



VOLUME – IA PART I & II

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Bharat Heavy Electricals Limited



TECHNICAL CONDITIONS OF CONTRACT

CONTENTS

SL NO	DESCRIPTION	CHAPTER
VOL IA	PART-I: CONTRACT SPECIFIC DETAILS	
1	Project Information	Chapter-I
2	Scope of works	Chapter-II
3	Facilities in Scope of Contractor / BHEL (Scope Matrix)	Chapter-III
4	T&Ps and MMEs to be deployed by contractor	Chapter-IV
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V
6	Contract Period	Chapter-VI
7	Normal Working Hours	Chapter-VII
8	Rate Schedule	Chapter-VIII
9	Terms of Payment	Chapter-IX
10	Taxes and Duties	Chapter-X
11	Specific Terms and Conditions	Chapter-XI
12	Penalty	Chapter-XII
13	GCC / SCC Exclusions	Chapter-XIII
14	Format – Details of offered Crane	Chapter-XIV
15	Evaluation of Vendor Performance	Chapter-XV
16	Vendor Performance Feedback	Chapter-XVI
17	HSE	Chapter-XVII

TECHNICAL CONDITIONS OF CONTRACT

TECHNICAL CONDITIONS OF CONTRACT

VOLUME - IA PART – I CHAPTER – I

1.1 PROJECT INFORMATION

1.1	Project Title	:	1 x 800 MW North Chennai Coal Based Super Critical Thermal Power Project Stage III.-FGD Package
1.2	Plant capacity	:	800 MW
1.3	Type of project	:	Brown field
1.4	Owner	:	Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO)
1.5	Plant site location	:	In the premises of North Chennai Thermal Power Station (NCTPS)
1.6	Location co-ordinates	:	80° 19' E to 80° 20' E Longitude 13° 13' N to 13° 18' N Latitude
1.7	Nearest Village	:	Ennore & Puzhuthivakkam Village
1.8	Nearest Town & City	:	Chennai (35 Km)
1.9	State Capital	:	Chennai (35 Km)
1.10	Nearest Railway Station	:	Athipattu Pudunagar (~ 5 Km) on Chennai –Vijayawada Line
1.11	Nearest Airport	:	Chennai (~ 60 Km)
1.12	Nearest Seaport	:	Ennore (~ 3 Km)
1.13	Nearest Road access	:	All weather road from Pattamandri on the Thiruvottiyur – Ponneri highway
2.0	Meteorological Condition		
2.1	Climate	:	Tropical, very dry and hot summer, dry and cold winter and good rain-fall in monsoon accompanied with strong wind
2.2	Site Elevation	:	(+) 10.0 Meter above Mean Sea Level
2.3	Ambient Temperature		
a.	Annual Maximum Mean Temperature	:	45 °C
b.	Annual Minimum Mean Temperature	:	15 °C
c.	Design ambient Temperature	:	30 °C

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER – II

1.2 SCOPE OF WORKS

The scope of the work will comprise of but not limited to the following: (All the works mentioned hereunder shall be carried out within the accepted rate unless otherwise specified.)

1.2 Broad scope of Work:

Providing service of one no. 250MT Capacity Hydraulic crawler crane on monthly hire basis with Operation and Maintenance crew for Construction work at 1X800 MW North Chennai Stage III TPS FGD Package, Athipattu, Tiruvallur district, Tamilnadu State, as per specification provided hereunder and tentative duration of deployment provided at 1.6

1.2.1 Requirements for 250MT Crane

1.2.1 **Main Boom Length to be provided is minimum 60 Mtrs and Luffing Jib Length to be provided is minimum 60 Mtrs. Combination of Main boom + Luffing Jib to be provided is minimum 60 Mtrs Main Boom Length with minimum 60 Mtrs Luffing Jib Length. However, the maximum main boom and Luffing Jib combination available with the provided crane would be used as and when required.**

1.2.2 The Crane shall be engaged in the Project construction work of thermal power plants consisting of FGD Absorber, Ducting, various structures, Tanks, Vessels and other equipment's of these plants as per the instructions of BHEL Engineer –in-Charge.

1.2.3 The crane shall be provided with all accessories, operator cum mechanic, helper and maintenance crew. All consumables including spares, fuel until completion of assembly and first load testing at site shall be in scope of bidder. The bidder shall arrange fuel required during break down maintenance and dismantling during demobilization.

1.2.4 Fuel oil (HSD) for normal operation of the crane shall be provided by BHEL / BHEL's erection contractor after the services of the crane is accepted by BHEL till the service are being utilized by BHEL.

1.2.5 BHEL shall have the right to utilize the maximum capacity of the crane offered as per requirement without any extra cost.

