

# VOLUME - IA


Technical Conditions of Contract (TCC)  
“Hiring of Site Establishment Services”

FOR

Upgradation of SRGM repair facilities at Naval  
Dockyard (ND) Vishakhapatnam.

BHARAT HEAVY ELECTRICALS

Technical Conditions of Contract (TCC) for Site Establishment services.

 Maharashtra Company	<b>Technical Conditions of Contract (TCC)</b> <b>HPEP</b> <b>HYDERABAD</b>			Ref No: HY/HPEP/SC- PROJECTS/ TCC/SE/SRGM- ND Vizag, Rev. 00
				Rev. No. 00
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	<b>Revisions:</b> Refer to record of revisions	Prepared By: Imran Javed	Checked By: D Nagaraju	Approved By: Arif Naiyer

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## Chapter I- Project Information

<b>1.0 Project Details</b>			
1	Customer	:	Government of the Republic of India, Ministry of Defence, Naval Dockyard
2	Project Information	:	Upgradation of SRGM repair facility at Naval Dockyard, Vizag to cater for repair cum test facility for upgraded SRGM, Andhra Pradesh, India".
3	Location	:	Naval Dockyard, Vishakhapatnam, Andhra Pradesh, India.
4	Nearest Railway Station	:	Vishakhapatnam Railway Station
5	Nearest Air Port	:	Vishakhapatnam International Airport

**Bidder is advised to visit the project site and appraise himself about the local conditions and infrastructure available in the area for fulfilling their commitments under the contract. BHEL will not admit any claims whatsoever on account of Contractor's non-familiarization of local conditions.**

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## Chapter II- Scope of Work

- 2.0 Bharat Heavy Electricals Limited (BHEL), through its unit Heavy Power Equipment Plant (HPEP) located at BHEL Ramachandrapuram, Hyderabad-502032, has received an order from the Government of India, Ministry of Defence, for the upgradation of SRGM repair facilities at Naval Dockyard (ND), Vishakhapatnam. The project aims to establish repair-cum-test facilities for upgraded SRGMs.

This Technical Specification / Technical and Conditions of Contract (TCC) pertains to the "site establishment services/works" required to facilitate BHEL personnel and their representatives engaged in the project title "Upgradation of SRGM Repair Facility at Naval Dockyard, Vishakhapatnam (ND-VZG) to Cater for a Repair-cum-Test Facility for Upgraded SRGMs in Vishakhapatnam, Andhra Pradesh, India".

- 2.1 **Transport services for BHEL Personnel round the clock:** Contractor shall provide transport services to BHEL Employees/Personnel as specified below:

Providing services of an air-conditioned seven-seater vehicle like Maruti Ertiga, Mahindra Bolero, Scorpio or similar kind for BHEL personnel for movement in and around the site and city. The vehicle shall be equipped with all standard tools, a first-aid kit, and a functional stepney. The vehicle shall be deployed immediately upon award of the contract, in accordance with the instructions of the BHEL Engineer.

New Vehicle or Vehicles not older than one year shall be deployed. Total one vehicle shall be deployed at site as per instruction from the BHEL Site in-charge.

After deployment of the vehicle, Contractor is required to change the vehicle model at an appropriate time in such a manner that at any given time the model of the vehicle deployed is not more than two years from the date of the manufacturing.

**Note:**

1. Diesel cost shall be paid considering 10KM/Litre vehicle mileage.
  2. Average of prevailing Diesel rates, as on 1st and 15th Day of the respective month, shall be considered for arriving at Diesel rate for calculating the Diesel cost.
- a) Night Charges, if the vehicle service is used beyond midnight/midday (in case of vehicle deployed in night as regular timing), i.e. 12:00 A.M./12:00 P.M. or beyond. Rate will be paid as per SOQR of LOA.
  - b) Extra Hour duty cost beyond regular 10 Hour duty (Beyond the regular duty timings from 08:00 A.M. to 06:00 P.M or any 10 Hour duty stretch as per instruction of BHEL) for providing vehicle service as per SOQR of LOA.

