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# VOLUME - IA

Technical Conditions of Contract (TCC) for Hiring of  
300MT or Higher Capacity Crane  
FOR

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IOCL Paradip-Standby SRU (525TPD) Train  
project

BHARAT HEAVY ELECTRICALS LIMITED

# Technical Conditions of Contract (TCC) for Hiring of 300MT or Higher Capacity Crane

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------|-------------------|
|  <p><b>बीएच ईएल</b><br/><b>BHEL</b><br/>Maharashtra Company</p>                                                                                         | <p><b>Technical Conditions Of Contract (TCC)</b><br/><b>PROJECT ENGINEERING &amp; SYSTEMS DIVISION</b><br/><b>HYDERABAD</b></p> | <p>Ref No:<br/>HY/PE&amp;SD<br/>/Projects/T<br/>CC/2022-<br/>23/300MT<br/>Cranel/01</p> |                     |                   |
| <p><b>TECHNICAL CONDITIONS OF CONTRACT (TCC)</b></p> <p><b>FOR</b></p> <p><b>HIRING OF 300MT OR HIGHER CAPACITY CRANE</b></p> <p><b>FOR</b></p> <p><b>IOCL PARADIP-STANDBY SRU (525TPD) TRAIN PROJECT</b></p>                            |                                                                                                                                 | <p>Rev. No.   00</p>                                                                    |                     |                   |
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| <p><b>Revisions:</b><br/>Refer to record of revisions</p>                                                                                                                                                                                | <p>Prepared By:</p>                                                                                                             | <p>Checked By:</p>                                                                      | <p>Approved By:</p> | <p>Date</p>       |
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## **Volume IA Part I Contract specific details**

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## Chapter I- Project Information

| 1.0 Project Details |                                   |   |                                                                  |
|---------------------|-----------------------------------|---|------------------------------------------------------------------|
| 1                   | Customer                          | : | IOCL, Paradip, Odisha                                            |
| 2                   | Project Information               | : | IOCL Paradip-Standby SRU (525TPD) Train project                  |
| 3                   | Location                          | : | Paradip, Odisha                                                  |
| 4                   | Address Detail                    | : | IOCL, Paradip, Jagatsinghpur District, Odisha, India             |
| 5                   | Nearest Railway Station           | : | Paradip Railway Station                                          |
| 6                   | Road Approach                     | : | 118KM from Bhubaneswar via Cuttack and NH 53                     |
| 7                   | Nearest Air Port                  | : | Biju Patnaik Airport, Bhubaneswar, Odisha, 125KM                 |
| 11                  | Ambient Air Temperature (Average) | : | a) Maximum : 39 <sup>0</sup> C<br>b) Minimum : 16 <sup>0</sup> C |
| 12                  | Average Relative Humidity         | : | 71 %                                                             |
| 13                  | Climatic Condition                | : | Tropical Climate                                                 |

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

# Technical Conditions of Contract (TCC) for Hiring of 300MT or Higher Capacity Crane

## Chapter II- Scope of Work and Technical Specifications

### 1. BROAD SCOPE OF WORK.

Providing Services Of 01 No. 300 MT or higher capacity Lattice Boom Crawler Crane With Heavy Lift Attachment (HLA) on A Monthly Hiring Basis For Construction Work At 525TPD Standby Sulfur Recovery Unit (SRU) PROJECT, IOCL Paradip, DISTRICT: Jagatsinghpur, Odisha-754141.

The crane shall be engaged in the project construction work of Sulfur recovery unit of IOCL Paradip Refinery, as per instructions of the BHEL Engineer-in-Charge.