1.2.6 In case the proposed crane is of better specification than the requirement mentioned above, then price quoted in price bid shall be taken as reference for purpose of evaluation & no additional payment shall be made towards the same.

1.2.7 Crane deployed at site should preferably be same as offered in the bid. BHEL Reserves the right to accept or reject any crane, other than offered crane in the bid. In case the bidder decides to deploy any other crane of the same or better specification, its acceptance shall solely be at BHEL's discretion & payment shall be made based on awarded price only & no additional payment shall be made towards the same. In such a case, the bidder shall furnish

TECHNICAL CONDITIONS OF CONTRACT

complete details of the crane proposed to be deployed and deployment shall be done only after permission from BHEL.

- 1.2.8 The crane should be in good working condition and shall be Inspected, load tested and Certified by Competent Person of third-party agency certified by Director of Factories at site before the Crane is put into operation. The load testing and timely renewal of the load testing certificate shall be in scope of the bidder and cost to be borne by the bidder.

The Bidder should submit valid test certificate for the crane to be deployed at site at the time of bidding. Load test has to be conducted at site as per the test procedure after assembly of crane at site for which necessary load materials shall be provided by BHEL. Bidder must also furnish Insurance coverage details of the crane at Site at the time of deployment of crane.

- 1.2.9 The Spare components of crane shall be stacked properly at the space given by BHEL. BHEL shall provide necessary transportation facility for shifting components near to crane from stacked area for further use during the contract. BHEL shall not be responsible for any material loss or damage at site. Contractor shall deploy necessary security for their property.

- 1.2.10 Interested bidders are requested to visit the above site to see the site conditions before submitting the offer.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME IA PART – I CHAPTER – III 1.3 FACILITIES IN THE SCOPE OF CONTRACTOR / BHEL (SCOPE MATRIX)

1.3.1 PART 1

Sl.No.	Description PART I	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.3.1.1	ESTABLISHMENT			
1.3.1.1.1	FOR CONSTRUCTION PURPOSE:			
1.3.1.1.1.1	Open space for office	Yes		
1.3.1.1.1.2	Open space for storage	Yes		
1.3.1.1.1.3	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
1.3.1.1.1.4	Bidder's all office equipments, office / store / canteen consumables		Yes	
1.3.1.1.1.5	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
1.3.1.1.1.6	Firefighting equipments like buckets, extinguishers etc		Yes	
1.3.1.1.1.7	Fencing of storage area, office, canteen etc of the bidder		Yes	
1.3.1.1.2	FOR LIVING PURPOSES OF THE BIDDER			
1.3.1.1.2.1	Open space		Yes	
1.3.1.1.2.2	Living accommodation		Yes	
1.3.1.2	ELECTRICITY			
1.3.1.2.1	Electricity of Voltage 415 / 440 V For the office placed within the plant premises	Yes Chargeable		
1.3.1.2.1.1	Single point source from the nearest SS for office within the plant premises	Yes Chargeable		.
1.3.1.2.1.2	Further distribution for the work to be done which include supply of materials and execution		Yes	
1.3.1.2.2	Electricity for the office, stores, canteen, labour colony etc of the bidder which include:		Yes	

TECHNICAL CONDITIONS OF CONTRACT

1.3.1.2.2.1	Distribution from single point including supply of materials and service		Yes	
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Sl.No.	Description PART I	Scope to be taken care by		Remarks
		BHEL	Bidder	
1.3.1.2.2.2	Supply, installation and connection of material of energy meter including operation and maintenance		Yes	
1.3.1.2.2.3	Duties and deposits including statutory clearances for the above		Yes	
1.3.1.2.2.4	Demobilization of the facilities after completion of works		Yes	
1.3.1.2.3	Electricity for living accommodation of the bidder's staff, engineers, supervisors etc on the above lines		Yes	
1.3.1.3	WATER SUPPLY			
1.3.1.3.1	For construction purposes:			
1.3.1.3.1.1	Making the water available at single point		Yes	
1.3.1.3.1.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.3.1.3.2	Water supply for bidder's office, stores, canteen etc		Yes	
1.3.1.3.2.1	Making the water available at single point		Yes	
1.3.1.3.2.2	Further distribution as per the requirement of work including supply of materials and execution		Yes	
1.3.1.4	LIGHTING			
1.3.1.4.1	For construction work (supply of all the necessary materials) At office storage area At the preassembly area At the construction site /area		Yes	

TECHNICAL CONDITIONS OF CONTRACT

1.3.1.4.2	For construction work (Execution of the lighting work / arrangements) At office storage area At the preassembly area At the construction site /area		Yes	
1.3.1.5	COMMUNICATION FACILITIES for site operations of the bidder	-		
1.3.1.5.1	Telephone, Fax, internet, intranet, email etc		Yes	

1.3.2. Open Space

- 1.3.2.1. Minimum Open space as made available by customer will be provided at free of charges to the contractor, for construction of temporary office shed, contractor's stores shed(s).
- 1.3.2.2. BHEL shall not provide to the contractor any residential accommodation to any of his staff and the contractor has to make his own arrangements. Contractor has to make his own arrangements for labour colony.
- 1.3.2.3. Location and area requirement for office / storage sheds / Assembly area shall be discussed and mutually agreed to.

