

**TENDER SPECIFICATION  
YTPS: SCT: 202206-111**

***“TRANSPORTATION OF BHEL OWNED 600MT CRANE FROM  
UDANGUDI TO YADADRI SITE.”***

**VOLUME – I**



**BHARAT HEAVY ELECTRICALS LIMITED**

(A Government of India Undertaking)  
Power Sector – Southern Region

BHEL Site Office  
5x800MW Yadadri TPS  
Damarcherla (M), Nalgonda (D)  
PIN – 508355  
Telangana

2022

# Volume-I: NOTICE INVITING TENDER

Bharat Heavy Electricals  
Limited



## NOTICE INVITING TENDER (NIT)

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To,

All Bidders

Dear Sir/Madam

Sub: NOTICE INVITING TENDER

Sealed offers in two-part bid system {National competitive bidding (NCB)} are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

### 1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	YTPS: SCT: 202206-111	
ii	BROAD SCOPE OF JOB	TRANSPORTATION OF BHEL OWNED 600MT CRANE FROM UDANGUDI TO YADADRI SITE.	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Procedures, Terms of payment, etc.	Applicable
b	Volume-IB	Special Conditions of Contract (SCC) Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015	Applicable
c	Volume-IC	General Conditions of Contract (GCC) PS:MSX:GCC, Rev-2 dated: June 16, 2021	Applicable
d	Volume-ID	Forms and Procedures Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015	Not Applicable
e	Volume-II	Price Schedule (Absolute value).	Applicable
iv	ISSUE OF TENDER DOCUMENTS	Tender documents will be available for downloading from BHEL website ( <a href="http://www.bhel.com">www.bhel.com</a> ) as per schedule below:  <b>Start – 04/07/2022, Time – 16:00 Hrs</b> <b>Closes - 11/07/2022, Time - 14:30 Hrs</b>	Applicable

Head Office: BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam,  
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		Brief information of the tenders shall also be available at central public procurement portal. ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> )	
v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<b>Date - 11/07/2022, Time - 15:00Hrs</b> Bid shall be submitted (By Post or Person) in the Tender Box available at following Address:  Finance Department – BHEL 5x800 MW Yadadri TPS Damarcherla (M), Nalgonda (D) – 508355 (Telangana)  or through E-mail at <a href="mailto:tender.yadadri@bhel.in">tender.yadadri@bhel.in</a>	Applicable
vi	<b>OPENING OF TENDER</b>	<b>Date – 11/07/2022, Time - 15:30Hrs</b> <b>Notes:</b> 1. In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. 2. Bidder may depute representative to witness the opening of tender.	Applicable
vii	<b>EMD AMOUNT</b>	Rs 92,400/- (Rupees Ninety Two Thousand Four Hundred Only)	Applicable
viii	<b>COST OF TENDER</b>	Free	Not Applicable
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	08/07/2022, 15:00 Hrs	Applicable
x	<b>SCHEDULE OF Pre Bid Discussion (PBD)</b>	<b>Date - _/_/_/2022, Time - _:_:___ Hrs onwards</b>	Not Applicable
xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>		Not Applicable
xii	<b>Latest updates</b>	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> → Tender Notifications → View Corrigendums) & Central Public Procurement portal ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> ). Bidders to keep themselves updated with all such information.	Applicable

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid shall not be entertained.**

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3.0 Not used.

4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per **clause 1.9 of General Conditions of Contract**.

For Electronic Fund Transfer the details are as below:-

a) **Name of the Beneficiary** -: Bharat Heavy Electricals Limited

b) **Bank Particulars**

- Bank Name -: State Bank of India
- Bank Telephone No.(with STD code)-:
- Branch Address-: Damarcherla (M), Nalgonda (D)
- Bank Fax No. (with STD code) -:
- Branch Code -: 21956
- 9 Digit MICR Code of the Bank Branch -:
- Bank Account Number -: 31071530332
- Bank Account Type -: Current Account
- 11 Digit IFSC Code of Beneficiary Branch -: SBIN0021956

(Note -: In case of tender to be submitted through E-mail, proof of remittance of EMD should be attached in the E-mail and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.

5.0 **Procedure for Submission of Tenders:** The bidder should respond by submitting their offer through E-mail at **tender.yadadri@bhel.in**. Offers are invited in two-parts only.

## **Documents Comprising in the Tender:**

The tender shall be submitted through E-mail having attachment less than 20MB (In case, attachment is more than 20MB, 2 or 3 or so on mail may be submitted and should be indicated as 1 of 2, 2 of 2 or 1 of 3, 2 of 3, 3 of 3, etc.) EXCEPT EMD (in physical form) as mentioned below:

### **I. Technical Tender (UN priced Tender):**

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in E-mail. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- (a) Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 4.0. Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT.
- (b) Technical Bid (without indicating any prices).

### **II. Price Bid:**

- (a) Prices are to be quoted in the attached Price Bid format (password protected) through E-mail. The password of the submitted Price Bid shall be asked from Bidder through E-mail for opening of the Price Bid.
- (b) The price should be quoted for the accounting unit indicated in the tender document.
- (c) **Note:** It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- (d) A person signing (digitally or manually) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such

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other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.

- (e) A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

**Bidders are requested to submit their completed bid as per laydown procedure either as per Sl. No. 5 or Sl. No. 6.**

6.0 **Procedure for Submission of Tenders (To be used in case of Paper bid):** Tender to be submitted to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD)' in two separate sealed and super-scribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and super-scribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference

6.1 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped) (To be used in case of Paper bid):**

Sl. No.	Description	Remarks
	<b>Part-I</b>	
	<b>ENVELOPE – I super-scribed as:</b> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:  <b>CONTAINING THE FOLLOWING:-</b>	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.  <b>Note:</b> a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria.  It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	

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v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	Not applicable
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	Not Applicable
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

<b>PART-I B</b>		
	<p><b><u>ENVELOPE – II super-scribed as:</u></b>                      PART-I (EMD)                      TENDER NO :                      NAME OF WORK :                      PROJECT:                      DUE DATE OF SUBMISSION:</p> <p><b>CONTAINING THE FOLLOWING:-</b></p>	
	Earnest Money Deposit (EMD) in the form as indicated in this Tender	

<b>PART-II</b>		
	<b>PRICE BID</b> consisting of the following shall be enclosed	
	<p><b><u>ENVELOPE-III</u></b> super-scribed as:                      PART-II (PRICE BID)                      TENDER NO :                      NAME OF WORK :                      PROJECT:                      DUE DATE OF SUBMISSION:</p> <p><b>CONTAINING THE FOLLOWING</b></p>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

<b>OUTER COVER</b>		
	<p><b><u>ENVELOPE-IV</u></b> (MAIN ENVELOPE / OUTER ENVELOPE)                      superscribed as:                      TECHNO-COMMERCIAL BID &amp; PRICE BID &amp; EMD                      TENDER NO:                      NAME OF WORK:                      PROJECT:                      DUE DATE OF SUBMISSION:</p> <p><b>CONTAINING THE FOLLOWING:</b></p>	
i	o Envelopes I	

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	<ul style="list-style-type: none"><li>○ Envelopes II</li><li>○ Envelopes III</li></ul>	
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**SPECIAL NOTE:** All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 **Not used for this tender.**
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 **Not used for this tender.**
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else, BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 **Not used for this tender.**
- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **three months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**".) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

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Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 **Not used for this tender.**
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 **Consortium Bidding is not applicable for this Tender.**
- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/contractors' is available on [www.bhel.com](http://www.bhel.com) on "**supplier registration page**".
- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of banned/ hold firms is available on BHEL website <http://www.bhel.com>.

