



भारत हेवी इलेक्ट्रिकल्स लिमिटेड Bharat Heavy Electricals Limited

Boiler Auxiliaries Plant, Ranipet 632 406.
Phone: 04172-284656 E.mail:nt@bhelrpt.co.in
Fax : 04172-241159 Website: www.bhel.com

TENDER NO:

M&S/LM/103

dt.03.07.2015

Notice Inviting Tender for unloading and Inter Carting of Boiler Components from wagons by engaging suitable material handling equipment's (like Hydra Cranes Max 20 Tons) and suitable capacity vehicles(40 Feet Trailers) as per prevailing Motor Vehicle Rules.

Tenders are invited to submit most competitive offer in a sealed cover for **taking delivery from Railways at Kothagudam TPS Railway siding, unloading from Wagons, stacking (if required), loading on trailers, inter carting including transportation of Boiler components / Boiler Auxiliary components despatched from BHEL TRICHY / BHEL RANIPET,** from Kothagudam Thermal power station railway siding to

- (i) 1 x 800MW KTPS storage yard (lead 5 KMs (approx..) and
- (ii) Bhadradri TPS 4 x 270 MW Storage Yard near Ramanujavaram Village, Managuru (lead 60 KMs approx..)

by taking care of all the terms & conditions stipulated herein:

1. Tender No : M&S/LM/103 Dt.03-07-2015
2. Last Date/Time for receipt of tender : 14:00 hrs 14-07-2015
3. Date/Time for opening of Technical Bid : 14:30 hrs 14-07-2015
4. Nature of work : As per the Annexure-1
5. Earnest Money Deposit (EMD) : NIL/- exempted

6. SPECIAL INSTRUCTIONS:

- (a) This Tender includes Annexures (I) Detailed Scope of Work, (II) Special Terms & Conditions, (III) –General Terms and Conditions of contract, (IV)- Safety conditions,(V)- Techno Commercial Bid and (VI)- WORK / RATE SCHEDULE - Price bid , which are enclosed herewith.
- (b) Tenderer should furnish the RATE in the enclosed tender “WORK / RATE SCHEDULE” in Annexure VI - 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) – Annexures I to V shall be placed in a sealed cover duly superscribing the Tender number and “TECHNO COMMERCIAL BID” on the cover.
- (e) Price bid as per Annexure VI duly filled and signed by the authorized signatory shall be placed in a separate sealed cover duly superscribing the Tender number and “PRICE BID” on the cover.

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

- (f) Both the “TECHNO COMMERCIAL BID” cover and “ PRICE BID” cover shall be placed in another sealed cover superscribing Tender No., Due date and submitted on or before 14:00 hrs on 14-07-2015. Tenders submitted beyond the due date and time will not be considered.
- (g) At the time of opening of Technical Bid, the Bidder’s representative should produce the authorization issued by authorized signatory of the tenderer.
- (h) BHEL reserves the right to cancel the tender without assigning any reason and further communication. For all reference please refer to the web www.bhel.com

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

Thanking you,

For BHEL BAP Ranipet,

MANAGER / M&S-LOGISTICS

The tender shall be addressed to the following address

MANAGER / LOGISTICS
BHEL BAP RANIPET
VELLORE DISTRICT
TAMILNADU 632 406
Cell NO.9442541632

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

ANNEXURE-I

TENDER NO: M&S/LM/103 dt.03.07.2015

DETAILED SCOPE OF WORK

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

- 1.1) ***Taking delivery of Boiler components / Boiler Auxiliary components despatched from BHEL factories outside Telangana State, from Railway wagons at Kothagudam TPS Railway siding, unloading (Ref cl 1.7) check, verify and ensure for the receipt of materials with reference to Railway Receipt of the entire rake load from Wagons,***

Proper stacking of the unloaded consignments in the ***area earmarked to facilitate loading in trailers (40 ft) for further movement to specific destinations,***

- 1.2) ***loading on trailers,***

by using suitable capacity mobile cranes of adequate numbers with adequate crew members,

- 1.3) ***inter carting including transportation of the goods from Kothagudam Thermal power station railway siding to :-***

- (a) KTPS 1 x 800MW storage yard (lead 5 KMs (approx..) and
(b) Bhadradri TPS 4 x 270 MW Storage Yard near Ramanujavaram Village, Managuru (lead 60 KMs approx..)