1.3.3. ELECTRICITY:

- 1.3.3.1. Electricity **will be provided at single point on chargeable basis** to Contractor. Further distribution shall be arranged by the contractor at his cost.
- 1.3.3.2. BHEL is not responsible for any loss or damage to the contractor's equipment as a result of variations in voltage / frequency or interruptions in power supply.
- 1.3.3.3. Any duty, deposit involved in getting the Electricity shall be borne by the bidder. As regards to contractor's office shed also, all such expenditure shall be borne by the contractor.
- 1.3.3.4. Contractor has to make his own arrangements for his electricity requirement for his labour colony at his cost.

1.3.4. CONSTRUCTION WATER

Water shall be arranged by contractor at his cost.

1.3.5. DRINKING WATER

Bidder shall provide drinking water for their staff at their cost.

1.3.6. CONTRACTOR'S OBLIGATION ON COMPELTION

On completion of the work, all temporary buildings, structures, cables etc. shall be dismantled and levelled and debris shall be removed by the contractor at his cost. In the event of failure to do so, the expenditure towards clearance of the same will be recovered from the contractor. The decision of BHEL Engineer in this regard is final.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER – IV

1.4 T&PS and MMEs TO BE DEPLOYED BY CONTRACTOR

The following minimum major Tools & Plants and MMEs shall be deployed by the contractor for execution of this contract with in the quoted rate:

- 1.4.1 Necessary tools and tackles and crane spares should be made available by the bidder immediately to attend the break downs if any.
- 1.4.2 Necessary structural supports / stands/Sleepers that are required for resting booms etc., for booms extension and reduction and supervision / guidance for the above job are included in the scope of bidder. BHEL shall give the working area in level condition, further if any Steel Plates, Matts are required for marching the crane or to park the crane while lifting load shall be arranged by the bidder.
- 1.4.3 All the consumables such as lubricants (gear oil, hydraulic oil, engine oil etc) spare parts etc., except fuel for regular operation of the crane has to be arranged by the bidder. The rate quoted for monthly hire charges shall be inclusive of such consumables, lubricants, spare parts etc. In case contractor fails to provide the required consumables in time, BHEL reserves the right to supply the same and deduct the cost from bidder's (Crane Hiring Contractor) bill with applicable overhead charges. For recording the hours of operation, vendor is required to maintain a separate register at site, which shall be certified by site engineer.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER - V

1.5 T&Ps AND MMEs TO BE DEPLOYED BY BHEL ON SHARING BASIS

1.5.1 List of T&Ps to be made available by BHEL to contractor free of hire charges on sharable basis.

- a. Only BHEL cranes as available at site will be provided free of hire charges including fuel and operator for unloading from trailer, Assembly, commissioning, dismantling and loading of the hired crane at site. In case BHEL is not able to provide operator for the aforesaid crane for whatsoever reason, it is the responsibility of the bidder to arrange operator at their own cost for safe unloading, dismantling and loading.
- b. For boom extension and reduction of the hired crane, assist crane available at site will be provided by BHEL free of charges with fuel and Operator.
- c. Fuel oil (HSD) for normal operation of the crane shall be provided by BHEL / BHEL's erection contractor after the crane is accepted by BHEL after first load test at site till the service are being utilized by BHEL.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER - VI

1.6 CONTRACT PERIOD

1.6 **CONTRACT PERIOD**

The entire contract period shall comprise of Mobilisation period, Hiring Period & demobilization period as mentioned below.

1.6.1 **Commencement of Contract Period**

The contract period shall commence from the date of written intimation for deployment of crane from Site Construction Manager, 1x800MW North Chennai Stage III Site, Tamilnadu.

1.6.2 **Initial mobilization and tentative schedule for deployment and commencement of Hiring period:**

The deployment schedule of the crane indicated below is tentative. Crane shall be deployed and made operational (First successful load testing) at Site within thirty (30) Days from the written intimation for deployment of crane from Site Construction Manager, 1x800MW North Chennai Stage III Site, Tamilnadu.

1.6.3 **Commencement of Hiring period**

The hiring period shall commence from 1st successful load testing of the Crane with mutually agreed boom length at Project Site and acceptance by BHEL.

Sl. No.	Description	Tentative Deployment Month / Year	Initial Hiring Period	Quantity
01	250MT Capacity Hydraulic Crawler Crane with Luffing Jib	November 2024	8 Months	01 No.

