

3223

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS
LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC) CONTENTS

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Chapter-I: Project Information

1.0	Project Information	
1.1	<u>INTROUCTION</u>	
	<p>BHARAT HEAVY ELECTRICALS LIMITED (BHEL) - A Maharatna company is a Government of India Undertaking. BHEL is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing company of its kind in India engaged in the design, engineering, manufacture, construction, testing, erection and commissioning of power plants in the country and abroad.</p> <p>Intent of this tender is to finalize a framework agreement for engaging the services of manpower for Dismantling, Loading, Assembly and Breakdown Repair & Preventive Maintenance of cranes (owned by BHEL and also for crane that will be owned by BHEL in future at various ongoing and forth-coming power projects of BHEL Power Sector Western Region and other Power Sector Regions . Presently PSWR has presence in the states of Madhya Pradesh, Chhatisgarh, Maharashtra, Gujarat, Goa, Telangana, Jharkhand and also sites on border of Uttar Pradesh, Orissa & Rajasthan state. Contractor shall provide services for the cranes located at site under BHEL or any new site opened in future. List of present site is as under:-</p>	
Sl. No.	CUSTOMER	PROJECT NAME
1	NTPC	NTPC 2x800 MW Telangana STPP SG Island Pkg, Ramagundam
2	TSGENCO	4x270 MW TSGENCO Bhadradi TPS EPC, Telangana
3	NTPC	3x800 MW NTPC Patratu Site, Jharkhand
4	Mahagenco	1x660 MW Bhusawal TPS, Maharashtra
5	NTPC	NTPC TALCHER TPP STAGE III 2X660 MW (EPC)
6	NTPC	NTPC RAMAGUNDAM STG-I & II (3X200 MW + 3X500 MW) - FGD
7	NTPC	NTPC KORBA STG-I, II & III (3X200 MW + 3X500 MW + 1X500 MW) - FGD
8	NSPCL	2x250 MW Bhilai FGD Site
9	NTPC	NTPC SIPAT TPS STAGE II - 2X500 MW (FGD SYSTEM PACKAGE)
10	NTPC	NTPC MOUDA STPP STAGE I - 2X500 MW (FGD PACKAGE)
11	GSECL	1X800MW Ukai EPC
12	MPPGCL	1X660MW Satpura
13	CSPGCL	2X660 MW Korba (West)

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SUB: FRAMEWORK AGREEMENT FOR PROVIDING SERVICES FOR DISMANTLING, LOADING, ASSEMBLY AND BREAKDOWN REPAIR & PREVENTIVE MAINTENANCE OF CRANES AT VARIOUS BHEL PSWR SITES.

The intent of specification is to provide services for Dismantling, Loading, Assembly and Breakdown Repair & Preventive Maintenance of BHEL owned cranes at site under BHEL PS-WR Other PS Regions/Units. BHEL is intending to avail the services for the following category of cranes as detailed below. Cranes that will be procured by BHEL-PSWR and/or transferred from Other PS Regions/Units at any later stage, before or after entering into this contract, shall also be suitably classified into one of the following categories.

BROAD CLASSIFICATION OF CRANES			
Table -1, Class of Cranes			
Class I (Upto 50 MT)			
Sl. No.	Description	Make	Model/SI.No.
1	Hydra	Escort	ESCORT K-10/0071
Class II (51MT to 120 MT)			
Sl. No.	Description	Make	Model/SI.No.
1	Crawler Crane	Tata Telco	KH 500/T014
2	Crawler Crane	Fushun	QUY 120/ 1047
3	Crawler Crane	Fushun	QUY 80 B/1032
4	Crawler Crane	Fushun	QUY 80 B/1030
5	Crawler Crane	Fushun	QUY 80 B/1031
6	Crawler Crane	Zoomlion	QUY 100/37
7	Crawler Crane	Zoomlion	QUY 100/38
Class III (121 MT – 300 MT)			
Sl. No.	Description	Make	Model/SI.No.
1	Crawler Crane	Kobelco	CKE 2500-2/JD04-02370
2	Crawler Crane	Kobelco	CKE 2500-2/JD04-02478
3	Crawler Crane	Kobelco	CKE 2500-2/JD04-2499
4	Crawler Crane	Kobelco	CKE 2500-2/JD04-2500
5	Crawler Crane	Kobelco	CKE 2500-2/JD04-2493
6	Crawler Crane	Liebherr	Liebherr 1350/1 (074114)
7	Crawler Crane	Liebherr	Liebherr 1350/1 (074117)

