



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



Tender no. KOL/BO/Cont/RT/Truck /2022-23/03

Date: 31.12.2022

To
M/s.....
.....

Sub: Tender for Annual Rate Contract for transportation of goods by Road from Kolkata/Kolkata Port/ Kolkata Air Cargo Complex/Kolkata suburbs to Ranchi by Trucks

Sir,

Sealed tenders as/are invited from bonafide and experienced Road Transport Contractors of repute to act as our Transport Contractor for transportation by road of our imported/indigenous consignments of standard moving dimension between Kolkata/Kolkata Sea Port/ Kolkata Air Cargo Complex/Kolkata suburbs to Ranchi by Truck (s) for a period of one year.

Tender documents may be purchased from the office at the following address from on deposit of the respective application fee as Rs 250.00 through Cash or Demand Draft in favour of Heavy Engineering Corporation Ltd, payable at Kolkata. The timing for purchase of documents will be between 10.30 AM to 3.00 PM on all working days. Tender document can also be downloaded from CPP Portal and the same may be submitted along with separate demand draft as cost of tender.

Sri Abhijit Kayal, Dy. Mgr/ Sri K. Pandey, Asstt. Mgr
Heavy Engineering Corporation Limited.
77, Park Street,
Kolkata-700016.

Last date of submission: 30.01.2023 upto 2 PM and tender will be opened at the office at 3 PM on the same day.

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

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Date: 31.12.2022

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Sub: Tender for Annual Rate Contract for transportation of
goods by Road from Kolkata/Kolkata Port/ Kolkata Air
Cargo Complex/Kolkata suburbs to Ranchi by Trucks

Sir

Sealed tenders as/are invited from bonafide and experienced Road Transport Contractors of repute to act as our Transport Contractor for transportation by road of our imported/indigenous consignments of standard moving dimension between Kolkata/Kolkata Port/ Kolkata Air Cargo Complex/Kolkata suburbs to Ranchi by Truck (s) for a period of one year. The tender documents comprising of the following are enclosed:-

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

You are requested to quote "firm rates" without any escalation during the period of the contract.

Tender must be submitted in 2 (Two) parts as specified in the tender document, in the Tender Box placed in the office of the Manager/BO/Kolkata, Heavy Engineering Corporation Limited, 77, Park Street, Kolkata – 700016 up to 02.00 PM on 30.01.2023.

Part I - Technical and commercial bid

Part II - Price bid.

The tenderer shall submit their offers in two parts in two separate sealed envelopes subscribing "Tender Enquiry No." & "due date of opening" and "Techno Commercial bid/ Price Bid" on it:

Both the envelopes are to be kept into one envelope subscribing "Tender Enquiry No." and "due date of opening, i.e." on it.

Part I - Techno Commercial bid –should contain:

- (i) A forwarding letter.
- (ii) Earnest Money Deposit of Rs. 5000.00 in form of Demand Draft/Banker's Cheque/Pay Order of any RBI approved Bank in favour of "Heavy Engineering Corporation Limited, Kolkata-700016" payable at Kolkata only. Exemption from deposition of Earnest Money

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for Small Scale Industries (SSI) or any other category will be as per prevailing Government guidelines on production of documentary evidence in its support.

- (iii) The tender documents (i.e. Instruction to Tenderers, General Condition of Contract, Special Conditions of Contract) duly signed with seal on each page as acceptance of all terms & conditions of tender document.
- (iv) PAN No.
- (v) All other documents as mentioned in the tender document. General Condition of Contract, Special Conditions of the Contract, along with Appendix I, II & III duly filled and signed un-priced copy of the price bid is to be submitted in Part-I marking 'xxxxx' where price has been quoted.

Part II - Price bid

Price Bid: Shall only consist of the price 'in the prescribed format' only.

Price bid shall be opened only after acceptance of the techno-commercial offer.

Most competitive and realistic price bid to be furnished in prescribed format based on prevailing market rates.

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

Techno-commercial Bid (Part-I) will be opened in the 1st phase and after scrutiny of Part-I, Price bid (i.e. Part-II) of only technically suitable bidders will be opened.

While deciding L1 firm, prominence will be given to the rate quoted against transportation/ freight charges in Price Bid (Part-II).

The validity of tenders shall be 90 Days from the date of submission of bids.

Security Deposit will be 10% of contract value.

Heavy Engineering Corporation Limited reserves the right to reject any or all tenders without assigning any reason whatsoever.

For further details, please log on Heavy Engineering Corporation Limited [HECL] Web Site <http://www.hecltd.com>. Any tenderer who desires to download the tender document from website and submit the tender on due date and time, may do so subject to the condition that they will deposit the application fee through Demand Draft, (in a separate envelope) payable at Kolkata in favour of Heavy Engineering Corporation Limited, Kolkata-700016.

The Last date of submission the above tender is: 30.01.2023 till 2 pm and Techno-commercial Bid (Part-I) of tender will be opened at 3 pm on the same day.

Bidders or their authorized representatives may attend the tender opening, if they wish to do so.

You are requested to submit your tender in the prescribed format, specified in the enclosed tender documents so as to reach this office before 02 pm on the date of opening of the tender.

01 INSTRUCTION TO TENDERERS

1. Please study carefully the "Special Conditions" and the "General Conditions of the Contract".
2. Please visit Kolkata/Kolkata Port/ Kolkata Air Cargo Complex/Kolkata suburbs area and acquaint yourselves with the areas where work has to be done, if the contract is awarded to you. The Import and Export Department Officers of the Corporation at Kolkata will assist you in this regard.