1.6.4 Similarly, the crane shall be demobilized from site within 15 days from the date of intimation by Site Construction Manager for demobilization.

1.6.5 In case of exigency site requirement, BHEL reserve the right to further extend the contract beyond initial hiring period, at the same terms and conditions of Tender with rate as per the rate Schedule.

1.6.6 If the performance / services of the Contractor or the deployed crane are not to the satisfaction of BHEL, the contract is liable for termination without prior notice.

1.6.7 Foreclosure of Contract: BHEL reserves the right of foreclosing the Contract within the initial hiring period or extended hiring period with 15 days advance notice without assigning reason and no payments will be made for the period of foreclosure (i.e after the 15 days' notice period). Hiring charges of the crane, in such case shall be paid on pro rata basis of the monthly rate for the no. of days worked at site.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER - VII

1.7 NORMAL WORKING HOURS

- 1.7.1 The services of the crane with crane crew shall be made available to BHEL for round the clock operation (for duration of Twenty four hours per day). Every 12 hrs working period shall necessarily include one-hour break.
- 1.7.2 However, regular working hours will be 12 hrs (including one hour break) on all the working days and 26 days per month excluding Sundays or Weekly holidays. Timings shall be fixed by site as per operational convenience.
- 1.7.3 Allotment of weekly and other holidays for crane crew is at the discretion of BHEL and will be decided by BHEL 1x800 North Chennai III Site, Tamilnadu according to the requirements from time to time. Only holidays as declared by BHEL apart from weekly off have to be followed. If necessary, Operator with his crew shall be available for the operation of their crane round the clock at normal working days and holidays in exigency.
- 1.7.4 Holiday working and extended hour working shall be at the discretion of site in charge. Working beyond normal working hours of 12 hours and working on weekly / other holidays will be treated as overtime and the charges for the same shall be paid as per Clause No.1.11

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER - VIII

1.8. RATE SCHEDULE

1.8.1 Rates for Monthly Rental of the Crane for the duration as specified at Clause No. 1.6.3 inclusive Operator cum Mechanic, helper, maintenance staff as required, all consumables such as lubricants, grease, filters and spares etc. (excluding fuel during normal operation) based on the Normal working hours as mentioned above including onetime Mobilization and De-mobilization charges together for the crane to & from site are to be quoted as "A" in the Price Schedule Format as per Price bid. Evaluation of the Price Bid will be done based on this quoted rate "A".

1.8.2 Monthly Charges for initial hiring period:

Based on the quoted rate, Monthly Charges for Crane Hiring would be fixed as per Formula = $(Ax0.70) / (\text{Initial Hiring period in Months})$.

1.8.3 Mobilization and De-Mobilization Charges:

Mobilization Charges would be fixed as per formula = $(Ax0.15)$ and

Demobilization Charges would also be fixed as same, as that of Mobilization charges, i.e., as per formula = $(Ax0.15)$.

1.8.4 The price quoted shall be inclusive of operation (excluding fuel for normal operation) and preventive as well as breakdown maintenance of the crane. The bidder shall deploy operator-cum-mechanic, Helper and Maintenance crew to ensure smooth operation and maintenance of the crane without affecting work. Overtime charges will be paid as specified at 1.11, Specific Terms and Conditions and no other extra payment shall be made.

1.8.5 In case of exigency of site requirements, BHEL reserves the right to further extend the contract beyond contractual period. In case of extension period, if any, the Monthly Hire Charges for extended period will be paid as 90% of Monthly Charges for initial hiring period. No additional Mobilization and demobilization charges applicable during extended period.

1.8.6 Contractor shall fully understand equipment 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 rates.

1.8.7 The tenderer shall quote the rates as per the rate schedule only, in part II price bid (Original). Conditional price bid or price bid with any deviation / clarification etc. are liable to be rejected. No cutting / erasing / over writing shall be done.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER - IX

