

	<p style="text-align: center;">भारत हेवी इलेक्ट्रिकल्स लिमिटेड भारी बिजली उपकरणसंयंत्र, रामचन्द्रापुरम, हैदराबाद-502 032</p>
<p style="text-align: center;">BHARAT HEAVY ELECTRICALS LIMITED Heavy Power Equipment Plant, Ramachandrapuram, Hyderabad – 502 032 (Logistics)</p>	
Phone :040-23184941	E-mail : rishidubey@bhelhyd.co.in

Ref: Logistics/HT/2014

Date: 08-09-2014

**Sub: Empanelment of Logistics Companies/transporters for Transportation of Heavy ODCs
(Group-C - 35-99 MT) by Hydraulic Trailers - Reg.**

1. BHEL-Hyderabad, a **Maharatna PSU**, is looking for financially sound, experienced and renowned companies/logistics service providers/ freight services providers/ transporters having requisite resources/ inventory, experience and technical manpower who can be engaged for providing the total logistics solutions i.e. safe and secure transportation of heavy ODC's (weighing 35-99 MT - ≥ 35 MT & ≤ 99 MT) through road including undertaking of feasibility study/route survey, civil works, if any.
2. Pre-qualification requirements (PQR) for the above said work is enclosed in **Annexure-A**. Only those bidders who meet our pre-qualifying requirements (PQR) will be considered for Techno-Commercial Memorandum of Understanding (TC-MOU). Tender documents are to be downloaded from our website www.bhel.com. Cost of the tender document is Rs.2000/-(non-refundable) and one time EMD is Rs.2,00,000/-and the same shall be paid through DD's in favour of "Bharat Heavy Electricals Limited" and payable at Hyderabad along with the bid. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on www.bhel.com only. Bidders should regularly visit above website to keep themselves updated.
3. BHEL will enter into MOU with all the qualified bidders. The main purpose of this "MEMORANDUM OF UNDERSTANDING" is to reduce the cycle time involved in the tendering period and to freeze the technical and commercial terms (Annexure-C). Once BHEL freezes the technical and commercial terms, enquiries will be forwarded to you indicating the MOU reference number & date. You will be required to submit only the price bid and the offers will be evaluated accordingly. Offers received without confirmation of MOU or deviations to MOU will be liable to be rejected.

Thanking you,

Yours faithfully,

(Rishi Dubey)
Engineer/Logistics

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SL	ISSUE	DESCRIPTION
1.0	Job Description	Empanelment of Logistics Companies/transporters for Transportation of Heavy ODCs (35-99 MT) by Hydraulic Trailers
2.0	Tender No	Logistics/HT/2014 dated 08.09.2014
3.0	Details Of Tender Document	
3.1	Annexure-A	Pre-Qualifying Criteria
3.2	Annexure-B	Documents to be submitted
3.3	Annexure-C	Techno-Commercial Terms & Conditions
4.0	Type of Bid	Single Part – only Techno-Commercial
5.0	Due Date Of bid Submission	27.09.2014 (11-00 HRS) Techno-commercial bids will be opened at 14.00 hrs. on due date for which bidder may depute his representative.
6.0	EMD Amount	Rs 2,00,000/- (Two lakhs only). EMD will be refunded for unsuccessful bidders.
7.0	Cost of tender Document	Rs 2,000/- (Two thousand only).
8.0	Last Date Of Seeking Clarifications	22.09.2014. Through e-mail to rishidubey@bhelhyd.co.in
9.0	Empanelment	All bidders who will be able to meet PQR as per Annexure-A & submit all the supporting documents as per Annexure-B will be empanelled.
10.0	Period of Empanelment	1 Year from the date of empanelment.

Category of Consignments:

1. **Group C:** The consignments weighing (Net Weight) in the range of 35 MT to 99 MT are included in Group-C.

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ANNEXURE – A
Pre-Qualification Requirements

PQR for Group-C

1. Scope of Work:

Logistics of heavy ODCs (≥ 35 MT to ≤ 99 MT) from BHEL Hyderabad/Sister units and/or port of origin to various sites/manufacturing units through Road

2. FLEET OWNERSHIP:

The bidders should own **40 Hydraulic Axles** and **4 Prime Movers** (Pullers) – of which at least one of Prime Mover should be greater than or equal to 400 HP and all confirming to the relevant provisions of MV Act. Ownership should be in the name of

i) Company wherein the bidder is a Company Registered under Indian Companies Act, 1956. In case the ownership is still in the name of directors/partners and yet to be transferred in the name of the company, a board resolution stating that Director/Partner has relinquished the rights in favour of company.

ii) Partners/Proprietors wherein the bidder is a Partnership firms/Proprietary concerns.

3. IBA RECOMMENDATION :

All the bidders should have an **IBA** recommendation valid on the date of opening of tender and shall also ensure that the same is valid throughout the currency of the contract.

4. Bidder should have valid

- a) PAN and
- b) PF Registration Number
- c) Service Tax Registration Number

5. ANNUAL TURNOVER:

Bidder should have average financial turnover of minimum Rs. 6 Crores per annum for last three financial years ending 31.03.13.

6. EXPERIENCE:

The bidder should have experience of transporting at least 5 consignments of 60 MT & above by Hydraulic Trailers from April 2011 to March 2014.

7. BANKER'S CERTIFICATE:

Banker's certificate as per **Format-VII** should be submitted.

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Annexure-B**DOCUMENTS TO BE ENCLOSED TO “TECHNO-COMMERCIAL BID”**

1. Checklist as per Format-II

2. Applicable self-attested copy

S.No.	Type of Organisation	Documents to be enclosed
A	Proprietary	Trade License
B	Partnership	Partnership Deed, Trade License
C	Private Limited Company	Memorandum of Article
D	Public Limited Company	Certificate of Registration/ Memorandum of Article
E	Public Sector	Trade License

3. Power of Attorney: A self-attested copy of the Power of Attorney, in case an individual/authorized signatory other than the sole proprietor signs the tender shall be submitted along with the tenders. Authorized signatory shall be the person holding ‘power of attorney’ on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.

