

BHARAT HEAVY ELECTRICALS LTD.
CENTRAL PLANT STORES
CFFP HARDWAR

Tender for Shifting & Transportation of material

Name of the Contractor/Firm : _____

Tender Notice No. : **FF/15-16/16-17/CSX/RV/WC/01 dt.02.06.15**

Approx value of contract : Rs.63.28 Lacs (approx).

Last date for sale of Tender : 22.06.15 UP TO 12.00 NOON

Last date for receipt of Tender : 23.06.15 UP TO 1.30 PM

Time & date for opening of Tender : 23.06.15 AT 2.00 PM

Amount of Earnest Money : Rs. 150000/- (One Lac Fifty Thousand)

(The tenderer will have to deposit Earnest Money while submitting his tender and the tender will not be accepted without the same. The Earnest Money should be deposited by pay order or by Demand Draft issued by any National Bank in the favour of Sr.A/c.Officer (Cash) of CFFP/BHEL, Hardwar, and Payable at Haridwar. **Any other mode of Earnest Money payment is not acceptable.**)

Place of opening of Tender : Tender Room (Stores-CFFP)

Period of contract : Two year from the date of work order

Name of the work : Shifting & transportation of material

Description of work : As per annexure 'A' (Page 11/11)

1. Name and Address of the Contractor.
2. Status whether Individual / Partnership Firm or Company, (for partnership firm Photocopy of the Partnership Deed to be enclosed.)
3. Minimum 9 nos (nine) labourers (4 nos skilled & 5 nos unskilled) @ 25 days per month shall be deployed. Minimum 150 mandays for unskilled and 75 mandays for skilled in a month. Average deployment shall be as per requirement from time to time
4. Reference of any other Contract with BHEL.

(Signature of Tenderer)

Tender for Shifting & Transportation of material
Tender No. FF/15-16/16-17/CSX/RV/WC/01 Dt.02.06.15
To be submitted along with Prequalification - Technical Bid

CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

(Contractor is required to fill-in the details against each column given below and ensure that no column is left blank or incomplete)

SL.NO.	PARTICULARS	DETAILS
1.	Name of the Contractor	
2.	Address of contractor	
3.	Postal Address Phone No/Mobile No. FAX NO. e-mail ID	
4.	Name/Designation & Address of the official of Contractor to whom all the references shall be made	
5.	Name & Address of Directors/Partners.	
6.	Validity of offers/rates quoted	Valid up to 31/12/2015
7.	Earnest Money Deposit Details	
8.	Details about type of the firm. In case of partnership firm, partnership deed to be submitted.	
9.	Last income tax return submission proof enclosed with PAN no. details	Yes/No
10.	Details of Service tax, PF,ESI submitted (The contractor should submit proof of registration in the name of his firm for PF,ESI, Service Tax Registration No(these are mandatory)	Yes/No
11.	Registration details of Tractors/Trucks submitted. (Participating Contractor must have minimum total three (03) Tractors along with trolley or trucks or in combination registered in his name or in partner's name or in the name of his firm. Tractor (agricultural category shall not be valid) or truck or combination must be registered under commercial categories. Copies of valid registration and insurance certificates to be enclosed with Tender documents.)	Yes/No
12.	Details of experience enclosed.	Yes/No
13.	Authority letter of persons if documents not signed by authorised person.	Yes/No

Note:

- Self attested photo copy of the documents should be submitted by the contractor along with Prequalification- Technical bid
- All the reference & details should be filled in neatly in the above statement.

Tender No

Name & Signature of Contractor
With Date & Seal

Tender for Shifting & Transportation of material
Tender No. FF/15-16/16-17/CSX/RV/WC/01 Dt.02.06.15

FROM.....

.....

TO

AGM (Stores/Sub-Cont.)

Central Plant Stores

BHEL – CFFP

Ranipur – Hardwar

Subject : **Shifting & Transportation of material from Central Plant Stores to Various Shops & all other works detailed description** (Page 11/11)

Annexure 'A' : Schedule of Bill of Quantity for Tender

I/we here by submit my/our quotations for the above noted work in accordance with the terms & conditions mentioned in the aforesaid documents.

