



भारत हेवी इलेक्ट्रिकल्स लिमिटेड

**Bharat Heavy Electricals Limited**

High Pressure Boiler Plant, Tiruchirappalli – 620 014.

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**CONTRACTS, CLAIMS & CLEARANCE / LOGISTICS**

**TENDER NO: LOG / CCC / 14-15 / 4017E**

**dt. 26.07.2014**

Notice Inviting Tender for Handling and Transportation of Panels, Headers and Boiler Components etc., by road from Sone Nagar (Bihar) Railway Siding to NTPC-Nabinagar Site (appx 30kms distance) by engaging suitable material handling equipment's and suitable capacity vehicles as per motor vehicle rule

Please submit your most competitive offer for the above-subjected transportation and taking care of all the terms & conditions stipulated herein:

1. Tender No : LOG / CCC / 14-15 / 4017E dt.26.07.2014.
2. Last Date/Time for receipt of tender : 10:30 a.m. on 14.08.2014
3. Date/Time for opening of Technical Bid : 10:35 a.m. on 14.08.2014
4. Nature of work : As per the Annexure-1
5. Earnest Money Deposit (EMD) : ₹1,50,000/- (Rupees One lakh Fifty thousand Only )  
In the form of Demand Draft drawn in favour of  
BHEL Trichy, Payable at Trichy

Tender Submitted without EMD is liable for rejection.

**6. SPECIAL INSTRUCTIONS:**

- (a) This Tender is subject to the annexures (I) Detailed Scope of Work, (II) Special Terms & Conditions-I, (III) General Terms & conditions of Contract, (IV) Safety Conditions and (V) Techno Commercial Bid (VI) Declaration which are enclosed
- (b) Tenderer should furnish the RATE in the enclosed tender "WORK / RATE SCHEDULE" in Annexure VII - Price Bid
- (c) The above documents should be duly filled & signed with company seal in all pages by the tenderer and submitted in full as token of their acceptance of the same
- (d) The above documents as given in 6(a) shall be placed in a common sealed cover duly superscripting in the cover "TECHNO COMMERCIAL BID" and submitted and 6(b) in Price Bid.
- (e) The EMD shall be placed in a separate cover superscripting in the cover "EMD"

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- (f) Totally 3 covers. Technical bid, Price Bid and another for EMD. The above 3 covers shall be placed in a common sealed cover indicating the Tender No., Due date etc., written neatly over the each covers and submitted.
- (g) The tenderer should submit tender on or before the time and date indicated in the above SL.No.2
- (h) Belated and incomplete offers will become liable for rejection.
- (i) At the time of opening of Technical Bid, the representatives should produce the authorization obtained from the authorized signatory of the tenderer specifying the purpose.
- (j) BHEL reserves the right to cancel the tender.

In case you are not in a position to submit offer, please send letter specifying the reasons.

This is only a request for an Offer and not a Contract.

Thanking you,

For BHEL Trichy-14,

SDGM / CCC / Logistics

**The tender shall be addressed to the following address**

SDGM / CCC / Logistics,  
Bldg.No.61, Stores Admin. Block, Near East Gate,  
M/s.Bharat Heavy Electricals Limited,  
Tiruchirapalli – 620 014

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## **TENDER NO: LOG / CCC / 14-15 / 4017E dt. 26.07.2014**

### **DETAILED SCOPE OF WORK**

#### **1) Detailed scope of activity to be performed by the Contractor for the completion of the subject contract**

- 1.1) Unloading of the subject consignments from Railway Wagons (which will be stabled at Sone Nagar Goods Yard) by using suitable capacity mobile cranes of adequate numbers with total crew members.
- 1.2) Check, Verify and ensure for the receipt of subject site materials with respect to Railway Receipt.
- 1.3) Stacking of these unloaded consignments in the Siding space provided by Sone Nagar Railway Siding.
- 1.4) Mobilization & Placement of adequate number of Trailers (40 feet trailer) in Right Location in the Railway Siding and Loading the stacked consignments on the Trailers.
- 1.5) Packing wood runners (4-5 nos.) available within the wagon consignments can be used by the contractor concerned. However if any additional packing wood runners required for packing of consignments during loading (in between the consignments for easy material handling purposes) requirement is Contractor's Scope
- 1.6) Creation of dispatch documents for the loaded components for every trailer of Railway Receipt Material into LR/GC Note. BHEL Personnel will be deputed to coordinate this activity.
- 1.7) Transportation of these consignments to Nabinagar Site (delivery point)
- 1.8) Line up the vehicles at Right Place at site as mentioned by the Site officials, for unloading of materials by the site. At any cost, contractor should not unload the materials on their own at site.
- 1.9) Getting site acknowledgement of material receipt against each LR/GC Note
- 1.10) Tallying of receipt material through Railway Receipt against Handing over through LR/GC form after acknowledgement.

Note:-

- (a) Normally the Contractor has to carry out the job from Sone Nagar Railway siding to Nabinagar only.
- (b) However, in exceptional situation, Contractor may also have to work at two different Railway siding (Sone Nagar Railway siding and Gaya or Manapur Railway siding) (if contract for both schedule awarded to a single contractor) simultaneously without any extra expenditure other than the rates quoted above
- (c) **Contractor should visit the location Sone Nagar, Gaya & Manapur to ensure free & safe working space for their vehicles movement, handling crane operation, lighting etc., and to check for any overhead HT power line above rails**

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## **2) Quantum of Work**

- 2.1) One Rake will contain approximately 1000 MTs in 45 Wagons
- 2.2) The approximate quantum is 4000 MTs which will come by 4 Rakes in a separate interval. The tonnage covered under this tender is for trail only. However, BHEL requirement is more than 15000 MTs for Nabinagar site, which will be dealt according to the number of response / completion of work for this 4000 MTs.