4. Self-attested copy of Organisation Structure

5. FLEET OWNERSHIP :

5.1) Hydraulic Axles: The following documents are to be submitted:

- a. Self-Attested list of all Hydraulic Axles owned as per Format-III
- b. **Self-attested Photostat copies of R.C. Books** for minimum of 40 Hydraulic Axles
- c. Self-Attested Corresponding Gazette Notification of each Hydraulic Axles for which Photostat of RC Books are submitted

5.2) Prime Movers/Puller: The following documents are to be submitted:

- a. Self-Attested list of all Prime Movers/Pullers owned as per Format-IV
- b. **Self-Attested Photostat copies of R.C. Books** for minimum of 4 Prime Movers/Pullers of which at least one of them should be greater than or equal to 400 HP

6. Self-Attested copy of IBA (India Bank’s Association) Recommendation letter

7. Self-Attested Photostat copy of PAN Card

8. Self-Attested copy of PF Registration

9. Self-Attested copy of Service Tax Registration

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10. Annual reports / Accounts for financial years 2010-'11, 2011-'12 and 2012-'13 duly audited / certified by a Practitioner/Chartered Accountant registered with Institute of Chartered Accountants of India. In case of bidder, other than limited company, the annual account so submitted should be the same as submitted to Income Tax Authorities. The bidder shall mention the clear postal address of the Income Tax Authority where the I.T. returns are submitted.

11. Submitted IT returns for the assessment year 2011-'12, 2012-'13 and 2013-'14.

12. Experience:

12.1) Self-Attested list of 5 ODCs transported by the Bidder as per Format-V

12.2) Any of the following documents may be submitted as proof of transporting 5 ODCs:

- a. Work completion Certificate issued by Customer with Notarized copy of LR. Material receipt certification on LR should be visible. LR should be in the name of Bidder.
- b. Work Order copy from the customer with Notarized copy of LR. Material receipt certification on LR should be visible. LR should be in the name of the bidder.
- c. E-mail verification from the Customer with Notarized copy of LR. Material receipt certification on LR should be visible. Bidder should send the contact details of the customer as per Format-IV and e-mail should be institution based e.g. xyz@bhelhyd.co.in. Personal email-ids viz Gmail, yahoo will not be acceptable.

13. Banker's Certificate as Per Format-VII

14. AFFIDAVIT-CUM-UNDERTAKING as per Format-VIII in original

15. The bidders who are already empanelled with BHEL for transportation ODCs (100-199 MT) are required to submit only documents pertaining to Clause 1, 2, 3, 4, 8 & 14.

16. BHEL reserves the right to check any of the above documents in original.

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Annexure-C

General Conditions of Contract

1. Earnest Money Deposit (EMD):

1.1 An amount of **Rs. 2,00,000/- (Rupees Two lakhs only)** shall be paid towards **one time EMD** by DD from any Scheduled Banks / Public Financial Institutions as defined in the Companies Act, drawn in favour of “BHARAT HEAVY ELECTRICALS LIMITED”, payable at ‘HYDERABAD’. The quotations received without EMD will be rejected. The EMD in respect of technically disqualified bidders shall be refunded normally within fifteen days of finalization of tender. **The EMD of all technically qualified bidders will be retained for the entire contract period as a onetime deposit for future tenders, if any.** No interest on EMD amount shall be paid by BHEL.

1.2 The bidders who have already working with Logistics Department and have submitted One Time EMD need not submit the EMD again. However, for exemption letter/e-mail from the department has to be obtained and the same shall be submitted in place of EMD and Extension letter shall be submitted as per Format-IX.

2. EMD by the bidder will be forfeited if after opening the tender, the bidder revokes his tender within the validity period or increases his earlier quoted rates.

3. The successful bidder shall pay Security Deposit (SD). The rate of Security Deposit shall be as follows:

Contract Value	Security Deposit
Up to Rs. 10 lakhs:	10% of the amount
Above Rs. 10 lakhs upto 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 exceeding Rs. 50 lakhs.

The Contractor shall pay the Security Deposit within two weeks after award of contract.

4. Security Deposit may be furnished in any one of the following forms:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.
(Certificates shall 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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- v) Bank Guarantee from Nationalized Banks or Public Financial Institutions in consortium with BHEL subject to a maximum of 50% of the total security deposit value. The balance 50% shall be remitted either by cash or in the other form of security. The Bank Guarantee format shall have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR shall be in the name of the contractor and A/C BHEL, duly discharged on the back.
- vii) Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit shall be paid before start of the work and the balance 50% shall be recovered from the running bills.
- viii) EMD of the successful bidder can be converted and adjusted against the security deposit.
- ix) The security deposit shall not carry any interest.
- x) The security deposit shall be refunded after successful completion of the contract as per agreement and subject to deduction of any amount due to BHEL

NOTE: Acceptance of Security Deposit against S. No. (iv) and (vi) shall be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL shall not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connection therewith.

- i. Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
5. The contractor shall enter into an agreement prior to taking up the job or within a week of LOI on Non-Judicial Stamp Paper worth Rs. 100.00 at his cost.
 6. **EVALUATION:** Enquiries will be sent to only empanelled bidders for submission of price bids. BHEL will reserve the right to conduct Reverse Auction. Offers will be evaluated on lowest cost to BHEL basis. The L1 bidder will have to solely execute the job/jobs during the contract period.
 7. **PRICE BIDS:** The rates quoted in price bids shall be firm and valid for the contract period and no revision shall be considered for any reason. The rates quoted shall be inclusive of all taxes (except service tax), surcharge, hamali enroute, statistical charges, any readjustment, lashing, etc. Octroi Charges (if any) shall be paid by BHEL on actual, subject to submission of documentary evidence. The rates shall also include the cost of Electrical Works, Civil Works including providing diversions, bye passes, strengthening of the bridges, culverts, crossing of electrical lines, Railway Crossings and also electrical shut down both on the road and at Railway Crossings, etc., wherever required en route and obtaining permissions for the same from the appropriate authorities. No extra claim what-so-ever on any account over and above the accepted rates shall be entertained during the currency of the contract.
 8. **Validity of Price Bids:** The rates quoted shall be valid for a period of six months from the date of opening the Price Bid for placement of the order and twelve months for execution of the contract from the date of award of contract. BHEL reserves the right to extend the period of the contract for further period of 3 months on the same rates, terms and conditions by giving notice of one month before expiry of this contract.

