

**3217**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



# **CONTENTS**

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<b>Sl. No.</b>	<b>DESCRIPTION</b>	<b>Chapter</b>
<b>Volume-IA</b>	<b>Part-I: Contract specific details</b>	
1	Project Information	Chapter-I
2	Scope of Work and Technical Specifications	Chapter-II
3	Facilities in the scope of Contractor/BHEL	Chapter-III
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
5	Facilities by BHEL	Chapter-V
6	Time Schedule and Mobilization	Chapter-VI
7	Terms of Payment	Chapter-VII
8	Taxes and other Duties	Chapter-VIII
9	Drawings	Chapter-IX
10	General	Chapter-X
11	Rate Schedule & Price Bid related	Chapter-XI
12	Instruction for filling up appendices	Chapter-XII

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I: PROJECT INFORMATION

### 1.0

Sl. No.	Site Name	Address
01	Koradi Thermal Power Plant	2x660MW Koradi Thermal Power Plant, Nagpur Maharashtra
02	GSECL Ukai	1x800MW STPP GSECL Ukai Gujrat
03	CSPGCL Korba	2x660MW CSPGCL Korba West Chhattisgarh
04	Satpura	1x660MW Satpura
05	TALCHER	BHEL Site Office, 2X660 MW NTPC Talcher, STPP EPC Project, Stage-III, AT/POST: TALCHER THERMAL, NEAR TALCHER THERMAL TOWNSHIP, DISTT-ANGUL PIN -759101, ODISHA

The list provided above is not exhaustive. In future new site will be added which will be communicated to bidder.

Above information furnished are for general guidance of contractor. However, bidder is advised to visit the site and appraise himself about the conditions of site and infrastructure available in the area for fulfilling their commitments under the contract. All costs associated with site visits shall be borne by the bidder.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Works and Technical Specifications

### 2.0. BROAD SCOPE OF WORK.

**FRAMEWORK AGREEMENT FOR HIRING OF CRAWLER CRANES (80MT, 150MT, 250MT & 350MT) FOR BHEL PSWR SITES FOR THREE YEARS.**

The crane shall be engaged at BHEL PSWR sites for the work of Erection, loading/unloading or any other work as per instructions of the BHEL Engineer-in-Charge.

### 2.1. Technical details (as in table below) for CRAWLER CRANES.

The offered crane shall meet the requirements as per **CATEGORY OF THE CRANE** as mentioned below:

#### a) **80 MT CAPACITY HYDRAULIC CRAWLER CRANE**

Technical Requirement		
Sl. No.	Description of Parameter/Feature	Details/Requirement
1	Rated Capacity of Crane (with Basic Boom at Minimum Operating Radius) without Heavy Lift Attachment	80 MT
2	Boom Type	Tubular Lattice
3	Total Boom Length	45 m or above
4	Jib Type	Fixed
5	Jib Length	9 m or above
6	<b>Pre-qualified Crane models for this category</b>	SANY SCC800C, SANY SCC1000A-6, SANY SCS800A, SANY SCC1000A, SANY SCC 800A-1, ZOOMLION QUY80, ZOOMLION QUY100, ZOOMLION ZCC850V-1, Fushun QUY100A, Fushun QUY80B, ACE ACX810 & XCMG XGC80-I.
7	<b>Additional Crane models offered by bidder</b>	

#### b) **150 MT CAPACITY HYDRAULIC CRAWLER CRANE**

Technical Requirement		
Sl. No.	Description of Parameter/Feature	Details/Requirement
1	Rated Capacity of Crane (with Basic Boom at Minimum Operating Radius) without Heavy Lift Attachment	150 MT
2	Boom Type	Tubular Lattice
3	Total Boom Length	76 m or above
4	Jib Type	Fixed
5	Jib Length	30 meter or above
6	<b>Pre-qualified Crane models for this category</b>	SANY SCC1500C, SANY SCC1500D, SANY SCI1500A, SANY SCS1500A, XCMG QUY150, XCMG XCG150IA, XCMG XLC 150, Fushun QUY150, Fushun QUY150C, Fushun QUY150A, ZOOMLION QUY180, ZOOMLION QUY160, ZOOMLION ZCC 1500V, Kobelco CKL1350i.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Works and Technical Specifications

Technical Requirement		
Sl. No.	Description of Parameter/Feature	Details/Requirement
7	Additional Crane models offered by bidder	

### c) 250 MT CAPACITY HYDRAULIC CRAWLER CRANE

Technical Requirement		
Sl. No.	Description of Parameter/Feature	Details/Requirement
1	Rated Capacity of Crane (with Basic Boom at Minimum Operating Radius) <b>without</b> Heavy Lift Attachment	250 MT
2	Boom Type	Tubular Lattice
3	Total Boom Length	83 meter or above
4	Jib Type	Luffing Jib
5	Jib Length	52 meter or above
6	Pre-qualified Crane models for this category	SANY SCI2600A, SANY SCC2500, SANY SCC2500C, SANY SCC3000US, XCMG XLC250, Zoomlion QUY260, Zoomlion ZCC2600, Zoomlion ZCC 2600-2, Kobelco CKL2600i, Kobelco CKE 2500-2, Fushun QUY250-1.
7	Additional Crane models offered by bidder	

### d) 350 MT CAPACITY HYDRAULIC CRAWLER CRANE

Technical Requirement		
Sl. No.	Description of Parameter/Feature	Details/Requirement
1	Rated Capacity of Crane (with Basic Boom at Minimum Operating Radius) <b>without</b> Heavy Lift Attachment	350 MT
2	Boom Type	Tubular Lattice
3	Total Boom Length	86 meters or above
4	Jib Type	Luffing Jib
5	Jib Length	60 meter or above
6	Pre-qualified Crane models for this category	Liebherr 1350-1, Liebherr LR 1400-2, SANY SCC3500A-8, XCMG XLC350, TEREX DEMAG CC2400-1.
7	Additional Crane models offered by bidder	

