

**HEAVY ENGINEERING CORPORATION LIMITED**  
**RANCHI – 4**

TENDER DOCUMENT

RATE CONTRACT FOR  
TRANSPORTATION of Material to North  
Karanpura

**HEAVY MACHINE BUILDING PLANT  
HEAVY ENGINEERING CORPORATION Ltd  
P.O.-DHURWA, RANCHI**

**INSTRUCTION TO BIDDERS**

**Tender Enquiry No - HMB/SMD/RC-North Karanpura/20-21/OPEN-558 Dt.16.07.2020**

**We invite you to submit your most competitive offer for transportation of finished goods to Northe Karanpura (Jharkhand) by Trailer (Capacity = 27 MT) through Rate Contract.**

Tender papers are to be collected from the office of Sr. DGM/ I/c / SMD/ HMBP, HEC Ltd. from 17.07.2020 to 01.08.2020 during 8 AM to 5 PM on all working days.

**Last date of document sale                      01.08.2020                      upto 5 PM.**

**Last date of Tender submission                      03.08.2020                      upto 1 PM  
date/time**

**Opening of Tender on                                      03.08.2020                      at                      3 PM**

**Cost of Tender Document                                      Rs. 2000/- in the form of DD only in favour of Heavy  
Engineering Corporation Ltd, payable at SBI Hatia**

Bidders can download the tender documents from our website and can submit their offer alongwith demand draft of Rs 2000/- against the cost of tender document.

# HEAVY ENGINEERING CORPORATION LIMITED

## RANCHI – 4

### TENDER DOCUMENT INSTRUCTION TO BIDDERS

#### Terms and Condition of rate contract for North Karanpura.

1. Tenderers are required to study carefully the “Special Condition” and General Conditions of the Contract.
2. Tenderers are required to visit Heavy Engineering Corporation Limited at Ranchi and acquaint himself with the area, places and sites where he will have to work if the contract is awarded to him (in case felt necessary).
3. Tenderers are required to fill in the rate carefully, both in word and in figure in ink or in typewriting in the tender form (Annexure – A ) avoiding as far as possible alterations or amendments and affix their signature and date to the completed form. The contractor should note that in case of any discrepancies between the rate shown in the figures and word, the rate shown in word will govern. No erasures are permissible and changes should be noted over the signature of the bidder. They may mention the distance of the destination.
4. a Each bidder is required to deposit earnest money (EM) of **Rs. 150,000/ = (One Lakh Fifty Thousand)**. The earnest money shall be deposited through Bank Draft, drawn in favour of Heavy Engineering Corporation Ltd. payable at Ranchi. Tender not accompanied with EM is liable to be summarily rejected .The Bank Draft should be submitted alongwith the tender in **Technical Bid**.
- b. Each tender shall be accompanied by factual statement/declaration giving the particulars as per **Clause No. 5(v), 5(ix) & 41,42,43,44 of the special conditions of the Contract mentioned in Chapter-VII.**
- c. The successful bidder will be required to deposit security money 5% of order value to be deposited within 15 days of order placement. The earnest money shall be adjusted against the security deposit. No interest shall be payable on E.M/Security Deposit.
5. The following document must be attached with the tender form.
  - i) Earnest money document, vide para – 4 of special condition.
  - ii) PAN No. with proof of PAN; Xerox copy of PAN Card to be attached.
  - iii) Factual statement, vide Para-5 of special conditions giving true and complete detail against each item thereof duly signed by Transporter/Tenderer.
  - iv) The GSTIN Number should be provided and Photo copy of the GST Registration Certificate to be attached by the Transporter.

6. Offer/ Offers of bidder/ bidders not accepting the NIT terms shall be ignored/ rejected.

7. i. TECHNICAL BID

Enclose the documents as per para 4 & 5 above with your acceptance of terms of the tender as mentioned in Annexure-III in the bidder's official letter head, in sealed envelop and superscribe it "ACCEPTANCE OF TERMS OF TENDER AND OTHER DOCUMENTS" i.e. "TECHNICAL BID" alongwith E.M and cost of Tender Document if downloaded from HEC web-site. Above document pertains to Technical requirement of the prospective bidders and if the bidder fails to submit the above said documents, their offer may be rejected.

ii. COMMERCIAL BID

Enclose the tender forms i.e. Annexure-A as per para 3 above, in a separate sealed envelop and superscribe it "TENDER FOR ROAD TRANSPORTATION OF CONSIGNMENTS FROM HEC Ltd., RANCHI " i.e. "COMMERCIAL BID".