1.9 TERMS OF PAYMENT

1.9. Terms of payment:

- 1.9.1. PVC, ORC, Secured Advance & Advance for Mobilization are not applicable for this tender.
- 1.9.2. 5% Retention Amount as per clause 2.22 of GCC is Applicable for this Tender. Since Performance Guarantee of workmanship is not applicable for this tender, 100% of Retention amount shall be refunded along with Final Bill.
- 1.9.3. Payment of monthly agreed hire charges will be made once in a month at 1x800MW North Chennai Stage III site, Tamilnadu as certified by the BHEL Engineer-In-charge at site as per the terms and conditions.
- 1.9.4. Mobilization and demobilization charges shall be payable as per CL- 1.8.3. Payment of mobilization charges shall be made at 1x800MW North Chennai Stage III site, Tamilnadu on successful commissioning and load testing of the crane by the Tenderer as certified by the BHEL Engineer In-charge.
- 1.9.5. Payment of demobilization charges shall be made at 1x800MW North Chennai Stage III site, Tamilnadu on receipt of written confirmation from site In charge of BHEL that crane has been dismantled and removed from site in all respects by the Tenderer.
- 1.9.6. Contractor has to make his own arrangement at his cost for completing the formalities, for bringing all their material, and equipment etc at site or the execution of the work, including arrangement of Road Permits if any and as applicable under the relevant acts, etc.,
- 1.9.7. Note:
 - 1.9.7.1. RA bill payments as per Chapter-X of SCC (Volume IB).
 - 1.9.7.2. Refer Part-II, Chapter-1 of Technical Conditions of Contract (TCC) for Corrections & Revisions in GCC & SCC.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER - X

1.10 TAXES AND OTHER DUTIES

1.10. TAXES

1.10.1. Goods and service Tax (GST) & Cess

1.10.1.1. 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.

1.10.1.2. 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.

1.10.1.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will be as below:

BHEL GSTN	- 33AAACB4146P2ZL
NAME	– BHEL SITE OFFICE
ADDRESS	BHEL SITE OFFICE, NORTH CHENNAI STAGE III (1X800 MW), ATHIPATTU, CHENNAI TIRUVALLUR DISTRICT – 600120.

1.10.1.4. 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.

1.10.1.5. 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.

1.10.1.6. 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.

1.10.1.7. 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.

1.10.1.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.

1.10.1.9. 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.

TECHNICAL CONDITIONS OF CONTRACT

1.10.1.10. 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 classification by contractor shall not be paid by BHEL.

1.10.2. All taxes and duty other than GST & Cess

1.10.2.1. 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.

1.10.3. Statutory Variations

1.10.3.1. 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.

1.10.4. New Taxes/Levies –

1.10.4.1. 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.

1.10.5. Direct Tax

1.10.5.1. 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.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER -XI

1.11 SPECIFIC TERMS AND CONDITIONS

1.11 SPECIFIC TERMS AND CONDITIONS

1.11.1 Working on weekly holidays and other holidays and extended hour working beyond Normal Working Hours shall be considered as overtime. For Contract period, it is payable pro rata at 25% of the monthly accepted crane hiring charges and for extended period of hiring shall be worked out pro rata at 25% of accepted monthly hire charges at the time of extension.

1.11.2 Calculation for hourly rate for Holiday working and extended hour working within Contract Period of hiring =

$$\frac{\text{Monthly hire charges for initial hiring period} \times 0.25}{26 \text{ days} \times 12}$$

1.11.4 Calculation for Holiday working and extended hour working for extended period of hiring beyond the Contract Period =

$$\frac{\text{Monthly hire charges for extended period} \times 0.25}{26 \text{ days} \times 12}$$

1.11.5 Regular/Breakdown Maintenance Period of One day per Month shall be permitted. The same shall be decided in consultation with BHEL Engineer. Bidder shall carry out preventive maintenance beyond normal working hours or as per schedule agreed with BHEL Engineer.

1.11.6 The Accepted rate, shall remain firm throughout the contract period.

1.11.7 In case of exigency of site requirements, BHEL reserves the right to further extend the contract beyond contractual period. Rate of payment will be as per CI 1.8.5

1.11.8 The offer submitted by the agency shall be kept valid for a period of 180 days from the date of tender opening.

1.11.9 The accepted rate shall be inclusive of maintenance and operation of the crane. The bidder should provide one mechanic cum Operator and helper as required for operation and maintenance of their cranes at site without affecting the work.

No Advance payment will be made by BHEL for this contract.

1.11.10 The crane to be offered should be in good working condition as on date of opening of Technical bid and Bidders to submit a self-declaration in their letter head for the same. The physical inspection of crane at its present location will be carried out by BHEL if required.