### e) Offered Cranes shall be equipped with Safety Devices as mentioned below:

- i. Cut off devices when exceeding excessive load moment.
- ii. Safe load indicator with display in operator cabin.
- iii. Level Gauge in Operator Cabin.
- iv. Main Hoist, Jib Hoist & Boom Hoist limit switch
- v. Boom back stop.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Works and Technical Specifications

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- vi. Travelling & Swing Flasher/Warning Buzzer.
- vii. Load Moment indicator (LMI).
- viii. Headlight and tail light must be available and in working condition
- ix. Safety valve against pipe and hose rupture in case of hydraulic crane
- x. The bidder/contractor to provide the offered crane details (Model no., Load charts etc.).

**NOTE: - BIDDER SHALL FURNISH RELEVANT DOCUMENT IN SUPPORT OF ABOVE-MENTIONED TECHNICAL SPECIFICATION LIKE CRANE TECH CATALOGUE, LIFT PLAN ETC.**

**Technical Evaluation will be done as per particular Make & Model of Crane. Bidder may deploy any Sl. No. of same Make & Model of Crane.**

### **2.2 GENERAL REQUIREMENTS**

- 2.2.1** The Service Provider agrees to provide **crane services** on a hire basis, as per the technical and operational requirements provided by BHEL, for a period of **Three (3) years** from the effective date of the contract.
- 2.2.2** The crane shall be engaged in the project construction work of power plants consisting of Boiler, Electrostatic Precipitator, SCR System Unit, Various Structures, Tanks, Vessels and other equipment of these plants as per instructions of the BHEL Site Engineer.
- 2.2.3** The offered crane should have all kinds of safety devices including load limiter, height limiter, slewing limiter, grip block, trolley brake etc. which are all mechanical & Electrical integration products, sensitive and reliable with the capability of working in construction site environment. Other additional safety features, if any, should be made available to user without any additional cost.
- 2.2.4** Bidder shall make available the complete set of Main Boom & Jib attachment with offset angle adjustment facility as specified for the crane in one go, that is at the time of mobilization. However, the crane shall be initially and subsequently assembled as per the site requirement to be specified by BHEL site engineer. Bidder shall furnish the details of Main Boom & Jib configuration offered for respective crane in their technical bid.
- 2.2.5** Bidder shall submit along with technical bid a **copy of load chart, range diagram, relevant drawings and technical details** of crane offered as per **Appendix-A Technical Specification Sheet**.
- 2.2.6** The crane shall be equipped with rest platform and guard rail etc., and other protective facilities for operator's personal safety when moving up & down. Bidder shall specifically indicate the climbing facility provided with the crane.
- 2.2.7** **Offered Cranes shall have separate drums for main hook and auxiliary hook (jib hook) so that both are operated independent of each other and should not require any changes from one to another (On mutual agreement basis).**
- 2.2.8** The offered crane should have adequate **safety margin** taking into consideration the specific lift requirement, weight of lifting sling, hook, wire rope and other accessories.
- 2.2.9** No part of the crane shall be loaded beyond safe working load.
- 2.2.10** The age of Cranes should not be more than **13 years** as on the latest date of **deployment of Crane at Site. Relevant document shall be submitted at site in support of manufacturing year of deployed crane.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Works and Technical Specifications

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- 2.2.11** The crane shall be provided with operator, helper, service & maintenance staff & all other consumables (if any) on fixed monthly hire basis, with separate mobilization, demobilization charges.
- 2.2.12** The operator shall possess valid license for crane operation. Necessary documents are to be submitted while deploying the operator. Crane operators deployed under this contract shall be properly qualified.
- 2.2.13** Age of Operator, Helper, Signaller, Maintenance Staff etc., deployed for crane operation/maintenance shall not be less than **25 years and shall not be more than 65 years at any time during deployment of personal at site.**
- 2.2.14** The crane should be in good working condition. Bidder may please note counter weight as required shall be in the scope of supply of bidder. **The subject Crane shall have the capability of working at various heights.**

### **2.3 HEAVY LIFT ATTACHMENT (HLA)**

NOT APPLICABLE.

### **2.4 OPERATION, MAINTENANCE AND OPERATING CREW CHARGES**

- 2.4.1** The price quoted shall be inclusive of operation (**excluding fuel**) 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. The crane shall be available for service on all days of the month. Bidder shall carry out preventive maintenance beyond normal working hours or as per schedule agreed with BHEL engineer.
- 2.4.2** Bidder shall provide all lubricants, spare parts, filters and other necessary consumables (**except fuel**) that are necessary to fulfil the scope of services under this specification within the quoted rates.

### **2.5 FITNESS OF CRANE AS HEAVY LIFTING EQUIPMENT:**

Contractor shall arrange and submit fitness certificate of the assembled crane at site from the statutory authority as applicable at his own cost (After Initial crane assembly, Annual, after repair work etc.) other than reason mentioned below\*.

**\*Fitness certificate if required due to change in boom configuration (Reason not attributable to contractor) shall be in BHEL scope.**

### **2.6 LOAD TESTING AT SITE:**

BHEL will provide suitable load for carrying out the load test on assembled crane, however contractor shall arrange to & fro transportation of such test load within plant premises and return the same after completion of load test at their own cost.

Depending upon the availability of load, the load test shall be conducted at the appropriate radius as applicable for a particular boom length as per crane load capacity chart.