- iii. Dispatch the above 2 envelope by registered post / courier to the Sr.DGM I/c, Shipping & Movement, HMBP, HEC Ltd., Plant Plaza Road, Dhurwa, Ranchi- 4. so as to reach him on or before . Do not address the envelope to any officer by name. The tender will be opened on .
- iv. The complete and sealed tender can also be submitted by in the tender box at the office of the Sr. DGM / I/c / SMD / HMBP.

8. Each tender shall contain the name, residence and place of business or person or persons making the tender, nature of the tenderer and shall be signed by the bidder with his usual signature. Tender by partnership shall furnish the full names of all partners. It may be signed on behalf of the partnership by one of the partners or by duly authorized representative followed by the name and designation of the person so signing. A person duly authorized to do so shall sign tenders by the corporation on behalf of the corporation. In case an authorized representative of entity signs it, a power of attorney on that behalf shall accompany the tender. A copy of the constitution of the entity with the name of partners/directors shall be furnished.

9. The bidder is invited to be present in person or through authorized representative at the time of opening of the tender at the office of Finance Deptt., Admn Building, HMBP, HEC Ltd., Plant Plaza Road, Dhurwa, Ranchi- 4. The corporation reserves the right to reject any tender without assigning any reason thereof and no separate communication will be sent to the unsuccessful bidder.

10. The rate quoted in the schedule (s) by the bidder are firm & not subject to fluctuation during the tenure of the contract.

11. The quoted rates shall remain valid for three months after opening of the tender. The final rate shall remain valid for 01 year from the date of issue of Rate Contract and may be extended on discretion of the Corporation.

12. The employer reserves its right to split and award this contract between two or more contractors / transporters depending on our requirement and vehicle availability with transporter at the same terms and conditions and at the rate of the successful bidder.
13. The successful bidder/ transporter shall have to sign an agreement as per Clause 3 of Chapter-II on non-judicial stamp paper of value not below Rs.100/-.
14. Any document submitted by the Bidder, if not found correct in any form may lead to disqualification.
15. If on any later date, it is found that the Bidder had given any incorrect or misleading information/ document (s), HEC shall take suitable action including cancellation of contract and any other legal action as per the provisions of laws and the bidders shall indemnify the cost of such legal action.

**Enclosures:**

1. Annexure- A
2. Annexure I ( Past Experience)
3. Annexure II (Details of Vehicle)
4. Annexure III ( Acceptance of Terms & Condition)
5. Annexure IV (Agreement Format)
6. Valid Proof of PAN No.
7. Valid Proof of GST No.
8. Declaration under Section 194C (6) of Income Tax Act 1961 for Non – deduction of Tax at Source.

## CHAPTER – I

### DEFINITION & INTERPRETATION

- A) In these conditions of contract, unless there is anything repugnant in the subject of context :-
- i) Director “means the Chairman-cum-Managing Director of the Corporation (HEC) and include any Director of the Corporation.
  - ii) Contract includes the General Conditions of contract of HEC, the Special Conditions of contract, the contract agreement between HEC and successful Bidder (s) 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 or Company who enters into the contract with employer for transportation and includes the executor, administrators, authorised 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, P.S-Dhurwa, District – Ranchi-834004 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 of Corporation branch offices 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 vice versa, where the context so requires ; and.
  - xi) “Excepted Matters” means those matters 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, breach of terms and condition of the Contract 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 the losses suffered by the employer, if any. After issuing “No Demand” certificate the security money will be refunded and the final bill after issuance of final acceptance certificate, provided always that if at such time, there shall remain any portion of work 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 from the 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. CONTRACT OR TO ENTER INTO CONTRACT :

The contractor shall when called upon to do so by the employer, enter into a contract agreement at his own cost in the form annexed hereto (Annex-IV).

#### 4. 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 rate 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 completion and maintenance of the work. It is understood and agreed that no extra payments shall lie admissible to the contractor, consequent on any mistake or factor, not specifically provided for the contract.