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- c) Vehicle shall be running up to 120KM per day approximately. Few days it may be more than 120KM per day as per requirement at site.
- d) The vehicle will be maintained clean both inside & outside on a daily basis.
- e) The contactor shall pay all applicable taxes and duties.
- f) In case of vehicle breakdown, an alternative vehicle shall be arranged within four hours.
- g) Operation hour shall be decided by site representative based on requirement.
- h) The contractor shall provide, valid registration certificate, insurance, pollution of the vehicle and also the driver should be insured. (valid during the tenure of the contract). If demanded by BHEL Officials, the original valid Registration Certificate (RC) Book/ RC smart card and Driving License, and other documents shall be produced for verification.
- i) All expenses towards salary of drivers, repair & maintenance, engine oil, damages due to accident, comprehensive insurance, road tax, or any other renewals, etc. shall have to be met by owner of vehicle.
- j) The drivers so deployed must have valid driving license. Drivers so employed should not be under the influence of liquor or intoxicated during the duty hours.
- k) Refusal to perform duty by drivers will be treated as non –deployment of the vehicle for that particular day and deduction at the rate of three times as per day rental charges will be recovered.
- l) In case of misbehavior by the drivers, the contractor has to take immediate action and the decision of BHEL’s representative in this regard will be final and binding.
- m) The drive/contractor representative will meet BHEL’s representative regularly to get instruction regarding the deployment of the vehicle.
- n) Should the vehicle deployed meet with an accident, no claim on account of damage to the vehicle or the persons travelling in such vehicle including the employees of the contractor, drivers, cleaner of the vehicle shall be entertained by the company.
- o) Should the vehicle deployed by the contractor meet with an accident due to reasons attributable to the contractor or his employees and cause damage to the persons/property of the company, the contractor shall liable to make good such losses in the manner as prescribed by the company.
- p) The company shall further be entitled to recover the amount so paid by way of compensation under the previously mentioned act or under any other deducting the sum from bill or from any other sum due to him.

### **2.2 Detailed scope of works for Providing catering services to BHEL employees/persons for typically up to 10 BHEL employees/persons, with occasional increases up to 15 employees/persons for a few days in a month. Monthly rate shall be for the following services.**

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Sl No	Item Description
1	Providing services of Cook cum care taker-1 No (Including food cost of cook)
2	Providing services of Helper-1 Nos. (Including food cost of helper)
3	Providing cooking utensils, vessels, crockeries and cutleries and appliances for 10 persons.
4	Providing, service and maintenance of Cooking gas stove with gas connection (Two cylinders) including refilling of cylinders every month (Or as required in a month for 10 person)
5	Not used
6	Not used
7	Not used
8	Providing services of 'cleaning, cooking and serving food to BHEL employees in premises' including supply of consumables & cleaning (Broom, harpic, detergent, cleaning clothes, brushes etc.) of dining area and kitchen.

One set per month means above items from Sl. No 1 to 8.

### 2.3 **Black and white desktop printers with minimum specifications.**

- a) Supply and maintenance of Xerox cum scanner cum printer (Hiring basis) including consumables like Cartridge -Reputed Make (like Xerox, Canon, HP, Samsung, Panasonic, Epson, Dell, Toshiba) **Multifunction Laser printer for Size-A3 to A4.** Quantity to deployed shall be one number as per instruction of the BHEL engineers.
- b) Providing consumables for multifunctional printer.
  - i) 2 nos A4 size 75 GSM paper ream, (1-Standard ream: 500 sheets).
  - ii) 1 nos A3 size 75 GSM paper ream, (1-Standard ream: 500 sheets).

#### **Minimum specification:**

- a) Copier, printer, and scanner functionality
- b) Scan functionality: Scan-to-USB, Scan-to-File, Scan-to-Email, Scan-to-PDF with OCR capability;
- c) Automatic duplex printing and copying
- d) Automatic Document Feeder capacity 100 sheets
- e) Integrated finisher with stapling and punching of 50 sheets
- f) Minimum black and white print speed 30 ppm for A4 pages

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- g) Minimum standard Input Trays / drawers capacity 500 sheets per tray
- h) Minimum standard output bin / tray capacity 200 sheets
- i) Supported connectivity Ethernet/TCP/IP, USB
- j) Supported media sizes A4, A3, Letter, Legal

## 2.4 Not used.

## 2.5 Supply and maintenance of PC for site office (Hire basis) for quantity approx. three nos. for the use of the BHEL employees; deployment of the PC for office use shall be deployed progressively as per the instruction of the BHEL engineer.

Minimum Specification shall be: 19" to 21" LED Monitor/ Intel 11th Gen, Core i3 / AMD Ryzen 5000+ series/ 8GB RAM /512 GB HDD/Windows10 or higher /MS Office 2024 /Integrated Intel UHD Graphics, Software installed: AutoCAD 2025, PDF reader Make: Acer/ Lenovo/ HP/ or similar kind.