## **3) Minimum number of Vehicles / Handling equipments**

- 3.1) Minimum 6 Numbers suitable Capacity Mobile Crane to lift a weight of upto 10 MT of single consignment.
- 3.2) Minimum 15 Numbers of 40 Feet Trailer
- 3.3) However, it is the responsibility of the Contractor to deploy suitable capacity and adequate number of cranes and vehicles along with suitable number of crew members to cater with the tonnage received and to complete the work within time without demurrage & wharfage charges.

## **4) Duration of the Work to be completed**

- 4.1) Tentatively from date of LOI to March 2015 in four occasions (However it may be extended, with addition of rakes movements based on the BHEL requirements).
- 4.2) The Contractor has to mobilize / demobilize vehicles, equipment & the crew in these four occasions at his own cost.

## **5) Details of Maximum dimension and weight of a single consignment**

- 5.1) Length: 12.6 mtr.  
Width: 2.8 mtr.  
Height: 2 mtr.
- 5.2) Single consignment weight will be approximately varied from 1MT to 10 MT.

## **6) Prior Notice Time**

- 6.1) Minimum 7 days- prior notice time will be given to the Contractors to enable them for mobilizing the Cranes & Vehicles and working Crew.
- 6.2) Transport Coordination of Logistics / BHEL, Trichy will intimate the contractor well in advance (atleast 7 days in advance) regarding arrival of consignment at the Railway Yard. However, the contractor will be advised to be in continuous contact with Transport Coordination group to get the information about actual arrival of consignment. It is also suggested to the contractor to trace the actual location of rake through online services.

## **7) Conversion of Railway receipt in to GC / LR**

- 7.1) BHEL Personnel will be deputed to witness/assist for the receipt of subject site materials with respect to Railway Invoice and up to conversion of the same into LR / GC Note of the Contractors.
- 7.2) Scope of Unloading at Nabinagar Site.

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7.3) Unloading of materials at Site will be done by Nabinagar Site.

7.4) At any cost, the contractor will not be allowed to unload the material at site at their own.

#### **8) Demurrage Charges**

- 8.1) Free Demurrage period is 8 hrs from arrival of the Rakes. Beyond 8 hrs., Free wharfage period is 12 hrs.
- 8.2) Hence the Contractor has to unload all the materials from wagon within 8 Hrs. from arrival of the Rakes. The Contractor has to deploy suitable handling equipment & crew members to avoid Demurrage.
- 8.3) Beyond the above 8 Hrs, demurrage rate is applicable as per the latest Railway Notification and it will be multiplied by total number of wagons till NO MATERIAL IS IN ANY WAGON / WHARF OR SIDING SPACE. Hence if demurrage happened then this demurrage charges incurred / levied by Railways should be borne by the subject default contractor.

#### **9) Wharfage Charges**

- 9.1) Free Demurrage period is 8 hrs. from arrival of the Rakes. Beyond 8 hrs, free wharfage period is 12 hrs.
- 9.2) However, BHEL is providing free wharfage time of 2 days excluding the 12 hrs given by Railways, and the Contractor has to clear the siding space within this 2 days.
- 9.3) Beyond the above 2 Days, wharfage rate is payable by the contractor as per the latest Railway Notification till NO MATERIAL IS IN WHARF OR SIDING SPACE. Hence if wharfage happened then this wharfage charges incurred / levied by Railways should be borne by the subject default contractor only.

Wharfage/Demurrage will be effected in full / partial quantum of rake as levied by the Railway Officials till the entire movement of consignments from the siding. Hence contractors have to deploy sufficient number of cranes of adequate capacity, manpower and the required number of vehicles to ensure clearance within allowed hours as above.

#### **10) Recovery of Demurrage & Wharfage Charges from the Contractor**

- 10.1) If any demurrage and wharfage have to be paid to Railways on account of the Contractor's default, then the same will be adjusted against the running bills of the defaulted Carrier and/or EMD / Security Deposit submitted by the defaulted Carrier.

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**TENDER NO: LOG / CCC / 14-15 / 4017E dt. 26.07.2014****SPECIAL CONDITIONS OF CONTRACT****1. SCOPE OF WORK**

Handling (unloading from Railway Wagons which will be stabled at Sone Nagar Goods Yard, stacking at ground, clearing the wagons, loading in vehicles) and Transportation of Panels, Headers and Boiler Components etc, BY ROAD from Sone Nagar (Bihar) Railway Siding to NTPC NABINAGAR Site (Appx. 30kms distance) by engaging suitable vehicles considering the weight / dimension as per motor vehicles rules (Approx. 1000 MT per Rake Movement consisting appx. of 45 wagons)

**2. RATE BASIS**

The Rate quoted shall be FIRM throughout the currency of the Contract.

2.1 The rate quoted should be inclusive of any taxes and duties to be levied both by Central and State Government authorities. Such levies should be borne by the Contractor.

2.2 The agreed Rates are inclusive of all charges like Hamali charges, Statistical charges, Goods tax and collection charges. However, Octroi charges, wherever payable, have to be paid initially by the contractor, which shall be reimbursed on submission of Documentary proof identifying BHEL consignments for the payment thus made.

2.3 The applicable Service Tax against this scope of work, has to be paid by the Contractor to the Service Tax Authorities. BHEL will reimburse this ST amount to the Contractor based on Invoice along with proof of payment of Service Tax.

**3. TYPE OF VEHICLE**

Materials shall be transported only by engaging minimum 40 feet bed length Single/Double/Triple Axle Mechanical Trailers with Suitable Capacity Prime Movers or any other suitable capacity vehicles as per motor vehicles act duly meeting the tender scope.

**4. QUANTUM OF WORK**

The Quantum of Work indicated in the Contract may vary depending upon the operational requirements. The Contractors shall have no claim whatsoever on BHEL if no fixed quantum of work is given to them during the currency of the Contract.

**5. DETENTION CHARGES AT UNLOADING POINT**

5.1 Detention charges at unloading point (Nabinagar Site) shall be paid extra if the vehicles are not unloaded and sent out in time i.e. within 2 Days.