### **2.7 BOOM EXTENSION & REDUCTION**

First assembly of the entire crane including required boom length, as decided by Construction Manager BHEL and dismantling for demobilization are in regular scope of these services.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – II: Scope of Works and Technical Specifications

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For any in-between requirement of boom extension or reduction of the cranes at site, assist crane, manpower, tools and tackles shall be in **BHEL scope**. However, the Contractor shall extend supervisory services of the operating crew for all such instances as necessary for BHEL. This duration shall be treated as services utilized and considered for payment of hire charges.

### **2.8 RELOCATING CRANE WITHIN SITE PREMISES (Applicable for Tyre Mounted Cranes Only)**

When relocating crane within the site premises, BHEL shall arrange/provide trailers for shifting of counterweights of the crane. However, the Contractor shall extend supervisory services for said activity. This duration shall be treated as services utilized and considered for payment of hire charges.



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – III: Facilities in the Scope of Contractor/BHEL

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### **3.0 LUBRICANTS & CONSUMABLES:**

Operation, Maintenance and all Consumables (Hydraulic oil, Engine Oil, Grease, filter elements etc.) required for regular daily running of the Crane as per the working hours mentioned are to be provided by the Contractor. The agency should provide adequate number of Operators, Helpers and Maintenance personnel to ensure Trouble free, uninterrupted Operation, Services and Maintenance of the Crane at Site. In case the Contractor fails to provide the required Consumable etc. in time, BHEL reserves the right to supply the same and deduct the actual cost from Contractor's Bill with 5% overhead cost.

### **3.1 REPAIR & MAINTENANCE COST**

The cost of repairs arising during the operation should be borne by the contractor. Necessary manpower, fuel, lubricants, tools & tackles, assist cranes and spare parts shall be made available by the contractor as a normal scope to attend the breakdowns.

Normally the Maintenance/Greasing activities in the Crane shall be done by the Contractor during Recess/Non-working Period so that crane working hours is not lost due to outage of the Crane. However, any Breakdown/Repair of the Crane shall be immediately attended by contractor at his own cost & risk.

**In case of any loss of crane working hours, due to above mentioned activity, penalty as per TCC clause 7.8 shall be applicable.**

The contractor is to maintain stock of adequate Spares & Consumables with the required Tools & Tackles at Site for this purpose.

A Log book giving full operation/maintenance/downtime if any details shall be maintained by the Contractor at Site and regularly endorsed by the BHEL Site Engineer through his signature on daily basis or as per the site procedure.

### **3.2 SCOPE FOR MOBILISATION & DEMOBILISATION**

Contractor shall arrange suitable capacity assist cranes and Tools & Tackles at the respective project site for unloading of crane sub-assemblies, components, assembly, dismantling / loading of the crane during mobilization & de-mobilization of crane. Contractor shall also arrange to and fro transportation, skilled manpower and consumables at his own cost.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – IV: T&Ps and MME to be deployed by Contractor

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### **4.0 TOOL & PLANTS**

- A CONTRACTOR SHALL DEPLOY ALL NECESSARY T&P TO MEET THE SCHEDULES & AS PRESCRIBED BY BHEL ENGINEER AND REQUIRED FOR COMPLETION OF WORK.

B **MEASURING AND MONITORING DEVICES (MMD):**

AS PER REQUIREMENT.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – V: Facilities by BHEL

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### 5. FUEL.

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 after first load test till the services are being utilized by BHEL. **Consumption of fuel shall be as indicated by the bidder in this offer (Technical Bid).** Excess consumption, if any, due to inefficient engine performance, leakage, theft and other reasons attributable to the bidder/crane shall be on the bidders account. The bidder at his own cost shall arrange and meet the HSD required during breakdown maintenance.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Time Schedule

### 6.1 TIME SCHEDULE & MOBILIZATION

#### 6.1.1 INITIAL MOBILIZATION AND TENTATIVE SCHEDULE FOR DEPLOYMENT OF CRANE:

- A) **Preparation Days: 10 days (Excluding intimation day)** shall be given for preparation/making arrangement for deployment of crane.
- B) **Mobilization Time:** Crane shall be deployed and made operational at site **within 21 days** from date of issue of Work Order or intimation given by BHEL site executive whichever is later (**Excluding the day of intimation/Work Order**). A separate written notice asking to deploy the crane shall be issued by BHEL. Deployment/mobilization days shall be counted from the date of intimation or date of work order, whichever is later (**Excluding the day of intimation/date of work order**).
- C) **Delay in deployment shall attract penalty at the rate of 0.5% of the Individual work order value (Without any extension) per week of delay or part thereof subject to a maximum of 10% of the Individual work order value (Without any extension). In case contract/work order is terminated by BHEL (reason not attributable to contractor) before expiry of regular contract/work order period (i.e. without any extension), then contract/work order value shall be the executed value till such time.**

Example:

- Monthly Hiring Charges = ₹10,000/-
  - Regular Contract Period = 12 Months
  - Mobilization-Demobilization Charges = ₹20,000/-
  - Contract Value = Monthly Hiring Charges X Regular Contract Period + (Mobilization-Demobilization Charges) = 10000 x 12 + 20000 = ₹1,40,000/-
  - Penalty for Deployment Delay for 1 week = 0.005 x 1,40,000 = ₹700/-
- D) **Delay in mobilization for more than 31 days:** BHEL reserves the right to **re-allocate** the work to the other qualified agency or any third-party agency at prevailing market rates by tendering or any other means to deploy the substitute crane in case **crane mobilization by agency is delayed by more than 31 days**. In such case delay period shall be counted from date of individual work order or date of intimation whichever is later till mobilization of substitute crane. Penalty for delay in mobilization shall be as per clause 6.1.1.C above.
- E) **Demobilization clause:** On BHEL instruction, Contractor has to demobilize the crane and clear the site in all respect within 60 days from the date of written notice for demobilization.