28.1 Integrity commitment, performance of the contract and punitive action thereof:

**28.1.1 Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

**28.1.2 Commitment by Bidder/ Supplier/ Contractor:**

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions.

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## 29.0 Micro and Small Enterprises (MSE) - Not used for this tender.

30.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

## 31.0 PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

### 31.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means:
  - a. An entity incorporated established or registered in such a country; or
  - b. A subsidiary of an entity incorporated established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

#### Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.

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2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the **Format provided in Annexure-11.**
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

32.0 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening.  
**(Clause applicable in case of Paper Bid only.)**

33.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

34.0 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

35.0 Order of Precedence:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)

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- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C
- ~~g. Forms and Procedures —Volume-1D~~

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

for BHARAT HEAVY ELECTRICALS LTD  
(SCT)

**Enclosure:**

- (i) Annexure-1: Pre Qualifying Requirements.
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Certificate by Chartered Accountant
- (iv) Annexure-4: Reverse Auction Process Compliance Form
- (v) Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- (vi) Annexure-6: RA Price Confirmation and Breakup
- ~~(vii) Annexure-7: Integrity Pact~~
- (viii) Annexure-8: Undertaking as per C4 of Annexure-1 i.e. PQR
- (ix) Annexure-9: Declaration regarding Details of related firms and their area of activities
- (x) Annexure-10: Declaration regarding Minimum Local Content in Line With Revised Public Procurement (Preference To Make In India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s)
- (xi) Annexure-11: Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017
- (xii) Other Tender documents as per this NIT.

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# NOTICE INVITING TENDER

	Bidder must have achieved an average annual financial turnover (Audited) of <b>Rs. 13,86,000/- (Rs.Thirteen lakhs Eighty six thousand only)</b> or more over three consecutive FY from immediate four previous FYs shall be reckoned. (FY to be considered shall be FY 2018-19, 2019-20 & 2020-21)		
C-2	<b>NETWORTH (only in case of Companies)</b> Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	Applicable	
C-3	<b>PROFIT</b> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	Applicable	
C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking ( <b>Annexure-8</b> ) to this effect.	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT (if applicable)	Not Applicable	By BHEL
E	Approval of Customer (if applicable) <b>Note:</b> Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	Not Applicable	BY BHEL
F	Price Bid Opening <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	Applicable	BY BHEL
G	Consortium criteria (if applicable)	Not Applicable	
<p><b><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></b></p> <p>1. For evaluation of PQR, in case of bidder alone does not meet the pre-qualifying technical criteria B.1 above, bidder may utilize the experience of its parent / subsidiary company along with its own experience, subject to following:</p> <ol style="list-style-type: none"> <li>The parent company shall have a controlling stack of <math>\geq 50\%</math> in the subsidiary company (<b>as per Format-1</b>).</li> <li>The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit (SD) equivalent to 1% of the total contract value.</li> <li>The parent /subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (<b>as per Format-2</b>).</li> <li>In case bidder is submitting bid as a consortium partner, option of utilizing experience of parent / subsidiary company can be availed by prime bidder only.</li> <li>Parent Company/Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder'.</li> </ol>			

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2. "Completion date for achievement of the technical criteria should be in the last seven years ending on the 'latest date of Bid Submission' of tender irrespective of date of the start of work. Completion date shall be reckoned from the "FY quarter of bid submission". (for e.g. - Work completed on 01.01.2014 shall be considered even if the latest date of bid submission is 20.03.2021)".
  3. 'EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed.
  4. **Not Applicable.**
  5. Consortium is not permitted for this tender. However, after successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
  6. Wherever the credential submitted for satisfying the Technical PQR is from direct order of BHEL, bidders to ensure that relevant certificate issued by respective contracting department of BHEL is provided as part of the offer. Certificates can be obtained from BHEL by submitting request through online portal i.e. <https://siddhi.bhel.in>.
- Evaluation of financial PQR:**
7. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures.
  8. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three.
  9. If Financial Statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.
  10. C-2: - NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies).
  11. C-3: - PROFIT: shall be NET profit (PBT) earned during any one of the three financial years as in C-1 above.

#### **Explanatory Notes for QR 'B1'**

- For QR 'B1' above, actual executed value shall be considered.
- For QR 'B1' above, Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

$$P = \left\{ R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$$

Where;

P = Updated value of work

R = Value of executed work

X<sub>N</sub> = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

X<sub>0</sub> = All India Avg. Consumer Price index for industrial workers for last month of work execution.

Y<sub>N</sub> = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

Y<sub>0</sub> = Monthly Whole Sale Price Index for All Commodities for last month of work execution.

- Relevant documents, meeting above requirements at C & D, shall be submitted by bidders.
- The evaluation currency for this tender shall be INR.

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

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# NOTICE INVITING TENDER

**Format-1**

## **Certificate for relationship between Parent Company / Subsidiary Company and the bidder**

To,

.....  
.....

Dear Sir,

**Sub:** Bid for NIT No ..... dated..... for “.....” (name of the tender).

We hereby certify that M/s ..... is Parent Company/ Subsidiary Company of M/s ..... (the bidder) and details of equity holding of the Parent Company in Subsidiary Company as on ..... (not earlier than seven days prior to the Bid Submission Date) are given as below:

<b>Name of Parent Company</b>	<b>Name of Subsidiary Company</b>	<b>Percentage of Equity Holding of Parent Company in Subsidiary Company</b>

**(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder)**

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# NOTICE INVITING TENDER

**Format-2**

**Undertaking from the Parent Company/ Subsidiary Company of the bidder**  
(On the Letter Head of Parent Company/ Subsidiary Company, as applicable)

From,  
Name:  
Full Address:

Telephone No.:  
E-mail address:  
Fax/No.:

To,  
.....  
.....

Dear Sir,

We refer to the NIT No.....dated..... for “.....” (name of the Tender).

“We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause .... of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/ Tender.

We confirm that M/s..... (the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause.....of the PQR of the NIT/Tender referred above.

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for fulfilment of all obligations in terms of provisions of the contract, in the event of .....(the Bidder) being selected as the Successful Bidder.

We confirm that we along with M/s.....(the bidder), are jointly or severally responsible for successful performance of the contract.