5.2 Date of reporting of vehicle with load at unloading point and the date of release of vehicle at unloading point security gate after unloading the consignments will be eliminated for calculating the 2 days free time for payment of detention charges at unloading point.

5.3 If vehicle is not unloaded and released by the Site within the time mentioned above, detention will be paid to the Contractor at the rate of **₹ 1500/- per Day per vehicle**.

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- 5.4 Detention at Site shall be paid based on the Gate Entry at Site / Any site personnel - with signature & official seal. In case official seal is not provided by the certifying person at site / if further clarity and confirmation required on the certification for payment of detention charges, DGM of Commercial / end user will provide the required clarification.
- 5.5 It is the responsibility of the Transport Carrier to obtain the required gate entries / endorsements in the G.C. with time & date from Sites, to enable BHEL to effect the detention payment. Without this detention payment cannot be paid.

## **6. TRANSIT TIME**

- 6.1 BHEL attaches very great importance to the timely delivery of the consignment and hence delivery should be effected without any delay.

## **7. FREIGHT DETAILS**

- 7.1 During this movement, Railway Receipt is to be tallied with the subject Carrier/Transporter Original G.C / LR and acknowledgement is to be received from Site Personnel before freight bill submission.

## **8. BILLS & PAYMENT**

Freight Bills will be submitted within one month immediately after delivery with proper acknowledgements and there should not be delay for more than one month. However, BHEL will not honour such claims after a period of six months on expiry of the contract unless substantiated with valid reasons for delayed submission of the bills. Right of acceptance of such claims is with BHEL. Condonation for delay in this respect will require the approval of BHEL Officials not below the rank of Manager of the User Department concerned.

All payments to be made to the transporter shall be through Electronic Fund Transfer system to the respective transporters' bank account within a reasonable time, say one month, after receipt of the clear bill along with consignee's acknowledgement and required documents with authorization from agencies concerned as per existing procedure / practice.

## **9. INSURANCE COVERAGE AND CLAIM**

- 9.1 The agency to make insurance coverage is consigner or consignee as applicable and transport carrier shall ensure the insurance coverage and mark in the Lorry Way Bill
- 9.2 Any accidents at any point shall be reported to agency concerned and CCC in writing through mail followed by hard copy. Failure to send communication will be viewed seriously resulting in suspension or termination of the contract as deemed fit over and above the recovery of value of the consignment lost or damaged – total or partial.
- 9.3 The transporter after delivery of the consignment shall inform the agency responsible for booking the consignment / CCC / Logistics if any remark is made by the Consignee while delivering the consignment with ref. to damage or loss- total or partial. The transporter should submit the Xerox copy of LR with covering letter to the Consignor or Consignee (Customer or BHEL Unit, Region or Site and/ or CCC / Logistics as applicable.
- 9.4 Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice of Consignor or consignee and/ or CCC / Logistics as applicable. Subsequently, the F.I.R. and Survey Report by authorized insurance agency (for the damage or loss of consignment en route) shall also be submitted. BHEL Site officials or concerned Shipping agency shall be informed in writing through Mail, Fax or Letter and CCC / Logistics & Site immediately within 24 hours of incident or accident or loss or damage to enable the agency responsible to lodge and settle the claims with Underwriters. In case, the transporters fail to send communication in respect accident

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or damage or loss or act on the above lines and insurance claim is not made or compensation not obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment. Suitable action including suspension, de-listing or termination of the contract as deemed fit.

#### **10. OPEN DELIVERY**

In case of any visible damage/ suspected damage in the consignment, the carrier should arrange delivery of the consignment on "OPEN DELIVERY " and the open delivery certificate should be issued along with the consignment, duly signed by both parties.

#### **11. GOODS CONSIGNMENT NOTE**

- 11.1 G.C. Note issued should bear printed serial numbers with IBA number allotted to them at the time of approval. Vehicle No. should be indicated in G.C Notes. Original G.C copy only should be produced with acknowledgement of the consignee for billing. Erasing or over-writing etc. in the G.C Notes should not be done and will not be accepted, if not authenticated by the consignor. G.C Notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of G.C Notes submitted to BHEL & its customers should be legible.
- 11.2 The Company takes a very serious view of issue of G.Cs., issued without taking physical possession of materials and if any contravention is noticed, BHEL reserves the right to take appropriate action or terminate the contract and transporter is responsible for the implication or loss
- 11.3 Once GC Note is issued, it is treated as physical acceptance of the consignment by the Carrier and in such cases, it shall be the responsibility of the Carrier for the safe and timely delivery of the consignment. Any dispute between the consignor and the Transport Carrier on this account will not be entertained.
- 11.4 The G.C Notes shall be got countersigned by the BHEL Official at the time of booking of the consignment. Every consignment in a vehicle should be covered by G.C. Note and or loading advise slip.

#### **12. LASHING OF CONSIGNMENT DURING TRANSPORTATION**

Lashing and securing of the consignments with the body of the vehicles minimum at 4 locations either by steel wire ropes or good quality of nylon belts of adequate capacity for the safe transportation of the loaded consignments from the loading point to the destination will be the responsibility of the transporter. All the safety precautions required in transportation such as, providing of Red Flags, Lights, etc., as may be required to comply with MV Act is the responsibility of the Carriers and should be ensured.

#### **13. ENROUTE DOCUMENTS AND EXPENSES**

- 13.1 While accepting the consignments for transportation, the Carriers should ensure, that necessary documents for check post are collected, so that the consignments are not detained en route for want of these documents.
- 13.2 Any expenses incurred and detention on this account will be the Carriers' responsibility.
- 13.3 If a consignment is detained en route by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Carriers and consignment got released and delivered in time.

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- 13.4 The Carriers should also collect at the time of booking, all the documents required such as forwarding notes / challans with descriptions of materials and value etc., to ensure safe transportation and easy identification at the time of delivery.

#### **14. EXCISE INVOICE**

- 14.1 Since Excise Duty is not applicable, it should be mentioned in the GC Note and the applicable document shall be collected from the consignor.