I/we also agree to such duration in the Bill of quantities may be ordered by you or your nominee in accordance with the terms of aforesaid documents.

I/we also forward herewith a sum of Rs..... (Rs
) vide Bank Draft/Pay order etc No.....
 Dt..... issued by.....in favour of A.O (Cash) CFFP/BHEL and payable at Hardwar towards earnest money to be utilized in accordance with conditions mentioned in the documents enclosed.

I/we also agree to refer all disputes in respect of this Tender or consequent contract to arbitrator to be nominated by Head of the BHEL/CFFP Hardwar his sole decision shall be final and binding on us.

BHEL's decision in respect of acceptance/rejection of tender in part or full shall be binding on us

BHEL's decision in respect of award of Contract in part or full shall be binding on us.

Yours faithfully

Name of the Contractor with
Signature and full Name

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INSTRUCTIONS AND GUIDE LINES TO TENDERERS

01. RECEIPT AND OPENING OF TENDER

- 1.1 Sealed tender will be received on behalf of AGM (CSX & Sub-Contracting) in Stores department, CFFP from the bonafide Contractors with sufficient experience of doing such work and fulfilling conditions specified in Clause (4.0) i.e. Prequalification – Technical bid.
- 1.2 The Tender are to be submitted in two parts:
- (A) Part –I (Pre qualification –Technical Bid)
 Bid with documents fulfilling the pre-qualification criteria as per Clause 4.0 of “Instructions & Guide lines to tenderers of the tender documents”
 (In Separate Sealed Envelope).
- (B) Part – II(Commercial Bid/Price Bid)
 Bid giving rates along with value as per Bill of Quantity as per annexure `A` (In Separate Sealed Envelop)
 The Part–I & II should be submitted in separate sealed envelopes there after both the envelopes should be kept in one envelope duly sealed. All envelopes should be sealed and should be super-scribed with Tender No. & due Date. Similarly envelope of part – I & II should be super-scribed with Tender No. & due Date and Pre-qualification bid/Price bid etc. The Pre-qualification bids will be first opened & discussed and technically acceptable tenders will be finalised.

The Price Bid will be opened only of these Technically Qualified Tenderers.

L-1 status will be decided taking rates of all categories together with bill of quantity i.e total value as per annexure – A and order shall be placed on single contractor for all the categories. ampap

L-1 STATUS WILL BE DECIDED ON TOTAL VALUE

- 1.3 Tender shall be opened in the presence of parties, who wish to be present on the occasion.
- 1.1 The Contractors are expected to have the necessary tackles and equipments like registered & Tax Paid Tractor Trolley/Truck or its combination and sound organisation set up at their disposal for carrying out work as per above tender.
- 1.2 Inside Plant premises EOT Crane & Mobile Crane along with required chain slings shall be provided by BHEL as & when required.
- 1.3 Contractor has to cater to the all shops requirement at a time regularly.
- 1.4 Minimum two groups of workers with two separate Tractor Trolley/Trucks shall be required to be operated simultaneously on daily basis for shifting and transportation of material from CPS to various shops, unloading & stacking at various shops.

02. AGREEMENT

The successful tenderer will have to execute an agreement on non judicial stamp paper with BHEL/CFFP-Hardwar before the start of the work awarded as per contract & accepted terms & conditions.

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03. EARNEST MONEY AND SECURITY DEPOSIT

The tenderer will have to deposit Earnest Money while submitting his tender and the tender will not be accepted without the same. The Earnest Money should be deposited by pay order or by Demand Draft issued by any National Bank in the favour of Sr.A/c.Officer (Cash) of CFFP/BHEL, Haridwar, and Payable at Haridwar. **Any other mode of Earnest Money payment is not acceptable.**

In case of successful tenderer the Earnest Money will be converted towards the security deposit in respect of the tender and will be refunded after completion of the work

3.1 EMD by the Tenderer will be forfeited if; i) after opening the tender, the tenderer revokes his tender with in the validity period or increases his earlier quoted rates. (ii) The tenderer does not commence the work within 15 days of placement of work order.