We confirm that our company shall not participate in the above tender as a ‘Standalone Bidder’ or as a ‘Consortium bidder’ and also shall not authorize any other bidder to use our Technical capability for the above tender.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

**Signature of Managing Director/Authorized signatory of Parent/ Subsidiary Company**

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# NOTICE INVITING TENDER

## ANNEXURE - 2

### CHECK LIST

**NOTE: - Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name: Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name: Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS (Not Applicable)	DD No:                      Date: Bank:                        Amount: Please tick ( ✓ ) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR THREE MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable	YES / NO
8	Copy of PAN Card	Applicable	YES / NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	Applicable	YES / NO
10	Integrity Pact	Not Applicable	YES / NO
11	Offer Forwarding Letter (as per Format-3 of NIT)	Applicable	YES / NO

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# NOTICE INVITING TENDER

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12	Declaration by Authorized Signatory (as per Format-4 of NIT)	Applicable	YES / NO
13	No Deviation Certificate (as per Format-5 of NIT)	Applicable	YES / NO
14	Declaration confirming knowledge about Site Conditions (as per Format-6 of NIT)	Applicable	YES / NO
15	Declaration for relation in BHEL (as per Format-7 of NIT)	Applicable	YES / NO
16	Non-Disclosure Certificate (as per Format-8 of NIT)	Applicable	YES / NO
17	Bank Account Details for E-Payment (as per Format-9 of NIT)	Applicable	YES / NO
18	Capacity Evaluation of Bidder for current Tender	Not Applicable	YES / NO
19	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES / NO
20	Power of Attorney for Submission of Tender/ Signing Contract Agreement (as per Format-10 of NIT)	Applicable	YES / NO
21	Analysis of Unit rates	Not Applicable	YES / NO
22	Undertaking as per clause C4 of Annexure-1 to NIT i.e. PQR (as per Annexure-8 to NIT)	Applicable	YES / NO
23	Declaration regarding Minimum Local Content In Line With Revised Public Procurement (Preference To Make In India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s) (as per Annexure-10 to NIT)	Applicable	YES / NO
24	Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017 (as per Annexure-11 to NIT)	Applicable	YES / NO

**NOTE:**

1. STRIKE OFF 'YES' OR 'NO', AS APPLICABLE.
2. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

**DATE :**  
**SIGNATORY**

**Sign. of the AUTHORISED**

**(With Name, Designation and Company seal)**

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# NOTICE INVITING TENDER

**Format-3**

## OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER (To be typed and submitted in the Letter Head of the Company / Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against Tender Specification No: .....

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector - Southern Region Yadadri, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc. issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I / We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished.

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

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# NOTICE INVITING TENDER

Format-4

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**  
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration by Authorized Signatory**

Ref: 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

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# NOTICE INVITING TENDER

Format-5

## NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : No Deviation Certificate

Ref :

- 1) NIT/Tender Specification No: .....
- 2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,  
(Signature, date & seal of authorized representative of the bidder)

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# NOTICE INVITING TENDER

Format-6

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**  
(To be typed and submitted in the Letter Head of the Company / Firm of Bidder)

---

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration confirming knowledge about Site conditions**

Ref: 1) NIT/Tender Specification No: .....,

2) All other pertinent issues till date

I / We, \_\_\_\_\_ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I / We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)

Date:

Place:

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# NOTICE INVITING TENDER

Format-7

## DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) NIT/Tender Specification No: .....

I / We hereby submit the following information pertaining to relation/relatives of Proprieter/ Partner(s)/ Director(s) employed in BHEL

Tick (√) any one as applicable:

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company / Firm HAVE relation / relatives employed in BHEL and their particulars are as below:

- (i)
- (ii)

Signature of the Authorised  
Signatory

Note:

1. Attach separate sheet, if necessary.
2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder / Contractor.

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# NOTICE INVITING TENDER

Format-8

## NON DISCLOSURE CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

-----

I / We understand that BHEL PSSR is committed to Information Security Management System as per their Information Security Policy.

Hence, I / We M/s..... who are submitting offer for providing services to BHEL PSSR against Tender Specification No: \_\_\_\_\_, hereby undertake to comply with the following in line with Information Security Policy of BHEL PSSR, Chennai-35.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSSR.

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

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# NOTICE INVITING TENDER

Format-9

## MANDATE FORM

### ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/ REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

A. DETAILS OF BANK ACCOUNT HOLDER:-

NAME OF THE ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/MAIL	

B. BANK ACCOUNT DETAILS

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL	
WHETHER THE BANK IS COMPUTERISED?	
WHETHER THE BANK IS <b>RTGS</b> ENABLED? IF YES, THEN WHAT IS THE BRANCH'S <b>IFSC</b> CODE	
IS THE BRANCH IS ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT )	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICR CODE OF BANK	

DATE OF EFFECT:-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect I would not hold the user Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date:

Customer

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

(Bank's Stamp)

)

Date

Manager

Signature of Bank

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# NOTICE INVITING TENDER

**Please attach a photocopy of cheque along with the verification obtained from the bank.**

In case your Bank is presently not "RTGS Enabled", then upon its up gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Department at earliest.

Format-10

## **POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT AGREEMENT**

(To be typed on non-judicial Stamp Papers of appropriate value as applicable and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I / We do hereby make, nominate, constitute and appoint Mr. ...., whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector Southern Region, No 11, TEK Towers, Okkiyam Thoraipakkam, OldMahabalipuram Road, Chennai-97 in connection with.....

..... vide Tender Specification No:

.....  
dated .....

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_

Director / CMD / Partner / Proprietor

Signature of Mr.....  
(Attorney)

Attested by:  
Director/CMD/Partner/Proprietor

Witness:

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Notary Public

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# NOTICE INVITING TENDER

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## **ANNEXURE – 3**

### **Certificate by Chartered Accountant on letter head**

(applicable up to 31<sup>st</sup> Dec'2021 in line with MSME notification no. S.O. 2119 (E), dated 26<sup>th</sup> June'2020 and gazette notification no. S.O. 2347( E) dtd. 16.06.2021))

**NOT APPLICABLE FOR THIS TENDER**

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# NOTICE INVITING TENDER

## ANNEXURE – 4

### Reverse Auction Process Compliance Form

**(The bidders are required to print this on their company's letterhead and sign, stamp before RA)**

To

- M/s. {Service provider}
- Postal address}

**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - 6 within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.

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## ANNEXURE – 5

### Authorization of representative who will participate in the on line Reverse Auction Process:

1	NAME OF THE BIDDER	
2	NAME & DESIGNATION OF OFFICIAL	
3	POSTAL ADDRESS (COMPLETE)	
4	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

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## ANNEXURE – 6

### RA price confirmation and breakup (To be submitted by L1 bidder after completion of RA)

**To**

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit-  
Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

**Rs. {\_\_\_ in value & in words \_\_\_\_\_} for item(s) covered under tender enquiry No. {...} dt. {...}**

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {.....} District, {.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {\_\_\_ in nos. & in words \_\_\_} days.

The price break-up is as given below.