**THE INTENT OF THIS TENDER SPECIFICATION IS TO HIRE THE SERVICES 01 NO. 300 MT or higher CAPACITY CRAWLER CRANE ON A MONTHLY HIRE BASIS TO SUIT THE SPECIFIED REQUIREMENTS.**

### 2. Technical details (as in the table below) for 300MT or Higher Capacity CRAWLER CRANE WITH LUFFING JIB

The offered crane shall meet the following requirements.

| Bidder is required to submit the detailed specification of the offered crane in the “ <a href="#">Appendix-A Technical Specification</a> ” |                                                                              |                             |
|--------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|-----------------------------|
| SN                                                                                                                                         | Description of Parameter/Feature                                             | Details/Requirement         |
| 2.1                                                                                                                                        | Number of Crane Required                                                     | One (1)                     |
| 2.2                                                                                                                                        | Rated Capacity of Crane with Luffing Jib and Heavy Lift Attachment           | 300MT or higher capacity    |
| 2.3                                                                                                                                        | Boom-Type                                                                    | Lattice Boom                |
| 2.4                                                                                                                                        | Total Boom Length                                                            | Main boom: 80 Mtr. Or above |
| 2.5                                                                                                                                        | Jib Type                                                                     | NA                          |
| 2.6                                                                                                                                        | Jib Angle                                                                    | NA                          |
| 2.7                                                                                                                                        | Jib Length                                                                   | NA                          |
| 2.8                                                                                                                                        | Distance from center point of rotation to outer portion of crane (rear) (mm) | NA                          |

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|      |                                                            |                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|------|------------------------------------------------------------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.9  | Critical/Specific Requirement                              | Weight Lifting | <p>(i) This crane shall be used as a tailing crane to lift the Incinerator Vent Stack top part approx. 200MT weight, Lifting Radius: 20-25 Mtr approx.</p> <p>Other than the above, the crane shall be used for the following equipment's erection</p> <p>(ii) Incinerator: 60MT</p> <p>(iii) Evaporators: 40-50MT Approx.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2.10 | Heavy Lift Attachment (HLA with superlift counter weights) |                | Required                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 2.11 | Model / Age of Crane                                       |                | <p>The crane shall not be older than 14 years as of the latest date of Offer Submission.</p> <p>In case the date &amp; month of crane manufacturing is not available, then 01 January of the manufacturing year of the crane shall be considered as the manufacturing date.</p> <p>In case the month is written without a date, then 1st day of the respective month shall be considered as the manufacturing date.</p> <p>The manufacturer's certificate, invoice copy, or relevant documentary proof shall be furnished with bid documents for evaluation of the bid.</p> <p>Before deployment of the crane at the site bidder has to submit a set of the same documents of the crane to the BHEL site in charge to confirm/verify that, the same crane is as per the LOA/work order is going to be deployed. Only after receipt of confirmation from the BHEL site in charge, the bidder can deploy the crane.</p> <p><b>CRANE MUST BE IN THE POSSESSION OF THE BIDDER.</b></p> |
| 2.12 | Lifting Capacity of Main Hook Block                        |                | <p>a) 1 no. of 50-70 MT Lifting capacity-Yes</p> <p>b) 1 no. of 20-30 MT Lifting capacity-Yes</p> <p>c) 1 no. of ball hook/single line hook block of 5-10 MT Lifting capacity-Yes</p> <p>d) 1 no. of 250MT Lifting Capacity-Yes</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2.13 | Safety Devices Required                                    |                | <p>a) Cut off devices when exceeding excessive load moment.</p> <p>b) Safe load indicator with display in operator cabin.</p> <p>c) Level Gauge in Operator Cabin.</p> <p>d) Main Hoist, Jib Hoist &amp; Boom Hoist limit switch</p> <p>e) Boom backstop.</p> <p>f) Travelling &amp; Swing Flasher/Warning Buzzer.</p> <p>g) Load Moment indicator (LMI).</p> <p>h) Headlight and tail light must be available and in working condition</p> <p>i) Safety valve against pipe and hose rupture in case of hydraulic crane</p> <p>j) Weather Monitoring Device (Anemometer)</p>                                                                                                                                                                                                                                                                                                                                                                                                       |
| 2.14 | Load Calculations                                          |                | The bidder shall submit the load calculations for critical equipment lifting, to prove the crane capacity utilization within the SWL range as per Annexure-II, Chapter XII.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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NOTE: - BIDDER SHALL FURNISH RELEVANT DOCUMENTS IN SUPPORT OF ABOVE MENTIONED TECHNICAL DATA LIKE LOAD CHART, JIB DETAILS, AND HLA ETC.

## 3. GENERAL REQUIREMENTS

3.1 The offered crane should have a **boom travel limit alarm/ stop** and **hoist travel alarm/ stop** safety features as a minimum requirement. Other additional safety features, if any, should be made available to the user without any additional cost.