- 1.4) Packing wood runners used for transportation through wagon shall be used for further stacking. However if additional packing wood runners required, shall be provided by the contractor. Safe loading should be ensured.

- 1.5) Preparation of separate dispatch documents (LR/GC) for every Railway Receipt (RR) of each rake load. For each RR one LR shall be issued as per details given by BHEL. This document preparation will be supervised by BHEL Personnel.

5000sq.mtr area bush cleaning, leveling, movement of scrap material weighing around 50MT scattered in the Railway siding, cutting of 3 to 5 trees in the railway siding using bulldozers, JCB etc. for the purpose of unloading the consignments from wagons.

- 1.6) At a time a maximum of 16 wagons will be available in the loop line of KTPS Siding for unloading. The balance 27 wagons of the rake will be placed in the main line KTPS siding for subsequent unloading. Accordingly suitable cranes/ trailers to be placed for unloading of 16 wagons initially. After completing the first batch, next set of wagons will be placed for unloading and so on. Single rake load will consists of consignments weighing 800 MT approximately of “Boiler components” / “Boiler Auxiliary Components”. The tentative dispatch plan for 2015-16 and 2016-17 is enclosed.

Project	2015-16 Despatch in MT	2016-17 Despatch in MT
KOTHAGUDAM 1 x 800	11500 BHEL RANIPET 2000 BHEL TRICHY	4000 BHEL RANIPET 4048 BHEL TRICHY
BHADRADHRI 4 X 270	18000 BHEL RANIPET 10000 BHEL TRICHY	NIL BHEL RANIPET 4000 BHEL TRICHY

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- 1.7) The above components will be supplied in piece meal / unassembled condition and each piece of component's weight will vary from 250 kgs to 16MT approx. However for BHEL RANIPET, 48 nos. of Modules each weighing 28 MT (approx.) for the year 2015-16 will be despatched which is a variation from the weight of General consignments. Every month, on an average, 2 to 4 rake loads of materials are expected to be dispatched to KTPS railway sidings. The expected time of rake loads will be intimated in advance for the purpose of arranging required cranes and crew at siding for the above scope of work within stipulated time.
- 1.8) Line up the vehicles at Right Place at site as directed by the BHEL Site officials or their authorized representatives, shall be carried out. Unloading of materials shall be done only at the space identified by the BHEL Site officials or their authorized representatives. At any cost, contractor should not unload the materials on their own at unauthorized locations in the site.
- 1.9) Getting site acknowledgement of material receipt against each LR/GC Note duly linked with Railway receipts at the destination.
- 1.10) Tallying of material received as per Railway Receipt through LR/GC after acknowledgement.

(b) Quantum of Work

- 2.1) One Rake will contain approximately 800MTs in 43 Wagons. Each wagon carrying load is 63 MTs as per Railway Loading Rules.
- 2.2) The approximate quantum of ____MTs which will come by ____Rakes at periodical intervals and the expected arrival of each Rake to KTPS Siding will be intimated in advance.

(c) Adequate number of Vehicles / Handling equipments

It is the responsibility of the Contractor to deploy suitable capacity and adequate number of cranes to lift a weight of up to 16 MT of single consignment and adequate number of 40 feet trailers along with suitable number of crew members to cater to the tonnage received. For this purpose, the contractor has to work continuously after receipt of wagons at the siding without any break, so as to complete the work within the free time allowed by Railway **without demurrage. The contractor has to deploy adequate number of cranes and trailers.**

(d) Details of Maximum dimension and weight of a single consignment

- 4.1 Length: 15.5 mtr.
Width: 2.8 mtr.
Height: 3 mtr.

- 4.2 Single consignment weight will be approximately varied from 250 kgs to 16 MT.

(e) Prior Notice Time

- 5.1 5.2 Shipping Dept of BHEL Ranipet will intimate the contractor well in advance (atleast 4 days in advance) regarding the arrival of consignment at the KTPS Railway Siding to enable the contractor for mobilizing the Cranes & Vehicles and working Crew.. It is suggested that the

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contractor has to trace the actual location of rake through online services to avoid last minute rush.