Total

=====

- Rs. in value & in words

=====

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

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## **ANNEXURE – 7**

### **INTEGRITY PACT**

**Not applicable for this tender.**

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## ANNEXURE – 8

### UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref:** NIT/Tender Specification No:

I/We,

---

declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

**Sign. of the AUTHORISED SIGNATORY  
(With Name, Designation and Company seal)**

Place:

Date:

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ANNEXURE – 9

## DECLARATION

Date: \_\_\_\_\_

To: \_\_\_\_\_  
Address: BHEL, \_\_\_\_\_

email: \_\_\_\_\_

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, \_\_\_\_\_ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

**Note:** I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(\_\_\_\_\_)

From: M/s \_\_\_\_\_  
Supplier Code: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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# NOTICE INVITING TENDER

## Annexure 10

### DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04<sup>TH</sup> JUNE, 2020) AND SUBSEQUENT ORDER(S)

*(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)*

-----  
To,  
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent Orders)

**Ref :** 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by (SPECIFY ORGANIZATION NAME HERE) has a local content of \_\_\_\_\_ % and this meets the local content requirement for 'Class-I local supplier' / 'Class II local supplier' \*\* as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- |          |          |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| ...      |          |
| ...      |          |

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

\*\* - Strike out whichever is not applicable.

**Note:**

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

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# NOTICE INVITING TENDER

## Annexure 11

### DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

*(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)*

-----  
To,  
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub:** Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

**Ref :** 1) NIT/Tender Specification No: .....,  
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that \_\_\_\_\_ (**specify the name of the organization here**), is not from such a country / has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)); and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (attach relevant valid registration, if applicable)

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,  
Yours faithfully,

**(Signature, Date & Seal of  
Authorized Signatory of the Bidder)**

**Note:**

Bidders to note that if the above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and further action in accordance with law and as per BHEL guidelines.

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2022

# Volume-IA: TECHNICAL CONDITIONS OF CONTRACT

Bharat Heavy Electricals  
Limited



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## 1.1 Project Information:

### Receiving Site:

Sl. No.	Description	Details
1	Project Title	5x800 MW Yadadri Thermal Power Station
2	Customer	Telangana State Power Generation Corporation Limited (TSGENCO)
3	Location	Site is located 7Km from the NH-565 (SH2) Veerlapalem Village, Damarcherla Mandal, Nalgonda District, Telangana State 508355
4	Nearest Railway Station	Damarcherla about 6.5Km
5	Nearest Airport	Vijaywada about 130Km
6	Nearest Town	Miryalaguda about 30Km
7	Site Conditions	
7a	Average Min. Ambient Temperature	10°C
7b	Average Max. Ambient Temperature	47°C
7c	Annual Rainfall	600mm
7d	Mean Wind Speed	8Km/h
7e	Plant Elevation above MSL	85m

### Sparing Site:

Sl. No.	Description	Details
1	Project Title	2 X 660 MW Udangudi Supercritical Thermal Power Project
2	Customer	TAMILNADU GENERATION AND DISTRIBUTION CORPORATION (TANGEDCO)
3	Location	2 X 660 MW Udangudi Supercritical Thermal Power Project Stage-I at Udangudi, Thoothukudi District, Tamil Nadu 628203
4	Nearest Railway Station	Thiruchendur (approx. 12Kms)

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5	Nearest Airport	Vagaikulam (approx.60 kms from site)
6	Contact Person	Manager,BHEL Site Office, 2 X 660 MW Udangudi.

## **Modification / Deletions in Standard Clause of General Conditions of Contract (GCC) or Special Conditions of Contract (SCC)**

I. **Clause Nos. 2.6 (excluding cl. No. 2.6.1) 2.8.4, 2.8.6, 2.8.7, 2.8.19, 2.8.22, 2.9, 2.10, 2.11, 2.12, 2.13, 2.14, 2.15, 2.16, 2.17, 2.22, 2.23, 2.24 of GCC – Not Applicable.**

II. **Clause Nos. 1.0, 2.0, 3.0, 4.0, 5.5, 6.0, 7.0, 8.0, 10.0 & 11.0 of SCC – Not Applicable.**

**Other clauses of Standard GCC & SCC shall remain unchanged.**

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## TECHNICAL CONDITIONS OF CONTRACT

### 1.0 SCOPE OF WORK

1.1 This tender specification covers Transportation of 600 MT capacity crane from one site to another site of BHEL as per details given below:

S.NO.	DESCRIPTION OF T&Ps TO BE TRANSPORTED	DISPATCHING SITE	RECEIVING SITE	DESCRIPTION OF TENTATIVE VEHICLES REQUIRED FOR TRANSPORTATION
1	600 MT CAPACITY Terex Demag CC-2800-1 Crawler Crane Components	BHEL SITE OFFICE, 2X660MW STPP, UDANGUDI VILLAGE, TIRUCHENDUR TALUK, TUTICORIN DISTT. TAMILNADU - 628203	BHEL SITE OFFICE, YADADRI TPS( 5 X 800MW), VEERLAPALEM VILLAGE, DAMARC HERLA MANDAL, NALGONDA DISTT-508355	As per Annexure 1 – Tentative Loading plan

Under any circumstances, Booms/Boom inserts/Jib/Jib Inserts shall not be clubbed with any other item like counterweight, Hook Block, Side Frame etc. During transportation, Boom/Boom insert/Jibs are to be supported on trailer with adequate number of sleepers of length equalling the entire width of trailer.

*1.3 Proper Lashing of boom sections is to be done with Nylon (Non Metallic) Belt. Steel rope or steel shackle shall not be allowed in any circumstances.*

Proper lashing/anchoring for safe transportation of the materials is to be arranged by transporter. Requirement of any angle / channel and its welding for locking of heavy consignments shall be provided by BHEL, if required.

1.4 Transporter shall deploy roadworthy and suitable vehicles duly insured as per MVI norms. (Vehicles should have interstate permit so that there is no problem with RTO during transit) for transporting of materials from one site to other BHEL site. The safe transportation of the consignments up to the destination shall be the responsibility of the transporter.

1.5 Loading & unloading shall be carried out by BHEL.

1.6 The consignment is to be transported on door delivery basis. The transporter shall furnish details of GRs etc by FAX/mail to consigner/consignee and IC/FEX Chennai.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.7 Transit insurance of materials belonging to BHEL shall be arranged by BHEL.

1.8 Transshipment and overloading of vehicles will not be allowed. The contractor shall ensure complete safety of the cargo/consignments during transportation including its security. In case of breakdown of vehicles, transshipments, if necessary, will be undertaken by the contractor at his own risk and cost. Permission for such transshipment shall have to be taken from BHEL. Any transshipment made for any reason other than stated above or without prior permission of BHEL authority, will result in a penalty @ 10% of the freight charges.

1.9 Transporters shall take all statutory clearance/approvals from concerned Indian/state Authorities including Railways crossing enroute for safe transport and timely completion of delivery of cargoes on door delivery basis. All commercial implication in this respect shall be borne by the transporter. However, assistance, as felt necessary shall be provided by BHEL. The transporter shall be responsible for paying any penalty/demurrage, if the same is payable on account of violating any rules and regulations at any point of time and lack of knowledge shall not be any excuse for the same.