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3. Please fill in the rates carefully, both in words and in figures, and in Ink or in type writing in the Schedule of Rates pertaining to this Tender Form avoiding alteration/amendments and affix your signature and date on completed forms. The Contractor should note that in case of any discrepancy between rates shown in the figures and words, rates shown in words shall be considered. No erasing is permissible and any change should be noted over with the signature of the tenderer.
- 4a.) Each tenderer is required to deposit with the Heavy Engineering Corporation Ltd, Kolkata – 16, the sum specified towards earnest money in cash/demand draft before submitting tender as per Para 4(a) of the "Special conditions of the contract". The copy of the demand draft/ cash receipt, issued by them, should accompany the tender documents.
- b) Each tender shall be accompanied by a factual statement giving the particulars as per Clause 4 (b) of the "Special conditions of the contract" with complete data of the vehicles owned by the tenderer.
- c) **Earnest money deposited (EMD)** by the Tenderer as per clause no. 4 (a) above will be converted to Security deposit against Contract awarded to the successful tenderer. The balance amount towards security deposit will be deposited by the contractor within 10 days from the date of receipt of the Work Order by the employer to make total security deposit to 10% of the contract price. Security Deposit will be 10% of contract value.
- d) On successful completion of the works as per contract agreement, the Security Deposit shall be refunded. No interest shall be payable against the Security Deposit.
5. The following are to be attached with the complete tender forms.
 - i) Earnest Money documents vide Para -4(a) of Special Conditions of Contract.
 - ii) Factual statement, vide Para 4(b) of Special Conditions of Contract giving true and complete details against each item.
 - iii) Acceptance of the terms and conditions stipulated in the tender documents by the tenderer. The signature on the tenders schedule alone shall be considered as acceptance of all schedule rates, specific action and special conditions of contract etc. forming part of the tender document.
 - iv) Previous experience of the tenderer as Transport Contractor of Central, State Govt. Dept. and Government Undertaking furnishing their Contract No. Details of works and magnitude carried out by the Tenderer, Name & address of those Central, State Govt. Dept and Government Undertaking mentioning name & designation of their official to whom reference can be made regarding their experience and performance.
6. Enclose the complete tender form and all documents as per Para – 5 above in sealed cover clearly superscribed with "Tender for Road Transportation by Trucks from Kolkata/suburbs to Ranchi". Sealed tenders superscripted as above may be sent by registered post so as to reach the Manager/BO/Kolkata, Heavy Engineering Corporation Ltd, 77, Park Street, Kolkata – 16 on or before 2 pm on the scheduled date i.e., 30.01.2023.

A tender received after 2 pm on the specified date is liable to rejection. Local tenderers may submit the tender in the tender box of the Branch Office, Heavy Engineering Corporation Ltd, 77, Park Street, Kolkata – 16 on or before 2 pm on the specified date. Tenders will be opened at 3pm on the same date.
7. Each tender shall contain the Name, residence and place of the business of person or persons making the tender, nature of Firm and shall be signed by the Tenderer

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with his usual signature and stamp/office seal. Tenders by partnership firms shall be signed with the partnership name by one of the partners or duly authorized representatives, a Power of Attorney in that behalf shall accompany the tender. An attested copy of the latest partnership deeds in case of partnership firms, Memorandum and article of Association in case of public/private Ltd Company shall be furnished along with tender. Full name of the partners along with their addresses may also be furnished.

8. The Corporation reserves the right to reject any Tender without assigning any reason thereof and separate communication will not be sent to any unsuccessful tenderer.
9. The rates quoted by the Tenderer **shall not be subject to any 'escalation' and shall be firm during one year of the contract. No claim for revision of the rates in the rate of labour, equipment, running cost etc in the general conditions of work shall be entertained by the Corporation except increase in statutory factors.**
 - a) However, after **one year of the contract**, escalation may be considered in case of any statutory increase in price of fuel and lubricants as per our existing formula. The basis of the calculation for escalation of rates will be considering fuel cost as 40% of the total freight charges as per the norms of the Corporation. Escalation will be considered with respect to the price of fuel on base date as per <https://www.mypetrolprice.com/diesel-price-in-india.aspx>) which is date of this work order. In the event of decrease of fuel price, the freight rate will also decrease correspondingly.

b) Formula for escalation/de-escalation: Considering fuel as 40% of freight
$$\% \text{ escalation /de-escalation} = \frac{\text{Hiked fuel rate} - \text{basic rate}}{\text{Basic Rate}} \times 0.40 \times 100$$

10. Non-compliance by the Tenderer/ Tenderers against any clarification shall render their tender liable to rejection.
11. The quotation offered by the Tenderer should be valid for acceptance for a period of 3 months from the date of opening of Tender. If the Tenderer shall withdraw or amend the quotation /offer before expiry of the above period without the consent of the Company in writing, the earnest money furnished by him will be liable to be forfeited in full.
12. If, at a later date, it is found that any bidder had given incorrect and misleading information/ document(s), HEC shall take suitable action including cancellation of contract and any other legal action it may deem fit.
13. HEC reserves the right to call for any additional information/documents from any bidder to this tender, and to be received in the time frame as desired it.
14. HEC reserves the rights to cancel the tender in totality without assigning any reason(s).
15. The contractor shall not engage another contractor or agency to execute full or part of the work without getting written approval of the employer.
16. All the documents and copies thereof furnished from time to time by employer to the contractor shall be deemed and always be deemed to be the properties of the employer, and they shall not be used at any other work or purpose. All such documents have to be returned to the employer on completion or termination of contract or as per instructions by the office of undersigned.
17. Due to change in the regulations in the Sales Tax Deptt., **online** filing of TP has to be done by the transporter for transportation of imported consignments. This

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responsibility lies with the transporters who are to arrange it before transportation of goods.