3.2 Bidder shall submit along with technical bid a **copy of load chart** and technical details of the crane offered as per **Appendix-A “Technical Specification”**.

3.3 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 the BHEL site engineer. Bidder shall furnish the details of the Main Boom & Jib configuration offered for the respective crane in their technical bid.

3.4 The crane shall be equipped with rest platform and guardrail etc. and other protective facilities for the operator's personal safety when moving up & down. The Bidder shall specifically indicate the climbing facility provided with the crane.

3.5 The bidder shall submit the load calculations for critical equipment lifting, to prove the crane capacity utilization within the SWL range as per Annexure-II, Chapter XII.

**3.5 THE CRANE MUST BE IN THE POSSESSION OF THE BIDDER.** THE CRANE MUST BE IN THE POSSESSION OF THE BIDDER (Bidder to submit copy of signed MOU/Agreement/ Authorization letter for a minimum period of twelve months from the date of techno-commercial opening of the bid executed/issued by the owner of the crane with the bidder. The bidder shall get the authorization extended from the owner, in case the project period get extended) If at any moment of time during the execution of work, any crane is found to be not in a good working condition and non-performing at desired minimum capacity, as certified by the BHEL engineer, the contractor shall deploy another crane in good working condition with minimum desired capacity within 30 days. If the owner of the crane is also participating in this tender, bid of the authorized user/ non-owner shall not be evaluated

3.6 The crane shall be provided with sufficient number of operators (Minimum 2 Nos), helpers, service & maintenance staff to meet the site working conditions round the clock & all other consumables (if any). The crane should be in good working condition. Bidder may please note counterweight as required shall be in the scope of supply of bidder. Bidder shall also furnish a detailed Load Chart with a range diagram and relevant drawings of the Crane.

**4. HEAVY LIFT ATTACHMENT (HLA with superlift counter weights)**  
Required as per the technical specifications.



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## Chapter III- Facilities in the scope of Contractor

### 1. OPERATION, MAINTENANCE, AND OPERATING CREW CHARGES

- 1.1 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 (Min 2 Nos)– 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 the schedule agreed with the BHEL engineer.
- 1.2 Bidder shall provide all lubricants, spare parts, filters, and other necessary consumables (except fuel) that are necessary to fulfill the scope of services under this specification within the quoted rates. BHEL/ Erection contractors of BHEL will provide fuel commensurate with utilization time and agreed on consumption rate.

### 2. FITNESS OF CRANE AS HEAVY LIFTING EQUIPMENT

The contractor shall arrange and submit **the fitness certificate** of the assembled crane at the site from the statutory authority as applicable.

### 3. LOAD TESTING AT THE SITE

BHEL will provide a suitable load for carrying out the load test on the assembled crane, however, the 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 the crane load capacity chart. Load testing for initial (and subsequent, if any) crane configuration shall be certified by an authorized third-party inspection agency (TPIA). The quoted Prices of the CONTRACTOR shall be deemed to include load testing of the crane as required to establish the lifting capacity of the crane.

### 4. BOOM EXTENSION & REDUCTION

The first assembly of the entire crane including the required boom length, as decided by BHEL Engineer, and dismantling for demobilization are in the regular scope of these services. For any in-between requirement of boom extension or reduction of the cranes at site, the manpower, tools, and tackles required shall be in the scope of crane agency. This duration shall be treated as services utilized and considered for payment of hire charges.

### 5. LUBRICANTS:

Hydraulic oil, Engine Oil, Grease, and all other lubricants and associated consumables e.g. filter elements, etc., have to be arranged by the contractor/bidder at his own cost. In case such or any consumables are arranged by BHEL, recovery at actual procurement cost and overhead charges (currently @30%) shall be recovered by BHEL.

### 6. REPAIR & MAINTENANCE COST

The cost of repairs arising during the operation shall 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.

### 7. SCOPE FOR MOBILISATION & DEMOBILISATION

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

8. The steel mats, and plates for crane marching shall be supplied along with the crane as per operational requirement.

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

### A: TOOL & PLANTS

The contractor shall deploy all necessary T&P required for operation and maintenance of the crane to meet the schedules & as prescribed by bhel engineer and required for completion of work.