#### 6.1.2 Work Order Cancellation by BHEL:

- A) In case crane requirement / Work Order is cancelled by BHEL (Reason attributable to BHEL), penalty for delay in mobilization shall not be applicable.
- B) If BHEL cancels a previously issued Work Order after formal acceptance by the Service Provider, the following shall apply:
- I) In case of **cancellation before mobilization, no compensation** shall be payable.
  - II) In case of **cancellation after mobilization but before start of work**, BHEL will reimburse mob-demob charges (Provided such cancellation is not due to fault or non-compliance by the Service Provider). However, penalty for delay in deployment **as per clause 6.1.1.C above** shall be applicable.

All decisions regarding work allocation, cancellation and reassignment shall rest with BHEL and shall be final and binding on service provider.

#### 6.1.3 TERMINATION & FORECLOSING:

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Time Schedule

### Termination for BHEL's Convenience:

- A) BHEL reserves the right of foreclosing the contract/work order within the contract period with 30 days advance written notice (Except for crane hired for less than a month) without assigning any reason and no payments will be made for the period after foreclosure.
- B) BHEL may at any time terminate the Contract for any reason by giving the Contractor a notice of termination that refers to this clause.
- C) Upon receipt of the notice of termination under this clause the Contractor shall, either immediately or upon the date specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination.
- D) In the event of termination of the Contract under this clause, BHEL shall pay to the Contractor the Contract Price, attributable to the work executed by the Contractor as on the date of termination along with mob-demob charges.

**6.1.4 Termination for Contractor's Default:** BHEL, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith in the following circumstances by giving a notice of termination and its reasons therefor to the Contractor.

- A) Unsatisfactory performance (as per performance criteria).
- B) Breach of contract terms.
- C) Failure to mobilize crane/equipment within stipulated time.
- D) Bankruptcy, insolvency, or closure of business.
- E) if the Contractor has abandoned or repudiated the contract or failed to respond despite a 14 days' notice by BHEL to proceed.
- F) if the Contractor persistently fails to execute the Contract or remedy any breach or persistently neglects to carry out its obligations under the Contract.
- G) Then BHEL may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor, stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within 14 days of its receipt of such notice, then BHEL may terminate the Contract forthwith by giving a notice of termination to the Contractor.
- H) Upon receipt of the notice of termination under this subclause, the Contractor shall, either immediately or upon such date as is specified in the notice of termination, cease all further work, except for such work as BHEL may specify in the notice of termination.
- I) The Contractor shall be entitled to be paid the contract price attributable to the works executed/services performed up to the date of termination **along with mob-demob charges**. Any sums due to BHEL from the Contractor accruing prior to the date of termination and already intimated to the Contractor shall be deducted from the amount to be paid to the Contractor under this Contract.

**6.1.5 Termination by Contractor:** The agency may terminate the individual work order by giving 30 days' notice under the following:

- Unpaid dues exceeding 90 days.

**6.1.6 Non-Acceptance of Work order or Refusal to Deploy:** In the event that the assigned agency refuses or fails to deploy the crane within the stipulated time, BHEL reserves the right to:

- A) Record such instances in the **annual performance evaluation**, impacting continuation or renewal of the contract.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Time Schedule

- B) Foreclosing the contract/work order if above mentioned events occurred Six Times during the contract period (3 Years). It shall be considered as breach of contract and action shall be taken accordingly.**

### **6.1.7 REGULAR WORKING HOURS:**

- A)** The services of crane with operating crew shall be made available to BHEL round the clock (for duration of Twenty-Four hours per day) including total two-hour break for tea and lunch/dinner.
- B)** However, **normal working/duty hours of operating crew will be 12 hours (including 01-hour break for lunch & Tea)** & the same shall be adjusted / agreed to suit the working hours of the project site from time to time. Working beyond normal working/duty of 12 hours shall be treated as overtime and shall be paid on Hourly Overtime charges basis in line with **Clause No. 7.6.3.**

### **6.1.8 HOLIDAYS AND OTHER BENEFITS:**

BHEL holidays (including Sundays) shall be treated as holidays for the operation of this contract. In case services are availed on these days, the same will be treated as overtime and shall be paid on Hourly Overtime charges basis in line with **Clause No. 7.6.3.**

### **6.1.9 VALIDITY OF CONTRACT:**

- A)** The validity of the Rate Contract shall be three (3) years, commencing from the date of issue of the original category-wise Letter of Acceptance (LOA)..
- B)** The crane hiring period shall commence from the date of first successful load testing of the crane with mutually agreed boom length at the project site, followed by written acceptance by BHEL. The duration of crane hiring shall be specified in the individual Work Order. Hiring period/work order may be extended as per BHEL requirements. In case of extension of Hiring period/work order, monthly hiring charges shall only be applicable for extended period. Additional/separate mob-demob charges shall not be applicable for extended period.

**C) Any Work Order issued within the Contract validity period shall fall within the scope of the Contract, irrespective of the actual date of deployment of the crane; however, deployment under the Contract shall be limited to a maximum period of five (5) years from the date of issue of the category-wise LOA.**

**6.1.10 EXTENSION PERIOD:** The contract may be extended at the discretion of BHEL for a further period of **03 (Three) months** on the existing terms and conditions in writing. Any further extension shall be with the consent of both the parties in writing.