#### 5. ALL CONTRACT DOCUMENTS TO BE COMPLEMENTARY TO ONE ANOTHER

All contract documents are complimentary to each other 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.

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

The contractor shall not at any time assign or sublet the 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.

7. LAW GOVERNING CONTRACT COMPLIANCE WITH REGULATIONS AND BYE 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 within 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, and pay all fees and taxes payable to such authorities in respect thereof.
- iii) Statutory compliance under various labour laws has to be ensured by the Contractor and in the event of non-compliance of the said laws all penalties/ consequence arising out of it shall be borne by the Contractor.

8. 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 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.

9. ALL COMMUNICATIONS TO BE IN WRITING IN HINDI OR IN 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 in English and no notice, communications references or complaints otherwise than 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 at 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.

10. CHANGES IN THE CONSTITUTION OF CONTRACTOR TO BE NOTIFIED TO EMPLOYER.

In the case of contract by partnership firm/company any change in the constitution of the firm/ company shall forthwith be notified by the contractor to the employer.

11. 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.

12. DAMAGES TO PERSONS AND PROPERTY :

The contractor shall indemnify and keep indemnified the employer for all losses and claims for injuries or damage 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.

13. 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 money due to the contractor under the contract or any other contract with the employer any loss or damage to the employer resulting from 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.

### **CHAPTER – III**

1. COMPLIANCE WITH EMPLOYERS INSTRUCTIONS :

The employer shall decide in which the order of preference of the various 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 indemnify employer against all such loss (es).

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 labourer objected to by the employer whenever so required by the employer and without providing any reason.

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 1923 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 the V.P.I. may impose on 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 of 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, if felt necessary by the Employer such modifications shall be made in writing only and shall be signed by the competent authority of the Corporation.

## CHAPTER –IV

1. PAYING AUTHORITY: Incharge Finance of the respective Plant will be the paying authority. For processing the payment transporter has to submit Bill in quadruplicate to Shipping and Movement Deptt. of the concerned Plant who will forward the same to Finance Department for payment after checking. (a) Copy of Receipted Challan (b) Copy of Gate-Pass signed by CISF (c) Copy of W.O issued by SMD (d) Indemnity Bond (e) Consignment note.
2. The contractor shall be paid for the work at the rate specified in the accepted schedule of rate.
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, in the opinion of the Incharge SMD executed in terms of the contract. All such payments to the contractor shall be due on the bills supported by receipted challans & documents mentioned at Sl.No.1 mentioned above.
  - b)Unless otherwise specified, payment to the contractor will be made by cheque/NEFT/RTGS or any other mode except Cash but no cheque will be issued for an amount less than ten rupees.
  - c)Contractors are required to furnish printed Money receipt duly signed by them against each bill at the time of receiving the payment.

## CHAPTER -V

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

1. The employer shall have lien over all or any amount that becomes due and is 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, either in respect of this contract or other contract between the contractor and the employer.

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 notwithstanding 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**

### **DETERMINATION OF CONTRACT**

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

#### **Resolution of dispute (s) & jurisdiction of court.**

### **RESOLUTION OF DISPUTE (s) BY ARBITRATION**

The parties to the contract at the first instance shall endeavor to settle by mutual discussion all the questions of disputes or differences arising out of, or relating thereto, or in connection with this contract. In the event of failure of settlement, the aggrieved party with prior written permission of other party shall refer the unresolved dispute(s) or difference(s) to the Chairman –cum-Managing Director of the Company (HEC Limited) for adjudication by a Sole Arbitrator to be appointed with mutual consent, by him (CMD of the Company) who (Sole Arbitrator) shall adjudicate the matter in accordance with the Arbitration and Conciliation Act, 1996 (For short “Act”) and publish the award. The parties shall have no objection if the Sole Arbitrator so appointed is an ex-employee of HEC Ltd., superannuated before 3 years. If the Sole Arbitrator for any reason, whatsoever, becomes unable to proceed with the arbitration, the Chairman-cum-Managing Director of the Company, with mutual consent of both the parties, shall appoint his successor arbitrator who may proceed with the reference from the stage it was left by his predecessor or subject to the provisions of the Act. The venue of the Arbitration proceeding shall be at Ranchi in the State of Jharkhand alone. The arbitration shall be conducted in English language only.