(f) Railway receipt and preparation LR/GC while intercarting

6.1 BHEL Personnel will be deputed to witness/assist for the receipt of materials referred in RR and making appropriate dispatch documents like LR / GC Note of the Contractors to accompany consignments upto KTPS 1 x800 MW Storage yard / Bhadradri TPS Storage Yard. For goods covered under one RR one LR is to be prepared.The document prescribed by BHEL has to be maintained by the contractor for verification at any point of time for receipt, storage and intercarted consignments.

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

QUALIFYING REQUIREMENT

- 1) The tenderer should have experience not less than one year in similar work. Similar work means handling of steel structures. Copy of completed work document to be enclosed.
- 2) Annual turn over should be not less than Rs.30 lakhs.

Those who have not meet the above qualifying requirement will be rejected.

In addition they have to furnish the following documents.

Last three year balance sheet, IT return, profit loss account.

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ANNEXURE-II

TENDER NO: M&S/LM/103 dt.03.07.2015

SPECIAL CONDITIONS OF CONTRACT

1. SCOPE OF WORK

Detailed scope of work is given in Annexure-I enclosed.

2. RATE BASIS

The Rate quoted shall be FIRM throughout the currency of the Contract except for increase in diesel price as per clause 5 of Special Conditions of contract given below.

- 2.1 The rate quoted should be inclusive of all taxes and duties except Service Tax levied / to be levied both by Central and State Government authorities. Such levies should be borne by the Contractor. Service Tax will be paid as extra(ref cl 2.3 below)
- 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 (ST) for WORK / RATE SCHEDULE SL.NO. 1 & 4 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.
- 2.4 In respect of WORK / RATE SCHEDULE SL.NO.2 & 3 for transportation, BHEL will pay the applicable service tax for Goods Transport Agency on 25% of the value to the Government as Receiver of Service under Reverse Charge Mechanism of Service Tax Rules. For this purpose, the Transport Contractor has to give a confirmation that they have not availed any CENVAT credit of Excise duty and Service Tax on Inputs and Capital Goods. In view of the above, the Contractor is not liable for Service Tax for WORK / RATE SCHEDULE SL.NO.2 & 3. As such, BHEL will not reimburse any service Tax for WORK / RATE SCHEDULE SL.NO.2 & 3 under any circumstances.
- 2.5 Unloading from wagon shall be within the time permitted by Railways to avoid demurrage. Any demurrage levied by Railways to Contractor's account.

3 EVALUATION OF BIDS

- 3.1 Considering the scope of work and clearing of wagons within the free time given by Railways, BHEL will award the entire scope of work to a Single Party.
- 3.2 The price bids submitted by the tenderers will be evaluated for the total scope of work as given in Annexure-I based on the total of the rates of Sl. No. 1 to 4 of the Work / Rate Schedule of Price Bid quoted by the Bidder and L1 will be arrived at accordingly.
- 3.3 In view of the above, Bidders are advised to quote competitive rates for all the items of work.

Date:
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4. NEGOTIATION

Contract will not be awarded to the L1 Bidder unless the L1 price is acceptable to BHEL. BHEL need not accept the L1 price and may reject the same at its own discretion. BHEL reserves the right to negotiate with the L1 Bidder if required.

5. Price Variation Clause:

RATE

- a) The Rate is Firm except for rate variation on account of variation in Diesel Price as given below:
- b) Price variation will be allowed during the currency of Contract on account of increase / decrease in the Diesel Rates, as indicated by IOCL . The following diesel price variation clause will be applicable **from the date of increase / decrease of diesel price.**
- c) The freight rates finalized is subject to increase/decrease at the rate of **0.3 paisa per MT per KM for every 10 paisa** statutory increase/decrease in diesel price (inclusive Taxes applicable at Ranipet as indicated by IOCL . The increase/decrease will be proportionate when the increase/decrease is less than 10 Paisa per liter.
- d) PVC Clause will be operative only from the date of award of LOI/Contract and when the increase/decrease in Diesel price is more than **Re.1/-**.
- e) However, the cumulative variation in the Retailed Selling Price of diesel at Ranipet, more than **Re.1/-** will be considered for revising the Contract Rates from the date of cumulative increase/decrease of Diesel.