18. The Contractor will deliver the stores/material to the consignee within 2 days (for trucks) on receipt of challan. If the Contractor fails to deliver the stores/material to the consignee within the stipulated time, the Corporation, without prejudice to his other rights, shall impose a penalty as detailed below:
- To recover from the contractor for any loss which the Corporation may sustain due to failure in delivering the consignment(s) within above stipulated period. And
 - To get the transportation work executed by any other contractor without notice at his risk and cost. In the event of such action being taken by the Corporation, the contractor shall be liable to pay liquidated damages as above and any other loss which the Corporation may have incurred on this account.

19. **Contract Period:** This contract will be considered effective from as per W.O. and will remain valid for a period of one year. The contract may be extended for a further period at the same rates, terms and conditions after consideration of any statutory increase/decrease and escalation/de-escalation of fuel rates which may be mutually agreed upon. You will supply sufficient nos of trucks at Kolkata Airport/ Seaport, other places in Kolkata and Kolkata Suburban areas at the time and date as specified in the requisition /provisional work order.

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

The contractor will place their truck(s) to the consignee stores at destination before 12 noon on working days for unloading. The consignee will release the truck(s) after unloading. The Corporation/ consignee will not be responsible if the truck(s) is/are placed to the consignee stores after 12 noon and not released on that date.

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

21. **Penalty**

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

- In case of failure to deliver the consignment as per the above schedule the contractor shall have to pay penalty of 5% of the freight charges per week or part thereof for delayed delivery subject to maximum of 50% freight
- If the total penalty exceeds 50% 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 a year may disqualify the transporter for the remaining period of the contract.

22. **Terms and conditions:** The terms and conditions laid down in "General conditions of the Contract" and "Special conditions of the Contract" are applicable against this contract. In addition to the rates, terms and conditions stipulated in the schedule of

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charges and enclosed with this letter are also applicable.

Further no additional claim except as indicated in the offer will be acceptable to us.

N.B.

- 1) The rates as detailed below are inclusive of all charges, taxes and incidental expenses enroute.
 - 2) Loading of Consignment (s) in truck at dock shall be arranged by Heavy Engg. Corpn Ltd. /CHA or our authorized representative and unloading of truck will be arranged by the Consignee.
1. The transportation work also includes following points:-
 - i). Placement of truck(s) suitably in the loading/ collection point at schedule time and date as per requisitions of the Corporation.
 - ii). Unlashing the chargeable pkgs. from the sling of the crane and having them placed suitable in the truck(s).
 - iii). Securing the pkgs. with tarpaulin and with lashing ropes as required.
 2. The truck (s) will be placed by the contractor at the loading point inside docks/warehouse within 12 noon on date as per requisition of the Corporation, otherwise the Corporation will not be responsible if the truck(s) is returned empty.
 3. The contractor, if he so desires, may have the consignments insured in his own interest at his cost without any additional expenses to the Corporation. Notwithstanding the above, the contractor is responsible for all eventualities while the consignment will be in the custody of the contractor for transportation thereof.
The decision taken by the Manager/BO/Kolkata, Heavy Engineering Corporation Limited, 77 Park Street, Kolkata-16, in this matter is absolutely binding on the Contractor.

Appendix I

Tender no. :

Tenderer must fill in the undernoted columns

Sl no.	Full particulars of similar work undertaken by the transporter	Approx. tonnage handled	Period of Contract	Name & address of the authorities for whom work was carried out
01				
02				

Signature of Tenderer
Name of the tenderer
Seal

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Appendix II

Tender no. :

Tenderer must fill in the undernoted columns

Details of Vehicle Owned:

Sl. No	Type	Capacity(Tonnage)	Registration No	Details of Permit	Name of Owner
1					
2					
3					

Signature of Tenderer
Name of the tenderer Seal

Appendix III

Tender no. :

The contents of the tender i.e. Technical & Commercial Bid have been read and understood by us. We accept the Terms and Conditions of the contract in full along with the HEC's General Conditions of the Contract and Special Conditions of the contract as laid down in the Tender document.

Signature of Tenderer
Name of the tenderer
Seal

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02.SCHEDULE OF CHARGES

PRICE BID FORMAT FOR TRUCKS

SCHEDULE OF CHARGES QUOTED BY TENDERER FOR TRANSPORTATION BY TRUCK (S) FROM KOLKATA/KOLKATA PORT /KOLKATA SUBURBS TO RANCHI FOR CASES/ CRATES/ UNPACKED CONSIGNMENTS THAT ARE WITHIN THE MEASUREMENTS AS DEFINED BELOW i.e. CONSIGNMENTS OF STANDARD MOVING DIMENSIONS TRANSPORTED IN A TRUCK.MATERIAL DISPATCHED TO RANCHI .