The other provisions of Arbitration and Conciliation Act, 1996 (Amendment made in 2015 & 2019) especially as per the provisions of Schedule V and Schedule VII and sections 6, 11(2), 12(5) should be considered during the appointment of Sole Arbitrator.

### **JURISDICTION OF COURT**

For any or all types of disputes arising out of the contract, the exclusive jurisdiction of Court (s) shall be at Ranchi in the State of Jharkhand alone.

## CHAPTER –VII

### **SPECIAL CONDITIONS FOR RATE CONTRACT FOR ROAD TRANSPORTATION OF COMPONENTS AND MATERIALS FROM 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 of Contract (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 rate for the work involved in this contract on the schedule of rate sheet attached with this tender. The rate 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 rate 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 through demand draft drawn in favour of **Heavy Engineering Corporation Ltd.** payable at State Bank of India, Hatia Branch, Ranchi.
5. Each tender should be accompanied by a statement giving the following particulars :
  - i) If an individual :
    - a) His full name, address and place of business.
    - b) His financial status - audited Financial statement by competent authority/body.
    - c) His previous experience.
    - d) His Mobile No., Landline No., FAX No., E-Mail ID.
    - e) PAN and GST Registration Certificate.
  - ii) In case of partnership:
    - a) The full name of all the partners & their address.
    - b) Previous experience of the firm.
    - c) An attested copy of the latest partnerships deed must accompany with the tender documents. Any change in the constitution of the firm shall forthwith be brought to the notice of the Corporation by the bidder.
    - d) Financial status – audited Financial statement by competent authority/body.
    - e) Mobile No., Landline No., FAX No., E-Mail ID of each partner.
    - f) PAN and GST Registration Certificate.

- iii) In case of companies:
    - a) Registered address of the company including date of commencement certificate and Certified copies of Memorandum of Association and Articles of Association is also to be furnished.
    - b) Previous experience.
    - c) A copy of audited balance sheet by competent authority/ body for last three years should be submitted.
    - d) Mobile No., Landline No., FAX No., E-Mail ID of Owner/ Proprietor/ Director.
    - e) PAN and GST Registration Certificate.
  - iv) A statement including whether the individual/firm/company is registered as a contractor with Govt. Department, Local Bodies or Govt. Undertakings, if so, authority under whom registered and class of registration should be mentioned together with bye-laws of the concern.
  - v) Details of vehicles owned by the bidders (as per Annexure – II) duly signed by Transporter/Tenderer.  
 Photocopy of Owner books and permits of each vehicle shall be produced if called for before acceptance of the tender.  
 The new provision of Section 194C of Income Tax Act 1961 restricts the cases for non-deduction of tax. Non-deduction of tax will be available only for small transport operator owning not more than 10 goods carriages for the financial year. If the transporter is **not owning more than 10 goods carriages** at any time during the previous year then the transporter have to furnish a declaration under section 194 C (6) of Income Tax Act 1961 for Non-deduction of Tax at source which should be enclosed in prescribed format along with the copy of PAN & declaration should be given on the “**Letter head of the concerned Transporter**”.
  - vi) Name and address of two persons, preferably senior officer of a Govt. Department, Local Body of Govt. Undertaking to whom reference can be made regarding the individual/ firms experience and performance.
  - vii) Name and address of the Banker together with a certificate as to the financial standing of the bidder.
  - viii) Income tax clearance certificate should be furnished on the form prescribed by the Central Board of Taxes and duly countersigned by the Income Tax Officer concerned.
  - ix) Details of work of similar type and magnitude carried out by the bidder should be given in the Performa ( As at Annexure-I). The Corporation may demand submission of documentary evidence thereof, if necessary.
6. 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 and be duly signed by the bidder.