3.2 Amount of Security Money to be deposited for proper fulfillment of contract will be as follows:

Up to Rs. 10 Lakhs	- 10%
Above Rs. 10 Lakhs up to Rs. 50 Lakhs	- 1 Lakh + 7.5% of the amount Exceeding Rs. 10 Lakhs
Above Rs. 50 Lakhs	- Rs. 4 Lakhs + 5% of the amount Exceeding Rs. 50 Lakhs

The Security deposit should be submitted before start of the work by the contractor with in 15 days of placement of work order.

3.3 The successful tenderer shall on the receipt of the acceptance of his tender, deposit with (Finance)CFFP a Sum which will, with the amount of Earnest Money already deposited by him along with tender makes up to minimum 50%(Fifty percent) of the full security deposit as specified above.

3.4 For remaining 50% of Security deposit, BHEL/CFFP shall be further entitled to deduct 10% from the running bills of all money payable to the contract or until such deductions with the security money already deposited by him will makeup the full security deposit.

3.5 The Security deposit will be retained by BHEL/CFFP as a Security for due fulfillment of the contract.

3.6 The Security Deposit and any other amount accruing to the contract will be liable for forfeiture in the event of the contractor violating any of the conditions of the contract or will be set off against any claim or expenditure incurred by BHEL/CFFP on account of acts of commissions/ commissions on the part of contractor.

3.7 All compensation 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 released by the sale of Security of from the interest arising there from or from any sum which may be due or become due to the Security deposit being received by reasons of such deductions or sale as aforesaid. The contractor shall with in ten days make good in cash or security endorsed as aforesaid, any sum by which the Security has been reduced.

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4.0 PRE-QUALIFICATION CRITERIA

- 4.1 The Contractor should submit required “Earnest Money” along with the tender.
- 4.2 In case of partner ship firm the tenderer must furnish partner ship deed along with the tender document. In case the tender is being signed by others than the partners the tender should be accompanied with power of attorney to this effect.
- 4.3 **PAN** No must be furnished along with tender. The validity of offers submitted by Contractors should be valid for ordering up to 180 days from the date of opening of tender, to remain firm during the contract period if awarded. Contractor should have submitted valid income tax return for last assessment year.
- 4.4 The contractor should submit proof of registration in the name of his firm for PF,ESI, Service Tax Registration No(these are mandatory)
- 4.5 Participating Contractor must have minimum total three (03) Tractors along with trolley or trucks or in combination registered in his name or in partner’s name or in the name of his firm. Tractor (agricultural category shall not be valid) or truck or combination must be registered under commercial categories. Copies of valid registration and insurance certificates to be enclosed with Tender documents.
- 4.6 Since costly and valuable material to be used in shops is needed to be shifted, contractor should have previous experience of handling of such materials and carrying out such work in the past. They also have to submit the proof of such work experience. In absence of same offer of tenderer will not be considered and is liable to rejected. Experience of handling of waste/Scrap material will not be considered as a valid experience.

Tender for Shifting & Transportation of material
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Terms & Conditions of Shifting & Transportation of materials from CPS to various shosp, T.No.FF/15-16/16-17/CSX/RV/WC/01