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8	Crawler Crane	Link-Belt	LS 248/C5L-16-4538
Class IV (above 300 MT)			
Sl. No.	Description	Make	Model/SI.No.
1	Crawler Crane	Manitowoc	18000/18001050
2	Crawler Crane	Liebherr	1350/1 (074114)
3	Crawler Crane		600MT from Other PS Regions

The contract shall be governed with the terms & condition as stipulated below:

1. SCOPE OF WORK

Bidder shall provide the service on demand basis as per BHEL Requirement at various sites under PSWR for the following work.

- 1.1 Attending Breakdown Repair & Preventive Maintenance calls for the cranes (including crane engines) and inspection of cranes. This shall include all the electrical, mechanical, hydraulic components, parts, carriers (in case of tyre-mounted cranes), sub-assemblies, assemblies, attachments, accessories, etc. associated with the crane, which might not be specifically mentioned here.
- 1.2 Dismantling, loading and assembly of crane sub-assemblies of the crane. Agency will also assist in unloading of Crane Cabin and Carbody, if required.
- 1.3 Dismantling of the cranes as per the Class identified by the BHEL under loading advice slip for each crane.
- 1.4 Supervision for proper tying of consignments on Trailers/Trucks to ensure safe transportation of crane.
- 1.5 Identification of assemblies/components, tagging and packing the crane parts in wooden boxes/ crates provided by BHEL. Preparation of Packing List of assemblies/components and items packed in box and verification of the same on receipt at destination site.
- 1.6 Any repair service required during dismantling and assembly of crane at destination site.
- 1.7 Purchasing of sundry spares each costing less than 0.5% of the present replacement cost of each crane on BHEL instruction. Payment for the sundry spares will be reimbursed as per the price list of the OEM/OCM or authorized dealers of original equipment manufacturer (OEM)/original component manufacturer (OCM) on production of proof i.e. copy of invoice/bill. Courier/ transportation charges will be paid as per actual.
- 1.8 Purchasing of minor spares/items, consumables net costing less than or equal to Rs. 30,000/- (Excluding GST) from local agencies on BHEL instruction. The payment of supplied items will be done at actual cost plus 5% of net item procurement cost (exclusive of tax & duties) on certification of BHEL engineer. Courier/ transportation/ freight charges will be paid as per actual on production of bill.
- 1.9 Re-conditioning of worn out items of cranes shall be carried out by the agency @ 30% of the OEM spares cost with 06 months' warranty.

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- 1.10** The contractor shall equip himself technically to attend all service requirements of the above-mentioned cranes at his own cost.
- 1.11** Contractor shall arrange the entry/out gate pass for their staff and materials for which necessary documents will be forwarded by BHEL to the client. Contractor shall maintain duly endorsed records of all incoming equipment to facilitate grant of outward gate pass.

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2. CONTRACTOR'S RESPONSIBILITY

- 2.1** During execution of work, if any accident, minor or major, happens, the contractor will immediately intimate the details of accident to BHEL and BHEL insurance agency. The contractor will lodge the FIR and will attend to all necessary legal formalities as per direction of the BHEL. The contractor will also ensure that the person who has met with the accident is always available with the contractor to produce him before legal authorities. Any loss or cost suffered by us due to failure in complying this provision will be on the contractor's account.
- 2.2** Contractor while working in BHEL premises shall adhere to all HSE regulations. The contractor shall follow all safety norms as per present norms indicated in GCC and as per revised norms from time to time.
- 2.3** The contractor shall provide all safety appliances like dust masks, safety belt, ladder, safety shoes, helmet, hand gloves, safety goggles, Personal protective equipment (PPE), raincoats, overalls etc. to their personnel working inside the plant complex at his own cost and should adhere to safety codes as given in GCC. Noncompliance shall attract penalty.
- 2.4** Contractor's workmen should study and understand the risk involved at the site and on the equipment with respect to work in executing the job and if any complication is perceived, it should be brought to the notice of BHEL/ site construction manager before starting the job.
- 2.5** The contractor must ensure that all newly recruited staff should undergo safety training and awareness of risk involvement in equipment operation before they are assigned the job in the field.
- 2.6** Tools needed during repair, dismantling and assembly of crane shall be in contractor scope.
- 2.7** Nylon Belt upto lifting capacity of 10MT of suitable length for Boom Handling shall be in contractor scope.