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

NA

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## Chapter- V: Facilities by BHEL

### 1. FUEL, LUBE, HYDRAULIC OIL ETC.

Fuel oil (HSD) for normal operation of the crane shall be provided by BHEL/ BHEL's erection contractor after the services of the crane are accepted by BHEL after the 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 bidder's account. The bidder at his own cost shall arrange and meet the HSD required during breakdown maintenance.

2. **Support Cranes for Assembly/ Disassembly of Crane:** BHEL's erection contractor shall provide support cranes up to capacity of 75MT for assembly/ Disassembly of cranes during mobilization/ demobilization. Support cranes required of capacity more than 75MT shall be arranged by the contractor and cost of the same shall be included in the quoted price.

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## Chapter- VI: Time Schedule

### 1. TIME SCHEDULE & MOBILIZATION

#### 1.1 INITIAL MOBILIZATION AND TENTATIVE SCHEDULE FOR DEPLOYMENT OF CRANE & COMMENCEMENT OF SERVICES

The deployment schedule of the crane indicated earlier here is tentative. Notwithstanding such indications, the crane shall be deployed and made operational at the site within Thirty (30) days from the written intimation for the deployment of the crane. A separate written notice asking to deploy the crane shall be issued by BHEL.

| SL. No | Identification                                                   | PROJECT                                                                                                 | TENTATIVE DEPLOYMENT MONTH/YEAR                                                                                                                              | REGULAR CONTRACT DURATION | EXTENSION PROVISION                                                                                                                                                       |
|--------|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1      | 300 MT or Higher Capacity Crane with Heavy Lift Attachment (HLA) | 525TPD Standby Sulfur Recovery Unit (SRU) PROJECT, IOCL Paradip, DISTRICT: Jagatsinghpur, Odisha-754141 | <b>1st week of May -2023</b><br><br>(Subjected to variation of one month on either side of <b>1st week of May - 2023</b><br><br>based on the site readiness) | <b>02 months</b>          | Extension will be provided in case crane is required beyond regular period as specified will be for minimum period of one (1) month, and further another month and so on. |

Delay in deployment shall attract a penalty as per (Liquidated Damages/Penalty) of General Conditions of Contract- Volume-IC.

#### 1.2 COMMENCEMENT OF CONTRACT, REGULAR CONTRACT PERIOD, TERMINATION & FORECLOSING

The contract period shall start from the first successful load testing of crane with mutually agreed boom length at project site location and its written acceptance by BHEL. Load testing shall be certified by an authorized Third party inspection agency (TPIA). The Contract Period (duration of hiring) will generally be as indicated under 'Regular Duration' in tabular form earlier here. The Contract Period may be extended depending upon the requirement of BHEL as specified therein.

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

BHEL reserves the right of foreclosing the contract within the contract period with 30 days advance written notice without assigning reason and no payments will be made for the period after foreclosure.

#### 1.3 REGULAR WORKING HOURS

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The services of crane with operating crew shall be made available to BHEL round the clock (for a duration of Twenty Four hours per day) including a total two-hour break (60 minutes for lunch and 4 tea intervals of 15 minutes each).

However, **regular working hours will be 12 hrs. (Including 01-hour break for lunch and 2 tea intervals of 15 minutes each)** & the same shall be adjusted/agreed to suit the working hours of the project site from time to time. Working beyond normal working hours of 12 hrs. shall be treated as overtime and paid on Pro-rata Hourly hire basis in line with **Clause no. 1.7 of chapter VII.**

## 1.4 EXTENSION PERIOD

Agreed monthly hire charge shall remain **firm** throughout the **Regular Duration** indicated against the crane. Applicable monthly hire charges for the **Extension Period** as proposed in this Tender Specification (**and any further extension beyond the extension period specified in this tender**) shall be **90%** of the rates agreed for the **regular contract/hiring period**. No other revision of the rate shall be admitted during these periods.

## 1.5 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.

Being an important oil & gas project construction work, erection activities are likely to be carried out on holidays as well. No extra payments are envisaged other than the rentals for such holidays as specified elsewhere herein. The rates quoted by bidders shall be inclusive of such considerations.