Weight and Description		Truck dimension						Rate in Rs. (for Min)	Rate in Rs. (for Max)
Weight	Description	Length (in feet)		Breadth (in feet)		Height (in feet)			
		Min	Max	Min	Max	Min	Max		
02MT	a) For Total weight of Consignment upto and including 2000 Kgs.	As per standard dimension						Rate for 02MT=	
04MT	b) For Total weight of Consignment upto and including 4000 Kgs.	As per standard dimension						Rate for 04MT=	
06MT	c) For Total weight of Consignment from 4001 kgs to and including 6000 Kgs.	16	18	7	7	7	7		
09MT	d) For Total weight of the Consignment from 6001 Kgs. upto and including 9000 Kgs	18	20	7	8	7	8		
16MT	e) For Total weight of the Consignment from 9001 Kgs. upto and including 16000 Kgs	18.1	20	7.3	7.3	8	8		
20MT	f) For Total weight of the Consignment from 16001 Kgs. upto and including 20000 Kgs.	20.1	24	7.3	7.3	8	8		

Loading and other Charges as per Truck Capacity			
SL No.	Weight	Description	Rate in Rs.
1	02MT		
2	04MT		
3	06MT		
4	09MT		
5	16MT		
6	20MT		
7	Detention Charges per truck per day.		

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8	Dock collection charges per truck for if collecton of consignment from Kolkata dock. (including TP) (Note:-Dock Collection Charges are applicable for the imported consignments cleared from Kolkata Port Only and no other CFS/Airport)	
9	Signing of TP from outgoing check post	
10	Taxes, if any	
11	Prevailing Fuel Rate considered	
12	In case of any accident, total expenditure towards re-packing,un-loading & loading of material, if required	
13.	Rates for Two Point loading for truck	
FOR EXTRA WEIGHT BEYOND SPECIFIED TONNAGE: PAYMENT WILL BE MADE ON PRO-RATA BASIS		

Note:

1. Actual weight shown in the Shipping documents and those stenciled identically on the imported consignments will be considered for calculation. In case of variation between the two, the actual weight shall be taken into consideration. As for indigenous consignments their actual weight shall be taken into account.
2. Notwithstanding the above clause, if the consignment is bulky and occupies full truck, charges for the full capacity shall be payable subject to the certification of the concerned HEC official.
3. Dimension of load will be strictly as per section 189 of Bengal Motor vehicles rules 1940
4. All trucks should be with standard platform size

PROJECTION OF LOADS

A: Width: Load or any part thereof or any extension should not be laterally beyond the said body of the truck (ie width of the platform should be within the permissible limit

B: Height: Overall height should as per norms

C: Length:

- a) Load or any part thereof or any extension should be as per norms.
- b) When loaded with any pole or other projecting thing, the distance by which the pole or any other thing projects beyond the rearmost point of the Truck should be as per norms. In which case during day light hours a white circular disc of not less than 15" in diameter should be attached to the rear of such poles in such a way so as to be clearly visible from the rear at all times and during night a lamp, in addition to the prescribed lamps on the truck, should be arranged so as to show as red light to the rear.

5. The above rates are inclusive of all charges and taxes and incidental expenses enroute
6. The road transportation work includes among other things the following items of work also.
 - i) Placement of suitable truck (s) at the loading points at the scheduled time and date as mentioned in our order/requisition of truck(s)
 - ii) Unlashing the craneable packages from the silting of the Crane and having them placed suitably in the trucks

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- iii) The Contractor will inform the details of vehicles to be placed along with the copy of registration certificate of vehicle immediately after HEC's requisition and before of placement of vehicle.
 - iv) Securing the packages with tarpaulin and with ropes, as required.
 - v) Special care should be taken for placement of Vehicles for Imported Consignments. The transporter should ensure the placement of the vehicle at Ports/CFS/Airport etc positively on the day intimated by the Corporation, as delay in despatch of the materials incurs heavy rent. If the transporter fails to place the vehicles within time, the rent incurred against that consignment should be deducted from the transporter's bills.
7. Loading of individual packages each weighing over 300 kgs at the stores shall be arranged by the Corporation.
 8. Whenever the truck loaded with imported goods at the Kolkata port falls short of the carrying capacity/utility space of the truck, other packages, indigenous and/or imported lying in the Corporation's office or any Godown in any other points in Kolkata and/or in its suburbs shall also be picked up.
 9. The contractor will place their trucks(s) at the loading point on the date and time as instructed by the Corporation and the Truck will be released by the Corporation within 8 hrs after loading at any point other than dock. The Truck will be placed by the Contractor at the loading point inside the Dock/warehouse within 1 pm on the requisitioned date, otherwise the Corporation shall not be responsible if the truck is returned empty.
 10. The Contractor will load lengthy material of the Corporation in their truck as per norms.
 11. The consignments are covered by Insurance taken by the Corporation, the contractor, if he so desires, may have the consignments insured in his own interest at his cost without any additional expenses to the Corporation. Notwithstanding the above, the contractor is responsible for all eventualities while the consignment will be in the custody of the contractor for transportation thereof.

Signature of Tenderer
Name of the tenderer
Seal

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03. GENERAL CONDITIONS OF CONTRACT WILL BE READ AS PER HEC'S GENERAL CONDITIONS OF CONTRACT.

HEC's General Conditions of Contract (GCC) (which can be downloaded from our website www.hecltd.com).