#### **15. DOCUMENTS**

- 15.1 The documents handed over at the booking points and meant to be handed over to the consignee such as DELIVERY CHALLAN, INVOICE, DUPLICATE/TRANSPORTERS COPY OF EXCISE INVOICE, SALES TAX FORM etc., should be carefully brought and handed over to the consignee along with the materials. Any loss, delay, additional expenditure due to non-compliance of the above on this account, will be debited to the Carriers.
- 15.2 The Carriers at the time of booking of the consignments should mark each and every package with Customer name, LWB number etc, wherever necessary, so that the items are identifiable at the time of transshipment / delivery.

#### **16. VEHICLE, CREW, MAINTANENCE AND STATUTORY REQUIREMENTS.**

The Contractors shall at their own expense maintain the said vehicles in good condition and shall duly apply for and obtain all Licenses, Permits, TREM Card(wherever applicable), etc., necessary under the rules, in force and promptly pay all registration, License or other fees and all Taxes payable in respect of the said vehicles. The transporters shall also appoint and provide at their own cost for each vehicle a driver, assistant and other company staff as may be necessary at loading and unloading points. If demanded by BHEL Officials, the original RC Book and Driving License etc shall be produced for verification.

#### **17. HIRING OF VEHICLES**

BHEL prefer their consignment, being carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure, that the party is a reputed one, with well-maintained vehicles and valid permits. Should any dispute arise in their deal, it would be viewed with disfavour. In any case, only the transporter will be solely responsible for the safe delivery of BHEL. Consignments without prejudice or any other rights or remedy to proceed against the Contractor.

#### **18. LORRY WAY BILL**

The carrier shall use the Lorry Way Bill of the approved Carrier only and shall not book in the name of sister concern or any other agency which is not approved. In case the bill is submitted or any dispute arises at the time of delivery, all the expenses incurred will be recovered from the running bill of the transport carrier and view the above as the violation of the contract.

#### **19. WEIGHT OF THE CONSIGNMENTS**

- 19.1 In regard to the weight of the consignment booked, especially in case of outward despatches, the BHEL design weight / invoiced weight as per excise invoices will be the authorized weight for freight billing wherever design weights are available.

**20. THE GENERAL AND SPECIAL CONDITIONS OF CONTRACT ARE COMPLEMENTARY TO EACH OTHER AND WHERE THEY ARE IN CONFLICT THE SPECIAL CONDITIONS SHALL PREVAIL AND BHEL DECISION WILL BE BINDING AND VALID.**

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## **TENDER NO: LOG / CCC / 14-15 / 4017E dt. 26.07.2014**

### **GENERAL TERMS & CONDITIONS OF CONTRACT**

1. DEFINITION :- In these General Conditions of Contract, the following terms shall have the meaning hereby assigned to them, except where the context otherwise requires:-
- 1.1 The "Contract" means, the documents forming the tender and acceptance thereof, together with all the documents referred to therein including general and special conditions to contract. All these documents as applicable taken together shall be deemed to form one contract and shall be complementary to one another.
  - 1.2 The "work" means, the work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-Incharge within the power conferred upon him including all notified or additional items of works and obligations to be carried out as required for the performance of contract.
  - 1.3 The "contractor" means, the individual Firm or Company whether incorporated or not, undertaking the work and shall include the legal personal representatives of such individuals or the persons composing the firm or Company or the successors of the firm or company and the permitted assigns of such individual or firm or Company.
  - 1.4 "The Officer-In charge" means, the Officer deputed by the SDGM/CCC/Logistics., to supervise the work or part of the work.
  - 1.5 "Approved" and "Directed" means, the approval or direction of SDGM/CCC/Logistics., or person deputed by him for the particular purposes.
  - 1.6 BHARAT HEAVY ELECTRICALS LIMITED" (herein after referred to as BHEL) shall mean the Board of Directors, Chairman, Executive Director, General Manager or other Administrative Officer of the said Company including Manager/Stores (FB) authorised to invite tenders and enter into contract for works on behalf of the Company.
  - 1.7 The "Contract sum" means, the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the execution of the work during the currency of the contract.
  - 1.8 A "week" means, Seven Days, without regard to the number of hours worked or not worked in any day in that week.
  - 1.9 A "day" means, the day of 24 hours (TWENTY FOUR) irrespective of the number of hours worked or not worked in that day.
  - 1.10 A "working day" means, any day other than that prescribed by the NEGOTIABLE INSTRUMENTS ACT as being a Holiday, and consists of the number of hours of labour as commonly recognised by good employers in the trade in the district where the work is carried out or as laid down in the BHEL regulations.
2. HEADING TO THE CONTRACT CONDITIONS: - The heading to these conditions shall not affect the interpretations thereof.

Date:  
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3. **WORK TO BE CARRIED OUT:-** The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the execution of the work. The Contractor will be deemed to have satisfied himself as to the nature of the site, local facilities of access and all matters affecting the execution of the work. No extra charges consequent on any misunderstanding in these respects or otherwise will be allowed.
4. **DEVIATIONS: -** The contractor shall not carry out any work not covered by schedule except in pursuance of the written instructions of SDGM/CCC/Logistics.,. No such work shall be valid unless the same has been specifically confirmed and accepted by BHEL in writing and incorporated in the Contract.
5. **OCTROI AND OTHER DUTIES: -** All charges on account of Octroi terminal or Sales Tax and or other Duties on materials obtained for the work shall be borne by the Contractor.
6. **PLANT AND EQUIPMENT: -** The Contractor shall at his own expense, supply all tools plant and equipment (Herein after referred to as T&P) required for the execution of the contract.
7. **ASSIGNMENT OF TRANSFER OF CONTRACT:-** The Contractor shall not without the prior written approval of the BHEL, assign or transfer the contract or any part thereof, or any share, or interest thereon to any other persons. No sum of money which may become payable under the contract shall be payable to any person, other than the contractor unless the prior written approval of the BHEL to the assignment or transfer of such money is given.  
**SUB-CONTRACT:-** The Contractor shall not sub-let any portion of the contract without the prior written approval of the BHEL.
8. **COMPLIANCE TO REGULATIONS AND BY-LAWS: -** The Contractor shall confirm to the provisions of any statute relating to the work and regulations and Bye-Laws of any local authority. The Contractor shall be bound to give all notices required by statute regulations or By-Laws as aforesaid and to pay all fees and taxes payable to any authority in respect thereof.