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## Chapter- VII: Terms of Payment

### 1. PAYMENT TERMS

- 1.1** The contractor shall submit his Running Account (RA) Bills towards mobilization, monthly charges, de-mobilization charges, 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. The billing cycle may be as per mutually agreed cut-off dates.
- 1.2** Payment for RA Bills will normally be released in around 30 days of submission of the bill with measurement/log sheets. The contractor shall make his own arrangement for making payment of impending labor wages and other dues in the meanwhile.
- 1.3** Progressive Monthly hiring period shall be considered for payment purposes from the date of successful load testing of the crane and until the crane is withdrawn for de-mobilization from the site.
- 1.4** No advance payments shall be made by BHEL for this contract.
- 1.5 Not used.**
- 1.6 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.
- 1.6.1** Pro Rata Daily Hire Charges = Monthly Hire Charges divided by 26
- 1.6.2** Pro Rata Hourly Hire Charges = Monthly Hire Charges divided by 312
- 1.7 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 follows.
- 1.7.1** Hourly Overtime charges = 15% of Pro Rata Hourly Hire charges (as in 1.6.2)  
Example: if Pro-Rata Hourly Hire Charges is ₹ 100/- then Hourly Overtime charge will be ₹ 15/- only
- 1.8 SERVICES IN EXTENDED HOURS: Void**
- 1.9 BREAK-IN SERVICES DUE TO BREAKDOWN, ABSENCE OF OPERATING CREW ETC. DISALLOWANCE OF RENTAL/ OFFSETTING OF LOST HOURS**
- 1.9.1** The contractor shall ensure 100% availability of the services of the 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 the project site.

**When the crane becomes idle for reasons not attributable to BHEL, the idle Period for making the crane ready shall not be paid as rental charges, also a penalty of 50 % of the rate for that idle period shall be deducted. I.e. total deduction shall be 1.5 times of idle period from monthly hire charges on a pro-rata basis as per clause no. 1.6.**

Example:

The monthly Hire Charge is ₹ 26,000/-

Per day Hire Charge is ₹ 1,000/-

Crane idle for the reasons not attributable to BHEL- 02 days

Monthly Hire Charge: ₹ 24000/- (₹ 26,000 - ₹ 2000)

Penalty for 02 days:  $0.5 \times 1000 \times 2 = ₹ 1000/-$

Monthly Payment: ₹ 23000/- (₹ 24,000 - ₹ 1000)

**1.9.2** BHEL may also choose to utilize the services of the crane in extended hours or on holidays to offset the lost hours due to breakdown in lieu of disallowance (deduction from monthly bills) as stipulated above. Construction Manager BHEL shall permit offsetting of lost hours only after the incidence of such breakdown

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and usually within the remaining period of the concerned calendar month of breakdown. Carrying forward to subsequent months shall be at the sole discretion of the BHEL construction manager.

Offsetting shall be done with the express prior permission of the BHEL Construction Manager by availing the services in extended hours or on holidays. Depending on the actual project requirement, BHEL may opt to offset the lost hours due to breakdown either partly or fully. In the event of partial offsetting, disallowance as in the relevant clause shall be applicable for the remaining lost hours.

1.9.3 In case there is a long breakdown of the crane, the contractor shall repair it or substitute with a similar or higher capacity crane with BHEL's prior consent (regarding the acceptability of the substitute) within 30 days from an outage, In the case of contractor's failure to do so, BHEL shall make alternative arrangements at the Risk and Cost of the contractor.

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## Chapter-VIII: 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.
  - (iv) Remittance of Contribution of Beneficiaries made during the preceding month



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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) for Hiring of 300MT or Higher Capacity Crane

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## Chapter-IX: General

1. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. In addition, BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
2. **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 the above. BHEL will neither issue any Road Permit /GST declaration forms for this purpose nor pay any taxes in this regard.**

### 3. GENERAL

- 3.1 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.
- 3.2 In case of contradictions between Quoted Unit Rate and Total Amount, the quoted Unit Rate shall be taken as correct and the total amount recalculated for the intended order quantity.
- 3.3 In case of contradictions between Rates in Figures and Rates Words, the lesser of the two shall be considered as correct.
- 3.4 **In case BHEL finds that any bidder has furnished incorrect information, the offer is liable for rejection.**

### 4. STATUTORY REQUIREMENTS

ESI & EPF as applicable shall be obtained by the Contractor within the quoted rates.