04. SPECIAL CONDITIONS COVERING THE TENDER FOR ROAD TRANSPORTATION

PRELIMINARY DEFINITIONS AND INTERPRETATIONS

DEFINITION & INTERPRETATION

- A) In these conditions of contract, unless there is anything repugnant in the subject of context:-
- i) "Chairman-cum-Managing Director" means the Chairman-cum-Managing Director of the Corporation and include any Director of the Corporation.
 - ii) "Contract" includes these General Conditions of contract, the Special Conditions of contract, the contract agreement and the documents constituting the tender and the acceptance thereof and further commitment by way of correspondence, if any.
 - iii) "Contractors" means any person or persons, firm of Company who enters into the contract with employer and includes the executor, administrators, personal representatives, successors and permitted assigns of such contractor.
 - iv) Corporation means the Heavy Engineering Corporation Ltd., having its Registered Officer at Plant Plaza Road, Post Office – Dhurwa, District – Ranchi - 834004 in the state of Jharkhand in the territory of India and having its Branch Office at 77, Park Street, Kolkata – 700016 in the state of West Bengal in the territory of India and shall where the context so admits include its successors and assigns.
 - v) "Documents" includes part of a document.
 - vi) "Employer" means the Corporation and includes all directors for the time being of the employer, the Manager/BO/Kolkata or any other person empowered in his 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 required; and.
 - xi) "Excepted Matters" means those matters within which are reserved for the decision of the Director and over which the Director has given his decision
- B) All heading of the clauses of these conditions of contract or of and to any other contract document are solely for the purpose of giving a concise indication and not a summary of the contents thereof and they shall never be deemed to be part of these or to be used in interpretation or construction thereof of the contract.

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- 1) The Tenderer is requested to signify in writing, acceptance of terms and conditions laid down in (i) these "Special Conditions" and (ii) the "General Conditions of Contract" applicable to all Contracts placed by the Heavy Engineering Corporation Ltd. To the extent that they are not modified or superseded by any provisions contained in these Special Conditions.
- 2) The work involves inland transportation of imported/ indigenous equipment, machinery, Steel Structure/ Steel/ Brass/ Copper / Tubes, Steel Section/ Steel Plates/ Pipes etc. and all the miscellaneous Materials as detailed in the enclosed schedule of rates by Truck (s) from Kolkata Port/ Kolkata Suburbs to Ranchi Shown in Schedule of Rates.
- 3) The Tenderer will quote separate rates, in figures and in words against each item of work to be done for each destination in the format enclosed with tender. Failure in this regards is likely to disqualify the Tender.
- 4 a) Each Tenderer is required to deposit at Heavy Engineering Corporation Limited., 77, Park Street, Kolkata-16 the sum, (as indicated in the tender), in cash/Demand Draft towards earnest money before submitting the tender. The Xerox copy of the Cash receipt issued by the Cashier, shall accompany the Tender Documents.
- b) Each Tender should be accompanied by a factual statement giving the following particulars:-
 - i) Name of the Tenderer:
 - ii) Address of the place of Business:
 - iii) Status of the Firm e.g. Public Limited Company or Private Limited Company or Registered Partnership concern or Joint Family concern of Proprietary concern.
Note: - The name of the Chairman and the Managing Director should be furnished in the case of the Registered Ltd., Company or of the Partnership and their address in the case of partnership concern or a Joint Family concern or name of the proprietary of a proprietary firm.
 - iv) A Statement indicating whether the firm is registered as a contractor with Government Department, Local Bodies or Government Undertaking. If so, authority with who registered when registered and class of registration should be mentioned together with Name and Address of the Concern.
 - v) Details of Vehicle Owned:

Sl. No	Type	Capacity (Tonnage)	Registration No	Details of Permit	Name of Owner
1	Truck				
2	Truck				
3	Truck				

Blue Books and valid permit of each vehicle owned shall have to be produced before the Manager/BO/Kolkata, Heavy Engineering Corporation Ltd./Kolkata-700016, if called for before acceptance of the Tender.

Note: - Non-submission of this factual statement will render the tender liable for out - right rejection.
 - vi) Name and address of the persons of status preferably senior officers of a Government Department. Local Body of Government Undertaking to who reference can be made regarding the firm experience and performance.
- 5) Tenders containing erasures or over-writing in the Tender documents will not be considered. Alternations, if considered necessary by the Tenderer, should be made

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by neatly scoring through the incorrect entry and making the fresh entry neatly, attested by the full signature of the Tenderer.