**6.1.11 PRICE VARIATION:** Price shall remain firm during contract period (Including extension period if any).

**6.1.12 ORDERING AUTHORITY:** Work Order for deployment of crane shall be issued by HQ.

**6.1.13 FORCE MAJEURE CONDITIONS:** Refer GCC Clause 2.20.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VII: Terms of Payment

### 7.0 PAYMENT TERMS

- 7.1 The contractor shall submit his Running Account (RA) Bills towards mobilization, monthly charges, de-mobilization charges and GST etc., with all the details required by BHEL on or before the specified date every month. Payment of Monthly Hire Charges as certified by the BHEL Engineer-in-Charge will be made once in a calendar month at BHEL Site. Billing cycle may be as per mutually agreed cut-off dates.
- 7.2 Payment for RA Bills will normally be released in around 30 days of submission of the bill with measurement/log sheets. Contractor shall make his own arrangement for making payment of impending labour wages and other dues in the meanwhile.
- 7.3 Progressive Monthly hiring period shall be considered for payment purpose from the date of successful load testing of the crane and till the crane withdrawn for de-mobilization from the site. Mobilization/demobilization, local shifting etc., shall be paid separately.
- 7.4 No advance payments shall be made by BHEL for this contract.
- 7.5 Payment towards mobilization and de-mobilisation of crane shall be made in the manner as specified below.
- 7.5.1 50% of the specified amount for regular mobilization and demobilization will be paid after deployment of the crane complete in all respects including all assemblies, sub-assemblies, accessories & components, assembly of crane as required by BHEL and BHEL's acceptance of load test of assembled crane at site.
- 7.5.2 Remaining 50% of the specified amount for regular mobilization and demobilization will be paid after removing the crane from the project site and clearing the site premises in all respect.
- 7.5.3 **In case bidder offers crane, which is already available at same site/premises where subject crane is to be deployed (On site engineer certification) then mobilization – demobilisation charges for such cases shall be reduced to 50% of regular mobilization – demobilisation charges. In such case, payment towards mobilization and de-mobilisation of crane shall be made in the manner as specified below:**
- a) **First 10% of the specified amount (i.e. 50% of regular mobilization – demobilisation charges)** for mobilization and demobilization will be paid after deployment of the crane complete in all respects including all assemblies, sub-assemblies, accessories & components, assembly of crane as required by BHEL and BHEL's acceptance of load test of assembled crane at site.
  - b) **Remaining 40% of the specified amount (i.e. 50% of regular mobilization – demobilisation charges)** for mobilization and demobilization will be paid after removing the crane from the project site and clearing the site premises in all respect.
  - c) **Assist Crane, Trailers & manpower for mobilization and demobilization of crane shall be in bidder Scope.**
  - d) **For claiming mobilization and demobilization charges of crane as per clause 7.5.3, crane actual mobilization and demobilization is necessary. Contractor has to submit relevant documents such as crane Gate Pass to prove that crane is mobilized from outside the plant/site premises.**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VII: Terms of Payment

7.6 **PRO RATA DAILY & HOURLY HIRE CHARGES:** In case services are availed for part of a calendar month, pro-rata payment of Hire Charges for the utilized number of days shall be made by BHEL as follows.

7.6.1 Pro Rata Daily Hire Charges = Monthly Hire Charges divided by 26.

7.6.2 Pro Rata Hourly Hire Charges = Monthly Hire Charges divided by 312.

7.6.3 **HOURLY OVERTIME CHARGES:** If the crane is required beyond the normal working hours as stipulated in this tender specification, overtime payment shall be made as following.

Hourly Overtime charges = 15% of Pro Rata Hourly Hire charges (as in 7.6.2)

Example: if Pro Rata Hourly Hire Charges is ₹ 100/- then Hourly Overtime charge will be ₹ 15/- only.

7.7 **Charges for 2<sup>nd</sup> Operator & Helper:** if BHEL feels that 2<sup>nd</sup> shift operation is required for round the clock working, the payment for 2<sup>nd</sup> shift operation team shall be as below.

7.7.1 **For 80MT Hydraulic Crawler Crane:** ₹ 41,200/- per month for 2<sup>nd</sup> Operator & ₹ 12,800/- per month for 2<sup>nd</sup> helper.

7.7.2 **For 150MT & 250MT Hydraulic Crawler Crane:** ₹ 54,700/- per month for 2<sup>nd</sup> Operator & ₹ 15,600/- per month for 2<sup>nd</sup> helper.

7.7.3 **For 350MT Hydraulic Crawler Crane:** ₹ 62,300/- per month for 2<sup>nd</sup> Operator & ₹ 15,500/- per month for 2<sup>nd</sup> helper.

7.7.4 **In case services of 2nd Operator & Helper is required / deployed for less than a month, then charges for 2<sup>nd</sup> Operator & Helper shall be paid on pro rata basis as follows:**

A) Pro Rata Daily Hire Charges for 2<sup>nd</sup> Operator & Helper = Monthly Hire Charges for 2<sup>nd</sup> Operator & Helper divided by 26.

B) Pro Rata Hourly Hire Charges for 2<sup>nd</sup> Operator & Helper = Monthly Hire Charges for 2<sup>nd</sup> Operator & Helper divided by 312.

7.7.5 Where charges of 2nd Operator & Helper is paid for any particular period/duration, overtime charges shall not be applicable for that particular period/duration.

7.8 **BREAK IN SERVICES DUE TO BREAKDOWN, ABSENCE OF OPERATING CREW ETC. DISALLOWANCE OF RENTAL/ OFFSETTING OF LOST HOURS**

7.8.1 The contractor shall ensure 100% availability of the services of crane. If, however there is any breakdown of the crane, the services shall be restored at the earliest so as not to affect the work at project site.

If the crane becomes idle for the reasons attributable to Contractor, the idle Period for making the crane ready shall not be paid as rental charges, also a penalty of 10% of the pro rata rental rate (considering 26 working days) for that idle period shall be deducted i.e. total deduction shall be 1.1 times of idle period from crane monthly hire charges on pro-rata basis as per clause no. 7.6 above.

Example:

- Monthly Hire Charge is ₹26,000/-.
- Per day Hire Charge is = ₹26,000/26 days = ₹1,000/-.



