



Tender Enq No. CDC TE 343

Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender Document for Hiring of 12 MT Pick & carry Crane

Date: 09/11/2013

BHARAT HEAVY ELECTRICALS LIMITED
(A Government of India Undertaking)
P.O. BHEL Jhansi-284129

Central Dispatch Cell

TENDER DOCUMENT
For

HIRING OF 12 MT PICK & CARRY CRANE
WITH ONE OPERATOR

Tender Enquiry No.
CDC TE 343
Date:-09/11/2013



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

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DETAIL OF TENDER DOCUMENT

TENDER ENQUIRY NO: CDC TE 343

DATE: 09/11/2013

C	D	C	T	E	3	4	3				R		
Three Digit Department Code e.g. FBM,TRM			Two Digits for Tender Enquiry TE		Year Code i.e. For 2010-11 Code will be 0 (Last Digit of Starting Year)	Two Digits For Tender No. To be Allotted by contracting section		Three digits W.O. numbers to be issued by CLC on the basis of approval			Three Digits Revision no in work order One R & Two digit for rev no i.e. 01		

NATURE OF WORK: Hiring of 12 MT Pick & Carry crane with one operator

1. BHEL JHANSI is in the process of finalizing the Contract for:

‘Hiring of 12 MT Pick & Carry crane with one operator’

2. The tender document has been detailed as follows:

- a) Notice Inviting Tender (Annexure A)
- b) Work Specifications (Annexure B)
- c) Qualifying Requirements (Annexure C)
- d) Instruction to Bidders (Annexure D)
- e) Tender Evaluation Criteria (Annexure E)
- f) General Terms and Conditions (Annexure F)
- g) Technical Bid Application (Annexure I)
- h) Price Bid (Annexure J)
- i) Guideline for Discrepancy in words & figure quoted in price bid (Annexure K)
- j) Self Declaration (Annexure L)



3. The duly filled in Technical and Price / Rate bids (Annexure I and J, separately) along with the instructions to the tenders, Contractor's Obligations, General Terms and Conditions with the signature of the tender on all the pages and complete in all respects super scribed as **"Quotation for Tender No. CDC TE 343 DATED 09/11/2013"** should reach us in a sealed cover on or before **03-Jan-2014** (13.15 hours) through Registered / Speed post or the same may be dropped in the tender box available at the following address: :-

CISF Control Room/Office
Administrative Building
BHEL, Jhansi-284129

Note: Dropping of tender in the Tender Box within schedule time and date is the responsibility of the bidder.

4. Technical bid and Price bid should be submitted in separate sealed envelopes, in case the bids founds in one single envelope then the "bids" are liable to be rejected.

CONTENTS

SL.NO.	Description	Annexure No.	Page No.
1	Notice inviting Tender	A	4
2	Work Specifications	B	5
3	Qualifying Requirements	C	6-7
4	Instructions to Bidders	D	8-9
5	Tender Evaluation Criteria	E	10
6	General Terms and Conditions	F	11-14
9	Technical Bid	I	15
10	Price Bid Format	J	16
11	Guideline for Discrepancy in words & figure quoted in price bid	K	17
12	Self Declaration	L	18



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

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Date: 09/11/2013

Tender Enq No. CDC TE 343

NOTICE FOR INVITING TENDER

ANNEXURE-A

1. SCOPE OF WORK: : Hiring of 12 MT Pick & Carry crane with one operator
2. Tender Evaluation Criteria : As Per Annexure –E
3. Duration of the Contract : One year from the date of the award of the contract
4. Other specific requirements : As per Tender
5. Last date of receipt of the Tender : **03-Jan-2014** on 13.15 hours or before
6. Date of opening of Techno Commercial Bid : **03-Jan-2014** on 14.00 hours
7. Address for receipt/issue of tender Documents : Addl General Manager (CDC)
CISF Control Room/Office
Administrative Building
BHEL, Jhansi-284129

8. EARNEST MOMENT DEPOSIT (EMD) : Rs 20,000/- (Twenty Thousand Only)

(EMD shall be paid in the form of Demand Draft/ Banker's Cheque in favour of BHEL, Jhansi and copy of receipt to be enclosed with Technical bid

OR

One time EMD of Rs. 2 Lakhs can also be deposited in above form and copy of receipt may be enclosed along with tender form.

In case of successful bidder EMD will be converted and adjusted against the security deposit on request of bidder, however conversion from EMD to Security Deposit, Stamp Duty will have to be paid as per relevant clause in this document.