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9. **Delivery Time:** Timely delivery is the essence of the contract. **Delivery time shall be indicated by the bidders in the price bid format.** Bidders are advised to conduct individual route surveys and make their own assessment for quoting the delivery time.

Delivery time shall be calculated as time taken from the date of exit of Hydraulic Trailer from BHEL Hyderabad to date of entry of Hydraulic Trailer at project site. Bidders are requested to include time taken for all required clearances / permits from all Governmental / Non – Governmental authorities Viz. RTA, NHAI / PWD / CPWD, Sales Tax Department, Commercial Tax, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department etc, including Private Parties / persons. Detention on account of power shutdown at railway crossings should also be considered. Final delivery time will then be decided by BHEL accordingly. However, delivery time indicated by the bidders will not be considered for evaluation.

The date of dispatch shall be reckoned as the date of CISF out Gate pass. However, in case the Online Road Permit/Excise Invoice are handed over at a later date, the date of dispatch will then be reckoned as the printing date of Online Road Permit/Excise Invoice (whichever is later). The date of handing over the Manual Road Permit shall be certified by an Executive of Contract Management/Commercial.

The delivery time shall be considered excluding date of despatch and date of delivery. In case the due date of delivery falls on **Sunday/Public holiday/holiday at site**, next working day will be treated as due date of delivery.

10. **Weight Measurement:** The weight shall be taken as per actual weighbridge/Weigh-In-Motion record of BHEL/consignor for consignments. In cases where either weighbridge records are not available or it is not feasible to weigh the consignments on the weighbridge, the weight as indicated in the drawing or packing list shall be reckoned.
11. **PAYMENT:** Freight charges shall normally be paid to the contractor by Electronic Fund Transfer (EFT) within 30 days from the date of presentation of the bill in triplicate duly supported by the acknowledgment of the consignee on the LR copy having delivered the consignment in good condition. The PAN Number shall be indicated on the freight bill. The following endorsement should be made on the freight bill, duly signed and affixing the seal :

“Certified that we have not availed cenvat credit of duty paid on inputs of capital goods and we have not availed the benefit of notification No. 12/2003 –ST dated 20.06.2003”

12. **DETENTION CHARGES:** Free time of 7 days shall be allowed for loading and 4 days for unloading on placement of the trailer. Trailer should be made available and be ready to pick up the consignment within 7 days from the time of intimation. **The detention charges of Rs. 16000 per day** (for both prime mover & axles) shall be paid to the contractor beyond the free period mentioned above during the execution of contract.

13. Change in Weights/Dimensions:

Weight & Length: Increase or decrease in weight or length leading to change in number of axles will be considered for addition/deduction of payment. Detailed calculation method of number of axles is shown in the Annexure D. Minimum number of axles to be placed is four. In case, the maximum load per axle is changed by Govt. Agencies, the payment will be released/deducted in

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line with change in number of axles. However, the successful bidder will also be allowed to decline the offer in case of change in number of axles.

Increase or decrease in weight leading to change in number of axles shall be released/deducted as follows:

If the number of axles increase from 4 to 6 or decrease from 6 to 4:	15.0% OF BASIC FREIGHT
If the number of axles increase from 6 to 8 or decrease from 8 to 6:	12.0% OF BASIC FREIGHT
If the number of axles increase from 8 to 10 or decrease from 10 to 8:	10.0% OF BASIC FREIGHT
If the number of axles increase from 10 to 12 or decrease from 12 to 10:	8.0% OF BASIC FREIGHT

If there is increase/decrease in number of axles is more than two, 20% of basic freight shall be released/deducted. In case the number of axles is odd, the prior approval from Logistics Department shall be taken by the bidder. Also, placement of odd number of axles (within Govt. Limits) with prior permission from Logistics Department shall not carry any deductions.

WIDTH& Height: Beyond 10% increase/decrease in Width/Height after the limit (Width = 3.0 Meters, Height = 3.0 Meters), payment shall be released/deducted as follows:

WIDTH	FOR EVERY 0.25 Mts. OR PART THEREOFF 3.0% OF BASIC FREIGHT
HEIGHT	FOR EVERY 0.25 Mts. OR PART THEREOFF 4.0% OF BASIC FREIGHT

Weights mentioned in the OBD's (Packing List) & dimensions based on actuals (certified by Head of Packing Section) shall be reckoned for processing of freight bills.

In any case proportionate charges shall not exceed 20% of basic freight.

14. PENALTY: If the equipment is not delivered within the time, the late delivery penalty shall be levied at the rate of 1.0% per week or part thereof subject to a maximum of 10% of the freight charges subject to force majeure conditions in Clause 15. **Delivery extension owing to force majeure conditions will be considered on case to case basis and extension of delivery time shall be at discretion of BHEL.** Mechanical failure is not considered as force majeure.

15. FORCE MAJEURE: The following shall amount to force majeure conditions:

15.1) Acts of Nature, Acts of any Government, war, blockades, Sabotage, riots, civil Commotions, insurrection, terrorist acts, acts of Public enemy, Floods, Storms, high tides/ gusty winds, Washouts, Fire, Explosions, landslides, lightning, Cyclones, Earthquakes, epidemics, quarantine restrictions, arrest and restraints of the Government necessity for compliance with any court order, law ordinance or regulations promulgated by any Governmental authority having jurisdiction, either federal / state/ civil or military, strikes or other industrial disturbances, lockouts, and other similar causes / events over which the Contractor has no control.

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15.2) If the Contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time, provided notice of the happening of any such cause / event is given by the contractor to BHEL within 4 days from the date of occurrence thereof.