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VII: Terms of Payment

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- Crane idle for the reasons not attributable to BHEL- 02 days.
- Monthly Hire Charge = ₹26,000 - 2 \* ₹1000 = ₹24000/-.
- Penalty for 02 days =  $0.1 * 1000 * 2 = ₹200/-$ .
- Monthly Payment = (₹26,000 - ₹ 2000 - ₹ 200) = ₹23800/-.

**7.8.2** If the performance of Crane is not satisfactory or there is a total failure of the crane due to any reason whatsoever, the contractor should replace the same and bring substitute Crane within 20 days from outage without any extra cost to BHEL. **This 20-day period shall be treated as idle and deduction shall be made as stated in clause 7.8.1.** In case of Contractor's failure to do so, BHEL shall make alternative arrangements at the expenses of the contractor. The substitute crane shall only be accepted subject to fulfilment of the tender specifications as mentioned in **TCC clause no.2.1.**

**7.8.3** In case the substitute crane is accepted at site, the previous deployed crane shall be demobilized / removed from site within 60 days after acceptance of substitute crane.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

### **8.0 TAXES, DUTIES, LEVIES (Rev 14 dated 09/10/2020)**

1. All taxes excluding GST, GST Cess & BOCW Cess **but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.**
2. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
3. **GST :**  
The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
4. GST charged in the Tax Invoice/Debit note 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
5. E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.  
If the successful Bidder is not falling under the purview of E-Invoicing then he has to submit a declaration in that respect along with relevant financial statements.
6. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:  
BHEL GSTN – As per **Annexure -1**  
NAME -- Bharat Heavy Electricals Limited  
ADDRESS – Site address
7. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-  
Email id ---- to be intimated later on.  
In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
8. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

9. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
10. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law , GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
11. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

12. **New taxes and duties:-**Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

14. TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.
15. TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.
16. TCS under Income Tax 1961 has been implemented with effect from 1<sup>st</sup> October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions
  - i. Buyer shall be as per clause (a) of section 206C- (1H)
  - ii. Seller shall be as per clause (b) of section 206C- (1H)
  - iii. No TCS is to be collected, if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.

If Successful Bidder is falling under the purview of TCS then he has to submit a declaration in that respect along with relevant financial statements before the start of work or if bidder is falling under preview of TCS during the work in progress then bidder is compulsorily required to submit relevant financial statement in the beginning of the respective FY.

For TCS claim, vendor has to submit relevant documents required as per Income Tax Act.
17. Refer Annexure – 2 for BOCW Act & Cess Act.

### ANNEXURE-1

#### State wise GSTIN no.s of BHEL

Sl. No	Projects under state	GSTIN
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

### ANNEXURE-2

#### BOCW Act & Cess Act

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: Taxes and Other Duties

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the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :

- (i) Number of Building Workers employed during preceding one month.
- (ii) Number of Building workers registered as Beneficiary during preceding one month.
- (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
- (iv) Remittance of Contribution of Beneficiaries made during the preceding month

9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty ( if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.

TECHNICAL CONDITIONS OF CONTRACT (TCC)  
CHAPTER IX – Drawings

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**Not Applicable**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER X – General

### 10.0 General

#### 10.1 VOID

10.2 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).

10.3 Road permits, Octroi, GST and Declaration Forms etc., required for deployment of the crane at the destination sites shall be arranged by the bidder and necessary registration and/or permission as may be applicable in the respective states shall duly be complied with by the bidder. Quoted price/rates shall be inclusive of above. BHEL will neither issue any Road Permit /GST declaration forms for this purpose nor pay any taxes in this regard.

#### 10.4 Other Conditions

10.4.1 In case of any contradiction between “General Condition of Contract” & “Technical Conditions of Contract” of this Tender Specification, the provisions of Technical Condition of Contract shall prevail.

10.4.2 In case of contradictions between Quoted Unit Rate and Total Amount, the quoted Unit Rate shall be taken as correct and total amount recalculated for the intended order quantity.

10.4.3 In case of contradictions between Rates in Figures and Rates Words, the lesser of the two shall be considered as correct.

10.4.4 In case BHEL finds that any bidder has furnished incorrect information, the offer is liable for rejection.

10.4.5 Heavy equipment/Cranes will be tracked with real-time position location for fleet management. Deployment vs planned reports shall be generated. Equipment Condition monitoring data like Service Meter Reading, Operation maps, Loading, fuel levels, operating information, idle time etc. shall be captured. This data shall be captured through Integrated Online Project Monitoring system. All T&P equipment deployed by contractor will be covered/monitored through this system. Minimum 5 signals per equipment should be made available to provide the input to Integrated Online Project Monitoring system. Necessary software/ hardware for aforesaid system shall be provided by BHEL.

10.4.6 All manpower hired/deployed by Contractor for this project shall be monitored through Integrated Online Project Monitoring system by BLE beacons & LoRa backhaul. Every personnel entering in to NTPC site premises for carry out any work shall be tracked. [Separate tagging for visitors]. Geo-fencing /BLE beacon based zoning of the erection area shall be done to track workforce deployment and safety purposes. Work force monitoring Dash board (planned vs actual deployment) shall be made available. BLE beacons & LoRa backhaul shall be provided by BHEL on chargeable basis to contractor. BHEL will provide Tags free of cost for maximum 300 workers, additional tags as required shall be provided by BHEL on chargeable basis @ Rs. 1000/- per tag. In case of damage or missing of issued worker tag, Rs. 1000/- per tag will be charged for issuing new worker tag

10.5 **STATUTORY REQUIREMENTS:** All the statutory requirements as called for by the Labour Laws and other statutory authorities are to be met by contractor and proof of compliance should be made available to BHEL. ESI & EPF as applicable shall be obtained by the Contractor within the quoted rates.



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER X – General

**10.6 GATE PASS FOR MEN & MATERIALS:** Contractor shall arrange the entry/out gate pass for their crew and materials for which necessary documents will be forwarded by BHEL to the client. Contractor shall maintain duly endorsed records of all incoming equipments to facilitate grant of outward gate pass.