3. BHEL'S OBLIGATIONS

The BHEL shall provide following free of cost to the contractor to render identified services.

- 3.1** Suitable Assist Crane with operator, slings, D-shackles, Manila Ropes, for handling of crane parts is in the BHEL scope. In case BHEL operator is not available, contractor manpower shall be able to operate the crane.
- 3.2** Welding machine and gas cutting machine, if required, shall be provided by BHEL.
- 3.3** Wooden sleepers for placing the crane assemblies on the trailers.
- 3.4** BHEL shall provide spares needed during the work.
- 3.5** All consumables like Lubricants, Grease, cardium compound, cleaning agent like, cotton waste, kerosene, wire brush and diesel for crane.
- 3.6** Required load for load testing of the crane.

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4. VALIDITY OF CONTRACT

This contract shall be valid for a period of 24 months from the date of award of rate-contract. Initially the contract shall be awarded for 24 months and thereafter the same is extendable for additional 03 months at the discretion of BHEL.

5. DISMANTLING AND ASSEMBLY WORK

5.1 Against the Rate-Contract, BHEL shall issue separate Work Order(s) in line with T&C of the Rate-contract for carrying out the work (which shall be defined in the Work Order) as and when required during the duration of this Rate-Contract.

5.2 Bidder shall quote **Lump-sum Rate per crane category** (i.e. Class-I, Class-II, Class-III & Class-IV) for the Job consisting of complete Dismantling, Loading and Assembly work for **each Class** in the attached Volume-II-Price Bid. The quoted/awarded Lump Sum rate shall be **inclusive** of Service Charges, Lodging charges, Local conveyance, Journey DA and To & Fro Rail / Road fare. No additional Charges shall be paid other than the quoted lump sum rate.

“L1 Evaluation shall be done against each crane category”.

Bidder to declare their participation status against each category in the format – “Unpriced Bid-Participation for Class of Crane” in format available in this Vol-I separately.

5.3 If any minor repair work and servicing of the crane is required during assembly and dismantling work of the crane, contractor has to carry out within same work order issued for dismantling and assembly of the crane. No extra payment shall be paid for the same.

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6. MAN POWER REQUIRED FOR DISMANTLING & ASSEMBLY WORK.

Agency should depute sufficient man power at site for dismantling & assembly work. Minimum manpower required for each category of crane is mentioned in table -4 for reference.

Class of Cranes	Engineer	Technician
Class I (Upto 50 MT)	1	3
Class II (51MT to 120 MT)	1	3
Class III (121 MT – 300 MT)	1	4
Class IV (above 300 MT)	1	5

- 6.1 Certification for completion of work shall be issued by the BHEL Engineer at respective site after completion of dismantling / assembly work.
- 6.2 Contractor has to maintain daily work progress as per format mentioned in the Appendix-III.
- 6.3 Out of Dismantling and Assembly work, if only one work i.e. Dismantling or Assembly is carried out, then the 50% payment of the awarded rates for dismantling and assembly shall be made. Days for completion of Dismantling or Assembly work will be as per Column 1 or Column 2 of Table-3 and grace period will be 50% of Column 3 of Table-3.
- 6.4 In case of force majeure conditions and the reasons not attributed to the contractor, if the Dismantling / Assembly Gang is sent back from the site without completing the work. In this case, payment shall be made as follows;
- To & Fro Train Fare limited to 3AC for 01 engineer and Train fare limited to Sleeper Class for remaining technician shall be paid. If tickets are booked in tatkal quota, tatkal charges will also be reimbursed on submission of tickets.
 - Per Day Charges for Engineer and for remaining technician shall be paid at the rate of 80% of the per day charges of technician / Engineer as mentioned in the table-5. The payment shall be made for the actual no. of engineer & technician attended site for the actual no. of days.

7. SITE VISIT

The Bidders are advised to acquaint themselves with the running sites for capturing general working conditions at any given site by learning about/visiting the project Sites mentioned in the tender elsewhere before quoting. However, conditions may vary at new projects most likely in the States as mentioned in Chapter –I project Information.