15.3) The Contractor by the reason of such events shall neither be entitled to terminate this contract nor shall have any claim for damages against BHEL in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of BHEL as to whether the deliveries have been so resumed or not shall be final and conclusive.

15.4) Force Majeure conditions will apply on both sides. Force majeure conditions should be substantiated with supporting documents (preferably from Government Authorities/Government approved Authorities)

16. PERMITS: Contractor shall obtain all required clearances / permits from all Governmental / non – Governmental authorities e.g.: NHAI / PWD / CPWD, Sales Tax Department, RTA, Commercial Tax, State Electricity Boards, Railways, Communication Department, P&T, Traffic, Police Department etc., including Private Parties / persons for transportation of ODC through inland road transport route identified by the contractor. It will be responsibility of Transport Contractor to obtain all required clearances & permits from concerned authority. It is the responsibility of the agency to obtain all fitness certificates for the vehicles at his cost valid for the entire transaction.

17. Loading & Unloading: Loading at BHEL RC Puram Works shall be done by BHEL and unloading at site shall be done by BHEL/Customer. However, before loading and unloading at any other places due to any reason, successful bidder/contractor has to intimate BHEL and has to take approval of BHEL. Also, loading and unloading at any other places due to any reason, will be the responsibility of the contractors only and no claim on this account will be entertained by BHEL. The length of the consignment shall not exceed the platform length of the axle combination deployed to suit weight considerations.

18. ROUTE SURVEY: The contractor shall conduct a detailed route survey identifying all obstacles including roads, bridges, etc. requiring strengthening, modification, and construction of bypasses/approach roads etc. for safe transportation on the ODC consignments and submit a detailed route survey report containing all important stations and relevant information regarding the obstructions enroute Viz. river bridges and rail over bridges along with details of their span lengths and ratings, tunnels , sharp U-turns etc.

It is the responsibility of the contractor to have made a prior survey of the route through which the subject consignment has to be transported and ensure the technical feasibility of the consignment to be safely carried in that route by conducting route survey where ever necessary including documentation formalities.

The contractor shall obtain prior permission from the statutory authorities concerned for transporting the consignment enroute. All the expenses for obtaining permission till delivery of the consignment to the Consignee location will be to the account of contractor. The contractor shall take care of all formalities/clearances from various authorities like Railways, Post & Telegraph, Electricity boards, Municipalities, Panchayats, Public Works Dept., Highways, Forest, Irrigation, Police, and Regional Transport Offices etc. for speedy transportation.

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The contractor shall clear while transporting any obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. Further any damage to Private / Public Property arising in the course of transportation by the contractor's vehicle / consignment, the contractor alone shall be liable for its indemnification and BHEL will not be liable for the same.

19. GPS BASED VEHICLE TRACKING SYSTEM: The bidder shall provide an experienced supervisor among his staff as an escort with a mobile phone, who shall inform the day to day progress of movement of vehicle, to BHEL. The Prime Mover shall be equipped by a GPS based vehicle monitoring system and configured to be accessible to BHEL for monitoring the movement of vehicle as required. Alternately, BHEL also reserves the right to install an in-house web-based Vehicle Tracking Unit based on GPS for real-time tracking of consignment. The transporter shall be held responsible to return such VTS unit with freight bill to Logistics Department, failing which cost of VTS unit will be recovered from the contractor.

20. MOBILIZATION CHARGES: BHEL reserves the right to reject the trailer, the driver and crew of the trailer, if not found fit to BHEL's satisfaction. In case the trailer has to be withdrawn i.e. without load after taking inside the BHEL works, due to reasons not attributing to the Contractor, only 2% of freight shall be paid towards mobilization charges.

21. ENROUTE DOCUMENTS AND EXPENSES:

21.1) While accepting the consignments for transportation, the Contractor should ensure that all necessary documents are collected; permission from agency concerned shall be obtained at appropriate time for transportation of the consignment, so that the consignments are not detained en route for want of these documents. The

- i. Despatch Advice Note/Challan,
- ii. Excise Invoice (Pink/ Duplicate) indicating PO reference,
- iii. Driver /Lorry/Destination Copy of LR along with 'freight bill copy',
- iv. Consignee Copy of LR for door delivery,
- v. Road Permit/Waybills etc. wherever applicable,
- vi. SMIV/PMIV/Excise Gate Pass, wherever applicable
- vii. Any other required documents

The transporter shall be responsible for delivering the connected documents particularly original excise gate pass/invoice, counter-foil of Road Permit etc. to the consignee and obtaining acknowledgement of the same.

21.2) Any expenses incurred and detention on this account will be the risk and cost of the Contractors.

21.3) If a consignment is detained en route by the check-post authorities due to insufficient documentation or for any other reason and penalty, such as advance tax, compound tax etc. are imposed, such payment will have to be borne by the Contractors and consignment got released and delivered in time.

21.4) The Contractor should also collect at the time of booking, all the documents required such as loading advise slip, Road Permit (Manual/Online), Excise Invoice/Not for Sale Certificate, forwarding notes/challans with descriptions of materials and value etc., for payment of Octroi charges and ensure safe transportation and easy identification at the time of delivery,

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otherwise any loss on account of this will be recovered from the contractor. In case such excise invoice/Not for Sale Certificate is not obtained from the consignor along with the consignment, an endorsement "excise invoice or road permit or necessary letter or documents not received" should be made in the lorry way bill. In case of doubt as to the freight to be claimed etc. it must be brought to the notice of the officials concerned before the vehicle moves out.

22. SAFETY & INSURANCE: The contractor is responsible for safe delivery of the consignment at the destination. Though BHEL / CUSTOMER shall arrange insurance of the consignment, the contractor will be responsible for any damages as per Sec. 8 of Contractors Act, 1865. Contractor shall ensure the insurance coverage. But, that will not in any way absolve the contractor from compensating BHEL /CUSTOMER in case of damage / loss and also the contractor shall be responsible for any mishap, accident enroute and consequences thereof including legal complications, if any.