7. The bidder is expected to have gained familiarity with the destination and acquainted himself with the road conditions, distance, routes before quoting for the work.
8. 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.
9. 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 followed by written permission from the GM/HMBP/FFP/HMTP, HEC Ltd., Ranchi with regard to the change of route. A documentary evidence of diverted route (preferably of Check-Post) is to be submitted by the Transporter alongwith the Bill.
10. The Contractor shall provide sufficient number of trailers suitable for transportation of materials (Engineering items etc.).
11. The Corporation reserves the right to reject any or all the bids without assigning any reason whatsoever.
12. 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.
13. Approximate total quantity to be transported is 6740 MT.
14. i) The Contractor will be given requisition on telephone first for placement of vehicle for transporting materials/goods. The requisition will be in writing/ e-Mail and will contain information about type of vehicle to be placed, the place the vehicle(s) will report to lift the material/ goods, the date and time when the vehicle(s) will report and destination where the goods/ materials are to be delivered. The transporter shall collect the requisition of vehicle(s) after receipt of telephonic call/ e-Mail information from respective Shipping & Movement Deptt. HMBP/FFP/HMTP.
  - ii) In event of failure of the successful bidder to place the vehicle in time as mentioned in requisition slip as per Clause 14(i) causing delay in lifting the material, the other transporters may be approached to lift the material at the risk and cost of the successful bidder with the approval of GM of respective Plant of HEC.
  - iii) If the contractor fails to provide the vehicle(s) as per requisition and/or fails to complete the despatch of consignments/materials to the destination, he shall be liable to pay to the Corporation all damages as assessed by the respective Head (Shipping & Movement), HEC Ltd., Ranchi-4 duly approved by the GM or Chief of the Plant as the case may be for such negligence on the part of contractor without prejudice to any other mode of recovery. 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 as contained in requisition slip in terms of Clause 14(i) above mentioned.

- iv) The bidder shall place vehicles by 10.00 AM or at the time desired by the Employer to respective plant gate on the day of placement.
  - v) The Transporters are supposed to visit Shipping & Movement Deptt.HMBP/FFP/HMTP regularly for despatch activities, however the requirement of the vehicles will be intimated to them telephonically or/in person and recorded in a requisition register. Transporters should sign the register subsequently while taking the gate pass for vehicle entry.
  - vi) If the Contractor fails to place vehicles (other than Trailer) within 24 hours and trailers within 48 hours, such failure on the part of transporter shall automatically entitle M/s HEC Ltd after expiry of time contained in requisition slip/ e-Mail issued as per Clause 14(i) above for lifting the consignment (material/ goods), a token penalty equal to detention charges per load for each occasion will be levied. Refer Clause 50. Also to get the work done through alternative/ other sources as may deemed fit at the risk and cost of transporter without giving any risk and purchase notice.
15. Loading and unloading will be done by the consigner and the consignee respectively.
  16. The acceptance of the tender by the Corporation will constitute a valid contract between the bidder and the Corporation.
  17. The Corporation can inspect the vehicles of the bidder at any time before the contract is awarded or during the validity of the contract.
  18. The Corporation reserves the right to accept the rate of more than one contractor for one place.
  19. 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.
  20. DELIVERY  
The delivery time will be worked out on all destinations based on kilometers coverage per day as per the following norms.

## A. TRAILER

SL.No.	Consignment	Distance to be covered per day
1.	Normal Trailer	100 KM

21. (i) Submission of photocopy of receipted challan and consignment note (in original) may be asked by the respective Shipping & Movement of HEC Ranchi and shall have to be produced by the contractor within 7 days for the distance upto 250 KM and 15 days for the distance beyond 250 KM from the date of scheduled delivery.
- (ii) After completion of the dispatch of the consignment and issuing the Work Order by respective SMD/ SMT (Deptt.of HMBP/FFP/HMTP), the transporter should submit the Bill within 30 days.

## 22. 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 photocopy of receipted challans/ consignment notes, if asked by the respective Shipping & Movement of HEC, as per above schedule in respect of deliveries made by the contractors a penalty of 0.5% of freight charges will be levied per week or part thereof for delay in submission of the receipted challans/ consignment notes (in original) subject to maximum of 10% of freight.
- iii) The total penalty for failure to deliver the consignments as per clause 22 (i) shall be limited to 10% of the total freight.

23. The rate 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.

24. 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.

25. The contractor shall not load any material other than the Corporation's materials in the same trailer.

26. The contractor will collect necessary documents relating to consignment of the materials under the contract from respective Head of Shipping & Movement Deptt., HEC Ltd., Ranchi-4.