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8. WORK COMPLETION TIME

8.1 The dismantling, loading, and assembly of the cranes for each class shall be completed within stipulated time as mentioned in Table-3.

Also, the contractor shall mobilize his skilled manpower immediately on the call/placement of order by the BHEL. The contractor shall ensure that the mobilisation time is contained to be 03 working days for the site within a distance of 150 km from his place and within 06 working days for the site located beyond 150 km.

If work is not completed within total work completion time including grace period as mentioned in the column 3 of table 3 for the reasons attributed to vendor shall attract LD @ 0.5% per day of the Work Order value. Delay in mobilization (as described above) shall also attract penalty at the same rate. Total LD shall be limited to the 10% of Work Order Value.

8.2 The **regular working hours** will be 9 hrs (including break for lunch) & the same shall be regulated to suit the working hours of the project site from time to time. However, depending on the requirement / exigencies, the job may be continued beyond normal working hours if required at discretion of BHEL. No extra pay is envisaged for such period of working.

Table-3				
Class	Column 1	Column 2	Column 3	
	Dismantling Work Completion time (Working Days Excluding Holidays)	Assembly Work Completion time (Working Days Excluding Holidays)	Total Work Completion Time (Working Days Excluding Holidays)	
			Working Days	Max. Additional Grace Period allowed in Days
Class I (Upto 50 MT)	9	9	18	7
Class II (51MT to 120 MT)	13	13	26	10
Class III (121 MT – 300 MT)	15	15	30	10
Class IV (above 300 MT)	24	24	48	10

8.3 HOLIDAYS: BHEL holidays (including Sundays) shall be treated as **HOLIDAYS** for the operation of this contract. Being an important power project construction work, work is likely to be carried out on Sundays and other holidays as well and shall be regulated as per project site requirement. No extra payments are envisaged other than the quoted rates for working on such holidays. The rates quoted by bidders shall be inclusive of all such considerations.

8.4 In addition of the days mentioned in the Table 3, a grace period as mentioned in the Table-03 shall be allowed to meet any unavoidable circumstances.

8.5 In case, dismantling and assembly work is not completed in Total work completion time including grace period as mentioned in the column 03 of table-03 and delay is not attributable to vendor payment shall

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be made at the rate of 80% of the Man day charges of Technician / Engineer as mentioned in the Table-5 for any extra days consumed to complete the job.

The payment shall be made for the actual no. of engineer & technician available at the site after completion of grace period.

9. **BREAKDOWN REPAIR WORK, PREVENTIVE MAINTENANCE WORK, INSPECTION WORK AND ANY JOB OTHER THAN DISMANTLING LOADING, ASSEMBLY OF THE CRANES**

9.1 For Breakdown Repair Work, Inspection Work and job other than dismantling, loading, assembly of the Cranes the Manday charges for engineer and technician shall be paid as per formulae mentioned in Table-5.

Bidder need not quote for this item in price bid. These rates shall be derived as per the Table-5 (based on rates quoted by bidders for Dismantling, Loading and Assembly defined in Clause 5.2).

Table – 5			
Per Day Rate for Inspection & Repair Work of Crane.			
SI No.	Classification / Category of Crane	Per Day Service Charges for Technician (Inclusive of Accommodation & Local Conveyance)	Per Day Service Charges for Engineer (Inclusive of Accommodation & Local Conveyance)
1	Class I (Upto 50 MT)	$W*(1-F1)/M1*(T1+1.4*E1)$	140 % of Technician Rate
2	Class II (51MT to 120 MT)	$X*(1-F2)/M2*(T2+1.4*E2)$	140 % of Technician Rate
3	Class III (121 MT – 300 MT)	$Y*(1-F3)/M3*(T3+1.4*E3)$	140 % of Technician Rate
4	Class IV (above 300 MT)	$Z*(1-F4)/M4*(T4+1.4*E4)$	140 % of Technician Rate
Note:			
W, X, Y & Z are the Lump Sum quoted rates for Class I, II, III & IV respectively for Dismantling & Assembly of the Cranes.			
F1, F2, F3 & F4 are fare factor for Class I, II, III & IV respectively for Dismantling & Assembly of the Cranes. Value of fare factor are F1=0.04, F2= 0.03, F3=0.02 & F4=0.01 and these value will be remain firm during entire contract period.			
M1, M2, M3 & M4 are total number of working days including grace period to complete dismantling and assembly activity of crane of Class I, II, III & IV respectively as per Table-3.			
T1, T2, T3 & T4 are total number of Technician for dismantling and assembly activity of crane of Class I, II, III & IV respectively as per Table-4.			
E1, E2, E3 & E4 are total number of Engineer for dismantling and assembly activity of crane of Class I, II, III & IV respectively as per Table-4.			