1.10 Detention charges, if any, on account of delay while loading/unloading after 72 hours at an end (Dispatching Site end and Receiving Site end) shall be paid extra @ Rs.3500/- per day per Hydraulic multi axle trailer, Rs 2000/- per day per Low Bed Trailer and @ Rs.1500/- per day per High Bed Trailer and Rs. 500/ per day for Taurus/Truck.

1.11 Contractor shall arrange the entry gate pass for their crew for which necessary documents shall be forwarded by BHEL to the concern Authority/ Customer, if required.

1.12 The bidder shall specifically confirm that they have inspected both the sites (Despatching & Receiving site) of work and is fully conversant with the prevailing conditions under which work is to be executed and will not raise claim of any nature due to lack of knowledge of site condition. He will also confirm that local taxation laws/Local or Truck UNION and total environmental conditions in and around of both the sites, have been clearly understood by him and that their rates have been quoted accordingly. Bidders are advised to carry out route survey in order to get themselves acquainted with the prevailing road conditions and situations before submitting their offer.

1.13 Number of Trailers/Trucks in respect of this Tender as indicated in clause no.1.1 above is tentative and indicative only. It is however, the responsibility of the Transporter/ Contractor to make actual assessment of the requirement of Trailers/Truck based on inspection of cranes, spares, accessories/other equipments by the bidder. The contractor has to carry out the work within finally accepted price. If the number of Trailers/trucks increase or decrease during the execution, no extra payment or deduction will be made by BHEL, as the Contract value shall be firm in nature.

1.14 Responsibility of Transportation of BHEL Consignments up to respective sites and deployment of suitable Trailers shall lie with the Transporter.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

**1.15 It should be noted that transportation of all the accessories including MS plates (if any), spare parts and all other parts related to crane is also included in the scope of transportation.**

CONSIDERING NATURE OF THE JOB, NO PERFORMANCE GUARANTEE SHALL BE APPLICABLE FOR THIS WORK.

1.16 If there is any change in deployment plan of the materials to be transported at any stage, BHEL reserves the right to cancel the tender and the contract, even if awarded.

1.17 The security deposit (SD) will be submitted by contractor as per GCC

## **2. RATE SCHEDULE**

2.1. The rates shall be quoted as per the Rate Schedule Price bid enclosed.

2.2 The accepted rates shall be firm and no variation is allowed under any circumstances till the completion of the contract.

2.3. Quoted rates shall be inclusive of all charges except GST.

2.4. BHEL will operate the lowest offer as per rate schedule if acceptable.

2.5 Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted / finally accepted rates. Lump sum single price is to be quoted for transportation of the crane from dispatching site to receiving site.

## **3.0 TERMS OF PAYMENT**

100% payment within 30 days shall be made at receiving site after receipt of bills along with the proof of receipt of consignments at the site and certification from BHEL engineer that work has been satisfactorily completed and that there is no recovery due against the transporter against this contract. The bills and relevant documents shall be submitted for payment.

## **4.0 TIME SCHEDULE**

The contract shall be valid for a period of 6 months from date of issue of LOI. However, the validity of contract can be extended by mutual consent on same rates, terms and conditions.

The schedule of commencement of work related to transportation of each consignment shall be decided by BHEL as per requirement. The successful bidder shall mobilise the vehicles within a week time to commence the activity from the date of clearance from the respective sites of BHEL. Entire work for transportation of each crane under this contract is required to be completed, in all respect, within given days as mentioned below from the schedule date of start of work as above.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

SL.NO	DESCRIPTION	DISPATCHING SITE	RECEIVING SITE	PERIOD OF TRANSPORTATION
1	600 MT CAPACITY Terex Demag CC-2800-1 Crawler Crane Components	BHEL SITE OFFICE, 2X660MW STPP, UDANGUDI VILLAGE, TIRUCHENDUR TALUK, TUTICORIN DISTT. TAMILNADU - 628203	BHEL SITE OFFICE, YADADRI TPS( 5 X 800MW), VEERLAPALEM VILLAGE, DAMARCH ERLA MANDAL, NALGONDA DISTT- 508208	with in 30 days after commencem ent of work.

Period of transportation shall be the travelling time within which the entire material shall be transported and delivered at the consignee site. Period of transportation starts within one week of receipt of clearance from BHEL, for placing trailers/ trucks. However, detention period, as certified by BHEL Engineer, will not be accounted for the purpose of completion schedule.

Any delay beyond the stipulated period shall be governed by the LD clause no 2.7.9 of GCC. Considering nature of work, performance Guarantee is not applicable for this tender.

## 5.0 SPECIAL INSTRUCTIONS FOR BID SUBMISSION

While submitting Bid, the Bidder shall disclose/confirm the following by way of a notarized affidavit cum undertaking executed on non-judicial stamp paper of appropriate value.

- (i) Details of its group concerns or affiliates etc. who are also engaged in transportation business.
- (ii) Details/particulars of 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.
- (iii) Confirm that none of its Group concerns or affiliates etc. appear on the list of banned firms/ companies by BHEL (List available on [www.bhel.com](http://www.bhel.com)) nor any of the Director/Partner/Proprietor of bidder/ such group concern or affiliate etc. are involved with such firm/ company.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

- (iv) Confirm that other than the Bidder, none of its Group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same Proprietor/common Partner(s)/common Director(s).
- (v) 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 the 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.

The bid submitted by any Bidder who omits to submit the affidavit cum undertaking as per the clause (iii), (iv) and (v), shall be liable to be summarily rejected.

## 6.0 Other terms & conditions

6.1. Any other on the way charges shall be to the carrier's account. The carrier shall take care of all formalities / clearances from various authorities like RAILWAYS, POSTS & TELEGRAPHY, ELECTRICITY BOARDS, MUNICIPALITIES, PANCHYATS, PUBLIC WORKS DEPT., HIGHWAYS, FOREST DEPT., IRRIGATION, POLICE, REGIONAL TRANSPORT OFFICERS etc. for speedy transportation.

### a) Route, Survey, Permit Etc. for ODC Consignments

It is the responsibility of the carrier to have made a prior survey of the route over which the Over Dimensional consignment has to be transported to ensure the technical feasibility of the consignment to be safely carried over that route and to clear while transporting any temporary obstructions as may arise with the permission of the authorities involved. All expenses incurred in this connection have to be borne by them. If however any damage to private / public property arises in the course of transportation by the carrier's vehicle / consignment, the carrier alone shall be liable for its indemnification. The provision of a pilot before enroute for operational reason, no extra mileage will be allowed more than the standard distance.