Sample Calculation:-

Assume existing RSP of HSD at Kothagudem is **Rs.53.22/- per Liter** on the date of LOI i.e. on 01.07.2015.

Effective from 15.07.2015, if the diesel price increases from Rs.53.22/- to Rs.53.76/- per Liter i.e increase of **Rs.0.54 per Liter**, then PVC will not be applicable from 15.07.2015

Again effective from 01.08.2015, if the diesel price increases from Rs.53.76/- to Rs.54.32/- per Liter i.e. increase of **Rs.0.56 per Liter**.

In this case the cumulative increase is Rs.1.10/- per Liter (Rs.0.54 + Rs.0.56). Then PVC is applicable from 01.08.2015 onwards only for the increase of **Rs.1.10/- per Liter**.

Again effective from 15.08.2015, if the diesel price increases from Rs.54.32/- to Rs.54.85/- per Liter i.e. increase of **Rs.0.53 per Liter**, then PVC will not be applicable from 15.08.2015

Again effective from 01.09.2015, if the diesel price increases from Rs.54.85/- to Rs.55.45/- per Liter i.e. increase of **Rs.0.60 per Liter**.

In this case the cumulative increase is Rs.1.13/- per Liter (Rs.0.53 + Rs.0.60). Then PVC is applicable from 01.09.2015 onwards only for the increase of **Rs.1.13/- per Liter**.

The same system will be followed for decrease in Diesel Prices also.

Only two digits fraction will be considered. i.e. in the revised rates anything less than 0.005 Paisa will be ignored and anything equal to or greater than 0.005 will be rounded off to 0.01 Paisa

6. 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.

7. 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.

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8. TRANSIT TIME

8.1 BHEL attaches very great importance to the timely delivery of the consignment and hence delivery should be effected without any delay. Since the work is based on the receipt of rake load at KTPS railway siding, the contractor shall unload and inter cart even on Holidays and Sundays to avoid demurrage chargeable by Railways for delayed unloading and release of wagons.

9. FREIGHT DETAILS

9.1 During this movement, Railway Receipt is to be tallied with the Carrier/Transporter's Original G.C / LR and acknowledgement is to be received from BHEL Site Personnel at the destination point and submitted along with freight bill.

10. BILLS & PAYMENT

Bills will be submitted immediately after delivery with proper acknowledgements / certification from the site office as per clause 6.1 and there should not be delay for more than one month. However, BHEL will not honor such claims after a period of three 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 SDGM, SHIPPING DEPT of BHEL.

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. The Bidder has to submit EFT Form enclosed herewith as Annexure –VII duly filled in, signed by authorized signatory of the Bidder and certified by Bankers with seal.

11. INCOME TAX DEDUCTION AT SOURCE:

10.1 The contractor has to submit a declaration regarding the number of vehicles owned by him as per format given in Annexure-VIII enclosed herewith, duly notarized. Applicable income tax under Sec.194 of the I T Act will be deducted in respect of transport charges (**WORK / RATE SCHEDULE SL.NO. 2 & 3**) based on the number of vehicles owned by the contractor as per the declaration submitted by the contractor. Income tax will be deducted if the number of vehicles owned by the contractor is more than 10 (as per declaration to be submitted) , as per Provisions of the Income Tax Act as amended.

10.2 In respect of **WORK / RATE SCHEDULE SL.NO.1 &4** applicable income tax under Sec.194 of the I T Act will be deducted. BHEL will issue necessary TDS Certificate as per the Provisions of IT Act.

12. INSURANCE COVERAGE AND CLAIM

12.1 Any accident at any point shall be reported to SDGM, SHIPPING DEPT. of concerned BHEL Unit 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.

12.2 The contractor after delivery of the consignment shall inform SDGM, SHIPPING DEPT of concerned BHEL unit, remark if any is made by the Consignee while delivering the consignment with ref. to damage or loss- total or partial.