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- 9.2 Generally, the work is to be carried out in general shift of 9 hours including lunch break. However, depending on the requirement / exigencies, the job is to be continued beyond normal working hours or sometimes round the clock.
- 9.3 The service charges for Engineer and Technician shall be paid on per day basis for actual stay at site (Date of arrival to departure). Any part of day shall be considered as full day for computation of paid service charges provided the services are rendered for equal to or more than six hours (including 01-hour lunch break).

Work order shall be released for such repair works with work completion period (in days) with grace period. The contractor shall mobilize his skilled manpower immediately on the call/placement of order by the BHEL. The contractor shall ensure that the mobilisation time is contained to be 03 working days for the site within a distance of 150 km from his place and within 06 working days for the site located beyond 150 km. Delay in mobilization (as described above) beyond specified days shall attract LD @ 0.5% per day of the Work Order value.

Work shall be completed within the specified no. of days beyond which LD shall be applicable at the above mentioned rate in case delay is attributable to vendor.
Total LD shall be limited to the 10% of Work Order Value.

- 9.4 In case manpower is engaged beyond 9 Hours of working (including 1 hour lunch break) or less than 6 hour (including 1 hour lunch break), the payment shall be made on pro-rata basis and shall be calculated as detailed below.

$$\text{Rate per Hour} = \text{Rate per day} / 8 \text{ Hours.}$$

- 9.5 Traveling expenses for to & fro passage (within India) shall be limited to 3AC plus Tatkal train fare for Engineer. Same shall be limited to Sleeper Class Plus Tatkal Train Fare for Technician. In case there is no rail connection and travel is performed by road, fare shall be reimbursed on submission of proof of journey, limited to Charges for respective class of journey by rail for that particular distance. Tatkal Charges are applicable only for journeys performed by train. Proof of tatkal charges has to be submitted while billing. Distance for fair calculation will be considered from HQ city of Agency to destination site where work is to be carried out.
- 9.6 During the period of repair work as defined above, for Holidays, if the work is not carried out, 30% of the per day service charge of Engineer / Technician shall be paid. In case work is carried out on holiday, payment shall be on per day basis as defined in this section.
- 9.7 **Tentative manpower detail for repair work shall be as per below table**

Table -6			
Man Power detail for Repairing Work			
Class of Cranes	Engineer	Technician	No. of days per visit.
Class I (Upto 50 MT)	1	1	4
Class II (51MT to 120 MT)	1	2	6
Class III (121 MT – 300 MT)	1	3	7
Class IV (above 300 MT)	1	3	7
Note: Man power composition and no. of days per visit shall vary as per work requirement. Payment will be made for actual man power deployed for actual no. of days.			

10. PRICE VARIATION CLAUSE

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10.1 Lump Sum Charges quoted shall be subject to price variation after the end of each year of rate contract based on all India average consumer price index for Industrial Labour as per the formula given below:-

$$P1 = P0 (0.1 + 0.9 L1/L0)$$

Where, P0 = Present Rate,
P1 = Rate for Extended period.
L0 = Consumer price index for industrial worker for the month of LOA when contract commences,
L1 = Consumer price index for industrial worker of the month 1 year after LOA from where extension is applicable for the next year.

10.2 PVC will also be applicable for Manday Charges for repair work as defined in Clause 10.1 as these charges are dependent on Lump sum charges.

10.3 In case WO is issued in the pre-PVC period; however, work executed is in PVC period, the applicable rates shall be as per the actual period for execution of work.

10.4 In case the actual period for execution of work falls both in pre-PVC period and PVC period, the rates applicable shall be on prorata basis considering the no. of Working days (excluding Grace period) as mentioned in Table-3 Colum 3.