### b. Trailer placed should be of suitable capacity and type with adequate bed length to the satisfaction of the indenting officer to ensure safe transportation of the consignment.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## 6.2. GOODS CONSIGNMENT (GC) NOTES

- a) G.C. Notes issued should bear printed serial numbers. Vehicle No. should be indicated in G.C. Notes for all Lorry / Trailer Load bookings. Original GC copy should be produced with acknowledgement of the consignee for billing, Erasing or over-writing etc. in the GC notes should not be done and will not be accepted, if not authenticated by consigner. GC notes should be of good quality paper and in reasonable size to enable necessary details being written. Copies of GC notes submitted to BHEL or to its customers should be legible.
- b) The Company takes a serious view of issue of G.C. Notes to the suppliers without taking physical possession of materials and if any contravention is noticed, BHEL reserves the right to terminate the contract or take appropriate action.
- c) Once GC Note is issued, it is treated as physical acceptance of the consignment by the Carrier and in such cases, it shall be the responsibility of the Carrier for the safe and timely delivered of the consignment. Any dispute between the consignor and the Transport carrier on this account will not be entertained.
- d) The G.C. Notes shall be got countersigned by the Consignor at the time of booking of the consignment. Every consignment should be covered by G.C. Note.

## 7.0 SAFE DELIVERY OF MATERIALS:

The transporter shall be responsible for safe transportation of Crane components. Any shortages /damages / theft noted during transportation shall be onto transporter's account.

## 7.1 VEHICLE CONDITION STIPULATION:

The vehicles i.e. Trailer (s) / Truck (s) provided should be in sound condition and of suitable capacity (as per its registration book) to carry equipment. They should have valid RTA permit with tax & insurance fees cleared and valid fitness certificates available. The drivers of the vehicles must possess valid driving licenses for the category of vehicles deployed. If the condition of the vehicle deployed is not found satisfactory by BHEL representative, replacement for the same shall be sought and any delay on this account shall be in part of the transporter.

## 8.0 PACKING MATERIALS FOR LOADING:

Wire ropes, manila ropes, turn buckles, gunny bags, rubber sheets, wooden sleepers, tarpaulins etc. as required for placing, securing, tying and covering the Crane components to ensure safe transportation with fastening / lashing / anchoring provision are to be arranged by the transporter within the quoted price. NYLON BELTS/STRAPS MUST ONLY BE USED FOR LASHING OF BOOM AND JIB COMPONENTS FOR TRANSPORTATION.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## 9.0 WAY BILLS / ROAD PERMITS FOR TRANSPORTATION:

State Road Permit Form / Way Bills as may be required for the Crane components to be transported shall be arranged by BHEL and handed over to transporter during or shortly before execution of the job. Counterfoil of such Way Bills or endorsed copy of e-Way Bill (as applicable) must be returned by the transporter to destination site & got recorded in LR Copy on completion of work.

## 10.0 EXIT & ENTRY GATE PASSES:

Based on the vehicle documents and documents to be provided by BHEL site, transporter has to organize the Exit / Entry Gate passes for the vehicle along with consignment both at origin and destination sites. BHEL shall render necessary assistances in preparation of forwarding challan etc. for the consignment.

## 11.0 RESPONSIBILITIES OF TRANSPORTER DURING MOVEMENT OF CONSIGNMENT:

All R.T.A. stipulations for movement of Heavy Goods shall be followed by Transporter en route. All care for protecting the equipment from rains, storm and any other seasonal effects during custody including all road safety precautions required e.g. red flags, light etc. shall be arranged by the transporter in this job within the contract price. Any detention en route shall be responsibility of the transporter and if any cost incurred by BHEL in clearing detention, shall be recovered from transporter's bill. The rates shall also include contingency expenses arising at the loading, transit and unloading points.

## 12.0 DAMAGES & RECOVERIES/COMPENSATIONS:

On receipt of the consignments by transporter, it shall be considered that the consignment is handed over by the consignor in good condition, unless otherwise indicated on the challan at the time of taking delivery from the consignors at the loading point, and the transporter shall remain responsible for safe & timely transportation of the goods thereafter. In case of any shortages/damages whatsoever, on such consignments, the value of the materials short received/delivered or damaged will be recovered from the transporter's bill.

## 13.0 CARRIERS ACT & MV ACT:

The contract as entered into between BHEL and the transporter shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under the carrier's act 1965 and MV Act 1996 as amended up-to-date. Any change in the aforesaid Acts during the contract tenure as notified by the Ministry of Surface Transport, Govt. Of India shall be binding both on BHEL & the transporter.

## 14.0 TRANSIT INSURANCE:

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Transit Insurance of the consignment shall be arranged by BHEL. Transporter has to mention insurance policy no. provided by BHEL in each of the LR copies. In the event of any loss/damage to the consignment during transit, the transporter shall immediately file an FIR/ Diary (if required) and submit a damage report to the consignee & consignor with complete details & extent of loss/damages. Transporter should co-operate with BHEL in all respect towards lodging of proper claim by BHEL on the insurer/underwriters and shall also coordinate all activities pertaining to the survey of the damaged consignment. This shall, however, not absolve the transporter of any responsibility for safe & proper transportation of the consignment to the destination and of his ability to compensate BHEL for the damages/shortages in respect of the consignments. It may also be noted that the transit insurance coverage taken by BHEL is limited to our equipment only & not for the vehicle deployed by the transported under any circumstances.

DURING TRANSIT, IF THE VEHICLE ALONG WITH BHEL EQUIPMENTS MEETS ANY ACCIDENT, THE RESPONSIBILITY OF RETRIEVAL OF THE EQUIPMENT SHALL BE WITH THE TRANSPORTER AND BHEL SHALL NOT BEAR ANY FINANCIAL IMPLICATION FOR THE SAME EXCEPT FOR REPAIR OF DAMAGED ITEM/EQUIPMENT. THE TRANSPORTER SHALL BE RESPONSIBLE FOR REPAIR OF THEIR VEHICLE AT THEIR COST. The third party liability/ insurance will also be in the transporter's scope within quoted rates.

## 15.0 FORCE MAJEURE CONDITIONS:

Natural disruptions like flood, earthquake and conditions like war, strikes, riots, road breaches etc. shall be treated as force majeure and any delay in the job due to above reasons shall be considered by BHEL on representation with documentary evidences.

## 16.0 PERFORMANCE OF THE VENDOR:

Performance of the vendor shall be measured as per attached Annexure-II. Reports shall be received from site against each job and the same shall be communicated to the vendor. In case the performance of the contractor is not satisfactory (i.e. below 60%), BHEL reserves the right to initiate suitable action against the contractor which may lead to suspension/termination/banning and delisting in accordance with procedure in vogue.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## SAFETY CONDITIONS

### SAFETY PRECAUTIONS TO BE OBSERVED WHILE

#### TRANSPORTING MATERIALS

#### I. VEHICLES

Vehicles carrying materials should have proper registration documents and must be produced on demand by BHEL security staff. The lights on right side (i.e.) over driver's cabin should be in working condition. Both the head lights as well as park lamps must be in working condition.

#### II. MOVEMENT OF VEHICLES

1. The vehicle should not travel at more than 20 kmph within Plant premises.
2. The driver of the vehicle must possess heavy-duty license and produce on demand by the security staff.
3. Vehicles carrying inflammable liquid in the tank conditions should have grounding cabin or the tank should be coated with the insulating materials to avoid static electricity.
4. In road junctions, speed breakers and railway crossing the speed should be lowered and vehicles should proceed cautiously.
5. The driving should be kept on the left at all places.
6. The vehicle should not be parked in the road in such a way to cause obstruction to vehicular traffic.
7. No persons other than driver should be allowed to sit or stand on the prime mover of the trailer.
8. The vehicle should pass only through approved routes. Short cuts are forbidden.
9. There must be a safe distance behind another moving truck.
10. The driver should avoid making quick starts, jerky stops or quick turns at excessive speed.