Date:
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12.3 Further, any accident that occurs in transit shall also be brought to the notice of Consignor or consignee and/ or SDGM, SHIPPING DEPT. of concerned BHEL unit 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 SDGM/SHIPPING of concerned BHEL unit shall be informed in writing through Mail, Fax or Letter 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 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.

13. 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.

14. 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(whenever 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.

15. HIRING OF VEHICLES

BHEL prefer all consignment to be carried in the Contractors' own vehicles. If carried in a hired vehicle, the Contractor should ensure, that the Transport Carrier 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 contractor will be solely responsible for the safe delivery of BHEL Consignments without prejudice or any other rights or remedy to proceed against the Contractor.

16. WEIGHT OF THE CONSIGNMENTS

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.

17. Safety requirements: Since the main railway siding of KTPS carries overhead power line, sufficient safety precautions to be followed. The prospective tenderers shall be aware of all site conditions to enable them to quote appropriately. For this purpose, the tenderers are advised to visit KTPS Railway siding and apprise themselves of the site conditions.

18. 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.

19. CONTRACT AGREEMENT

The successful Bidder will be awarded the contract for the tender work in two contracts –viz. one for handling of materials and Bush clearing (WORK / RATE SCHEDULE SL.NO.1 &4) and another for transportation of the materials (WORK / RATE SCHEDULE SL.NO.2 &3). However, overall responsibilities for completion of entire scope of work –viz. WORK / RATE SCHEDULE SL.NO.1 &4 will be the contractor. For this purpose, the contractor has to enter in to two separate contracts in non-judicial stamp paper of value of Rs.100/- at his own cost.

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

ANNEXURE-III

TENDER NO: / M&S/LM/103 dt.03.07.2015

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 scope of work described in the tender documents in individual work-orders as may be issued from time to time to the contractor by the Officer-In charge 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, SHIPPING DEPT. BHEL/RANIPET, to supervise the work or part of the work.
 - 1.5 "Approved" and "Directed" means, the approval or direction of SDGM, SHIPPING DEPT. BHEL/RANIPET, or person authorised 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 authorized 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:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

3. **WORK TO BE CARRIED OUT:-** The Contract shall, include all labour, materials, tools, plant, equipment and transport which may be required for the safe and effective 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, SHIPPING DEPT. BHEL/RANIPET. 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 ₹10Lakhs
Above Rs.50 Lakhs	: ₹4 Lakhs + 5% of the amount exceeding ₹50Lakhs

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

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, KisanVikasPatras 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).

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- 9.2.5 Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
- 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 The security deposit shall not carry any interest.
- 9.3 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.
- 9.4 The Earnest Money if any 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.
- 9.5 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.
- 9.6 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 3 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, SHIPPING DEPT. BHEL/RANIPET, 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.

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

- 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, SHIPPING DEPT. BHEL/RANIPET or the OFFICER-INCHARGE, to receive instructions.
- 12.4 The SDGM, SHIPPING DEPT. BHEL/RANIPET, 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 property & injury to workmen, the Contractor shall at his own expense reinstate and make good to the satisfaction of the SDGM, SHIPPING DEPT. BHEL/RANIPET, 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

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

- 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.

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/ SDGM, SHIPPING DEPT. BHEL/RANIPET 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/ SDGM, SHIPPING DEPT. BHEL/RANIPET, 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/ SDGM, SHIPPING DEPT. BHEL/RANIPET, 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/ SDGM, SHIPPING DEPT. BHEL/RANIPET, 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 ;

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

- 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, SHIPPING DEPT. BHEL/RANIPET, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the BHEL. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered by SDGM, SHIPPING DEPT. BHEL/RANIPET 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, SHIPPING DEPT. BHEL/RANIPET, 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, SHIPPING DEPT. BHEL/RANIPET, 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 unloading of each rake, inter carting shall submit a bill in triplicate detailing the various items of work done supported by the requisitions issued from time to time. The Contractor shall, once in every month, submit to the SDGM, SHIPPING / LOGISTICS DEPT. of concerned BHEL unit separately with 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.
- 22.4 After completion of the work ref under Annexure VII sl no 4 on bill to be submitted within a week time with the approval of Authorized Officer in charge of BHEL.