- 6) The tenderer is expected to have inspected all the concerned sites and acquainted himself with local working conditions particularly, the various roads, routes, paths, store-yard, CPT premises etc. before quoting for this work.
- 7) No claim from the contractor will be entertained either in respect of extra cost incurred by him or any damage etc. sustained to his vehicle or other property or where the roads or paths are motorable or not motorable.
- 8) In case, during the contractual period, the normal route is interrupted due to natural calamity and any diversion if necessary for the transport of the materials as entrusted by the employer, the contractor shall be at liberty to obtain prior advice either from the Manager/BO/Kolkata, Heavy Engineering Corporation Ltd., Kolkata-700016 with regard to the route and/ or method of transport at the rates to be mutually agreed upon.
- 9) In case, equipments, appliance and other facilities for handling, loading, unloading sorting etc. of materials and package are required in the Kolkata Port, Rail heads or any other point the contractor should make suitable arrangement for the purpose under the direction of employer.
- 10) The contractor shall similarly provide himself with vehicles necessary for the transport of heavy pkgs. and materials measuring in length in single unit, like steel section pipes, etc. Which may exceed upon 6Ft. in length beyond the platform limit of the vehicle.
- 11) The Tenderer should furnish to the proof of possession of vehicle and truck etc. with their Blue Books/ and or valid permits alog with their offer.
- 12)
 - a) The Corporation reserves the right to reject any or all the tenderers without assigning any reason for doing so.
 - b) The earnest money as indicated should be deposited by the Tenderer at the time of submission of his tender will be converted to Security Deposit against the contract which will be awarded to the successful Tenderer and the balance amount towards security deposit will be deposited by the contractor within 10 days from the date of receipt of work order from the employer.
Note: No interest will accrue in respect of such deposit.
 - c) On due performance and completion of the work under the contract in all respect the Security Deposit will be returned to the contractor without any interest on presentation of an absolute "NO DEMAND CERTIFICATE" in the prescribed form to the Manager/BO/Kolkata Heavy Engineering Corporation Ltd., Kolkata-700016 and upon return, in good condition without any loss/ damage of property belonging to the Corporation. In case of any breach of terms and conditions of the contract by the contractor, the Corporation shall be entitled to forfeit the said security deposit, in addition to any other right of the Corporation to claim damages for any loss suffered, as per provisions contained in clause of the "General conditions of the Contract"
 - d) On grant of completion certificate to the contractor, 50% of the SD shall be refunded to the contractor on his request which shall be payable within 14 days of time and the balance 50% will be retained as security against inaccuracy, omissions, shortcomings, quality deficiencies etc. On issue of no due certificate by the employer the remaining SD will be released.

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- 13) The Contractor shall be responsible for all losses or damages due to any cause what so ever from the time they receive the Consignment and during the period it is held by them in transit and /or till the time the Cargo is delivered to the consignees as the case may be.
- 14) In case of any accident happens with the vehicle carrying material during transit due to any reason, the contractor has to arrange proper re-packing/ un-loading/ loading of the materials, if required/ instructed by the Corporation. The contractor will have to inform and discuss the matter with the Manager/BO/Kolkata, Heavy Engineering Corporation Ltd., Kolkata-700016. As per the instruction/ directives of Manager/BO/Kolkata Heavy Engineering Corporation Ltd., Kolkata-700016, the contractor will ensure the proper re-packing/ un-loading/ loading of the materials and transport the consignment to the destination.
- 15) (i) Instruction will be issued by the Corporation or any Officer authorized in its behalf giving particulars of the Cargo and Consignments to be transported, names of the Steamers and place of delivery or despatch etc. along with relevant documents, whenever available.
- (ii) If and when any expenses such as custom duty, port dues, port rent, Port Demurrage, crane handling charges at Port & to Local Warehouse/ Godown, Warehouse/Godown Rent, Custom Preventing Booking charges etc. which are avoidable, are incurred or losses to store or losses of claims for compensation from carrier/ Port Authorities or Insurance Company or other Authorities are occasioned on account of the negligence on the part of the Contractor or failure to place Truck(s)/ by the contract on or at loading point(s) on the date & time as per requisition of the Corporation or failure to exercise, care, diligence and economy by the contractor to ensure safety, safeguard against any damage/ breakage/ loss or materials during transportation, the Manager/BO/Kolkata HEC. Ltd./Kolkata or his Nominee can after giving the contractor an opportunity to explain, at his discretion, require the contractor to reimburse the Corporation with the whole or any Part of such loses and expenses as aforesaid. The assessment of losses and the amount to be reimbursed by or recovered from the contractor bill may be determined by the Manager/BO/Kolkata, Heavy Engg. Corpn.Ltd., or his Nominee, Actual Losses incurred by the Corporation for the failure on part of the Transporter to place vehicle as per our requisition on the same to be fixed as detention charges payable per day per Truck whichever is higher will be deducted from the Transporter's Bills. In case however, the contractor is not satisfied with the decision of the Manager/BO/KOL, Heavy Engg. Corpn. Ltd./Cal-700016., or his Nominee, the matter may be referred to the higher management of Heavy Engg.Corpn.Ltd.Ranchi.
- 16) The Contractor shall be responsible for port rent accrued for any delay on his part in supplying adequate number of suitable Trucks and for any reasons what-so-ever which results accrual of port rent and the port rent thus accrued will be payable by the contractor to the Corporation and such amount to be realized from the contractor's bills.
- 17) IF THE CONTRACTOR SHALL AT ANY TIME
- (i) Become Bankrupt or insolvent or
- (ii) Make any arrangement with, or assignment in favour of his creditors or agree to carry out the contract under a committee of inspection of his creditors or.