1.11.11 The deployed crane should give trouble free operation without affecting the erection work.

TECHNICAL CONDITIONS OF CONTRACT

- 1.11.12 The bidder must maintain and operate crane regularly at site with their manpower. Breakdown/repair should be immediately attended by the bidder. The bidder shall maintain a log book giving full operation, routine/ preventive maintenance and break down details and obtain signature of Engineer In charge of site on a daily basis or as per the site procedure. Original log sheets shall be submitted to BHEL at the end of every month and before submission of monthly bills at site.
- 1.11.13 The cost of any repair arising during the operation should be borne by the bidder.
- 1.11.14 Necessary tools and tackles and crane spares should be made available by the bidder immediately to attend the break downs at their cost.
- 1.11.15 In case of absence of operator, the bidder should make an alternative arrangement for the continuation of work to meet the erection requirement of site.
- 1.11.16 Shifting of crane within the same site from one location to other location and time period required for extending and reducing the booms shall be considered as within the hiring period.
- 1.11.17 Other than Boom configuration change mentioned at 1.2.1.7, Man power required for boom extension and reduction of the hired crane shall be provided free of cost by BHEL/BHEL's sub-contractor.
- 1.11.18 Bidder shall arrange the entry gate pass for their crew for which necessary documents will be forwarded by BHEL.
- 1.11.19 Crane operators deployed under this contract should possess valid license for crane operation. Necessary documents are to be submitted at site while deploying the operator.
- 1.11.23 Bidder shall be required to take Comprehensive Insurance Policy for the crane with Third Party Liability cover as well as adequate Insurance for Bidder's Crew before deployment of the crane at site. If due to negligence and of non-observation of safety and other precautions, any accident/injury occurs to any other persons/public/property, the bidder shall have to pay necessary compensation and other expenses, if so decided by the appropriate authorities/Statutory Authority.
- 1.11.24 Any loss or damage to BHEL or customer's property due to negligence of the crew employed by the bidder is attributable to the bidder.
- 1.11.25 **PERFORMANCE OF THE VENDOR**

Performance of the vendor shall be measured as per attached Annexure. 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.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER -XII

1.12 PENALTY

1.12 Penalty:

- 1.12.1 If the crane could not be utilized due to any failure of the crane, over and above the regular/Breakdown maintenance period of one day per month, the proportional amount towards Crane Hire charges, for the total hours taken for making the crane operational shall not be paid.
- 1.12.2 If the non-availability of the crane extends beyond one week after regular maintenance period, then additionally Penalty will be charged @ rate of 10% of the Daily Hire Charges, for every day of non-availability (including intervening Sundays and holidays), limited to 10% of the Awarded Contract Value or Executed Contract value, whichever is higher.
- 1.12.3 In case of total failure of the crane at site, the contractor should substitute a similar crane within 4 weeks which will be treated as idle period and no hire charges shall be paid for this period. Failing which, BHEL may engage a suitable crane at the Risk and Cost of the Contractor as per Clause 2.7 of GCC. The decision of BHEL in this regard shall be final and binding on the contractor.

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER -XIII

The following clauses of GCC/SCC are not applicable for this tender.

GCC

- 2.7.9 – Liquidated Damages,
- 2.9 – Progress Monitoring, Monthly review and Performance Evaluation,
- 2.10 – Time of Completion,
- 2.11.2-2.11.4, 2.11.6 – Extension for Time of Completion,
- 2.12 – ORC,
- 2.13 – Interest Bearing Recoverable Advance,
- 2.14- Quantity Variation,
- 2.15 – Extra Works,
- 2.16- Supplementary Items,
- 2.17 – PVC,
- 2.24 – Performance Guarantee for Workmanship.

SCC

- 1.0 – General Intent of the Specifications
- 2.0 – General Services to be rendered by the Bidder
- 3.0 – General technical Requirements
- 4.0 – Obligations of Contractor
- 6.0 -- Material handling, Storage, Preservation, etc.,
- 7.0 – Drawings
- 8.0 – Inspection and Quality
- 11.0 – Performance Monitoring.

Forms and Procedures

- 1.14 – Monthly plan and review with contractors (Form F-14 Rev 00)
- 1.15 – Monthly performance Evaluation of Contractor (Form F-15)
- 1.17 – Evaluation of Contractor Performance Annual (Form F-17)
- 1.18 – Evaluation of Contractor Performance for the contract (Overall)
(Form F-18)
- 1.19 – Milestone Completion Certificate (Form F-19)
- 1.26 – Analysis of unit rates quoted (Form F-26)

TECHNICAL CONDITIONS OF CONTRACT

Following Clauses are Modified / Revised / Added in GCC as below:

Sl no.	GCC Clause No.	GCC clause Modified / Revised / Added
I.	1.9.1, Sl. No. (ii)	The following mode of deposit, Sl. No. (e) is added: e) Insurance Surety Bonds
II.	1.10.3, Sl. No. (vi)	The following Clause, Sl. No. (vi) is deleted: Security deposit can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required security deposit is collected. However, in such cases at least 50% of the required Security Deposit, including the EMD, should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills as described above
III.	1.10.3, Sl.No.(vii)	The following mode of deposit, Sl. No. (vii) is added: e) Insurance Surety Bonds
IV.	Note mentioned under the GCC Clause 1.10.3	Note mentioned under GCC Clause 1.10.3 is revised as below: Note: (1) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith. (2) In case of delay in submission of security deposit, enhanced security deposit which would include interest (Repo rate +4%) for the delayed period, shall be submitted by the bidder.
V.	1.10.8	GCC Clause 1.10.8 is revised as below: Bidder agrees to submit security deposit required for execution of the contract within the time period mentioned. In case of delay in submission of security deposit, enhanced security deposit which would include interest (Repo rate+4%) for the delayed period, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest
VI.	2.13.6	GCC Clause 2.13.6 is revised as: The rate of interest applicable for the above advances shall be the repo rate prevailing on the date of release of advance plus 4%, and such rate will remain fixed till the total advance amount is recovered