**9. SECURITY DEPOSIT:-**

- 9.1 Security Deposit should be paid by the contractor. Security Deposit shall be collected from the successful tenderer as shown below:

Upto Rs.10 Lakhs	: 10%
Above Rs.10 lakhs up to Rs.50 Lakhs	: ₹1 Lakh + 7.5% of the amount exceeding ₹ 10 Lakhs
Above Rs.50 Lakhs	: ₹4 Lakhs + 5% of the amount exceeding ₹ 50 Lakhs

The Security Deposit shall be collected before start of the Work.

- 9.2 Security Deposit may be furnished in any one of the following forms:

- 9.2.1 Cash (as permissible under the Income Tax Act)
- 9.2.2 Pay Order, Demand Draft in favour of BHEL.
- 9.2.3 Local cheques of scheduled banks, subject to realization.
- 9.2.4 Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc., (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- 9.2.5 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total security deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.

Date:  
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- 9.2.6 Fixed Deposit Receipts issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- 9.2.7 Security Deposit shall also be recovered at the rate of 10% from the running Bills. However, in such cases at least 50% of the Security Deposit should be remitted before the start of the work and the balance 50% may be recovered from the running bills.
- 9.2.8 EMD of the successful tenderer shall be converted and adjusted against the Security Deposit.
- 9.2.9 The security deposit shall not carry any interest.
- 9.2.10 Note: Acceptance of Security Deposit against Sl.No. (9.2.4) and (9.2.6) above will be subject to Hypothecation or endorsement on the documents in favour BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.
- 9.2.11 The Earnest Money paid at the time of tender will be adjusted as part of the Security Deposit and the balance amount will be recovered by deduction from the running bills of the contractor at the rates mentioned above.
- 9.2.12 Security Deposit shall not be refunded except in accordance with the terms of Security Bond or Agreement. No interest shall be allowed on Security Deposits/EMD. BHEL shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
- 9.2.13 All compensation, if any or other sums of money payable by the Contractor to BHEL under the terms of this contract or under any other contract with BHEL may be deducted from the Security Deposit or realised by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by BHEL and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

## **10. REFUND OF SECURITY DEPOSIT**

The Security Deposit mentioned above may be refunded to the Contractor after a period of 6 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NO DEMAND CERTIFICATE".

## **11. ORDERS UNDER THE CONTRACT**

All orders, notices etc. to be given under the contract shall be in writing, type-script or printed and if sent by registered post to the address given in the tender of the Contract, shall be deemed to have been served on the date, when in the ordinary course they would have been delivered to him. The Contractor shall carry out without delay all orders given to him.

## **12. CONTRACTOR'S SUPERVISION**

- 12.1 The Contractor shall either himself supervise the execution of the contract or shall appoint a competent person /agent acceptable to the SDGM / CCC / LOGISTICS, or other nominated officials to act in his stead.
- 12.2 Orders given to the Contractor's agent shall be considered to have the same force as if they have been given to the Contractor himself.
- 12.3 The Contractor or his accredited agent shall attend when required without making any claim for doing so, either the office of the SDGM/CCC/Logistics., or the OFFICER-INCHARGE, to receive instructions.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

- 12.4 The SDGM/CCC/Logistics., shall have full powers and without assigning any reason, require the Contractor to immediately cease to employ in connection with this contract, any agent, servant or employee where continued employment is, in his opinion undesirable. The Contractor shall not be allowed any compensation on this account.

### **13. LABOUR**

The Contractor shall remain liable for the payment of all wages or other moneys to his work-people or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, PF &ESI subscription for the employees thereunder from time to time.

### **14. PRECAUTIONS AGAINST RISK**

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

### **15. DAMAGE & LOSS TO PRIVATE PROPERTY & INJURY TO WORKMEN**

In case of any damage & loss to private private property & injury to workmen, the Contractor shall at his own expense reinstate and make good to the satisfaction of the SDGM/CCC/Logistics., and pay compensation for any injury, loss or damage occurred to any property or rights whatever including property and rights of BHEL (or agents) servants or employee of BHEL, the injury loss or damage arising out of or in any way in connection with the execution or purported execution of the contract and further the contractor shall indemnify, the BHEL against all claims enforceable against BHEL (or any agent, servant or employee of BHEL) or which would be so enforceable against BHEL where BHEL is a private person, in respect of any such injury (including injury resulting in death) loss or damage to any person whomsoever or property including all claims which may arise under the Workmen's Compensation Act or otherwise.

### **16. LAWS GOVERNING THE CONTRACT**

The contract shall be governed by the Indian Laws for time being in force.

### **17. CANCELLATION OF CONTRACT FOR CORRUPT ACTS**

BHEL , whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to BHEL cancel the contract in any of the following cases and the Contractor shall be liable to make payment to BHEL for any loss or damage resulting from any such cancellation to the same extend as provided in the case of cancellation for default.

If the Contractor shall:-

- 17.1 Offer or give or agree to give to any person in BHEL service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for BHEL service,  
OR
- 17.2 Enter in to a contract with BHEL in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to BHEL.  
OR
- 17.3 Obtain a contract with BHEL as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to BHEL.