In case of others the EMD shall be returned normally within 15 days of acceptance of award of work by the successful bidder).

9. COST OF TENDER DOCUMENT : Rs 200/- + VAT (as applicable, current rate@14%)

(In case the documents downloaded from website the cost may be paid by enclosing Demand Draft in favour of "BHEL, Jhansi" along with technical bid or cash may be deposited at BHEL Cash Office and receipt be enclosed with Technical Bid)

NOTE: 1) THE BIDDER MAY VISIT THE WORK PLACE BEFORE QUOTING THEIR RATES.
FOR RELEVANT DETAILS PLEASE VISIT OUR WEBSITE "www.bhel.com"



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Tender Enq No. CDC TE 343

ANNEXURE-B

WORK SPECIFICATIONS

Hiring of 12 MT Pick & Carry Crane with one Operator

A 12 MT Pick & Carry Crane (with operator) is required for material handling (Loading / Unloading, Relocating of material, equipment etc) inside the factory area. If required, the service of crane may be used outside the factory also.

Specification of 12 MT Pick & Carry Crane (with operator) required is as follows-

Max Capacity of Crane - 12 MT

36 feet long Expandable Boom (1.5 MT capacity at the farthest end)

Shift duration - 10 Hrs (9 AM to 7 PM including 1 hr lunch break)

The payment for extra time / Sundays / holidays shall be paid on pro-rata basis.

Diesel shall be provided by BHEL free of cost

The crane shall remain in the BHEL premises for the contracted period. It may be allowed to go outside for major maintenance work which cannot be done inside.

Maintenance of the crane shall be in the scope of the contractor.

Deduction on pro-rata basis will be done if the crane is out of service because of breakdown or driver's absence.

Log book to record daily work, to be maintained by the contractor.

**I/we agree with the above
Signature of contractor with seal**

Executive In-charge



QUALIFYING REQUIREMENTS

1. Should have PAN/TAN number. Copy of PAN/TAN to be submitted.
2. Should have Service Tax number (PAN based). Copy of Certificate issued by Excise Dept.
3. Should have VAT/TIN No. if material is supplied/ consumed. Certificate Issued by sales Tax Dept to be enclosed.
4. Self declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL". Self Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude as per Annexure -L
5. Blank Price Bid as per annexure " J"
6. Crane should be registered in name of Company / Proprietor / Partner or on lease agreement. Documentary proof to be enclosed.
7. The crane should not be older than year 2010 make. Registration copy to be enclosed.
8. Copy of Comprehensive Insurance & valid pollution certificate to be enclosed.
9. Crane operator should have valid crane operating license.
10. **AVERAGE FINANCIAL TURNOVER:**
Average Annual financial turnover from during the last 3 years, ending 31st March 2013 should be at least Rs.5.00 Lakhs. Profit & Loss account and Balance sheet duly certificate from CA to be submitted as a supporting document.
11. If all balance sheets are not available for all three years then the average shall be calculated by dividing the sum of turnover of submitted balance sheets by three
12. ***EXPERIENCE** of having successfully completed similar work (crane hiring) during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
 - a. Three similar completed works each costing not less than the amount equal to Rs.2.70 Lakhs
Or
 - b. Two similar completed works each costing not less than the amount equal to Rs.3.40 Lakhs
Or
 - c. One similar completed work costing not less than the amount equal to Rs.5.40 Lakhs
13. *Documentary proof (Execution Certificate) for the experience to be submitted along with Technical Bid. In case of experience in Private Sector relevant TDS Certificate must be attached as evidence.



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Tender Enq No. CDC TE 343

14. Documentary proof in support of above eligibility criteria along with EMD shall be submitted along with Techno Commercial Bid at Annexure I.
15. The documents required for legal entities under whose name and style Contractor has participated in the tender are as follows:
 - i. PARTNERSHIP FIRM: Copy of Partnership Deed registered at the office of Registrar of Firms.
 - ii. COMPANY: Certified copy Memorandum of Association, Article of Association and Incorporation Certificate
 - iii. SOCIETY: Registration certificate issued by Registrar of societies.
 - iv. SOLE PROPRIETOR-SHIP FIRM: Undertaking on oath (Rs. 100 stamp paper) that Proprietor is solely responsible for all rights and liabilities while working under the name and style of Sole Proprietorship firm namely (_____)

I/We agree with above

Signature Of contractor with seal

Executive In-charge



ANNEXURE 'D'

INSTRUCTION TO TENDERERS

1. Above tender is two bid System (Technical /Commercial Bid & Price / Rate bid)

The tender is to be processed in two parts viz. 1) Technical and Commercial bid 2) and price/rate bid.