The Contract as entered into between BHEL and the contractor shall in no way, nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the Carriers Act. 1865 (as amended up to date).

In case of accident the transporter or his authorized representative shall arrange to submit the following-

- i) A copy of FIR lodged in police station of area concerned.
- ii) Inform the BHEL's underwriter and concerned BHEL official about the accident for further follow up. Transshipment in such case shall be allowed after completing all necessary formalities by concerned BHEL officials.

All accidents at any point shall be reported immediately to BHEL 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.

Further, any accident that occurs while the consignment which is booked in transit shall also be brought to the notice BHEL. 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 officials shall be informed in writing through Mail, Fax or Letter and shall intimate within 24 hours of incident or accident or loss or damage to enable the contractors responsible to lodge and settle the claims with Underwriters. In case, the transporters fail to send communication in respect of accident or damage or loss or act on the above lines and insurance claim is not made or compensation obtained by the authorized agency, the recovery will be effected for the value of damage or loss – total or partial of the subject consignment and all loss shall be recovered from the contractor.

23. Safety of Contractor's workmen: The Contractor shall have to indemnify the Company against all claims for the injury or damage to any person or property caused by his negligence or negligence of his employees whilst on BHEL premises or anywhere enroute.

All persons employed by the Contractor shall be engaged by him as own employees in all respects, and the Contractor shall carry out, perform and observe the provisions of all Labour Laws /applicable Acts / Statutes, whichever are applicable, like Payment of Wages Act 1936, Workmen's Compensation Act or ESI Act, Contract Labour (Regulation and Abolition) Act 1970,

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Employees' Provident Fund Act (1952) etc, or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the Labourers employed by the Contractor and shall indemnify and keep the Employers indemnified against any liability that may be imposed upon the Employer by Law or by Government for non-observance by the Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Contractor's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, fine, levy, demands or compounding fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the Contractor / his representative.

The Contractor shall be bound to indemnify BHEL against all the claims whatsoever in respect of its personnel under any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Contractor or not.

- 24. Delivery & Acknowledgement:** The transporter shall be responsible to obtain acknowledgement of delivery of goods from the consignee with signature, name & seal of consignee's representative receiving the material duly specifying date and Registration No(s) of the vehicle.

The transporter will be bound under the contract to give shortages/ damage/open delivery/joint inspection certificate(s) wherever required for lodging our claim with the underwriters. In case they fail to comply with this, any loss, liability thus arising will rest with the transporter. In case of joint inspection memo (JIM), the transporter should intimate the BHEL representative authorised to sign the JIM, which should be properly stamped with the name of the person to avoid any dispute later. Manager of Transport Company shall duly attest the signature of the representative.

The transporter will be bound to accept letters/notice/claims from BHEL/Insurance Co. in accordance with the provision of the Insurance Act.

- 25.** Non-compliance of BHEL's terms and conditions on the part of transporter will result in his offer liable to be rejected. Offers of such transporters, who have underperformed in the earlier tenders are also liable to be rejected.

- 26. Placement of Hydraulic Trailers:** LOI (Letter of Intimation) will be communicated through e-mail. Date of placement will be intimated in the LOI. The Hydraulic Trailer shall be placed as per following schedule:

Scenario	Intimated Date of Placement	Actual Placement of Hydraulic Trailer
A	Immediate	Within 7 days of LOI
B	Within 7 days of LOI	Within 7 days of LOI
C	After 7 days of LOI	On or before intimated placement date

- 27. Time extension:** Request for time extension shall be communicated within 3 days of LOI and BHEL will consider the time extension for case to case basis.

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28. Non-Placement of Hydraulic Trailers within time: If the hydraulic trailer is not placed as per schedule of placement Clause 26.0. The freight contract for the hydraulic trailer will be short closed and the transportation will be offered to L2-L10 bidders at the L1 rate. If any of the bidders accepts the freight contract at L1 rate, performance rating for the L1 bidder will be reduced by 100 points (without normalization-normalized score will be calculated with same consignment). If it fails, Risk Purchase Clause 29.0 will be applied.

29. Risk Purchase: All amounts including the losses / damages / penalties / compensation and extra charges of freight, resulting from non-compliance with the terms of contract, payable by the Contractor to Company under the terms of the contract shall be recovered from the outstanding payments to Contractor either under the contract or any other contracts or from Security Deposit or from both. In case this amount is insufficient for such recoveries, the Contractor shall make good the balance amount by actual payment. In addition, Company reserves the right to recover the same amounts through its sister concerns, from the payments due to Contractor in any of the units of Company in any part of India.

BHEL reserves the right, without any prejudice, to get the work done through alternate sources along with other incidental charges at the risk and cost of the contractor/Supplier. In case of execution of work through alternative sources, the extra cost incurred by the company will be recovered from the defaulting contractor and if price is lower, no benefit on this account will be passed on to Contractor.

30. It will not be binding on BHEL to release letter of indents for transportation of all consignments for which contracts have been awarded. This is due to reversal of decisions from assembled to dismantled conditions of certain consignments and decision for multi-modal transportation, based on site and customer requirements.

31. Disclosure of Information: The bidder shall necessarily disclose the following information as below:

31.1) Information regarding employee or direct relation of any employee of BHEL in any way connected as Partner/Shareholder/ Director/Advisor / Consultant/ Employee etc. with the bidder as per Format-I

31.2) Information regarding group concerns & affiliates etc, details of partners/proprietor/directors as per **Format VIII**

32. Rejection of Offers:

32.1) Canvassing in any form in connection with the Tender is strictly prohibited and such tenders are liable to be rejected. All information furnished by the bidder is taken to be authentic for evaluation of tender. Should any information found to be incorrect subsequently at any time, the tender shall be rejected and EMD shall be forfeited.