**10.7 Responsibilities of Contractor in respect of Local Laws, Employment of Workers etc.** Refer Clause No. 2.8 of Volume-I C GCC.

**10.8 INSURANCE:** Refer Clause No. 2.18 of Volume-I C GCC.

**10.9 ACCOMODATION & LOCAL CONVEYANCE:** Contractor has to make their own arrangement for accommodation, local transport and other amenities for their crew at project site at his own cost.

**10.10 RELIEVERS FOR OPERATING CREW:** In case any member of the operating crew proceeds on leave/ is absent, the contractor shall arrange alternative beforehand for continuation of work to meet BHEL's time-bound erection programme.

**10.11 Safety, Occupational Health and Environmental Management:** As per "Health Safety Environment Plan" which is part of Volume IC-GCC.

**10.12 LIQUIDATED DAMAGES:** As per GCC & conditions in this Technical Bid Volume-I.

**10.13 SECURITY DEPOSIT: 2.5% of Contract Value of individual category + 5% of individual work order value.** Refer Clause no. 1.10 of Volume-I C GCC.

**10.13.1** Upon acceptance of Tender, the successful Tenderer should deposit 2.5% of contract value as Security Deposit towards fulfilment of any obligations in terms of the provisions of the contract.

**10.13.2 Security Deposit as mentioned in clause 10.13.1 shall be released** to the contractor upon completion/closure of Framework Agreement after deducting all expenses/other amounts due to BHEL under the contract/other contracts entered into BHEL with them.

**10.13.3** Upon issue of individual work order, 5% of the individual work order value shall be deposited by the Contractor as follows:

- i) 50% amount shall be deposited in the manner outlined under Clause No. 1.10.3 of General Conditions of Contract (GCC) of tender, before start of the work.
- ii) Balance 50% shall be adjusted against payments due to the Contractor.

**10.13.4** Security Deposit submitted against individual work order shall be released after successful completion of work in all respect **(including demobilisation of crane from site)** as assigned in individual work order.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER XI – Rate Schedule & Price Bid Related

### 11.0 RATE SCHEDULE, QUOTED RATES / PRICE & CONTRACT VALUE.

**11.1** Bidders shall quote their price in the Rate Schedule furnished in “Price Bid Specification” issued as Volume-II of this tender specification.

**11.2** The Rate contract shall be awarded category-wise i.e. as per capacity of cranes. Rates for Monthly Rental of the Crane/s of respective category for the tentative required months shall be inclusive of **all lubricants, grease, spare parts, filters, consumables (except fuel), operator, helper, Maintenance staff etc.** based on the working hours as mentioned in clause 6.1.7 above including Mobilization and De-mobilization charges together for the crane are to be quoted as **A, B, C and D** in the enclosed Price Schedule Format of this Tender. **Evaluation of the Price Bid shall be done separately for each category based on this quoted rate A, B, C & D.**

**11.3** Based on the quoted rate, Monthly Charges for Crane Hiring would be fixed as per following table:

Sl. No.	Category of Crane	Average Duration (in months) (E)	Tentative Number of Cranes required (F)	Total Tentative Crane- Month for all required cranes during Rate Contract period $G = E \times F$	Total Quoted Price including Mobilization & Demobilization charges for G (H)	Monthly Hire Rate/Crane (I)	One-time Mob-Demob Charges per Crane (J)
1	80 MT CAPACITY HYDRAULIC CRAWLER CRANE	36	8	288	A	$A \times 0.943/288$	$A \times 0.057/8$
2	150 MT CAPACITY HYDRAULIC CRAWLER CRANE	23	10	230	B	$B \times 0.922/230$	$B \times 0.078/10$
3	250 MT CAPACITY HYDRAULIC CRAWLER CRANE	24	18	432	C	$C \times 0.903/432$	$C \times 0.097/18$
4	350 MT CAPACITY HYDRAULIC CRAWLER CRANE	24	6	144	D	$D \times 0.867/144$	$D \times 0.133/6$

**11.4** Number of qualified bidders: BHEL intends to engage maximum three bidders in each category. Work shall be distributed among three bidders in the approximate ratio of 50:30:20 in each category on price matching philosophy.

**11.4.1** BHEL reserves the right to split the order between L1 and other qualified bidders. The broad mechanism will be as follows.

**11.4.2** In case number of qualified bidders (N) are three or more, the distribution shall be limited to (N-1) qualified bidders. BHEL shall give counter offer based on the L-1 rates to remaining unsuccessful bidders (i.e. L-2, L-3 .....so on) for their acceptance for further award of work. However on acceptance of rate and as well other provision of tender specification, the preference shall be given to the bidders in order of their price status ( i.e. L-2 will be given first preference for acceptance of L-1 rates, then L-3 and onwards. In case any bidder does not accept the offered L-

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER XI – Rate Schedule & Price Bid Related

1 rates, the counter-offer shall be extended to other bidders in order of price competitiveness). The distribution shall be as described in Clause 14.11.3.

**11.4.3** In case of less than 03 qualified bidders, the distribution shall be as per Clause 14.11.3. BHEL shall give counter offer based on the L-1 rates to remaining unsuccessful bidder (i.e. L-2) for their acceptance for further award of work.

**11.4.4** Modality of work distribution in case Rate Contract is entered with more than one agency shall be as below:

Number of Successful Bidder	1	2		3		
Status of Bidder	L1	L1	L2	L1	L2	L3
% Distribution	100%	60%	40%	50%	30%	20%

**11.4.5** If no other bidder has matched L1 price, the 100% contract shall be awarded to L1 bidder.

**11.4.6** In the course of evaluation, if more than one bidder happens to occupy L1 status, Effective L1 will be decided by soliciting discounts from the respective bidder. In case more than one bidder happens to occupy L1 status even after soliciting discounts, the L1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L1 bidders or their representatives. Ranking will be done accordingly. BHEL's decision in such situation shall be final & binding.