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.

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

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.

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, SHIPPING DEPT. BHEL/RANIPET 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, SHIPPING DEPT. BHEL/RANIPET, 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.

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

- 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.

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.

01. Discrepancy in “words “ & “ Figures “

- 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

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

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 up to 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.

BHEL shall have the right to recover any money due from the contractor from any money due to the contractor under this contract or any other contract or from the security deposit

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

ANNEXURE-IV

TENDER NO: M&S/LM/103 dt.03.07.2015

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.
- 1.2.8 The movement of crane shall be subject to safety rules and regulations of Kothagudam TPS if any as the materials are to be moved out from KTPS .
- 1.2.9 All Gate entries as per the norms of KTPS to be carried out.

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.

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

- 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
- 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.
- 2.2.10 The movement of crane shall be subject to safety rules and regulations of Kothagudam TPS if any as the materials are to be moved out from KTPS .
- 2.2.11 All Gate entries as per the norms of KTPS to be carried out

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.

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

- 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)

ANNEXURE-V

TENDER NO: M&S/LM/103 dt.03.07.2015

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	() Registered and copy enclosed Code No. - _____ () Not Registered
7	Contract experience documents if any	
8	Cranes, Trailer, earth moving equipments registration documents if any	
9	Time required for Unloading from wagons for one rake	

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.

PAN Number (PAN COPY TO BE ENCLOSED): -----

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

TO BE TYPED IN stamp paper of Rs 100/-)

(To be notarized by a notary public.)

INDEMNITY BOND

DATE:

To
Manager/P&MS-Logistics
BHEL – BAP
Ranipet.

We _____ (name of carrier), having our registered office at _____ and having PAN NO _____ (copy enclosed) are engaged in the business of carriage of goods by road using Motor Vehicles. As on date we own _____ nos. of vehicles the details of which are given below:-

SL NO	Vehicle Type (Lorry/Trailer/LCV)	Vehicle Registration No
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

(Copy of RC Books are enclosed)

I/We _____ (**Refer Note 1**) (name and designation) of _____ (name of carrier) certify that the particulars given above are true and correct. I am duly authorized to issue this declaration.

I /We request you to not to deduct Tax deducted at source as per the relevant provisions of the amended Section 194C of the Income Tax Act (amended by virtue of provisions of the Finance Act, 2015 equivalent to Clause 43 of the Finance Bill, 2015) as we own only _____ no of vehicles as on date.

I/We on behalf of _____ (Name of carrier) undertake to indemnify BHEL Ranipet for any losses, claims, expenses, liabilities or any costs in whatsoever form incurred or that may be incurred by BHEL due to non-deduction of Income Tax TDS based on our declaration regarding the number of vehicles owned.

Without prejudice to the generality of the foregoing, we shall be liable to indemnify BHEL for the following:

- Legal expenses that may be incurred in any tribunal/ court/ authority in pursuing or defending a case (civil/ criminal/ otherwise) in which BHEL is a party in respect of or in connection with non-deduction of Income Tax TDS based on our declaration regarding the number of vehicles owned.
- Legal expenses that may be incurred in issuing legal notice or replying to any legal notice issued against BHEL for the aforesaid reason;

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

- Appointing advocate(s) to pursue or defend a case as stated above or to issue or reply to legal notice as stated above for the aforesaid reason;
- Seeking legal opinion from advocate(s) for the aforesaid reason
- Any other claims, expenses, liabilities or costs of whatsoever nature for the aforesaid reason.

If there is any written demand from the BHEL Ranipet for which BHEL Ranipet is entitled to the benefit of indemnity under this Indemnity Bond (such written demand, being hereinafter referred to as a “Claim”), then BHEL Ranipet shall provide written notice of such Claim to us. Upon receipt of the Claim, we, jointly and severally hereby undertake, irrevocably and unconditionally, to pay on written demand, to BHEL Ranipet, the full amount of the Claim as well as all fees, costs or charges associated therewith, without any demur, reservation, contest or protest in any manner whatsoever within seven days from the receipt of the said Claim.