27. The correct delivery of every consignment should be authenticated by a qualified / unconditional receipt on the challan by the consignee/ HEC's representative with his signature, full name and office stamp. The contractor's bills for payment should be supported by this receipt.
28. The payment of the bills will be made either by the consignee or consignor as may be indicated in our requisition for trailers.
29. If the partner or partners or the contractor's firm/company/individual becomes insolvent or the firm/company is otherwise dissolved or on the death of the individual this contract shall forthwith stand automatically terminated.
30. The Contractor shall not without the Corporation's consent of authorised representative 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.
31. The contractor shall submit the bills in quadruplicate mentioning/enclosing therewith the relevant vetted work order number, challan no., copy of Gate-Pass and duly supported by unqualified receipted challan(s) as mentioned above 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.
32. The contract will come into force with effect from the date of issue of letter of acceptance by the Shipping & Movement, 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 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.
33. The E.M 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 of Contract 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. No interest shall be payable on earnest money and security deposit.
34. The Contractor shall execute an 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.
35. The Contractor shall obtain necessary permit or authority from the road transport/police authorities for the journeys to be performed at his own cost.

- 35A. The provisions in relation to goods & service tax (GST) shall be applicable. The Contractor shall register his entity for GST & submit the attested copy of GST Registration Certificate.
- 35B Form-2 is essential for placing vehicles for despatch of finished items to different destination in India.
36. On the termination of the contract either by efflux 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.
37. The accepted transportation rate 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.
38. The other charges payable to transporters.  
The following multi point delivery charges will be applicable for all places including steel plants.
- a) Rs. 800/- per additional point of delivery by a Normal Trailer for points falling within a radius of 10 Kms from the original destination.
39. The transportation rate as at Sl.No.38(a) shall be applicable for places within a radius of 10 Kms of destination.
40. 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.
41. Parameters of Trailer loads i.e. Maximum dimension in Length x Width x Height Mtr. are as follows.
- i) Trailer Normal Size & Load : 12.00x2.7x2.7 Mtr. Weight upto 27 MT
- ii) Items/ Consignment beyond above parameter shall be treated as Over dimension Consignment (ODC item), ODC consignment may be transported with the consent of the transporter. Refusal if any to be conveyed in writing.
42. Additional freight for additional weight above the loading weight of the vehicles as indicated in Clause No.41 will be payable on prorata basis to be decided by I/c SMD.
43. If the length of the consignment exceeds the normal length of the vehicles as indicated in Clause No.41 the additional freight charges shall be at the rate of 15% per meter over normal length.
44. If the width of the consignment exceeds 2.7 Mtr. in case of normal Trailer, additional freight shall be admissible for the width above 2.7Mtr. at the rate of 30% per meter over normal rate.

45. If the height of the consignment exceeds the normal height for any vehicle as indicated in Clause No.41 the freight charges shall be admissible on prorata basis to be decided by I/c SMD.
46. The length/width/height must be certified by concerned Engg.Deptt. of HMBP/ TSD of FFP/ Assly Deptt. of HMTP if the same is more than specified in Clause-41.
47. When the consignment is diverted to other destination(s) or the same destination through longer route due to unavoidable circumstances, the additional freight shall be worked out on prorata basis of 80% of the additional distance covered by the vehicle(s) as per Clause-9 of the special Terms & Conditions mentioned above.
48. When a single trailer is made to accommodate items beyond tendered load, additional freight shall be admissible which will be worked out on the basis of Number and the type of vehicles required to be deployed for transportation of the additional items. In this case, if consignment of two vehicles is accommodated in a single vehicle, freight will be paid as full for one vehicle and for additional vehicle load 80% will be paid as extra. On the basis of the type of vehicle required to be deployed for transportation of the additional items.
49. All additional charges on account of addition in length, width , height and/or for weight shall be payable over the basic rate after submission of proper document.
50. Detention charge at un-loading point will be payable after One clear day (Excluding date of reporting and date of un-loading) @ 1500/= per trailer per day.
51. There will be no guarantee of minimum work.
52. Rate contract will be valid for 1 year from the date of issue and may be extended on discretion of HEC Ltd.
53. If the weight of the consignment is less than 18.0 MT loaded on Trailer, it will be treated as under load.