11. PAYMENT TERMS

11.1 **95% payment** will be released against individual work order for the Service utilized under this framework agreement and will be released by the ordering authority within the 45 days of completion of assigned respective work. **Balance 5 %** will be treated as deferred payment against workmanship guarantee and shall be released after 90 days from the date of completion of respective work.

11.2 In case of re-conditioned items, 90 % of the payment will be released and 10% of the payment shall be withheld against the workmanship warranty for 6 months.

11.3 **Document Required for Payment:**

11.3.1.1 Original Tax Invoice.

11.3.1.2 **Dismantling and Assembly Work:** Work Sheet (Appendix III) duly signed by BHEL Engineer at respective site.

11.3.1.3 Work Sheet / Time Sheets duly signed by BHEL Engineer at respective site for breakdown repair work, inspection work and any job other than dismantling loading, assembly of the cranes (Appendix II).

11.3.1.4 Warranty Certificate for Reconditioned Items (if applicable).

11.3.1.5 Original invoice for sundry spares along with material (sundry spares) receipt certificate duly signed by BHEL Engineer at site.

11.4 **PAYING AUTHORITY:**

I. **FEX HQ Nagpur OR**

II. **Respective BHEL Site if work order issued from site.**

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11.5 BHEL has switched to payment through Electronic Fund Transfer (EFT)/RGITS. Thus, the following details are to be furnished by you pertaining to your Bank Accounts where proceeds will be transferred through our Banker:

1. Name of the Company
2. Name of Bank
3. Name of Bank Branch & Branch Code
4. City
5. Account Number
6. Account Type
7. IFSC Code of the Bank Branch
8. MICR Code of the Bank Branch.

12. VOID

13. ORDERING AUTHORITY & DEPLOYMENT OF MANPOWER

The work order for dismantling, loading, assembly and inspection/breakdown repair/Preventive Maintenance/ schedule maintenance of cranes and shall be placed from BHEL, PS-WR, Nagpur or Construction Manager of the respective PS-WR site.

The manpower requirement shall depend on the nature of work and accordingly BHEL shall issue work order in each occasion indicating the number and category of manpower required. Bidder shall deploy the required manpower as per BHEL's requirement.

14. WARRANTY OF SERVICE

The Contractor shall ensure top class workman ship for work assigned under this contract. Contractor shall submit work completion report against the work assigned at each accession duly certified by Engineer in charge of respective site. Report should contain the information regarding the nature of defects; probable reason of break down, components replaced with part No., work carried out and also suggests corrective action need to be taken.

15. COMPLIANCE OF SAFETY REGULATION

Contractor shall ensure that the person deployed to render the service shall observe all safety norms prevailing at BHEL site at his cost. BHEL will not be responsible for any eventuality arising out of any negligence on the part of contractor in observing the safety norms.

16. COMPLIANCE OF WORKMAN'S COMPENSATION INSURANCE

- I. Person deployed for the services must be insured under the workman's compensation act Policy. The contractor shall keep such policy always current. The contractor at his cost will settle all the claim of contractor's personnel under this policy.

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- II. All statutory requirements as per labour laws, ESI, PF etc are to be complied by the tenderer. Tenderer/Agency shall provide minimum wages to the workers/employees working under them as per the applicable government norms of respective state/regions. If Tenderer/Agency fail to provide minimum wages to the workers/employees as per the norms, BHEL will pay the wages and same will be deducted from Tenderer/Agency bill or other Fund of Tenderer/Agency available with BHEL like SD etc.
- III. Necessary insurance (covering WC act) for the workmen engaged by the contractor has to be taken at his cost and the copy of the same should be submitted on award of the work.
- IV. An indemnity bond shall be given by the contractor stating that all expenditure caused due to failure of statutory obligations on the part of this tender shall be borne by the tenderer.

17. INSURANCE OF BHEL OWNED T&Ps

All the T&Ps belonging to BHEL and handled by the contractor for the assigned services are covered by insurance policy of the BHEL. However, contractor will take due care to ensure completion of the job without causing any damages. Insurance of the T&Ps by BHEL shall not absolve the contractor from their responsibility of safe and proper handling and operation. The contractor will not be responsible for accidental damages caused by insured perils. The contractor shall also co-ordinate to complete the procedure of survey/ assessment of loss by the insurers.

18. 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

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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.

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.