- a. **TECHNO-COMMERCIAL BID** The technical bid Application (Annexure – I) and its enclosures (along with General Terms & Conditions and copies of qualifying requirements) must be submitted in one sealed envelope super scribed as “**Tender for Hiring of 12 MT Pick & Carry Crane with one Operator -TECHNO-COMMERCIAL BID**”. EMD/ Cost of tender documents or Documents required as per qualifying requirements must be enclosed.
 - b. **PRICE BID:** - The second envelope duly sealed should contain the price bid (Annexure-J) only super scribed as “**Hiring of 12 MT Pick & Carry Crane with one Operator** “. Any other enclosures, which the bidder wishes to submit, must be enclosed with the Technical bid only. The price bid envelope should contain the rates only. Offer not in line with the above procedure or quoted in any other format is liable to be rejected /by-passed.
2. Both the technical bid and price bid sealed envelope must be again sent in a single envelope duly sealed and super scribed as “**Hiring of 12 MT Pick & Carry Crane with one Operator**”. **Tender No. CDC TE 343 & Due Date of Opening.** The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of bidder. The same should be dropped in the tender box kept in the CISF gate of Administrative Building, BHEL, Khailar, Jhansi, within the specified date and time by the representative of bidder. It shall be the responsibility of bidder that the bid is dropped in tender box before the due date and time. BHEL shall not take any responsibility if the bid is not dropped in the tender box before due time and date.
 3. All bidders can witness the opening of the Technical Bid. After evaluation of the Technical Bid which may involve visit to the bidder’s / clients place by authorized officials ,price bids of only those bidders who are technically found suitable will be opened on a subsequent date which will be informed to the concerned whose technical bid has been accepted , in advance for witnessing the Price Bid opening.
 4. All entries in the tender documents should be in one ink, corrections, over writing, cuttings etc. will not be permitted. All the columns in the tender form should be filled without leaving blank in any page of the tender and all the pages must be duly signed & stamped by the bidder before submission.
 5. Price quoted in Price Bid shall be inclusive of all taxes & duties, all statutory requirements/ liabilities like PF/ESI/Bonus/Min. wages etc. However service Tax shall be payable extra as applicable. The price / rate should be quoted in figures as well as in words. In case of discrepancy in figures and/ or the decision shall be as per guide lines issued by BHEL. (Annexure K)



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

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Tender Enq No. CDC TE 343

6. The rate quoted will be valid for the period of contract.
7. The contract will commence on the date as applicable against the contract and shall be valid as per the validity period of the contract. The contract can be extended further on mutual agreement on same terms, conditions and rates.

I/We agree with above

Signature Of contractor with seal

Executive In-charge



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ANNEXURE 'E'

TENDER EVALUATION CRITERIA

The Evaluation of the tender will be carried out as follows:

1. The bidders shall be evaluated as per qualifying requirements given in Annexure 'C'.
2. Techno-commercially qualified bidders shall be invited for opening of the rate/price bid.
3. The contractor shall furnish the Rate of Service Tax applicable & percentage of abetment available in the price bid.
4. The contractor shall be awarded the work on over all L-1 (ie Lowest cost to BHEL)
5. In case of tie between two or more than two bidders for L1 price. Bids shall be called for discount on price offered in sealed envelope from all the L1 bidders. In case of discrepancy in words and figures offered in price bid the decision shall be taken based on ANNEXURE "K"