1. The Contractor should give the confirmation of the acceptance of each clause mentioned in the tender document, by signing each page of tender. Tender will be rejected in case of non acceptance of any clause by the tenderer.
2. Cranes Tools & Tackles shall be provided by CFFP/BHEL, if required for loading/unloading of heavy Packages in to Tractor- Trolley/ Truck.
3. Any injury to the staff/labour of the contractor caused due to work being done by the contractor will be the *sole responsibility of the contractor*.
4. The contractor shall give the payment to labourer at the rate **notified** for **skilled & unskilled** by BHEL (not state Govt. notified rates) from time to time every month. They shall deposit PF and ESI in the name of labourer as per BHEL rule in the name of labourer engaged on monthly basis.
5. The contractor will have to pay to the labourers engaged by him at **minimum wage decided by BHEL HR from time to time(not State Govt. declared rates)** as applicable for Skilled and un Skilled Labourer.
6. **Minimum 09 labourers** are to be deployed in this contract (minimum 5 nos. unskilled worker and 04 no. Skilled worker @ 25 days per month on daily basis. **(in both 'A & B' shift as per requirement.)** In case of failure, BHEL reserves the right to cancel the contract without any financial liability. Decision of Head (Stores) shall be final and binding in this regard. BHEL also reserves the right to short close the contract giving 30 days notice without any financial implication on either side
7. Participating Contractor must have minimum total three (03) Tractors along with trolley or trucks or in combination registered in his name or in partner's name or in the name of his firm. Tractor (agricultural category shall not be valid) or truck or combination must be registered under commercial categories. Copies of valid registration and insurance certificates to be enclosed with Tender documents. These shall be deployed on daily basis. In the case of any subsequent change in registration details (like purchase of new tractor or truck, disposal of old tractor or truck etc) same shall be brought to the notice of BHEL immediately. Normally, 03 nos tractor along with trolley or truck or combination are to be deployed on daily basis. However, in case of eventuality, not less than 02 nos tractor or truck or combination shall be deployed on a particular day. This lower deployment should not exceed maximum 50 working days in a year. If it exceeds, non deployment charges/penalty of rs.500 per day per vehicle will be charged and levied for period exceeding 50 days. If deployment is less than 2nos tractor-trolley or truck or combination on any particular day, the above penalty clause will be applicable without any grace period of 50 days.
8. Payment of wages to the labours through bank latest by 7th of next month. PF & ESI deposit statement is to be got verified by **BHEL officers** before actual deposit. Copy of PF and ESI deposit slip/challan to be submitted to BHEL by 7th of next month for record. Contractor's bills will be verified and forwarded for payment only after that. Before submission of bills every month proof of having deposited Service Tax last month will have to be submitted.
9. All payment regarding Bonus, leave etc as per various acts at **BHEL's notified rates are to be made in presence of BHEL officers**
10. In case any material is damaged during loading, unloading due to mishandling etc. its value will be recovered from contractor bills/ security deposit.
11. BHEL shall have the privities of the contract with contractor only and will give instructions to the contractor or his authorised representative. BHEL has nothing to do or concerned with the employment of workmen working for the contractor. The relationship between BHEL and the contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer – employee relationship.
12. The Contractor shall maintain regular contact with the contract executing officers of BHEL and will interact on matters relating to the work awarded under this contract, and deploy adequate equipment and man power as per their instructions.

