engage vehicles from other sources at the risk and cost of the contractor, if the contractor fails to place the vehicles in the specified time.
- iii. Contract will remain valid for a period of one year from the date of award of Rate Contract which can be extended with mutual consent as per rule.
- iv. Approximate total Quantity to transported during the year 1500 MT.
- v. Minimum guarantee load for one trailer is 27 MT and for 10 wheel truck 18 MT.
- vi. Detention charges: No Detention charge beyond 24 Hours at Unloading point ie at store HMBP.
- vii. Delivery: Materials will have to be transported within 5 days from the date of handing over the D.O and availability of the material in Bokaro Stock Yard, However delay in lifting will attract penalty @ 0.5% per week and maximum @10% only.
- viii. Size of Materials to be transported as per standard size of SAIL product and also other size as and when required.
- ix. GST – GST Extra as applicable as per Govt Rule.
- x. SD - 10% of the ordered value to be submitted by the firm within 15 days of order placement
- xi. Weight tolerance  $\pm 1\%$  may be allowed to cover weight variation from one weigh bridge to other.**
- xii. Extra freight beyond 27 MT for trailer and 18 MT for truck will be paid on pro- rata basis.
- xiii. In case of less than 27 MT trailer load , the firm will be paid for 27 MT and similarly for truck 18 MT.
- xiv. In case of load is less than minimum guarantee Load ie 27 MT/18 MT for Trailer/10 Wheel Truck the same shall be certified by MM Officials on individual bill.
- xv. The bidders shall confirm that they have their registered office at Bokaro/Chass alongwith landline phone no. , Fax No. & email address clearly.
- xvi. The transporter must submit proper document in proof of their credential of having done similar job in the last 3 years for any company preferably for govt. concern.
- xvii. Transportation of material more than prescribed in M.V.Act will be solely on the risk and cost of the transporter/contractor. For any violation of M.V.I Act whatsoever it will solely be the responsibility of the transporter/contractor for any penalty/ any type of punishment.
- xviii. The transporter will be wholly responsible for safe custody of materials collected from stockyard till delivery of the same to the consignee (HMBP/Store). The transporter shall ensure at the time of receiving of material that the same is in good condition and will be properly protected by the transporter at his cost during transportation.
- xix. Trailer or Truck should be made available at short notice for transportation.

- xx. The contract will be operated' by Materials Management Division, HMBP, HEC Ltd. Ranchi-834004.
  - xxi. In case of inconvenience & dis-satisfactory service or any other cause attributable to the firm, HMBP will have the right to cancel the contract unilaterally giving 15 days notice and without assigning any reason thereof,
13. 100% payment will be made within a period of 30 days after receipt of clear and complete bills.  
Documents required for payment
    - a) Original Bill (Quadruplicate)
    - b) Copy of consignment note in triplicate duly received by store.
    - c) Revenue stamp should be pasted on the original bill.
    - d) Copy of D.O. is to be attached with the bill for penalty if any
  14. Loading and unloading will be done by the consigner and the consignee respectively.
  15. The acceptance of the tender by the Corporation will constitute a valid contract between the bidder and the Corporation.
  16. The Corporation can inspect the vehicles of the bidder at any time before the contract is awarded or during the validity of the contract.
  17. The Corporation reserves the right to accept the rate of more than one contractor for one place.
  18. No separate charges will be payable for insurance of material. The contractor may, however ensure the materials to cover his own risk, if so desired without any liability to this corporation. Notwithstanding the above, the contractors shall be fully responsible for the safe custody and movement of consignment/materials taken over by them till final delivery to the consignee (s) under all eventualities. Failure to deliver the exact consigned material / goods , the contractor/ transporters shall be liable to pay the total cost of material or as determine by the employer . This payment may be adjusted from the pending bills of the transporters and the balance if any will be payable by transporter separately. Further in this event the transporter shall be liable to other action as contained in this contract.
  19. DELIVERY :The delivery time will be within 5 days from the date of issue of delivery order (D.O) or availability of material in stockyard. However D.O. Shall be issued in Lots as per HEC's requirement.