#### III. SHIPPING

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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. Adequate packing must be given for easy slinging operations. The packing materials should be good enough to withstand the load.
3. The stacking of loads on the truck should be evenly placed. The load should not be heaped together or dumped over the chassis.
4. The load on the truck should not be beyond its standard capacity. The carrying capacity must be clearly marked on the trailers also.
5. The loaded materials should be fastened tightly with wire rope. Coil rope should not at all be used. There must be said packing such as gunny, rubber-type between the sharp edges of the job and wire rope to avoid cut in the wire rope.
6. There must be minimum two fastening and it should be more in case of lengthier loads.
7. The loose pieces should be bundled before loading on the truck.
8. There must be red flags or red lamps for the lengthy load, which extend beyond chassis.
9. The materials should not be stacked too high to avoid hitting against live electric lines.
10. The load should not be over-hanging more than 3 feet from the end of the body.
11. While transporting the scrap, there must be wire-knitting cover to prevent falling of scrap.
12. While loading/unloading proper slinging practice should be followed.
13. The vehicle should not be moved directly inside the production buildings in case the materials are to be loaded, un-loaded there. But the vehicle should be parked outside the building and the driver should ascertain the passage as well as the loading / unloading points, with the help of shop officials. This will avoid the congestion or blocking of traffic in the gangway.
14. When reverse operation are undertaken adequate helpers should be engaged to control the movement.

## IV OCCUPATIONAL HEALTH AND SAFETY MANAGEMENT SYSTEM OPERATIONAL CONTROL PROCEDURE

### 1.0 PURPOSE

To ensure safety in transporting materials through Lorry, trailer, etc., including OVER DIMENSIONAL/WEIGHT CONSIGNMENT.

### 2.0 SCOPE

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

Transportation of Heavy consignment from BHEL site to site and vice versa

### 3.0 REAPONSIBILITY

Manager/ Stores/Logistics.

### 4.0 PEFORMANCE CRITERIA

Accident / Damage Record.

### 5.0 CROSS REFERENCE

OHSAS 18001:1999-Clause 4.4.6 Central Motor Vehicles Act and Rules All India Transport Contract given by BHEL Record of Hazard and Risk.

### 6.0 ACTIVITIES

S.NO.	ACTIVITY	RESPONSIBILITY
01.	The vehicle chosen must have original RC Book, proper Fitness certificate as per Motor Vehicles Act 1988 and amended 1992 Sec.33 (256)	Transporter
02.	Drivers must have valid license as specified in the Motor Vehicle Sec. 3 to 28	Transport/owner
03.	Control of Transporter's vehicle road permit (Sec. 66-68)	Transporter
04.	Control of Traffic Limit – Speed (Sec. 112)	Transporter
05.	Limits of weight and limit in safety Precautions (Sec. 113,114)	Transporter/Consigner
06.	Insurance of Motor vehicle against third party (Sec. 146)	Transporter
07.	Adherence to Motor Transport Vehicle Act 1961 (Sec. 4&5)	Transporter
08.	Ensure Welfare and Health requirements (Sec. 8-12)	Transporter
09.	Packing as per Designer/Manufacturer/purchaser instructions	Consignor
10.	Insurance of Goods	Consignor/Consignee
11.	Documentation: 1) Vehicle (2) Insurance (3) ED Invoice or relevant forms for free issue / rejection material (4) Road Permit for consignments wherever applicable (5) Lorry Way Bill etc.,	Transporter / Consignor
12.	Special support, Lashing, checking permissible Over hanging of materials: provision of red flag and light during night in the rear end sides of the vehicle.	Shipping departments / Transporter
13.	Checking of the goods / consignments during loading / unloading and ensuring safe dispatch / delivery	Concerned executing department
14.	Transportation of goods as per terms and conditions of BHEL All India Rate Contract for all consignment and Insurance Claim	Executing Agency / Transporter
15.	Record of information regarding the accident / damage to material and Insurance Claim	Lorry Owner/transporter/consignor/Consignee

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16.	Review of accidents / damages to materials / insurance Claims	Manager / Stores / Logistics
17.	Report to the Concerned for taking corrective action	Manager / Stores / Logistics

## Taxes and other Duties

### Goods and service Tax (GST) & Cess:

- The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work. If the Successful Bidder submits Invoice from a GST No. from outside the state where the project is being executed, then the Bidder shall furnish a declaration for the same in their Letter head, for the single supply of services/short term supply of services.
- Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently.
- Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill to' details will be as below:
  - BHEL GSTN - 36AAACB4146P1ZG
  - NAME - BHARAT HEAVY ELECTRICALS LIMITED
  - ADDRESS:  
BHEL SITE OFFICE, YADADRI THERMAL POWER STATION (5X800 MW), VEERLAPALEM VILLAGE DAMERACHERLA MANDAL NALGONDA DISTRICT - 508355
- GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- Further, in case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

- classification by contractor shall not be paid by BHEL.
- Bidder Shall submit E-Invoice as per the GST Rules, if E-Invoicing has been enabled against their GSTIN No. Otherwise a Declaration may be submitted along with Invoice certifying that E-Invoicing is not enabled against their GSTIN No.
  - Bidder shall note that if the service which they are going to provide to BHEL is covered under RCM, then BHEL shall discharge the liability on RCM basis and no GST Payment will be released to the Bidder in any circumstances.

## **All taxes and duty other than GST & Cess:**

The contractor shall pay all (except the specific exclusion viz GST & Cess) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

## **Statutory Variations:**

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

## **New Taxes/Levies:**

In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

## **Direct Tax:**

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## UNPRICED RATE SCHEDULE

SL NO	DESCRIPTION	RATE LUMP SUM VALUE (Rs.)
1	Transportation of One number 600MT Capacity Terex CC2800-1 Crane Components from 2x660MW Udangudi Site (Tamilnadu) to 5 x 800 MW Yadadri TPP (Telengana).	