Under load despatch may be permitted in case of voluminous item, high value item or urgency/ need with the permission of GM of the respective Plant of HEC mentioning the reason.

### **HMBP**

- |    |                   |                                    |
|----|-------------------|------------------------------------|
| 1) | SDGM I/c SMD/HMBP | 0651-2401401(O)<br>0651-2401117(O) |
| 2) | GM/HMBP           | 0651-2401184 (O)                   |

### **FFP**

- |    |                  |                  |
|----|------------------|------------------|
| 1) | SDGM I/c PPC/FFP | 0651-2401604 (O) |
| 2) | SDGM I/c SMT/FFP | 0651-2401346 (O) |
| 3) | GM/FFP           | 0651-2401210 (O) |

**HMTP**

- |    |                   |                  |
|----|-------------------|------------------|
| 1) | SDGM I/c PPC/HMTP | 0651-2401341 (O) |
| 2) | GM/HMTP           | 0651-2401196 (O) |

Sr.DGM I/c  
(Shipping & Movt. Division)

## AREA FOR TRANSPORTATION (ANNEXURE-A)

<b>Destination</b>	<b>DIST. KM (APX)</b>	<b>Normal Trailer (27 MT) 12.00X2.7X2.7M</b>
<b>North Karanpura</b>	<b>82 KM</b>	

## Declaration under Section 194C(6) for Non-deduction of Tax at Source

To

\_\_\_\_\_

\_\_\_\_\_

(Name, address of the payer )

### Declaration

I, Mr. \_\_\_\_\_, Proprietor/Partner/Director of M/s \_\_\_\_\_Transport Company, \_\_\_\_\_, (hereinafter "the contractor") do hereby make the following declaration as required by sub section (6) of Section 194C of the Income Tax Act, 1961 for receiving payments from the payer without deduction of tax at source,:

1. That I/We, \_\_\_\_\_am/are authorized to make this declaration in the capacity as Proprietor/Partner/Director of M/s \_\_\_\_\_.
2. That M/s \_\_\_\_\_ is being engaged by the payer for playing, hiring or leasing of goods carriage for its business.
3. That M/s \_\_\_\_\_ does not own more than ten goods carriage as on date.
4. That if the number of goods carriages owned by the contractor exceeds ten at any time during the previous year 2018-19 ( 01-04-2018 to 31-03-2019 ) , the contractor shall forthwith, in writing intimate the payer of this fact.
5. That the Income Tax Permanent Account Number (PAN) of the contractor is \_\_\_\_\_ . A photocopy of the same is furnished to the payer along with this declaration.

Place:

Dated:

Declarant

### VERIFICATION

I the above named declarant do hereby verify that the contents of paragraphs one to five above are true to my own knowledge and belief and no part of it is false and nothing material has been concealed in it.

Place:

Dated:

**ANNEXURE-I**

Tender Notice No.HMB/SMD/North Karanpura RC/20-21/open- Dt.

Tenderer must fill in the under noted columns :

Sl. No.	Full particulars of similar works carried out by the tenderer	Approx. Ton Handled	Period of Contract	Name and address of Authorities for whom work was carried out.
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Signature

Name of the Tenderers  
(Seal)

**ANNEXURE – II**

Tender Notice No.HMB/SMD/North Karanpura RC/20-21/open- Dt.

Schedule of / Trailers owned to be employed by the tenderer for contract.

Sl. No. of vehicles	Type & Brand	Details (Capacity floor space, Carrying capacity etc.	Registration No.	Name and address of the owner	Name of under writers with whom insured
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Name of the Tenderer  
(Seal)

**ANNEXURE-III**

**(On official Letter Head)**

Tender Notice No.HMB/SMD/North Karanpura RC/20-21/open-

Dt.

ACCEPTANCE OF TERMS & CONDITIONS OF THE TENDER

The contents of the tender i.e. Technical Bid and Commercial Bid have been read and understood by us. We accept the terms and conditions of the tender is full as laid down in the tender documents.

Signature  
Name of the Tenderers  
(Seal)

Annexure-IV

**AGREEMENT**

Value not exceeding Rs.....