Sl. No.	Consignment	No. of days
1.	Trailer/Truck	Within 5 days

20. Submission of receipted challan/consignment note shall have to be made by the contractor within 7 days from the date of scheduled delivery.
21. PENALTY
  - i) In case of failure to deliver the consignment as per the above schedule the contractor shall have to pay penalty of 0.5% of the freight charges per week or part thereof for delayed delivery subject to maximum of 10%of freight.

- ii) In case of failure in submission of receipted challans/ consignment notes as per above schedule in respect of deliveries made by the contractors a loss of 0.5% of freight charges shall be levied per week or part thereof for delay in submission of the receipted challans/ consignment notes subject to maximum of 10% of freight.
- iii) The total penalty for failure to deliver the consignments as per clause 22 (i) and failure to submit receipted challans/consignment notes as per clause 22 (ii) shall be limited to 10% of the total freight.
- iv) If the total penalty exceeds 10% of the freight, the transporter shall be considered to have failed in observing the terms of the tender. And 3 (Three) such failures in a quarter of year may disqualify the transporter for 6 months
22. The rates for transport of the consignments as per terms of this contract and the schedule including the notes thereof shall form an integral part of this contract.
23. The contractor shall exercise proper care and due diligence in transporting of the consignments covered under this contract by his servants, agents or other persons employed by him in performing the above works and the contractor shall be responsible for any loss, breakage or damage of the materials due to any reason whatsoever while in his custody and shall indemnify the Corporation against any such loss, breakage or damage to the extent of the cost of the materials or part thereof as assessed by the Corporation.
24. The contractor shall not load any material other than the Corporation's materials in the same trailer.
25. The correct delivery of every consignment should be authenticated by a qualified / unconditional receipt on the challan by the consignee with his signature and office stamp. The contractor's bills for payment should be supported by this receipt.
26. If the partner or partners or the contractor's firm becomes insolvent or the firm is otherwise dissolved, this contract shall forthwith stand automatically terminated.
27. The Contractor shall not without the Corporation's consent in writing, assign or sublet the contract or any part thereof provided that any such consent shall not absolve the contractor from any of the obligations and liabilities under this contract.
28. The contractor shall submit the bills in quadruplicate mentioning/enclosing therewith the, challan no., and any other documents for arranging payments and the Corporation shall endeavor to settle the bills within a period of one month after receipt of clear and complete bills.
29. The contract will come into force with effect from the date of issue of letter of acceptance by the Manager/ PURCHASE, Heavy Machine Building Plant of the Corporation and will be valid for a period of one year. The validity period of the contract may be extended for further period at the discretion of the Corporation. During the currency of the extended period of the contract, the same may also be terminated/cancelled by the Corporation without assigning any reason therefore by giving not less than 30 (thirty) days notice in writing to the contractor to that effect
30. The E.M.D of successful bidder will be converted to security deposit. The successful bidder will execute an agreement in the form prescribed by the Corporation within seven days of the acceptance of the tender, incorporating therein the Tender Notice, the General Conditions and Special Conditions governing this tender which shall be deemed to form part of the contract document and shall be binding on them. Failure to execute the agreement within the time specified above shall entail forfeiture of Earnest Money.

31. The Contractor shall execute a Indemnity Bond on a non-judicial stamp paper of Rs.10/- & indemnify the Corporation against any loss/damage to the consignment at all stages while in his custody.
32. The Contractor shall obtain necessary permit or authority from the road transport/police authorities for the journeys to be performed at his own cost.
33. On the termination of the contract either by influx of time or otherwise as provided in the contract, the contractor shall deliver to the corporation all documents/consignments/ materials/ stores relating to the said contract which shall be in his possession or control.
34. Price Variation Clause:- Transportation rate shall be increased /decreased by 40% of the percentage increase/decrease of diesel price announced by the government during tenure of the contract period .

The base price of diesel shall be taken from the date of issuing of work order/ rate contract to the firm.