### **11.5 Performance Evaluation Criteria:**

Performance of the Service Provider will be evaluated **annually** on the following parameters:

Sl. No.	Parameter	Marks (A)	Criteria	Marks Obtained or Performance Score
01	Timeliness of Crane Deployment	30	Deployment within agreed timeline	
02	Equipment Uptime	25	Availability during scheduled hours	
03	Safety Compliance	20	Adherence to BHEL safety guidelines	
04	Documentation & Reporting	10	Accurate and timely submission of logs/invoices	
05	Operator Competency	15	Trained/licensed personnel	
	<b>Total Marks</b>			

- A **performance score of 75 or above** is required for continuation of the contract.
- Scores below 60 for two consecutive years may result in **termination or withholding of further orders**.

### **11.6 UNPRICED RATE SCHEDULE:**

Sl. No.	Category of Crane	Average Duration	Tentative Number	Total Tentative Crane- Month for all required	Total Quoted Price including Mobilization &	Monthly Hire Rate/Crane (I)	One-time Mob-Demob
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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER XI – Rate Schedule & Price Bid Related

		(in months) (E)	of Cranes required (F)	cranes during Rate Contract period $G = E \times F$	Demobilization charges (H)		Charges per Crane (J)
1	80 MT CAPACITY HYDRAULIC CRAWLER CRANE	36	8	288	A	$A \times 0.943/288$	$A \times 0.057/8$
2	150 MT CAPACITY HYDRAULIC CRAWLER CRANE	23	10	230	B	$B \times 0.922/230$	$B \times 0.078/10$
3	250 MT CAPACITY HYDRAULIC CRAWLER CRANE	24	18	432	C	$C \times 0.903/432$	$C \times 0.097/18$
4	350 MT CAPACITY HYDRAULIC CRAWLER CRANE	24	6	144	D	$D \times 0.867/144$	$D \times 0.133/6$

### Note:

- 11.7.1** Single Lump sum Rate **A, B, C & D** (i.e. crane category wise) shall be quoted in Rupees by the bidder.
- 11.7.2** Monthly Charges rate and one-time mob & de-mob charges for the respective crane shall be fixed as per formula mentioned in above table (Mobilization & demobilization includes transportation charges etc.).
- 11.7.3** L-1 bidder shall be evaluated crane-category wise on the basis of Single Lump sum rate **A, B, C & D** in rupees as tabulated above and accordingly LOA/LOI for Three Year Rate Contract shall be placed i.e. crane-category wise. However, after placement of Rate contract LOA/LOI, separate work order/s shall be placed as per the actual requirement of crane/s.
- 11.7.4** Hiring period will start from the date of commissioning and load testing of the crane at Site up to the period of last operation of the crane prior to releasing the crane for **demobilizing or 30 days from the date of notice** to demobilisation issued by BHEL (whichever is earlier).
- 11.7.5** Bidder Confirmation regarding quoted/applied category:

Sl. No.	Crane category as mentioned above	Quoted/applied for category (Please Tick)	Remarks
1	80 MT CAPACITY HYDRAULIC CRAWLER CRANE		
2	150 MT CAPACITY HYDRAULIC CRAWLER CRANE		
3	250 MT CAPACITY HYDRAULIC CRAWLER CRANE		
4	350 MT CAPACITY HYDRAULIC CRAWLER CRANE		

- 11.7.6** The rate contract/s shall be awarded crane category-wise. Bidder may quote against any (one or two or three or all four) categories of crane. The category/ categories to which the bidder will be quoting in Price Bid shall be specifically mentioned in the above-mentioned table. In case Bidder has not opted for any of the category in the aforementioned format and price bid of that category has been filled, those price bid shall not be opened/considered, as bidders shall be considered disqualified for that particular category.

### 11.8 FORMAT FOR CRANE SPECIFICATION AND ACCEPTANCE

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CHAPTER XI – Rate Schedule & Price Bid Related

Sl. No.	Description of Parameter/Feature	Details/Requirement
1	Type of Crane	Crawler
2	Rated Capacity of Crane (with Basic Boom at Minimum Operating Radius) <b><u>without Heavy Lift Attachment</u></b>	
3	Boom Type	Telescopic / Tubular Lattice
4	Total Main Boom Length	
5	Jib Type	Fixed / Luffing Jib
6	Jib Length	
7	Jib Angle	
8	Main Boom & Jib Combination	
9	Critical Lift Requirement	
10	Under Hook Height	
11	Hook Blocks	
12	Heavy Lift Attachment (HLA)	
13	Safety Devices Required	
14	Age of Crane	
15	Duration	
16	Mobilisation Time	
17	Deployment (Date/Month)	

Remarks by BHEL:

Date:

Remarks by Bidder:

Date:

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-XII - INSTRUCTION FOR FILLING UP APPENDICES

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### 12.0 INSTRUCTION FOR FILLING UP APPENDICES

12.1 "Appendix-A Tech Specification Sheet" is issued separately. The bidder(s) must submit the technical details of offered crane(s).

Instruction for filling up Appendices: -

1. Appendix-A workbook contains several sheets. Blank Formats for technical and other essential details of offered Crane(s) is provided in this workbook. Bidder may offer more than one crane model for the tender requirement & submit details in separate sheets provided in Appendix-A as part of Technical cum Commercial Bid.
  2. Bidders shall furnish appropriate supporting documents duly furnishing cross-reference in the Appendices.
  3. In case of insufficient space in the Appendix, bidder shall use additional sheets in order to furnish complete information.
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