Date:  
Place:

Signature of the Tenderer with seal  
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**18. CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUB-LETTING OF CONTRACT :-**

BHEL, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL shall cancel the contract in any of the following cases:

If the Contractor,

- 18.1 being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any
- 18.2 Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors
- OR
- 18.3 being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,
- OR
- 18.4 Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of the work without the prior written approval of the BHEL.
- 18.5 Whenever BHEL exercise the authority to cancel the contract under this conditions, BHEL may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by SDGM/CCC/Logistics which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by SDGM/CCC/Logistics., or the same shall be recovered from the Contractor by other means.
- 18.6 In case the BHEL carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the BHEL with an addition of such percentage to cover superintendence and establishment charges as may be decided by the SDGM/CCC/Logistics., whose decision shall be final and conclusive.

**19. CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACATOR'S DEFAULT:**

If the Contractor:

- 19.1 makes default in carrying out the work as directed and continues in that state after a reasonable notice from SDGM/CCC/Logistics., or his authorised representative ;
- 19.2 fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued thereunder ;
- 19.3 BHEL, may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to BHEL CANCEL the contract as whole or in part thereof or only such work order or items of work in default from the contract. Whenever BHEL exercise the authority to cancel the contract as whole or part under this condition BHEL may complete the work at the contractor's risk and cost (as certified by SDGM/CCC/Logistics., which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the

Date:

Place:

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moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by SDGM/CCC/Logistics or the same shall be recovered from the Contractor by other means. In case the BHEL carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or labour provided by the BHEL with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the SDGM/CCC/Logistics., whose decision shall be final and conclusive.

## **20. TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR.**

Without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated BHEL shall have the option of terminating the contract without compensation to the Contractor.

## **21. SPECIAL POWER TO TERMINATION**

If at any time after the award of contract, BHEL shall for any reason whatsoever not require whole or any part of the work to be carried out the SDGM/CCC/Logistics., shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the fore-closing of the work.

## **22. SUBMISSION OF BILLS BY CONTRACTOR:**

The Contractor at the end of each month shall submit a bill in triplicate detailing the various items of work done during the month supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the SDGM/CCC/Logistics., separately details of his claims for the work done by him upto and including the previous month which are not covered by his contract agreement in any of the following respects:

- 22.1 Deviation from the items provided in the contract documents.
- 22.2 Extra items / new items of work.
- 22.3 Items in-respect of which rates have not been settled. He should in addition furnish a clear certificate to the effect that the claims submitted by him as aforesaid cover all his claims and that no further claims shall be raised by him in respect of the work done upto and including the period under report.

## **23. RECOVERY FROM CONTRACTOR**

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with BHEL or from his Security Deposit or he shall pay the claim on demand.

## **24. POST TECHNICAL AUDIT OF WORK AND BILLS**

BHEL reserves the right to carry out the post-payment Audit and technical examination of the work and final bill including all supporting vouchers, abstracts etc., and enforce recovery of any sum becoming due as a result thereof in the manner provided in the presiding sub-paragraphs. However no such recovery shall be enforced after three years of passing the final bill.

Date:  
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## **25. FORCE MEJEURE CLAUSE**

If, at any time during the continuance of this Contract the performance in whole or in part by either party of any obligations under this Contract shall be prevented or delayed by reason of any War, Hostile acts of the public enemy Civil Commotion, Epidemics, or Acts of God (Floods, Storm/Cyclone, Hurricane, Earth Quake etc.) then provided notice of happening of any such event is given by either party to other within 7 days from the date of occurrence therefor neither party shall by reason of such event be entitled to terminate this Contract nor shall either party have any claim for damages against the other in respect of such non-performance and delay in performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such event, claims for extension of time shall be granted for periods considered reasonable by the SDGM/CCC/Logistics subject to prompt notification by the contractor.

## **26. ARBITRATION**

All disputes between the parties to the contract, arising out-of or relating to the contract, other than those for which the decision of the SDGM/CCC/Logistics., or Accepting Officer or any other person is by the contract expressed to be final and conclusive shall after written notice by either party to the contract to the other party be referred to the sole Arbitration of GENERAL MANAGER or other Officers of BHEL appointed as Arbitrator, by the GENERAL MANAGER of BHEL in his sole discretion.

Unless the parties otherwise agree, such reference shall not take place until after the completion, alleged completion or abandonment of the work of the determination of the contract.

The venue of Arbitration shall be such a place or places as may be fixed by the Arbitrator in his sole discretion. The award of the Arbitrator shall be final, conclusive and binding on both parties to the contract.

## **27. SIGNING OF CONTRACT:-**

Each contract document shall be signed by the Contractor with his usual signature. Contract by partnership of Hindu Joint Family firm, may be signed in the FIRM'S name by one of the Partners or the Karta or Manager as the case may be or by any other duly authorised representative followed by the name and designation of the persons so signing. Contracts by a Company shall be signed with the name of the Company by a person authorised in this behalf and a power of attorney or other satisfactory proof showing that the persons signing the Contract documents on behalf of the Company is duly authorised to do so, shall accompany the contract.

## **28. STATUTORY REQUIREMENTS:**

- 28.1 All statutory requirements under Minimum Wages Act,1948, Factories Act 1948, Workmen Compensation Act 1923,Employees Provident Fund and Miscellaneous Provisions Act, 1952,Payment of Gratuity Act 1972, Employee State Insurance Act 1948, Contract Labour (R&A) Act 1970, Payment of Bonus Act 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the Contractor.
- 28.2 Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time to time by the concerned authorities.
- 28.3 Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- 28.4 Contractor wherever applicable shall maintain proper records prescribed by the concerned statutory authorities and provide a copy of the same to BHEL.
- 28.5 Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.

Date:  
Place:

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## **29. REGISTERS & RECORDS**

The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

## **30. MOTOR VEHICLE ACT**

The transporter shall carry the weight of the consignment to the rated capacity of the vehicle only and Honor the Supreme Court Judgment by not carrying Over Weight and comply the relevant Motor Vehicle Act and other statutory requirement.

## **31. REMOTE TRANSACTIONS**

The Contractor shall agree to and comply with all such terms and conditions as BHEL may prescribe from time to time and shall confirm that all transactions effected by or through facilities for conducting remote transactions including the Internet, World Wide Web, electronic data interchange, call centers, teleservice operations (whether voice, video, data or combination thereof) or by means of electronic, computer, automated machines network or through other means of telecommunication established by BHEL shall constitute legally binding and valid transactions when done.