### 5. GATE PASS FOR MEN & MATERIALS

The contractor shall arrange the entry/out gate pass for their crew and materials (Crane parts, trailers etc.) for which necessary documents will be forwarded by BHEL to the client. However, the responsibility to get the gate pass from the customer shall lie with the bidder. Any claim because of delay in gate pass approval from the customer shall not be entertained in any case. The contractor shall maintain duly endorsed records of all incoming equipment to facilitate a grant of outward gate passes.

### 6. INSURANCE COVER FOR MEN & MATERIALS

The Contractor shall arrange necessary CPM Insurance cover with appropriate Third Party Liability cover for the cranes and WC/Personal Accident Policy as applicable for the O&M crew. If any accident/injury/loss occurs due to the operation of the crane/cranes, to any other persons/ public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities. BHEL/Client has obtained comprehensive Marine cum Erection All Risks Insurance Policy for the plant under installation and other assets of BHEL. Accidental

# Technical Conditions of Contract (TCC) for Hiring of 300MT or Higher Capacity Crane

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loss/damage to these materials will be covered under this policy. Contractor shall arrange for necessary insurance cover for the assets owned by him.

## 7. **ACCOMODATION & LOCAL CONVEYANCE**

Contractor has to make their own arrangement for accommodation, local transport and other amenities for their crew at project site.

## 8. **DAILY LOG BOOK**

The contractor shall maintain a logbook in duplicate giving full operation details, preventive maintenance and Breakdown records and obtain counter signature of BHEL Engineer in Charge on a daily basis. Original log sheets shall be submitted to BHEL at regular intervals as directed by BHEL and before submission of monthly bills.

## 9. **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. The contractor shall intimate BHEL in writing, minimum 7 days in advance before making any such changes.

## 10. **Safety, Occupational Health and Environmental Management**

As per "Health Safety Environment Plan" which is part of Volume IC-GCC.

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

# Technical Conditions of Contract (TCC) for Hiring of 300MT or Higher Capacity Crane

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## Chapter-X - Rate Schedule & Price Bid related

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

2. Bidders shall quote their price in the Rate Schedule furnished in “Price Bid Specification” this tender specification.
3. Prices shall be inclusive of all applicable taxes (**excepting GST**), levies, services, consumables (**excepting fuel**), as per provisions under the Terms & Conditions in the scope of contractor mentioned in this Tender Specification.

### 4. Contract Value for Offer Evaluation & Work Order (Award Value):

- 4.1 Total Contract price for One Crane = (Monthly Hire Charges x No. of months in regular contract period)  
+ One-Time Mobilization Charges + One-Time Demobilization Charges.

# Technical Conditions of Contract (TCC) for Hiring of 300MT or Higher Capacity Crane

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## Chapter-XI - Technical Specifications of the Offered Crane

### 1. INSTRUCTION FOR FILLING UP APPENDICES

1.1 “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:-

- A. 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.
- B. Bidders shall furnish appropriate supporting documents duly furnishing cross-reference in the Appendices.
- C. In case of insufficient space in the Appendix, bidder shall use additional sheets in order to furnish complete information.
- D. BHEL shall mention the crane model (s) (sl. no.), which will be part of the work order after due technical evaluation. The bidder shall mobilize the crane (s) selected by BHEL, as mentioned in the work order only.

# Technical Conditions of Contract (TCC) for Hiring of 300MT or Higher Capacity Crane

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## Chapter-XII- Annexures

1. **Annexure-I:** HSE guidelines of the customer. The bidder shall follow all the customer HSE specifications along with BHEL HSE guidelines.
2. **Annexure-II:** The bidder shall follow job specifications as laid out in the Doc. No. 080557C-000-JSC-0000-001 (Annexure-II). All the load calculations, rigging plans, approvals shall be as per the specifications mentioned in the annexure-II. It may be noted that crane (s) must be offered in line with the conditions of the Doc. No. 080557C-000-JSC-0000-001 (Annexure-II).
3. **Annexure-III:** Plot plan with crane markup area.