### NOTES:

- 1. Quoted rate shall be exclusive of GST. GST as applicable will be paid by BHEL on RCM basis.**
2. All the above quoted rates shall be firm throughout the contract period.
3. The rate shall be entered in figure as well as in words.
4. The material and No. of Trailers/Trucks indicated in the TCC Clause No.1.0 is Tentative only.
5. Single Lump sum price is to be quoted for transportation of **crane** from Dispatching site to receiving site

**DATE:**

**PLACE:**

**SIGNATURE:**

**NAME OF SIGNATORY:**

**NAME OF BIDDER:**

(SEAL OF THE BIDDER)

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## ANNEXURE – 1

TENTATIVE LOADING PLAN FOR 600MT TEREX DEMAG FROM UDANGUDI SITE (TAMILNADU) TO YADADRI SITE (TELANGANA)

Sl.No.	Colli- No.	Qty.	Packages	Description	Dimensions in CMS			Dimensions in feet			Net Weight	Gross Weight	Total net Weight	Total Gross Weight	Type of Trailer
					Length	Width	Height	Length	Width	Height	Kgs	Kgs	Kgs	Kgs	
1	1	1	Unpacked	Superstructure with A frame, center section	1485	300	385	48.7	9.8	12.6	81000	81000	81000	81000	Hydraulic Axle
2	2	1	Unpacked	Crawler side frame right 1500 DUO	1182	200	185	38.8	6.6	6.1	44900	44900	44900	44900	Hydraulic Axle
3	3	1	Unpacked	Crawler side frame left 1500 DUO	1182	200	185	38.8	6.6	6.1	44900	44900	44900	44900	Hydraulic Axle
4	4	1	Unpacked	Basic plate	670	240	37	22	7.9	1.2	20000	20000	20000	20000	Suitable Trailer
	39	1	Unpacked	head adapter with roller set	370	260	230	12.1	8.5	7.5	7300	7300	7300	7300	
	47	1	Unpacked	lateral erection support	370	140	150	12.1	4.6	4.9	2500	2500	2500	2500	
5	5 & 6	2	Unpacked	counter weight	235	184	45	7.7	6	1.5	10000	10000	20000	20000	Suitable Trailer
6	7 & 8	2	Unpacked	counter weight	235	184	45	7.7	6	1.5	10000	10000	20000	20000	Suitable Trailer
7	9 & 10	2	Unpacked	counter weight	235	184	45	7.7	6	1.5	10000	10000	20000	20000	Suitable Trailer
8	11 & 12	2	Unpacked	counter weight	235	184	45	7.7	6	1.5	10000	10000	20000	20000	Suitable Trailer
9	13 & 14	2	Unpacked	counter weight	235	184	45	7.7	6	1.5	10000	10000	20000	20000	Suitable Trailer
10	15 to 17	3	Unpacked	counter weight	235	184	45	7.7	6	1.5	10000	10000	30000	30000	Suitable Trailer
11	18 to 20	3	Unpacked	counter weight	235	184	45	7.7	6	1.5	10000	10000	30000	30000	Suitable Trailer
12	21 to 23	3	Unpacked	counter weight	235	184	45	7.7	6	1.5	10000	10000	30000	30000	Suitable Trailer
13	37	1	Unpacked	main boom intermediate	1220	298	278	40	9.8	9.1	8830	8830	8830	8830	Suitable Trailer
14	38	1	Unpacked	reducer	1226	300	280	40.2	9.8	9.2	7200	7200	7200	7200	Suitable Trailer

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15	34	1	Unpacked	main boom intermediate + jib boom	1270	298	278	41.7	9.8	9.1	12000	12000	12000	12000	Suitable Trailer
16	35	1	Unpacked	main boom intermediate + jib boom	1270	298	278	41.7	9.8	9.1	12650	12650	12650	12650	Suitable Trailer
17	33	1	Unpacked	main boom intermediate + jib boom	1270	298	278	41.7	9.8	9.1	12000	12000	12000	12000	Suitable Trailer
18	32	1	Unpacked	main boom intermediate + jib mast	1270	298	278	41.7	9.8	9.1	12400	12400	12400	12400	Suitable Trailer
19	36	1	Unpacked	main boom intermediate + jib boom	1270	298	278	41.7	9.8	9.1	12970	12970	12970	12970	Suitable Trailer
20	24 & 25	2	Unpacked	counter weight	235	184	45	7.7	6	1.5	10000	10000	20000	20000	Suitable Trailer
	48	1	Unpacked	hook block type 400t - 14/28D	310	240	140	10.2	7.9	4.6	10000	10800	10000	10800	
21	52 & 53	2	Unpacked	counter wieght	235	184	45	7.7	6	1.5	10000	10000	20000	20000	Suitable Trailer
22	54 & 55	2	Unpacked	counter wieght	235	184	45	7.7	6	1.5	10000	10000	20000	20000	Suitable Trailer
23	45	1	Unpacked	mast intermediate 6m	626	257	228	20.5	8.4	7.5	2170	2170	2170	2170	Suitable Trailer
	56 & 57	2	Unpacked	counter wieght	235	184	45	7.7	6	1.5	10000	10000	20000	20000	
24	26	1	Unpacked	counterweight	235	184	45	7.7	6	1.5	10000	10000	10000	10000	Suitable Trailer
	27	1	Unpacked	central weight	275	230	89	9	7.5	2.9	1330	1330	1330	1330	
	46	1	Unpacked	base from superlift	730	300	80	23.9	9.8	2.6	7000	7000	7000	7000	
	67	1	Unpacked	pipe	600	70	50	19.7	2.3	1.6	500	500	500	500	
25	41	1	Unpacked	point jib boom	825	305	327	27.1	10	10.7	6200	6200	6200	6200	Suitable Trailer
	28	1	Unpacked	central weight	275	230	89	9	7.5	2.9	1330	1330	1330	1330	
26	58 & 59	2	Unpacked	counter weight	235	184	45	7.7	6	1.5	10000	10000	20000	20000	Suitable Trailer
	31	1	Unpacked	main boom intermediate + jib boom	670	298	270	22	9.8	8.9	6700	6700	6700	6700	
27	60 & 61	2	Unpacked	counter weight	235	184	45	7.7	6	1.5	10000	10000	20000	20000	Suitable Trailer
	43	1	Unpacked	mast basic boom	580	259	250	19	8.5	8.2	9000	9000	9000	9000	
28	42	1	Unpacked	luffing mast cpl.	1760	251	265	57.7	8.2	8.7	12200	12200	12200	12200	Suitable Trailer
29	63 & 64	2	Unpacked	counter weight	235	184	45	7.7	6	1.5	10000	10000	20000	20000	Suitable Trailer
	30	1	Unpacked	main boom intermediate + jib boom	670	298	278	22	9.8	9.1	6900	6900	6900	6900	

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30	62	1	Unpacked	counter weight	235	184	45	7.7	6	1.5	10000	10000	10000	10000	Suitable Trailer
	51	1	Unpacked	container	600	244	240	19.7	8	7.9	8000	10000	8000	10000	
31	49	1	Unpacked	hook block type 110t - 3/28D	200	120	125	6.6	3.9	4.1	4010	4110	4010	4110	Suitable Trailer
	50	1	Unpacked	hook suspension type 15t - 0/28D	120	100	70	3.9	3.3	2.3	900	950	900	950	
	65 & 66	2	Unpacked	counterweight	235	184	45	7.7	6	1.5	10000	10000	20000	20000	
32	29	1	Unpacked	foot section main boom	1090	298	300	35.8	9.8	9.8	15000	15000	15000	15000	Suitable Trailer
33	40	1	Unpacked	foot section jib boom with rope expander	500	257	245	16.4	8.4	8	3300	3300	3300	3300	Suitable Trailer
	44	1	Unpacked	mast point	695	299	277	22.8	9.8	9.1	6100	6100	6100	6100	

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