**I/We agree with the above
Signature of Contractor with Seal**

Executive In-charge



GENERAL TERMS AND CONDITIONS :-

- a. Contractor to ensure that the driver deployed in the premises of BHEL is physically and mentally fit and does not have any criminal record. Driver should possess requisite skill, experience, valid crane operating license etc.
- b. Contractor will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employee. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employee deployed by the contractor shall lie exclusively with him.
- c. Contractor to ensure that all precautions are taken for safety of his employee and equipments. Contractor to obtain insurance cover for his employees and equipment / tools / tackles etc. BHEL will not be responsible for any loss, damage, pilferage of his property and / or his employees.
- d. Contractor shall indemnify BHEL against all claims by statutory authorities and losses under various Labour Laws, statutes or any civil or criminal law in connection with employee deployed by him.
- e. Contractor should provide cell phone to the driver to facilitate communication at the time of emergencies/breakdowns/accidents and any other important message to be passed to the contractor.
- f. Contractor is solely responsible for payment of minimum wages/salaries and allowances to his personnel. BHEL will have no liability whatsoever in this regard.
- g. The contractor shall arrange alternate driver in case the original driver falls ill, on leave or absent from duty, immediately.
- h. Billing period shall be 1st day to last day of every month. The contractor shall submit bills to the contracting department on 8th of each month. Finance department shall, on satisfactory compliance, and after deduction on account of TDS will make payment to the contractor within 10 days of submission of clean bill by the contractor
- i. **PERSONAL ACCIDENT INSURANCE POLICY**
 - i) Contractor shall buy Personal Accident Insurance (24x7) policy for the driver deployed under the contract before the start of work. No employee should enter the BHEL factory premises or working area without insurance cover as stated below.
 - ii) The policy should cover the accidental death of the driver for 24 Hrs for all the seven days of week.
 - iii) The policy should be purchased from Govt. under taking company.
 - iv) The coverage shall be of Rs.5 lakhs per individual. The sum assured (Rs.5 lakhs) shall become payable to the nominee/legal heir in the event of death due to accident of insured person.



- v) In the event of death of the driver deployed by the contractor without proper insurance cover, the contractor shall be liable to pay Rs. 5 lakhs to the nominee/ legal heir of such deceased driver.

OTHER TERMS AND CONDITIONS

1. The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives' negligence or otherwise during execution of work.
2. In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.
3. In case of non satisfactory performance of the contract, BHEL shall have a right of forfeiting the security deposit. In case of any dispute decision of concerned Head of the Department will be final

4. **SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC. :-**

BHEL Reserve the following rights:-

To evaluate the bid as per BHEL policy and Govt. guidelines including CVC / Vigilance guidelines by the tender committee duly constituted by BHEL Management. The decision of BHEL, Jhansi Management or Tender committee duly approved by competent authority shall be final and binding to bidder to accept/reject any or all tender fully or partly without valid reasons.

5. **CONFIDENTIALITY**

The parties agree & acknowledge that in the course of their discussions and interaction, BHEL may disclose information of confidential proprietary nature relating to its business, products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential. The contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorised personnel's strictly on a need know basis, without the prior written permission of BHEL.

6. **SUSPENSION**

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefore. The Contractor shall thereupon suspend performance of such obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.



7. TERMINATION

BHEL reserves the right to terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contractor.

8. RISK & COST

If the Contractor fails to perform/execute the work within time or fail to perform as per the specification prescribed in tender or acted in violation to prescribed terms and conditions, BHEL-Jhansi shall be entitled to terminate the Contract and take recourse to alternate source to get the work done at the risk and cost of the Contractor. In such case Contractor shall make good the loss to BHEL. BHEL shall be entitled to recover the difference in cost, if any incurred by BHEL due to getting the work done from alternate source. However, in such case Contractor shall not be entitled for any gain.

9. JURISDICTION

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.

10. ARBITRATION:-

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit.

The award of the arbitrator shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

**I/We agree with the above
Signature of Contractor with Seal**

Executive In-charge



P & D

गेट पास आवेदन प्रपत्र**ANNEXURE-I (II)**

(ठेकेदार के कर्मचारियों/आपूर्तिकर्ताओं/कोरियर सेवा कर्मों आदि के उपयोग हेतु)

1. ठेकेदार का नाम
2. कार्य का स्वरूप
3. कार्य आदेश सं./दिनांक
4. कार्य आदेश अवधि
5. कार्य स्थल (विभाग)
6. गेट का नाम जिससे प्रवेश/वर्हिगन होगा
7. कर्मचारी की ड्यूटी का समय

संविदा श्रमिक का व्यक्तिगत विवरण

(एक से अधिक संविदा श्रमिकों के आवेदन हेतु अलग से सूची संलग्न करें)

संविदा श्रमिक का नाम..... जन्म तिथि/आयु.....
 पिता का नाम..... पहचान चिन्ह.....
 स्थाई पता..... वर्तमान पता.....

संविदा श्रमिक का
हस्ताक्षर युक्त फोटो
(ठेकेदार द्वारा सत्यापित)

शैक्षिक योग्यता.....
 भविष्य निधि खाता संख्या.....कर्मचारी या बी निगम खाता सं.....

(संविदा श्रमिक के हस्ताक्षर/दिनांक)

कारखाना प्रबन्धक/शॉप प्रभारी के हस्ताक्षर
(दिनांक एवं मोहर सहित)

ठेकेदार या उसके सुपरवाइजर के हस्ताक्षर
(दिनांक एवं मोहर सहित)

आवंटित गेट पास सं०..... दिनांक..... हस्ताक्षर आवंटनकर्ता.....