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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.
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 1st 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**
- Buyer shall be as per clause (a) of section 206C- (1H)
 - Seller shall be as per clause (b) of section 206C- (1H)
 - 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

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ANNEXURE-2

BOCW Act & Cess Act

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 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.

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(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.

19. REJECTION OF TENDER & OTHER CONDITION

The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reason whatsoever: -

- To reject any or all the tenders.
- To split up the work amongst two or more tenderers.
- To award the work in parts.
- Either of the contingencies stated above to modify the time for completion suitably.
- Conditional and unwitnessed tenders, tender containing absurd unworkable rates and tenders which are incomplete or otherwise defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

20. GENERAL

- i. In case of any contradiction between "General Condition Of Contract" & "Special Conditions of Contract" of this Tender Specification, the provisions of Special Condition of Contract shall prevail.

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

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Format for unpriced bid –Participation of class of crane

APPENDIX-I

TENDER SPECIFICATION NO. BHE/PW/PUR/RC-CRN-BRK-RPR/

DETAILS OF WORK EXPERIENCE FOR CRANES

[CLASS I, CLASS II, CLASS III, CLASS IV AS MENTIONED ABOVE DURING THE LAST THREE YEARS]

SL. NO.	FULL POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	DESCRIP-TION OF WORK	WORK ORDER REF & date	Work done for Which Make & Model of Crane

SIGNATURE OF TENDERER WITH SEAL

- PLEASE USE ADDITIONAL SHEET IF NEEDED IN THE SAME FORMAT.
- PLEASE ENCLOSE COPIES OF WORK ORDERS/ RATE CONTRACT/Framework Agreement, SPECIFY WHETHER WORK EXECUTED FOR ASSEMBLY OR DISMANTLING, OR REPAIR / BREAK DOWN MAINTANCE.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Format for unpriced bid –Participation of class of crane

APPENDIX II

Work Sheet for Repair and Inspection

Date:- _____

Name of Agency: - _____

Work Order no.:- _____ dated. ___/___/_____

<u>Description of Work Carried out:</u>					
<u>Faults Observed in crane:-</u>					
<u>Spares Required / Replaced.</u>					
Sl. No.	Spares Description	Part No.	Remarks		
<u>Details of Gang Present:-</u>					
Sl. No.	Name	Designation	From (Hrs)	To (Hrs)	Remark

Signature of Contractor

Signature of BHEL Engineer

APPENDIX III

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Format for unpriced bid –Participation of class of crane

Work Sheet for Dismantling and Assembly

Date:- _____

BHEL Site:- _____ Equipment / Crane detail:- _____

Name of Agency:- _____

Description of Work:-

Work Order no.:- _____ dated. __/__/____

Sl. No.	Date	Gang Size	Activity
1		Engineer - Technician -	
2			

* Use additional sheet if required.

Please Tick whichever is Applicable:

- 1. Dismantling & Loading Work :-** Completed / Not Completed/ Not Applicable
2. Assembly Work :- Completed / Not Completed/ Not Applicable

Signature of Contractor

Signature of BHEL Engineer

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Format for unpriced bid –Participation of class of crane

Name of Work: FRAMEWORK AGREEMENT FOR **PROVIDING SERVICES** FOR DISMANTLING, LOADING, ASSEMBLY AND BREAKDOWN REPAIR & PREVENTIVE MAINTENANCE OF CRANES AT VARIOUS BHEL SITES.

T.S. No: BHE/PW/PUR/RC-CRN-BRK-RPR/3223

Name of the Bidder/ Bidding Firm / Company :

Sl.	Item Description	Quantity	Units	“Quoted / Not Quoted” to be mentioned by bidder
1	Dismantling, Loading, Assembly and Load Testing work per Crane for Class-I only.	1	Lumpsum	
2	Dismantling, Loading, Assembly and Load Testing work per Crane for Class-II only.	1	Lumpsum	
3	Dismantling, Loading, Assembly and Load Testing work per Crane for Class-III only.	1	Lumpsum	
4	Dismantling, Loading, Assembly and Load Testing work per Crane for Class-IV only.	1	Lumpsum	

Note:

- 1) Bidders are requested to submit this format duly filled and signed by authorized signatory along with their offer.
- 2) Evaluation shall be done for each category considering this format as submitted by the bidder.