32.2) BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,

i) BHEL discovers at any time that any statement made by the bidder in the Affidavit-cum-undertaking (as per Format-IX) is false, fraudulent; or

SIGNATURE & SEAL OF THE BIDDER

- ii) any document submitted by the bidder was fake or forged; or
- iii) BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

33. Penalty for Malpractices/Irregularities/Tampering with LR's, bills etc.

- 33.1)** During the processing of the bills or at any time, if BHEL finds that transporter has breached the terms and conditions of the contract, tampered the LR's, Bills, permission letters, any malpractices, irregularities etc., then BHEL will forfeit all such bills/claims claimed by the transporter to the extent of that consignment by way of penalty. Appropriate disciplinary action would be taken against the contractor as per the extant rules of the company leading to hold/delisting/banning of the bidder.
- 33.2)** Apart from the above, in case of delay in delivery of the consignment as per the terms and conditions of the contract, BHEL will recover the penalty amount as per clause 14.0 for the delay in delivery of the consignments from any pending bill/security deposits of the transporter pending with BHEL or through appropriate legal recourse.
- 33.3)** In case of accident to the consignment during the en-route and insurance company doesn't pay the insurance amount due to above lapse and/or any other reasons attributable to the transporter. BHEL will recover the loss caused to BHEL from any pending bills/security deposits of the transporter pending with BHEL or through appropriate legal recourse. The transporter shall indemnify BHEL against any loss, damage, breakage, shortage and pilferage of any materials while in his custody.

34. Performance Rating: Performance of the Logistics Companies/transporters will be evaluated on following points:

S.No.	Criteria	Weightage
1	Documentation	10%
2	Safe Delivery without any Damage	40%
3	Delivery within time period	20%
4	Placement of vehicles within time period	15%
5	Daily Status Report & Other Communication with BHEL	15%

Further details on performance rating will be made available to empanelled Logistics Companies/Transporters. Also, weightage of above criteria may be changed with a prior notice of 15 days.

- 35.** All disputes between the Contractor and Company arising out of or relating to this contract shall, after written notice, by either party to the Contract to the other party, be referred to the sole arbitration of any Arbitrator to be appointed by the GENERAL MANAGER-INCHARGE/EXECUTIVE DIRECTOR, BHEL, RAMACHANDRAPURAM, HYDERABAD-32, from among the executives of BHEL, Ramachandrapuram, Hyderabad only. The decision of the Arbitrator shall be final and binding on both the parties. The arbitration proceeding shall be in accordance with the provisions of Arbitration & Conciliation Act 1996. The place of Arbitrations shall be at Hyderabad.
- 36.** It is only after exhausting the Arbitration clause 35.0 above further legal proceedings arising under or relating to this contract, the courts at Rangareddy Dist. and Sangareddy in Medak District in Andhra Pradesh only shall have the jurisdiction.

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Format –I
Tender Ref.: Logistics/HT/2014
Bidder Details (To be printed on letterhead)

Name of the Bidder:

ADDRESS:

Contact Person 1:

E-Mail:

Telephone Nos.: (Office1) (Office2)

Mobile:

Fax :

Contact Person 2:

E-Mail:

Telephone Nos.: (Office1) (Office2)

Mobile:

Fax :

Details of the Bidder	
Type of Company (Ltd./Pvt. Ltd./Partnership/Proprietorship):	
PAN Card Number:	
Service Tax Registration Number:	
PF Registration Number:	
IBA Code:	
IBA recommendation validity up to:	
No. of Hydraulic Axles owned:	
No. of Prime Movers/Puller Owned:	
Turnover of financial year 2010-11 (In Crores):	
Turnover of financial year 2011-12 (In Crores):	
Turnover of financial year 2012-13 (In Crores):	
No. of Employees (Total)	
Administrative	
Technical/Supervisory	
Drivers	
Skilled Workmen	
Unskilled Workmen	
IF RELATED TO ANY BHEL EMPLOYEE. (Clause 31.0) NAME: STAFF NO.: DESIGNATION: UNIT & DEPARTMENT: RELATIONSHIP:	

SIGNATURE & SEAL OF THE BIDDER

Format –II
Tender Ref.: Logistics/HT/2014
Checklist (To be printed on letterhead)

Sl.No	PARTICULARS FOR EVALUATION OF TECO-COML.BID	Please Tick (✓)	Page No.
1.	DD No. & date for Rs.2000/-towards cost of tender document		
2.	DD Number & date for Rs.2,00,000/- towards EMD or EMD exemption letter attached		
3.	Registered for Group-B (100-199 MT) with BHEL	Yes/No	
4.	Ownership proof as per Clause 2 of Annexure-B	Attached/Not Attached	
5.	Power of Attorney	Attached/Not Attached	
6.	Organization Structure	Attached/Not Attached	
7.	Format-I regarding bidder details	Attached/Not Attached	
8.	Format-III regarding axle ownership	Attached/Not Attached	
9.	Self-attested copy of RC of Hydraulic Axles	Attached/Not Attached	
10.	Gazette Notification of Hydraulic Axles	Attached/Not Attached	
11.	Format-IV regarding prime mover/puller ownership	Attached/Not Attached	
12.	Self-attested copy of RC of Prime-Movers/Pullers	Attached/Not Attached	
13.	Self-Attested copy of IBA	Attached/Not Attached	
14.	Self-Attested copy of PAN Card	Attached/Not Attached	
15.	Self-Attested copy of PF Registration	Attached/Not Attached	
16.	Self-Attested copy of service tax registration	Attached/Not Attached	
17.	SARAL / IT Returns for the Assessment years 2011-'12 , 2012-'13 AND 2013-'14	Attached/Not Attached	
18.	Audited annual reports or balance sheets for the financial years 2010-'11, 2011-'12 and 2012-'13	Attached/Not Attached	
19.	Format-V regarding experience	Attached/Not Attached	
20.	Proof of experience as per Clause 12.2 of Annexure-B	Attached/Not Attached	
21.	Format-VI regarding NEFT details (not to be submitted, if already registered with BHEL, Hyderabad)	Attached/Not Attached	
22.	Banker's certificate as per Format-VII	Attached/Not Attached	
23.	Affidavit-cum-Undertaking as per Format VIII	Attached/Not Attached	
24.	Duly Signed And Stamped Copy Of Full Tender Document	Attached/Not Attached	
25.	Any Other Detail The Bidder Desires To Furnish	Attached/Not Attached	