विभागाध्यक्ष -मा.सं./सं.श्र.प्र. प्रभारी के हस्ताक्षर
(दिनांक एवं मोहर सहित)

के० ओ० सु० ब० द्वारा भरने के लिए

पासों के विचाराधीन रहने तक.....से.....तक श्री.....
 नियोजक.....को कारखाने में प्रवेश हेतु अनुमति दी जाती है।
 पास संख्या.....जारी होने की तिथि से दिनांक.....तक ही वैध होगी तथा प्रत्येक माह/
 तीन के पश्चात 25 तारीख को के० ओ० सु० ब० द्वारा नवीकृत किया जायेगा।

हस्ताक्षर उप कमान्डेन्ट के० ओ० सु० ब० इकाई
बी० एच० ई० एल० झाँसी (उ० प्र०)



ANNEXURE-I

PERFORMA FOR SUBMITTING TECHNICAL BID FOR Hiring of 12 MT Pick & Carry Crane with one Operator

(A) ESSENTIAL DOCUMENTS REQUIRED

1. Name of the firm : _____
(Documents as per clause 12 of annexure C to be attached)
2. Name of the Proprietor : _____
3. Address and Contact Numbers : _____
4. PAN/TAN Number : _____
6. Service Tax Number (PAN Based) : _____
7. Audited financial statement : Enclosed / Not Enclosed
(As per Clause 10 of Annexure-C)
8. Experience Certificate : Enclosed / Not Enclosed
(As per Clause 12, 13 of Annexure-C)
10. Earnest Money Deposit : Rs. _____
 - a) D.D. Number & Date : _____ Date _____
 - b) Drawn on (Bank) : _____
12. Tender Cost : Rs. _____
D.D. No. /Receipt No : _____
14. Validity of offer : _____
(At least 90 days from the date of tender Opening.)
15. Blank Price bid format : Enclosed / Not Enclosed

We will fulfill all the obligations of the contractor and abide by the Terms & Conditions mentioned in the enquiry.

Signature with Name & Office
Seal

Date:

NOTE (1): TECHNICAL BID AND PRICE BID SHOULD BE SUBMITTED IN SEPARATE SEALED ENVELOPS. IN CASE THE BIDS ARE FOUND IN ONE SINGAL ENVELOPE THEN THE "BIDS" ARE LIABLE TO BE REJECTED.



ANNEXURE-J

PRICE BID FORMAT
(To be submitted along with Techno- Commercial)

Detail of work: Hiring of 12 MT Pick & Carry Crane with one Operator.

- 1 Name of the firms :
- 2 Name of the proprietor/ partners :
- 3 Address & contact nos. :

SL NO.	DESCRIPTION OF WORK	Rate offered by contractor, Rs.
1	Hiring charges (per day) of 12 MT Pick & Carry Crane with one Operator (excluding Service Tax)	
2	Other Taxes & Duties applicable (excluding Service Tax), if any	
TOTAL (1+2)		
Rate offered by contractor, Rs (in words)..... (Excluding Service Tax)		
Applicable Rate of Service Tax % of Abetment available.....		

Payment for extra time / Sundays / holidays shall be paid on pro-rata basis.

Diesel shall be provided by BHEL free of cost

Signature of Contractor



Central Dispatch Cell, Bharat Heavy Electricals Limited, JHANSI

Tender Document for Hiring of 12 MT Pick & carry Crane

Date: 09/11/2013

Tender Enq No. CDC TE 343

ANNEXURE-K

Sub: GUIDELINES FOR DEALING WITH “DISCREPANCY IN WORDS & FIGURES-QUOTED IN PRICE BID

In case of non-conformities/errors/discrepancies are observed between the quoted prices in figures and that in words, following guidelines shall be followed:

- (a) If, in the price structure quoted for the required goods / services / works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. Unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- (b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected and
- (c) If there is a discrepancy between words and figures, the amount in words shall prevail unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (a) and (b) above
- (d) If there is such discrepancy in an offer the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.



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Tender Document for Hiring of 12 MT Pick & carry Crane

Date: 09/11/2013

Tender Enq No. CDC TE 343

ANNEXURE-L

(Self Declaration format to be made on company's' letter head)

TO WHOM SO EVER IT MAY CONCERN

This is to certify that our firm is not blacklisted/under hold from BHEL Jhansi or banned by any unit/region/office of BHEL.

This is to certify that we / our firm is not guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude

(Signature of Authorized Signatory)