## **32. CHANGE IN CONSTITUTION OF FIRM**

Changes in constitution of firm whenever it is made after submission of application or during currency of the contract, the existing firm has to duly inform the proposed changes to contracting department of BHEL at the appropriate time before the changes in the constitution are made. In case the absence of any such information BHEL is not responsible for the consequences arising out of the absence or suppression of information and the issue / dispute arising out of these changes and the firm is responsible for settling the issue or dispute among themselves (Partners etc.) or with the bankers or with any third party. Under the above circumstances when dispute arises and the firm does not inform the change in the constitution of the firm BHEL may reserve its rights for suspending or terminating the contract.

## **33. LIEN OF CONSIGNMENTS**

The Contractor shall have no 'lien' of any kind over the consignments entrusted for transportation. Any dispute with the Contractor and the consignees shall be settled on negotiations but under no circumstances, delivery of the materials shall be withheld by the Contractor.

- 34.** Contractor shall watch and safeguard Employer's interests during the performance of the work. The Contractor shall carefully check each consignment with the relevant despatch documents to ensure correctness of each despatch and each delivery.

Date:  
Place:

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(Authorized Signatory)

**TENDER NO: LOG / CCC / 14-15 / 4017E dt. 26.07.2014**

**SAFETY CONDITIONS**

**1 CRANES**

**1.1 General**

- 1.1.1 Crane using for handling of materials should have proper registration documents (RC book, Insurance copy, Road Tax submission certificate, Load Lifting certificate etc.) and must be produced on demand by Loading Point & Unloading Point.
- 1.1.2 The lights on right side (i.e.) over driver's cabin should be in working condition.
- 1.1.3 Both the head lights as well as park lamps must be in working condition.

**1.2 Handling of Cranes inside Railway Siding & Site**

- 1.2.1 The crane should not travel at more than 10 kmph in the unloaded condition and 3 kmph in the loaded condition, inside site or railway siding.
- 1.2.2 The driver of the crane must possess heavy duty license and produce on demand by the security staff.
- 1.2.3 Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity. In road junctions, speed breakers and railway crossing the speed should be lowered and crane should proceed cautiously.
- 1.2.4 The crane should not be parked in the road in such a way to cause obstruction to vehicular traffic.
- 1.2.5 No persons other than driver should be allowed to sit or stand on the driver seat in the cabin of crane.
- 1.2.6 There must be a safe distance behind another moving truck.
- 1.2.7 The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

**2 VEHICLES**

**2.1 General**

- 2.1.1 Vehicles carrying materials should have proper registration documents and must be produced on demand by Loading Point & Unloading Point.
- 2.1.2 The lights on right side (i.e.) over driver's cabin should be in working condition.
- 2.1.3 Both the head lights as well as park lamps must be in working condition.

**2.2 Handling of Vehicles inside Railway Siding & Site**

Date:  
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- 2.2.1 The vehicle should not travel at more than 20 kmph inside site or railway siding.
- 2.2.2 The driver of the vehicle must possess heavy duty license and produce on demand by the security staff.
- 2.2.3 Vehicles carrying inflammable liquid in the tank containers should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
- 2.2.4 The driving should be kept in the left at all places.
- 2.2.5 The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
- 2.2.6 No persons other than driver should be allowed to sit or stand on the prime Movers of the trailer.
- 2.2.7 The vehicle should pass only through approved routes. Short cuts are forbidden.
- 2.2.8 There must be a safe distance behind another moving truck.
- 2.2.9 The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

### **2.3 Shipping**

- 2.3.1 Strong side supports should be provided on both sides of the trailer. The side supports should be fixed in such a way that it cannot be removed even temporarily.
- 2.3.2 Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
- 2.3.3 The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
- 2.3.4 The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
- 2.3.5 The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used.
- 2.3.6 There must be side packing such as gunny, rubber-tyre between the sharp edges of the job and Wire rope in order to avoid cut in the wire rope.
- 2.3.7 There must be minimum two fastening and it should be more in case of lengthier loads.
- 2.3.8 The loose pieces should be bundled before loading on the truck.
- 2.3.9 There must be red flags or red lamps for the lengthy load which extend beyond chassis.
- 2.3.10 The materials should not be stacked too high to avoid hitting against live electric lines.
- 2.3.11 While transporting the scrap, there must be wire knitting cover to prevent falling of scrap.
- 2.3.12 While loading/unloading proper slinging practice should be followed.
- 2.3.13 When reverse operation are undertaken adequate helpers should be engaged to control the Movement.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**TENDER NO: LOG / CCC / 14-15 / 4017E dt. 26.07.2014****TECHNO-COMMERCIAL BID****The following information is required for communication for Tender finalization**

SL No	Description		Details
1	Name of the Transport Carrier		
2	Address for Correspondence		
3	Tele Phones		
3.1	Landline	Office	(i) (ii)
		Residence	(i) (ii)
3.2	Cell Phone	Office	(i) (ii)
		Residence	(i) (ii)
4	Fax Number		(i) (ii)
5	E-mail ID		(i) (ii)
6	Service Tax Registration Documents		<input type="checkbox"/> Registered and copy enclosed Code No. - _____ <input type="checkbox"/> Not Registered

**If Company / Firm is not registered under Service Tax, they have to submit self-declaration that their income is within the threshold value of Service Tax.**

DD Towards EMD of ₹ 1,50,000/- (Rupees One Lakh Fifty Thousand Only)		
Sl. No.	Description	Details to be filled by the Bidder
1	DD Number & Date	
2	Name of the Bank & Branch	

**PAN Number:** -----

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

## **ELIGIBILITY CRITERIA FOR TECHNICAL QUALIFICATION**

### **1. IMPORTANT NOTE:-**

- 1.1 The Bidders must comply with all the eligibility criteria mentioned below. Noncompliance of any one of the eligibility criteria will lead to total rejection of the offers submitted by the Bidders, who are not complying with the eligibility criteria, in full.
- 1.2 All the supporting documents enclosed shall be duly attested by “Notary Public” or Self attested by the Bidders Concerned.
- 1.3 All the information furnished / supporting documents enclosed by the Bidders are taken to be authentic for evaluation of Tender. If any information furnished / supporting documents attached are found to be incorrect / fraudulent / forged subsequently, at any later date or during the tenure of the Contract, suitable action viz., delisting, termination of the Contract, legal action etc., will be initiated against such Carriers as deemed fit.