BHEL Ranipet shall be deemed to have served the Claim on us if it serves the same to the aforementioned registered address. We undertake that BHEL Ranipet shall have the right to deduct the Claim amount from any amount that may be due from BHEL Ranipet or any other Unit of BHEL under any contract.

I/We also undertake to submit revised declaration if we purchase any additional vehicles at any time during the financial year 2015-16.

Yours faithfully

For _____

(Authorized Signatory)

(With Seal)

(Refer Note 2)

NOTE:

1. If the carrier is a partnership firm, all the partners have to provide this undertaking by including their names here. In case of Proprietorship the sole proprietor has to give the undertaking.
2. In case of a partnership firm, all the partners have to sign. In case of proprietorship, the Sole proprietor has to sign.

Date:

Place:

Signature of the Tenderer with seal
(Authorized Signatory)



ACCEPTANCE FOR ELECTRONIC FUND TRANSFER / RTGS TRANSFER

01	NAME & ADDRESS OF THE SUPPLIER / VENDOR																																									
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K)	NAME OF AUTHORISED SIGNATORY																																									

3. CERTIFICATE

4. I /We hereby agree to receive the payments due from BHARAT HEAVY ELECTRICALS LIMITED, RANIPET by the National Electronic Funds Transfer and/or RTGS Transfer mode by credit to my / our above mentioned Bank Account. I / We also agree that payments made to the above mentioned Account is a valid discharge of the liability of Bharat Heavy Electricals Limited, Ranipet. I / We also agree to bear the applicable Bank Charges for the above mode of transfer.

**AUTHORISED SIGNATORY OF VENDOR WITH SEAL
Banker's Certification**

We confirm that we are enabled for receiving RTGS and NEFT credits and we further confirm that the account number of _____ (name of account holder), the signature of the authorized signatory and the MICR and IFSC codes of our Branch mentioned above are correct.

5.

6. PLACE:

7. DATE:

(Manager / Officer's
signature Under Bank stamp)

Note: This EFT Form is to be submitted duly filled in manually in all fields and duly signed by Authorised Signatory and certified by Banker.

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

ANNEXURE-VII

TENDER NO: / M&S/LM/103 dt.03.07.2015

“PRICE BID”

“WORK / RATE SCHEDULE”

SL. No	Scope of Work	Rate (Excluding Service Tax)
01	Handling (unloading from Railway Wagons which will be stabled at KOTHAGUDAM THERMAL POWER STATION RAILWAY SIDING, stacking at ground , clearing the wagons, loading in vehicles) and (Approx. 800 MT per Rake Movement consisting approx. of 43 wagons. Please refer Cl 1.7 of Annexure I for total tentative consignment weight site wise. (Please refer to the Scope of work given in Annexure-I)	₹...../- per MT Rupees Only. Per MT. Service Tax : 14% applicable as extra.
02	Transportation of Components from KTPS Railway siding to KTPS 800 MW project storage yard (lead approx.5 KM) by engaging suitable vehicles considering the weight / dimension as per Motor Vehicles Act/ Rules. (Please refer to the Scope of work given in Annexure-I)	₹...../- per MT Rupees Only per MT. Service Tax: NIL.
03	Transportation of Components from KTPS Railway siding to Bhadradri TPS (4 x 270 MW) project storage yard (lead approx...60 KM) by engaging suitable vehicles considering the weight / dimension as per Motor Vehicles Act/ Rules The rate shall include all toll expenses if any. (Please refer to the Scope of work given in Annexure-I)	₹...../- per MT Rupees Only per MT. Service Tax: NIL.
04	5000sq.mtr(approx..) area bush clearing, leveling , movement of scrap material weighing around 50MT scattered in the Railway siding, cutting of 3 to 5 trees in the railway siding using bulldozers, JCB etc. for the purpose of unloading the consignments from wagons. (Please refer to the Scope of work given in Annexure-I)	₹/- per sq. meter Rupees Only per sq. meter. Service Tax : 14% applicable as extra.

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)

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Note: 01. The overall lowest offer will be considered for ordering. Please refer to clause No 3 of special conditions of contract
02. Rates shall be exclusive of Service Tax

Date:
Place:

Signature of the Tenderer with seal
(Authorized Signatory)