TECHNICAL CONDITIONS OF CONTRACT

SI no.	GCC Clause No.	GCC clause Modified / Revised / Added
VII.	2.22.1	<p>GCC Clause 2.22.1 is revised as:</p> <p>Retention Amount shall be 5% of the Contract Value and shall be furnished through BG in line with clause 1.12 of GCC before payment of first RA Bill. The validity of the said BG shall be initially for the contract period & shall be extended, if so required, up to acceptance of final bill. In case of increase in contract value, additional BG for 5% of differential amount shall be submitted by Contractor before payment of next RA Bill due. Retention Amount can also be recovered at the rate of 10% of the gross amount progressively from each of the running bills of the contractor till the total amount of the required retention amount is collected. In case, contractor opts cash deduction from RA bills in the beginning & subsequently offers to submit BG later on, then refund of deducted retention amount may be permitted against submission of BG for 5% of the Contract Value.</p>
VII.	New Clause is added and replace the existing clause of Risk & Cost (i.e. 2.7.2.1 to 2.7.3)	<p>Clause 2.7.2 and 2.7.3 are revised as:</p> <p>2.7.2 Breach of Contract, Remedies and Termination</p> <p>2.7.2.1 BHEL shall terminate the contract after due notice of a period of 14 days in any of the following cases, which if not rectified/ improved within the time period mentioned in the notice, then, Breach of Contract will be considered to have been established:</p> <ul style="list-style-type: none"> i). Contractor s poor progress of the work vis- -vis execution timeline as stipulated in the Contract, backlog attributable to contractor including unexecuted portion of work does not appear to be executable within balance available period considering its performance of execution. ii). Withdrawal from or abandonment of the work by contractor before completion of the work as per contract. iii). Non-completion of work by the Contractor within scheduled completion period as per Contract or as extended from time to time, for the reasons attributable to the contractor. iv). Repeated failure of contractor in deploying the required resources, to comply the statutory requirements etc. even after given by BHEL is writing. v). Strike or Lockout declared is not settled within a period of one month. vi). Termination of Contract on account of any other reason (s) attributable to Contractor. vii). Assignment, transfer, subletting of Contract without BHEL s written permission. viii). Non-compliance to any contractual condition or any other default attributable to Contractor. <p>2.7.2.2 Remedies in case of Breach of Contract is established</p> <p>In case Breach of Contract is established, Security Deposit and Retention Amount shall be encashed/ forfeited. This is without prejudice to BHEL s right to levy of liquidated damages, debarment etc. which shall be applied</p>

TECHNICAL CONDITIONS OF CONTRACT

		<p>as per the provisions of the contract. Sequence of recovery to be made in case of breach of contract is established, is as below:</p> <ul style="list-style-type: none">a) In case the value of Security Deposit & Retention Amount, available for the Contract, is less than 10% of the Contract Value, the balance amount shall be recovered from dues available in the form of Bills payable to contractor, BGs against the same contract etc.b) Demand notice for deposit of balance recovery amount shall be sent to contractor, if funds are insufficient to effect complete recovery against dues indicated in (a) above.c) If contractor fails to deposit the balance amount to be recovered within the period as prescribed in demand notice, following action shall be taken for balance recovery:<ul style="list-style-type: none">i) Dues payable to contractor against other contracts in the same Region shall be considered for recovery.ii) If recovery cannot be made out of dues payable to the contractor as above, balance amount to be recovered, shall be informed to other Regions/Units for making recovery from the Unpaid Bills/Running Bills/SD/BGs/Final Bills of contractor.iii) In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor. <p>Note:</p> <ul style="list-style-type: none">1) In addition to above, levy of liquidated damages, debarment, termination, short-closure etc. shall be applied as per provisions of the contract.2) If tendering is done for the balance work, the defaulted contractor (including all the members/partners in case of JV/ partnership firm) shall not be eligible for either executing the balance work or to participate in the tender(s) for executing the balance work. <p>2.7.3 In case Contractor fails to deploy the resources as per requirement informed by BHEL in writing to expedite the work, BHEL can deploy own/hired/otherwise arranged resources and recover the expenses incurred from the dues payable to contractor. Recoveries shall be actual expenses incurred plus 5% overheads or as defined in TCC.</p>
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TECHNICAL CONDITIONS OF CONTRACT