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- (iii) Being a company of Corporation go into liquidation (other than a voluntary liquidation), for the purpose of amalgamation or reconstruction or.
- (iv) Have an execution levied on his goods or property on the work in respect of this contractor.
- (v) Assign or subject the contract or any part thereof to any other party or.
- (vi) Abandon the contractor.
- (vii) Persistently disregard the instructions of the concerned authorities of the corporation or contravenes any provisions of the contractor.
- (viii) Fail to adhere to the program giving by the Corporation's Officer or
- (ix) Fail to take steps to employ competent or additional staff and labour as required and instructed by the concerned officer in writing, or
- (x) Promise, offer or give any bribe or commission or gift or advantage, either himself/herself or through his partner, agent or servant, to any Officer or employees of the Corporation.
- (xi) Fail to equip himself with adequate labour and facilities like, crane, truck, Truck, Tempo etc

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

- a) Rescind the contract (on which a rescission notice in writing to the contractor under the hand of Manager/BO/Kolkata or his authorized Officer shall be conclusive evidence) in which case, the security deposit or the contractor shall stand forfeited to recover from the contractor the cost of completing the work by another contractor.
 - b) Carry out the work, or any part thereof, by the employment of required transport, labour and materials from elsewhere and to debit the contractor with such costs, including incidental and supervisions charges the amount of the which as certified by the Manager/BO/Kolkata shall be final and binding upon the contractor.
- 18) The contractor shall comply with the provisions of the payment of wages Act, 1936 and the rules made there under in respect of all employee or workmen employed by him for the purpose of carrying out the contract.
- 19) The contractor shall be responsible for safety of all employees or workmen employed by him on the work concerned with the contract and shall forthwith report to the Manager/BO/Kolkata, Heavy Engg. Corp. Ltd., all case of serious accidents to them or any of them how-so-ever caused and whatever occurring on the work, and shall make adequate arrangements for rendering aid to the victims of the Accident.

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- 20) The contractor shall comply with the requirements of the latest workmen's compensation Act, in so far as the workmen employed by him on the work connected with this contract is concerned.
- 21) In every case in which by virtue of the provision of latest workmen's compensation Act, the Corporation is obliged to pay compensation to workmen employed by the contractor in execution of work, the Corporation shall recover from the contractor the amount of the compensation so paid and without prejudice to the right of the employer under latest act, the corporation shall be at liberty to recover such amount or any part thereof by deduction from the security deposit or from any sum due from the Corporation to the Contractor whether under these conditions or otherwise. The Corporation shall not be bound to contract any claim mode against the under latest Act, except on written request of the contractor and upon his giving the Corporation full security for all the costs for which the Corporation may be come liable in consequence of contesting the claim.
- 22) The contractor shall not employ children below the age of 12 years for any work connected with the contract.
- 23) The acceptance of the Tender by the Corporation will constitute a valid contract between the Tenderer and the Corporation.
- 24) The Corporation can demand inspection of the equipments at any time before the contract is concluded or during the validity of the contract.
- 25) The Corporation, reserve the right to initiate parallel contracts with L1 contractor, as it may be deem necessary for the entire or part of the work for transporting to the stores Depot of the corporation or to the other places.
- 26) Now it is hereby agreed to by and between the parties as follows:
The contractor shall act, as transport contractor of the Corporation or transportation of materials by trucks (hereinafter referred to as the consignment) materials/stores meant for the projects of the Heavy Engg. Corp. Ltd., as may be entrusted to the contractor from time to time.
- 27) The Officer or officers nominated by the Corporation will give, from time to time instruction with necessary documents as available to the contractor. Any decision on major issues of policy Matters regarding transportation work will however be given by the Manager/BO/Kolkata of the Corporation or by any officer authorized by him. The contractor shall maintain close liaison with the staff and Officers of the Corporation at Kolkata and carry out the Transportation work with diligence, economy and care to the best interest of the Corporation. The contractor shall at all time during the continuation of the said work.
- 28) The contractor should deliver the material to the consignee within 2 days from the time/date of issue of Challan to the contractor.
- 29) The rates for transport of the consignment shall be as given in the attached schedule for the due performance of the work as per terms of this contract and the schedule including the notes thereof which shall for integral part of this contract.
- 30) Whenever so instructed by any officer of the Corporation who may be authorized by the Manager/BO/Kolkata, Heavy Engg. Corp. Ltd., Kolkata in this regard, the contractor shall undertake the transportation of goods including such Act., deeds and things as are necessary of incidental there to whether expressly mentioned in this contract or not, without additional, remuneration.
- 31) The contractor shall exercise proper care in transporting of the consignment covered under this contract by his servants, agents or other employed or utilized by him in

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- performing the above work and the contractor shall be responsible for any loss breakage or damage of the materials due to any cause what-so-ever while in his custody, or of servants, agents or other employed by him or during transporting and shall indemnify the Corporation against any such loss breakage or damage to the extent of the cost of the materials or part of the cost as assessed by the Corporation.
- 32) The contractor shall not load any materials other than the Corporation's materials in the same truck.
 - 33) The contractor agrees to provide the transport as asked for by the Corporation from the time to time within 24 hours of the intimation to him but, in case of emergency/urgent demand, the requisitions for the transport may be three hrs and transport should be arranged within the scheduled time as directed, this order or telephonic requisition shall be confirmed by requisition, in writing. In case of failure or comply with this provision the Corporation reserves the right to make other arrangements as deemed fit and recover from the contractor the loss, thus sustained.
 - 34) The contractor will collect necessary documents relating to materials from the office of the Manager/BO/Kolkata that is required to be transported by road.
 - 35) The Corporation may arrange escort to accompany the truck as and when considered necessary.
 - 36) The contractor shall maintain separate accounts of goods transported under this contract and will furnish to the Corporation Statements of out turn of records at such intervals and in such manner as the Corporation may ask from time to time.
 - 37) The Transportation and correct delivery of every consignment(s) should be authenticated by qualified receipt on the Challan by the Consignee with his signature and office stamp. The Contractor's Bills for payment should always supported by this receipt.
 - 38) If the contractor fails or neglects to observe and perform any of terms and conditions of this arrangements, the Corporation may, without prejudice to any other right if may have in this behalf terminate this contract by giving one month's notice in writing to the contractor and in that event shall be at liberty to forfeit the said security deposit.
 - 39) If the partner or partners of the contractor's firm becomes insolvent or the firm is otherwise dissolved, this contract shall forthwith stand automatically terminated.
 - 40) The contractor shall not without the corporation's consent in writing assign or sublet the contract or any part thereof provided that any consent shall not absolve the contractor from any of the obligations and liabilities under this contract.
 - 41) The Corporation reserves the right to conclude parallel contracts or partial contract with L1 contractor as it deems necessary or the satisfactory fulfillment of transporting jobs.