SIGNATURE & SEAL OF THE BIDDER

Axle Ownership (To be printed on letterhead)

[illegible]

SIGNATURE & SEAL OF THE BIDDER

Format –IV**Tender Ref.: Logistics/HT/2014****Prime Mover/Puller Ownership (To be printed on letterhead)****Name of the Bidder:**

S.no.	Registration no. (As per first page of RC)	Owner name (As per first page of RC)	Manufacturer		Chassis No.	Capacity (In HP)	Proof at Page No.	National Permit Validity Up to	Remarks
			Name	Year					
1									
2									
3									
4									
5									

SIGNATURE & SEAL OF THE BIDDER

Format –V
Tender Ref.: Logistics/HT/2014
Experience (To be printed on letterhead)

S. No .	LR No.	LR Date	Description of the Consignment	Weight of the Consignment	Delivery Date	Customer Name	From	To	Whether Notarized LR copy attached (Yes/No)	Whether Work Completion Certificate issued (If yes, name of Official with e-mail & phone number)
1										
2										
3										
4										
5										

SIGNATURE & SEAL OF THE BIDDER

Format – VI**NEFT Details**

(Vendors to furnish this mandate on their Letter Head)
(NOT REQUIRED FOR ALREADY REGISTERED VENDORS WITH BHEL HYDERABAD)

To
 Manager/Finance-
 CM
 Bharat Heavy Electricals
 Limited
 Ramachandrapuram
 Hyderabad –A.P
 PIN: 502 032

Ref No:

Date:

Dear Sir,

Sub: Details for National Electronic Fund Transfer

We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below

- A. Sup code (As per PO/SCO) / Staffno
- B. Beneficiary (Name as per PO/SCO)
 (Retd Employee to indicate address here)
- C. PAN of beneficiary
- D. TIN of Beneficiary
- E. e-mail address of Beneficiary
- F. City (of Beneficiary)
- G. Bank Name
- H. Branch (of Bank)
- I. A/c Number
- J. A/c type (Savings or Current)
- K. MICR Code of the branch (9 digit)
- L. IFSC for NEFT (11 char)
- M. IFSC for RTGS (If different from L)

Thanking you,

(Signature with Seal)
 Authorised Signatory
 Name
 Designation

Certified that the particulars furnished above are correct as per our records

Date

(Signature of authorized
 Official of bank)
 Bank Stamp

SIGNATURE & SEAL OF THE BIDDER

Format – VII

**Tender Ref.: Logistics/HT/2014
(Proforma for Banker's Certificate on Bank's Letter Head)**

M/s.

.....

(NAME OF THE BIDDER WITH ADDRESS)

(a limited company / private company / partnership / proprietorship) is maintaining a current account in our bank continuously since April **2011** till date. The Transactions of the firm has been found satisfactory and their financial position is sound.

Date:

SIGNATURE WITH SEAL OF THE BANK

SIGNATURE & SEAL OF THE BIDDER

FORMAT-VIII
AFFIDAVIT-CUM-UNDERTAKING

(to be submitted by the bidders along with their bid in Transportation tenders on non-judicial stamp paper appropriate value duly notarised)

I,, S/o. Aged about years, Occ:, Resident of, do hereby solemnly affirm on oath and state as follows:

I am working as _____ in M/s. _____, i.e. the bidder herein.

I hereby declare that I have power to execute this Affidavit-cum-Undertaking under its memorandum and Articles of Association and the Executant has to full powers on its behalf under the power of attorney granted to him by the proper authorities of the bidder. I am authorised submit this Affidavit – cum- Undertaking on behalf of bidder.

That I am an intended bidder in the transportation contract against NIT No..... issued by BHEL. As per the NIT provisions, the bidder is required to submit an affidavit-cum- undertaking along with the bid disclosing/confirming the details of its group concerns, or affiliates or partners/proprietors/directors of bidder/ such group concerns or affiliates etc., along with other details of DIN and PAN Nos. etc. Accordingly, I submit the same hereunder.

1. I state that we (give name, address, address and other details of the bidder and its group concerns or affiliates etc.) are engaged in transportation business for last Years.

2. I state that we (furnish details/particulars of the bidder and its partners/proprietors/ Directors of bidder/ such group concerns or affiliates etc. including details of DIN Numbers in case of Directors and PAN Number in case of partners/proprietors, duly supported by self-attested copies of relevant documents).

3. I state and confirm that other than this bidder, none of its group concerns or affiliates are participating in the tender either directly or indirectly through any other agency under same proprietor/common partner(s)/common Director(s).

4. I state and confirm that none of none of its group concerns or affiliates appear on the list of banned firms/companies by BHEL (List available on www.bhel.com) nor any of the partners/proprietors/ Directors of bidder/such group concern or affiliate are involved with such banned firms/companies.

5. I further, agree and declare that BHEL may reject the bid or in case the contract has been awarded, then terminate the contract apart from taking any other suitable action under the contract or applicable legal provisions or BHEL guidelines, including Guidelines for suspension of business dealings without any liability for any compensation to the bidder; if,

- BHEL discovers at any time that any statement made by the bidder in this Affidavit-cum-undertaking is false, fraudulent; or
- any document submitted by the bidder was fake or forged; or
- if BHEL determines in its sole discretion that any statement was aimed at deliberately misleading BHEL with a view to ensure award of the subject contract to the bidder.

That the facts stated above are true and correct to the best of my knowledge and belief and nothing has been concealed or misrepresented in any manner whatsoever.

Hence, this Affidavit.

DEPONENT

Place: ...

Solemnly affirmed and signed

Before me on this the ____ day ofMonth, 2014.

NOTARY

SIGNATURE & SEAL OF THE BIDDER

Format – IX**Tender Ref.: Logistics/HT/2014
(Proforma for EMD exemption on Bidder's Letter Head)**

I,, S/o. Aged about years, Occ:, Resident of, do hereby solemnly affirm on oath and state as follows:

I am working as _____ in M/s. _____, i.e. the bidder herein.