IX.	2.7.7	<p>GCC Clause 2.7.7 is revised as: BHEL may permit or direct contractor to demobilize and remobilize at a future date as intimated by BHEL in case of following situations for reasons other than Force majeure conditions and not attributable to contractor:</p> <ul style="list-style-type: none"> i) suspension of work(s) at a Project either by BHEL or Customer, or ii) where work comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than three months <p>In such cases, charges towards demobilization and remobilization shall be as decided by BHEL after successful remobilization by contractor at site, and decision of BHEL shall be final and binding on the contractor. After remobilization, all conditions as per contract shall become applicable. In case Contractor does not remobilize with adequate resources or does not start the work within the period as intimated, then BHEL reserves the right to terminate the contract and effect remedies under Clause 2.7.2.2. Duration of the contract/time extension shall be revised suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.</p>
X.	2.11.3	<p>GCC Clause 2.11.3 is revised as: However, if any Time extension is granted to the contractor to facilitate continuation of work and completion of contract, due to backlog attributable to the contractor alone, then it shall be without prejudice to the rights of BHEL to impose penalty/LD for the delays attributable to the contractor, in addition to any other actions BHEL may wish to take under clause 2.7.2 of GCC i.e. Breach of Contract, Remedies and Termination.</p>
XI.	2.19.1	<p>GCC Clause 2.19.1 is revised as: The contractor will be fully responsible for all disputes and other issues connected with his labour. In the event of the contractor's labour resorting to strike or the Contractor resorting to lockout and if the strike or lockout declared is not settled within a period of one month, it may be considered as Breach of Contract under Clause 2.7 and the remedies under Clause 2.7.2.2 may be executed, at the discretion of BHEL.</p>

TECHNICAL CONDITIONS OF CONTRACT

XII.	2.24.1	<p>GCC Clause 2.24.1 is revised as:</p> <p>Even though the work will be carried out under the supervision of BHEL Engineers the Contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of Twelve months from the date of commencement of guarantee period as defined in Technical Conditions of Contract, for good workmanship and shall rectify free of cost all defects due to faulty erection detected during the guarantee period. In the event of the Contractor failing to repair the defective works within the time specified by the Engineer, BHEL may proceed to undertake the repairs of such defective works, by itself, without prejudice to any other rights and recover the cost incurred for the same along with 5% overheads from the Security Deposit.</p>
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TECHNICAL CONDITIONS OF CONTRACT

VOULME-1A PART-1 CHAPTER-XIV

FORMAT – DETAILS OF OFFERED CRANE

SI No.	Description of owned Crane (Model)	Make	Capacity	Crane Year of Manufactu ring	Current Status of Deployment	Current Location of Crane	Percentage of Work Completed (If applicable)	Proposed date of release from Current deployment

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER -XV EVALUATION OF VENDOR PERFORMANCE

NAME OF PROJECT / SITE:

NAME OF THE VENDOR:

ORDER REFERENCE:

PERFORMANCE FEEDBACK YEAR/QUARTER:

Sl No.	CRITERIA	MAX SCORE	WEIGHTAGE	SCORE OBTAINED	WEIGHTED SCORE
1	MANPOWER	10	2.5	25	
2	QUALITY	20	3	60	
3	OTHERS	10	1.5	15	
TOTAL WEIGHTED SCORE (OUT OF 100)					
LESS: Score for Accidents attributable to Contractor during the reporting period (Major @ 3, Minor @1)					
Major Accidents – Fatal, Permanent Disability, Major damage to Equipment					
Minor Accidents – All Others					
Net Weighted Score (out of 100)					
Overall Performance Evaluation			Good / Satisfactory / Unsatisfactory		
Net Weighted Score					
80% and above			Good		
Between 60% to 80%			Satisfactory		
60% and Below			Unsatisfactory		

TECHNICAL CONDITIONS OF CONTRACT

VOLUME-IA PART-I CHAPTER -XVI VENDOR PERFORMANCE FEEDBACK

NAME OF PROJECT / SITE:

NAME OF THE VENDOR:

ORDER REFERENCE:

PERFORMANCE FEEDBACK YEAR/QUARTER:

Sl No.	Details	PERFORMANCE FEEDBACK				
		5	4	3	2	1
01	MANPOWER					
1.1	Deployed Crew Skill					
1.2	Job Co-ordination Skill					
2	QUALITY					
2.1	Crane Performance					
2.2	Attending to Breakdowns					
2.3	Response to Site Requirement					
2.4	Work as per Customer Satisfaction					
3	OTHERS					
3.1	Behavioural Aspect					
3.2	Responsiveness to statutory regulations and compliance level					

(Signature of Site Engineer)

(Signature of Construction Manager)