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13. In case the Contractor does not carry out the Contractual/Statutory obligations or the services rendered by him are found to be unsatisfactory/deficient BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency/anomaly within three working days time failing which, BHEL reserves the right to terminate the contract without any further reference. In such an event, no damages will be payable for short closure of the contract. The BHEL shall have the right for risk purchase clause.
14. The Contractor shall deposit an amount of as per clause 3.2, 3.3 as security deposit to BHEL in the form of pay order/DD (subject to minimum 50% of total security deposit) to be issued by Bank acceptable to BHEL. EMD deposited can be converted/adjusted in to security deposit. Balance security deposit can be recovered @ 10% from the running bills. However, in such cases at least 50% of the total Security Deposit should be deposited before start of the work and balance 50% recovered from the running bills. This Security deposit shall be liable to be returned to the contractor after termination of the contract or at the end of it subject to payment of final Bill after deduction on account of company dues and non-deposit of statutory dues, production of No Demand Certificate and fulfillment of Guarantee/Warranty, if any. (No interest shall be payable on the security deposit.)
15. The decision of BHEL regarding interpretation of any of the terms and conditions set forth in this agreement shall be final and binding on the Contractor.
16. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 30 days to the contractor without any financial implication either side.
17. The contract will commence on **19.08.15 or date of placement of work order whichever is later** and will remain valid for a period of **two year(s)**. The parties reserve the right to extend the contract on mutually agreed terms and conditions
18. 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 the provisions of 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 CFFP/BHEL. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Haridwar (U.K.) in India. The Award to be given by the Arbitration shall be a speaking award. The questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Haridwar Courts.
19. Contractor shall ensure that **adequate no. of workmen** are deployed for execution of the Work awarded to him from time to time ensuring **uninterrupted working in both 'A & B' shift as per requirement. They may have to work on Sundays or holidays as well if required. However minimum 09 no s of work men should be deployed on daily basis.**
20. Contractor and or his **authorised supervisor** should be **available at all time to supervise** the work allotted to him.
21. Contractor to ensure that the workmen deployed in the premises of BHEL are physically and mentally fit and Contractor should ensure that all the workmen are having Police verification and are member of the PF / ESI scheme. Such workmen should possess requisite skill & experience for carrying out work as defined in scope of work of contract
22. Contractor to maintain appropriate records under labour laws of his workmen.
23. Contractor to provide employment card/ identity card with photograph duly verified and attested by the Contractor to his workmen.
24. In case of any misconduct/misbehavior by any workmen, the contractor will replace such workmen immediately.
25. Under no circumstances the contractor will sub-contract the job.
26. Contractor will be liable for any pilferage/ loss to BHEL due to acts of omission and commission by his workmen or any damage of material during shifting.
27. Contractor should ensure proper safety of all workmen his equipments, material and plants belonging to him or to BHEL. The Contractor shall be responsible for enforcing all safety rules and regulations as applicable at the work place and as notified from time to time.
28. **The Contractor shall provide and ensure that all his workmen wear the required personnel protective equipment while working on the jobs. The contractor shall ensure to provide all safety precautions for prevention of accident of his workmen.**

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29. In case of any accident it will be the sole responsibility of the contractor to provide necessary medical aid to his injured workmen and liaison with the concerned authority's i.e. ESI etc.
30. Up keeping and maintenance of all tools & tackles issued to contractor will be the responsibility of the contractor. Any loss or damage of the same will be recovered from the contractor.
31. In the event of termination of contract for any reason whatsoever, the Contractor shall withdraw all his workmen from the premises of BHEL. In case contractor decides to terminate services of his workmen, he should settle all terminal dues including retrenchment compensation and shall indemnify BHEL against all such claims.
32. All statutory requirements under Minimum Wages Act, 1948, Payment of wages Act, 1936, Workmen Compensation Act.1923, EPF & MP Act, 1952, Payment of Gratuity Act 1972, ESI Act, 1948, The 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. **Minimum wages rate as defined by BHEL/ HR department from time to time for skilled & unskilled labourer working in BHEL shall be applicable and not state government defined rates**
33. Contractor shall comply with all statutory requirements, rules & regulations, and notifications in relation to employment of his workmen issued from time by the concerned authorities.
34. Contractor shall ensure payment of BHEL prescribed minimum wages as applicable before expiry of seventh day from the last day of wages period in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records shall be preserved for a period of 5 years and should be made available for any verification by the statutory authorities/ BHEL authorities. Contractor to issue wages slips to his workmen.
35. Contractor to provide PF Pass book to his workmen and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the RPFC.
36. Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No./card of each workmen.
37. Contractor shall produce proof of deduction as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records.
38. Contractor shall furnish proper returns to the concerned statutory authorities and shall provide a copy of the same to BHEL.
39. Contractor shall be solely responsible for non-payment/delayed payment of Wages/DA, contributions under EPF & MP Act, ESI Act etc.
40. Contract Labourer shall be paid wages as **prescribed by the BHEL HR**. from time to time (**not state Govt. declared rates**). For information, current basic minimum wage rate are Unskilled Worker: Rs. 404.31/- Per Day. Skilled worker: Rs.494.96/- per Day
41. This Payment is to attract statutory payment/ PF, ESIC, BONUS & Leave etc.
42. Payment to Contract Labour by Cheque/e-payment/Cash by the respective contractor
43. A worker will not work **continuously more than 25 working days (Maximum 240 days in year)**.
44. The implementation of PF (through booklets), Bonus & leave elements timely submission of return and up keeping of records in various form 12,14,16 & 17 will be part of tender document.
45. In case the contractor fails to make payment of wages to his workmen or remittance of contribution to the concerned authorities, by the due date the security deposit/other dues/running bills under the contract shall be utilized by BHEL to discharge the liability of the contractor.
46. Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statues or any civil or criminal law in connection with workmen deployed by him.
47. The liability for any compensation on account of injury sustained by any workman of the contractor will be exclusively that of the contractor.
48. Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his workmen.