EXCEPTED MATTER INCLUDES.

- 42) a) Matter arising during the executing of work and
b) Not specifically provided in the contract.
- 43) The contractor shall submit the bills in triplicate quoting therein the relevant work order numbers and duly supported by qualified receipted challans mentioned in Para 37 above and any other documents for arranging payment and the corporation may endeavor to settle the bills within a period of one month after receipt of clean and complete bills.
- 44) The contract will come into force with effect from the date of issue of Work Order by the Manager/BO/Kolkata of the Corporation and will be valid for a period of One

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Year. If mutually agreed to the contract shall be extended to further period/periods as may be agreed upon only after successful completion of all contractual obligation during contract period by the contractor.

45)

THE ROAD TRANSPORTATION WORK SHALL ALSO COVER.

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

AS TRANSPORTER CONTRACTOR:

- i) The contractor will take adequate steps to prevent loss or damage to any consignments entrusted to him for transportation under this contract. The contractor undertake to indemnify the Corporation against any loss due to negligence on this part, or diligence in transporting the goods covered by this contract or any other failure or breach of terms and conditions on his part contained in this agreement.
- ii) If, expenses including demurrage/ Port Charges are incurred on account of failure of the Contractor to supply vehicle at the places and time as per requisitions of the Corporation and failure to exercise due care diligence and economy on the part of the contractor, the Corporation may after giving the contractor and opportunity to explain, require him to reimburse the Corporation the whole or any part of such expenses.
- iii) EXTRA TAX FORMALITIES: In respect of imported Consignment carried by the contractor in their truck to destination crossing the Kolkata Metropolitan area, the contractor will get the requisite transport pass of the entry tax endorsed by the Entry Tax Authorities at the Check Post to the effect that the consignments loaded in the truck have been transported and crossed the Kolkata Metropolitan Area, through the Entry Tax Check Post. The Transport pass duplicate will be returned to the Corporation failing which the amount of tax levied by the Entry Tax Authorities will be recovered from the Contractor.
- iv) The contractor shall maintain a separate account of goods and Cargo transported under this arrangement and shall furnish/ to the Corporation statements/ reports at such intervals and in such manner as to Corporation may direct from time to time.
- v) The clear and clean bills for the work done shall be submitted by the contractor within 60 days after completion of each work in the manner prescribed from time by the Corporation. The Corporation shall submit the bills in triplicate accompanied by qualified challans duly receipted by the consignee. The Corporation shall check up and make payment of the bills of the contractor early, provided the bills are clean and

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clear Payment will be made through RTGS/ Cheque on the Corporation Bankers at Kolkata as may be convenient to the Corporation.

- vi) The contract will be in force normally for a period of one year subject to due performance according to the terms and conditions stipulated in the special conditions of the contract, General conditions of contracts, schedule of rates pertaining to tender documents set. Validity period of the contract may be extended beyond one year at the same rates terms and conditions. The contract may be terminated/cancelled in an exercise of the right reserved by the Corporation, the contractor shall not be entitled to claim any special or general damaged for the Corporation on account thereof.
- vii) On the termination of the contract either by offloading or time or otherwise as provided in the contract, the contractor shall deliver to the Corporation all documents/consignment/ materials/ stores relating to the said contract which shall be in his possession or contract.

46. GST: GST will be applicable /paid as per Govt notification /norms

47. Bills & Payment: Bills shall be submitted in triplicate with all the enclosures including the copy of HEC's requisition to us within 15 days from the date of receipt of material at Ranchi.

48. Paying Authority: AM I/c (Fin) (Hqrs-Kolkata-Finance)/ HQRs, HEC Ltd, Ranchi

49. Insurance: Insurance for their own men/driver and equipment is to be borne by the transporter

50. Risk Purchase Clause: If the contractor fails to execute the order within the stipulated period, the HEC can proceed ahead the risk & cost of the firm without giving any notice.

51. Legal Jurisdiction

Matter relating to any dispute or difference arising out of this tender and subsequent contract awarded based on the bid shall be subject to the jurisdiction of Ranchi High Court, Jharkhand (India) only. The court(s) at Ranchi in the state of Jharkhand shall be exclusive Jurisdiction for all types of dispute(s) or differences that may arise between the parties.

All other terms and conditions shall be governed as per HEC's General Conditions of Contract (GCC) (which can be downloaded from our website www.hecltd.com), special terms of contract /and tender documents of HEC.

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


31-12-2022
Manager /BO/KOL

ANIL KUMAR VERMA
Manager /BO/KOL
Heavy Engineering Corporation Ltd.
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