The formula for calculating the increase/decrease in transportation rate shall be 
$$\frac{(\text{Current rate} - \text{Base Rate}) \times 100}{(\text{Base Rate})} \times 40\%$$

35. The accepted transportation rates shall be increased/decreased by 40% of the percentage increase/decrease of diesel price announced by the government during the tenure of the contract period.
36. No terms and conditions other than those stipulated in the tender document shall be entertained. The bidder shall furnish acceptance of terms & condition in Appendix-III.

Sr. MGR./PUR/HMBP  
Heavy Engineering Corporation Limited  
Dhurwa, Ranchi – Jharkhand (India),

**Part - I**  
**(Technical Bid)**

To,  
The Sr.Manger/ Purchase  
HMBP, HEC Ltd.,  
Ranchi- 834 004

Sir,

I/We have gone through the Tender Documents of Tender No. PUR/HMB/23/968550/TSPT/IS-6384 dt. 07.11.2023 For Transportation of Steel Material viz Long & Flat Products from BSO Stockyard, Bokaro to Store HMBP.

In support of my/our competency to do the work, I/we confirm as below: -

- (1) Photocopy of certificate issued by Indian Bank Association enclosed. Yes/No
- (2) If the answer to '1' is No, then what is the certificate give detail.
- (3) Address & Phone No. of Head office.
- (4) Address & Phone No. of office at Bokaro/nearest place of Ranchi.
- (5) If there is no office at Ranchi, then whether any agent will be deputed at HEC/Ranchi.
- (6) Number of different type of vehicles owned by the contractor.

Sl. No.	Type of Vehicle and carrying capacity	Approximate number
1	Semi Low Bed Trailer – 27 MT Capacity	
2	10 Wheel Truck – 18 MT Capacity	

- (7) All terms and condition of the Tender Document is acceptable. Yes/No
- (8) If the Answer to '7' is No then give detail.
- (9) Detail of E.M.D Deposit.
- (10) Detail of Tender Fee.

(Signature of Tenderer with seal)

## Commercial Terms &amp; Conditions:

Sl. No.	Contents	Desired by HEC	Bidders Confirmation
1	Prices are	All items (FP & LP) of the DO/SO has to be counted, loaded and transported to our HMBP Store in Good Condition by the firm	
2	Payment	Within a period of one month(30 days) after receipt of clear and complete bills	
3	Delivery	Within 5 days from the date of issue of delivery order or availability of material	
4	Validity of offer	3 months	
5	Taxes & Duties	Taxes and duties other than GST is to be borne by the transporter	
6	Detention charges	No Detention Charge	
7	Minimum Guaranteed Load	One Trailer 27 MT and for 10 wheel truck 18 MT	
8	EMD	Rs. 5000.00 will have to be deposited by DD issued from any nationalized bank payable at Ranchi in favor of HEC Ltd.	
9	Tender Fee	Rs. 250 to be deposited by demand draft issued from any nationalized bank payable at Ranchi in favor of HEC Ltd.	
10	Security Deposit 10%	To be deposited within 15 days after placement of order by HEC	
11	Photocopy of Certificate issued by Indian Bank Association	Yes/NO	
12	Credential of having done similar job in the last three years.	To be provided	
13	Address & Phone No. Of Office at Bokaro/nearest place of Ranchi	To be provided	
14	If there is no Office at Ranchi , then whether any agent will be deputed at HEC /Ranchi		
15	Guarantee Certificate	To be provided	
16	L/D Clause	To be Accepted	
17	Guarantee	To be Accepted 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.	
18	Acceptance of Risk Purchase clause(yes/no)	To be accepted	
19	General Condition of contract (Clause no. 20 of Commercial terms& Condition)	To be accepted	
20	Please indicate whether your firm is covered under MSEs/MSEs owned SC/ST or covered under SSI separately in Tech. Bid.		

**NOTE:**

1. Please indicate whether your firm is covered under MSEs/MSEs owned SC/ST or covered under SSI separately in Tech. Bid.
2. Terms & Conditions duly filled in and to be submitted along with Tech –Bid of offer otherwise your offer may not be evaluated.