**CONTRACT AGREEMENT NO.....DATED .....**

**THIS AGREEMENT** is made this ..... day of .....2018 between the Heavy Engineering Corporation Ltd, Plant Plaza Road, P.O-Dhurwa, Ranchi – 834004 acting through the .....(hereinafter called “the Employer” which expression shall, when the context so admits, include its successors and assigns) of the one part AND ..... a company incorporated under the Companies Act, 1956 or 2013, and having its registered office at ..... in the state of ..... /partnership-firm constituted and registered under the Indian partnership Act, 1932, carrying on business under firm name of ..... and having its principal office at ..... in the state of ..... /Son of ..... residing at ..... within the limits/of ..... Police Station in the district of ..... in the state of ..... (hereinafter called the “Contractor” which expression shall unless there is anything repugnant to the context include their/his/her successors and permitted assigns) of the other part.

**Where** as, the contractor has inspected the sites of HEC Ltd. Ranchi inside the Plant (Heavy Machine Building Plant/Foundry Forge Plant/Heavy Machine Tools Plant) for the transportation work specified for the destination in the work order (for which the contractor has become the successful Bidder) annexed hereto and has satisfied himself by a careful examination before submitting his tender and has made local independent enquiries and obtained complete information as to the matters and things referred to, or implied in the notice of Tender, General condition of Contract, Special conditions of Contract, Schedule of work and quantities and has considered the nature and extent of all probable or possible delays, hindrances or interference to or with the work related to transportation work to be carried out under the contract and has made his estimate in respect thereof and has examined and considered all other matters, conditions and things, and all possible and probable contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the work and which might have influenced him in making his tender.

**AND WHEREAS** The Contractor hereto has agreed to enter into and execute this agreement as per Clause mentioned in the Tender Enquiry.

**NOW THESE PRESENTS WITNESS AND THE PARTIES HERETO HEREBY  
AGREE AS FOLLOWS**

1. That for the consideration hereinafter mentioned, the contractor shall within the period and dates specified in the Rate Contract (Annexed hereto) transport and deliver to the entire satisfaction of the Employer the works covered by the aforesaid tender for transportation and as shown, described, referred to or implied in the detailed Tender Notice, the General conditions of contract of HEC, Special conditions of contract of HEC, Specifications and the schedule of Rate & Prices and shall subject to and in accordance with the said special conditions, specifications issued or given in accordance with the relevant provisions of the General conditions of Contract and special conditions of contract as the Employer shall from time to time or at any time either directly or through his authorised representative issue and give to the Contractor to complete the said work in the manner aforesaid, on or before expiry of Rate Contract and shall maintain the said work for a period of Rate Contract and shall observe and fulfill and keep all the conditions in the said General conditions of contract, Specifications and the Schedule of Rate & Price (which documents shall be deemed to be taken to be part of this contract, as if the same had been fully set-forth herein).
2. That the Employer agrees to pay or cause to be paid to the contractor in consideration of the transportation and completion of the said work and performance of the obligation undertaken

by him as specified in Tender Enquiry hereof to the satisfaction of the Employer such sums as shall be ascertained and certified in writing by his/her authorised representative according to the several rate of prices and conditions set forth in the Accepted schedule of Rate & Price hereto annexed, in so far as such rate and price are, in the opinion, and according to the determination of the employer shall be applicable and where and in so far as such prices and rate are not in the opinion and according to determination of the employer applicable, then according to such other rate and price which the said employer shall fix and determine, at the times and in the manner provided by, subject to and in accordance with the terms of the said General Conditions of contract & Special conditions of contract.

3. This Agreement shall be deemed to have come into effect on .....20

## SCHEDULE

1. Full details & Description of the work specifications time schedule terms of payment etc. of the work vide work order .....
2. Tender notice .....  
Issued by .....  
Vide No..... Dated .....
3. Tender
4. Acceptance of Tender vide No..... Dated .....
5. General conditions of contract as per Tender Enquiry.
6. Special conditions of contract as per Tender Enquiry.
7. Period of Rate Contract.
8. Schedule of L1 Rate for destination (Annexed).

Signed by ..... HMBP/H.E.C Ltd. for and or behalf of the Heavy Engineering Corporation Limited, in the presence of

1.

Signed by the Contractor in the presence of :

1.

Witness:

1.

2.