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49. In case a contractor employs Women he will discharge his obligation under law in respect of such women workers like prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leaves as per rules etc.
50. Contractor to obtain license under CL(R&S) Act,1970.
51. Contractor shall not employ a worker less than 18 years of age on the premises of BHEL or otherwise in execution of his work.
52. Completion of work shall be strictly as per time limit specified in the contract. Failure to complete the work within the scheduled time, the contractor will be liable to penalty of ½% (half percent) of the value of works in arrears (i.e. value of work as per contract) per week or part there of subject to maximum of 10% or at the discretion of Contracting Department Head/Executing officer.
53. In case the contractor makes delays in submitting security deposit and commencing the work within **15 days from placement of work order EMD will be forfeited.** In case the contractor fails to Comply with any of the terms and conditions of the contract inspite of reasonable notice in writing or in case he neglects or refuses to execute the contract or any part thereof at any stage, the contract shall, without prejudice to any other rights or remedies available to BHEL, be liable to be cancelled / terminated in part or as a whole security deposit will be forfeited. In the event of cancellation / termination, the contractor shall be liable to compensate BHEL for all losses incurred by BHEL, including the loss suffered on account of having the work executed through any other contractor or department as may be Convenient to BHEL in accordance with the exigencies of the work. In case only a Part of the contract is cancelled the remaining portion of contract may be allowed to be executed by the contractor.
54. Completion of work shall be strictly as per time limit specified in the contract. Failure to complete the work within the scheduled time, the contractor will be liable to penalty of ½% (half percent) of the value of works in arrears (i.e. value of work as per contract) per week or part there of subject to maximum of 10% of the contract value.

Signature
For and on behalf of firm/Contract

Signature
For and on behalf of BHEL
Hardwar

Name of the firm/
Contractor

Name:

Designation

Bill of quantity for a period of 2 years
ANNEXURE -A

Name of the work: Shifting & Transportation of materials.
Tender No. FF/15-16/16-17/CSX/RV/WC/01 Dt.02.06.15

Sl. No	Description of work	Qty 'A'	Rate to be quoted by contractor 'B'	Value(Rs.) 'A * B'
01	<u>TRANSPORTATION OF MATERIAL FROM CENTRAL PLANT STORES TO VARIOUS SHOP BY REGISTERED & TAX PAID TRACTOR TROLLEY OF CONTRACTOR'S</u> Loading & Transportation unloading & Stacking of various material from CPS to various shops like- SMS,S.FDY.L.FDY, F.Shop	21000 MT		
02	<u>HOT TRANSFER BY BHEL TRACTOR TROLLEY/TRUCK</u> Shifting of Hot Ingot from SMS to F/Shop and Shifting of Forgings from Heavy F/Shop to Medium F/Shop & Vice versa	34000 MT		
03	<u>BY CONTRACTOR TRACTORS/TRUCK</u> Shifting of Forgings from medium F/Shop to M/c.Shop & Vice versa with Contractors Tractors. (Wagon will be provided by BHEL)	15000 MT		
	<u>TOTAL</u>			
	<u>Minimun deployment: 9 Labourer.(5 nos. unskilled, 4 nos. skilled)</u>			