### **2. EARNEST MONEY DEPOSIT (EMD)**

- 2.1 EMD of ₹ 1,50,000/- (Rupees One Lakhs Fifty Thousand only) by way of Demand Draft shall be furnished by the Tenderer for quoting one or more categories.
- 2.2 The Demand Draft, in the form of A/c Payee, shall be drawn from any Bank – preferably Nationalized Bank in favour of “Bharat Heavy Electricals Limited, Trichy”, payable at Trichy

### **3 FINANCIAL SOUNDNESS**

- 3.1 Documents to Prove Financial Soundness of the Firm (in any of the following manner given below) for any of the two consecutive years out of four financial years i.e. 2010-11, 2011-12, 2012-13 & 2013-14 (Assessment Year 2011-12, 2012-13, 2013-14 & 2014-15)
  - Copy of Income Tax submission acknowledgment (SARAL copy)
  - OR
  - Profit & Loss account and Balance Sheet certified by Chartered Accountant indicating CA membership number.

### **4 EXPERIANCE**

- 4.1 The Contractor should have the experience for minimum 400MT or for minimum value of ₹ 7,00,000/- (covered in a single contract) for any period between 01.04.2009 to till the date of tender inviting, for any of the following work.
  - a) Single contract for handling / loading-unloading / stacking of materials (through cranes) and transportation.
  - b) Separate contracts for handling / loading-unloading / stacking of materials of materials (through cranes) and transportation.
  - c) Contract for similar kind of work (similar to scope of work) at Railway siding.
- 4.2 The copy of the experience proof shall be enclosed along with the Tender.
- 4.3 The experience certificate issued by any Central / State Govt. / PSU Company / Private Organization is acceptable directly.
- 4.4 Experience certificate from private organization to be supported by TDS (Tax Deduction at source) certificate issued by the organization OR Form 26 AS OR bank statement for payment against the contract.

### **5 DECLARATION**

- 5.1 The Bidder has to give declaration for deployment of minimum 6 nos. of 12MT cranes and 15 nos. of 40 feet trailers. However, contractor may deploy more resources based on the tonnage received and to complete the work within time.

### **6 PAN CARD COPY:** Copy of PAN Card has to be submitted along with offer.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**TENDER NO: LOG / CCC / 14-15 / 4017E dt. 26.07.2014**

**(ON BIDDER'S LETTER HEAD)**

**DECLARATION**

I / We M/s. .... do hereby state as follows:-

- (1) The price bids have been put in separate sealed covers, category wise. All these individual category wise price bids have been put in a separate bigger cover and sealed.
- (2) The Techno Commercial Bid and all the connected documents have duly been filled in, signed and stamped and put separately in another bigger cover and sealed.
- (3) All the documents & pages have been signed by the Authorized Signatory of the Transport Carrier, as required, with official seal.
- (4) All the documents required for technical qualification as per eligibility criteria for technical qualification have been enclosed along with techno commercial bid.
- (5) In case there is a lapse / omission or commission in fulfilling the Tender requirements as per the commitments given above from point (1) to (4), we fully understand that it would be a serious violation in complying with the Tender of this nature and that BHEL shall have the right to take a serious view of this and the decision of BHEL in this regard will be final and binding on us.
- (6) Also we declare that we will deploy minimum 6 nos. of 12MT cranes and 15 nos. of 40 feet trailers at a time.

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)

**TENDER NO: LOG / CCC / 14-15 / 4017E dt. 26.07.2014****“PRICE BID”****“WORK / RATE SCHEDULE”**

<b>SL. No</b>	<b>Scope of Work</b>	<b>Rate in ₹ per MT (Excluding Service Tax)</b>
01	Handling (unloading from Railway Wagons which will be stabled at Sone Nagar (approx. 30 kms) Goods Yard , stacking at ground , clearing the wagons , loading in vehicles) and Transportation of Panels, Headers and Boiler Components etc, by road from Sone Nagar ( Bihar ) Railway Siding to NTPC Nabinagar Site (Appx 30kms distance) by engaging suitable vehicles considering the weight / dimension as per motor vehicles rules (Approx. 1000 MT per Rake Movement consisting appx of 45 wagons)	₹ ...../- Rupees ..... ..... Only.
02	Alternate Railway Siding in case of exigencies if any:- Handling (unloading from Railway Wagons which will be stabled at Gaya (approx. 110 km) or Manapur Nagar (approx. 120 km) ( Bihar ) Goods Yard, stacking at ground , clearing the wagons , loading in vehicles) and Transportation of Panels, Headers and Boiler Components etc, by road from Gaya or Manapur Nagar ( Bihar ) Railway Siding to NTPC Nabinagar Site (or any other railway siding within Bihar within <b>appx. 150 k.m.</b> radius distance) by engaging suitable vehicles considering the weight / dimension as per motor vehicles rules.	₹ ...../- Rupees ..... ..... Only.
03	Applicable Service tax (The applicable Service Tax against this scope of work, has to be paid by the Contractor to the Service Tax Authorities. BHEL will reimburse this ST amount to the Contractor based on Invoice along with proof of payment of Service Tax.)	..... %

**Note**

1. If there is a tie in the L1 rates, then the L1 Bidder will be decided by lottery system, in presence of all L1 bidders

Date:  
Place:

Signature of the Tenderer with seal  
(Authorized Signatory)