I hereby declare that I have power to execute this undertaking under its memorandum and Articles of Association and the Executant has to full powers on its behalf under the power of attorney granted to him by the proper authorities of the bidder.

As confirmed by BHEL vide e-mail dated (copy attached), one time EMD having validity on date is with BHEL, I on behalf of M/s confirm to extend the validity of EMD up to 31.10.2015.

Date:

SIGNATURE & SEAL of the Bidder

SIGNATURE & SEAL OF THE BIDDER

Annexure –D**Tender Ref.: Logistics/HT/2014****Guidelines for Calculation of Number of Hydraulic Axles**

Number of Hydraulic Axles shall be calculated based on following formula:

i) Minimum Number of Axles = 4

ii) Calculation of Number of Axles based on weight (N_{weight}):

If, the net weight of the equipment = X MT

& per Axle maximum weight permitted in the enroute/destination state = Y MT

Then, $Z = X/Y$.

Number of Axles required based on weight = N_{weight} which is next even number to Z.

Examples:

Example 1:

If the net weight of the equipment is 58 MT.

$X = 58 \text{ MT}$

If the equipment is to be delivered in state of Odisha or to traverse through Odisha and per axle maximum weight allowed is 9 MT (on date).

$Y = 9 \text{ MT}$

$Z = 58/9 = 6.44$

So, the number of axles required based on weight, $N_{\text{weight}} = 8$

Example 2:

If the net weight of the equipment is 94 MT.

$X = 94 \text{ MT}$

If the equipment is to be delivered in any state except Odisha and not to traverse through Odisha, per axle maximum weight allowed is 13.5 MT (on date).

$Y = 13.5 \text{ MT}$

$Z = 94/13.5 = 6.96$

So, the number of axles required based on weight, $N_{\text{weight}} = 8$

iii) Calculation of Number of Axles based on Length (N_{length}): As per MV Act, overhanging of loaded material is not allowed.

If the length of the platform of the equipment = L Mtrs

Approximate length of platform of one axle = 1.6 Mtrs

Then, $A = L/1.6$

However, if the Hydraulic Axles are fitted with Spacer/**Connecting Rod** & the length of the Connecting Rod is X Mtrs.

$A = (L-X)/1.6$

No. of axles required based on length = N_{length} which is next higher even number of A.

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Examples:

Example 1:

If the length of the platform of the equipment is 8 Mtrs, $L = 8$ Mtrs

$$A = L/3.1 = 8/1.6 = 5$$

So, the number of axles required based on length, $N_{\text{length}} = 6$

Example 2:

If the length of the platform of the equipment is 13.4 Mtrs, $L = 13.4$ Mtrs

$$A = L/3.1 = 13.4/1.6 = 8.375$$

So, the number of axles required based on weight, $N_{\text{length}} = 10$

If the above Hydraulic Axles are fitted with Connecting Rod of 2 Mtrs.

$$\text{Then, } A = (L-X)/1.6 = (13.4-2)/1.6 = 7.125$$

So, the number of axles required based on weight, $N_{\text{length}} = 8$

Finally, number of axles to be placed will be calculated as follows:

1. Case I: If $N_{\text{weight}} > N_{\text{length}}$
Number of axles to be placed = N_{weight}
2. Case II: If $N_{\text{length}} > N_{\text{weight}}$
Number of axles to be placed = N_{length}

The above calculation method is only indicative. The bidder should make his own assessment based on safety & statutory requirement of the equipment during transit. In case, the number of axles differ from the above calculation, the bidder should mention the same to BHEL along with the price bid. However, the number of axles, if different from above calculation, shall be approved by BHEL.

In case, the weight & length of the equipment changes, the above method will be used to calculate the number of axles and payment will be release/deducted as per Clause 13. Also, owing to change in maximum weight allowed for each axles (Y) is changed, the payment will be released/deducted as per Clause 13. The number of axles required by BHEL will also be mentioned in the Tender based on above calculation.

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Annexure –E**Tender Ref.: Logistics/HT/2014****Guidelines for Submission of Bid**

1. The bids shall be submitted in One part only i.e. Techno-Commercial bid
2. **Techno-Commercial bid:** The techno-commercial bid shall be submitted as follows:
 - 2.1 One envelope sealed & super scribed with **“Cover-1 (Tender Cost & EMD) of Techno-Commercial Bid”** containing
 - a. Demand Draft of Rs. 2,000/- towards Cost of tender
 - b. Demand Draft of Rs. 2,00,000/- towards EMD or the EMD exemption letter as per Format-IX
 - 2.2 One envelope sealed & super scribed with **“Cover-2 (Tender Documents) of Techno-Commercial Bid”** containing signed Tender Documents & Corrigenda/Addenda, if any. The bidder should also enclose any other information/conditions that bidder would like to submit.
 - 2.3 One Envelope sealed & super scribed with **“Cover-3 (Technical Documents) of Techno-Commercial Bid”** of containing duly filled information in Format-I, II, III, IV, V, VI, VII, VIII and supporting documents as per Annexure-B.

All the above three envelopes with cover-letter should be kept in the Techno-Commercial bid envelope which shall be sealed and super scribed with **"Empanelment of Logistics Companies/transporters for Transportation of Heavy ODCs by Hydraulic Trailers, Ref. Logistics/HT/2014"**

3. The above envelope shall be sent to the following address:

**“Engineer/ Logistics,
Vendor Complex,
Bharat Heavy Electricals Limited,
Ramachandrapuram, Hyderabad-502 032
Phone: 040 2318 4941”**

Or the envelope can be dropped in Tender Box-II kept at Vendor Complex, near Administrative Building, BHEL-Ramachandrapuram.

The bid shall reach on or before 27.09.2014 by 11.00 Hrs. BHEL will not be responsible for any postal delay.

4. BHEL reserves the right to accept / reject the tender either in full or in part at their discretion without assigning any reason thereafter.

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