As far as possible, the PCs shall conform to the specified configuration or a higher configuration. In case of any deviation resulting in a slightly lower configuration, the same shall be submitted for approval and endorsement by the BHEL Site In-Charge prior to deployment, subject to meeting all functional requirements of the BHEL site. The LED monitor size shall be between 19" and 21", with a minimum of one PC equipped with 21" monitors.

## 2.6 Not used

- 2.7 Monthly subscription charges for dedicated internet services by using Wireless CPE, router, switch and allied equipment- Monthly Plan 8Mbps UL for Office only.
- 2.8 Supplying & providing Packaged drinking water in 20L (Water can) at site. Quantity of water shall be supplied by contractor as per instruction of BHEL engineer.
- 2.9 Providing consumable (for site office & other establishment) like liquid surface cleaner, Hand wash, dish cleaning bar, broom, mop etc. all inclusive.
- 2.10 Hiring and regular maintenance of Split/ Window Air Conditioner (Min. 1 Ton), Samsung/ Hitachi, Lloyd/ Bluestar/ Voltas/ Daikin make of minimum three-star rating – 02 nos at Office.
- 2.11 Hiring of Office furniture (For office set up): 04 No tables (3feet X 6feet) with 08 Nos of chairs.

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- 2.12 Providing general services of electrical or plumbing maintenance for BHEL site office & establishment to complete satisfaction of BHEL Engineer and as per direction of BHEL Engineer.
- 2.13 Furnishing of 3-BHK plus one additional room located within guest house at HPVP Vizag Township:
1. Regular maintenance of Split/ Window Air Conditioner (Min. 1 Ton), Samsung/ Hitachi, Lloyd/ Bluestar/ Voltas/ Daikin make in bedroom- Total 3 Nos AC.
  2. Regular maintenance of Geyser in bathroom. Total 3 nos of geyser.
  3. Hiring of Cot (Min Size: 4'X6') and Mattresses (Size: 4'X6') with 02 pillows per bedroom- Qty Four Nos each for Cot and Mattresses.
  4. Hiring of Bed Spread for single bed. (08-nos)
  5. Hiring of Blanket for single bed (04 nos)
  6. Hiring of Study Table set (Size: 3'X2') with Chair (Neel Kamal or similar make): Total 04 set, one for each room.
  7. Hiring of Curtains for rooms windows for all rooms of Guest House.
  8. Including changing and washing the bedsheet and pillow covers.
  9. Cleaning of rooms including providing consumables for cleaning (Broom, harpic, detergent, cleaning clothes, brushes etc.),
  10. Ceiling fan/Pedastal fan -4nos for Guest house. Furnishing of Living cum Dining Room of 2BHK GH Sangita:
- 2.14 Furnishing of Living cum Dinning Room of 3BHK Guest House located in HPVP township:
1. Hiring of LED TV 32", HD Ready, Make: Samsung /Sony/ LG/ Panasonic with DTH
  2. Hiring of Fully automatic washing machine of Samsung/ LG/ Whirlpool/ Bosch/ IFB make (Min 6.5Kg capacity)
  3. Hiring of Inverter with Battery including its connections to every room.
  4. Hiring of 3+1+1 Sofa Set with covers and Centre/Tea Table.
  5. Cleaning of all rooms of the Guest House including providing consumables for cleaning (Broom, harpic, detergent, cleaning clothes, brushes etc.)
  6. Including Standard first aid medical kit
  7. Hiring of Ceiling fan/pedastal fan (3 Blades, 1200 mm) (2 no's) for Living and Dining Room.

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8. Providing, service, maintenance of refrigerator, 220 Litre, Single door

9. Providing dining table (3"X6") with 6 Chairs-1 set

10 Providing, service and maintenance of RO/Aquaguard Water purifier, 8 Litre

2.15 Providing induction cooktop (Min 1.5KW), cooking wares for snacks, serving wares on hiring basis for preparing and serving snacks at site offices.

2.16 **Note:**

In case Contractor fails to provide the services of any SOQR item/s as per requirement informed by BHEL in writing, BHEL reserves the right to deploy own/hired/otherwise arranged resources and avail the service in full or part.

Payment of the corresponding SOQR item shall not be made to the contractor for services directly availed by BHEL for such defaults on part of the contractor.

Recovery for the differential expenses incurred by BHEL for paying directly to the deployed agency, shall be recovered from the contractor's bill/s alongwith overhead charges @5%.

In case any service is not provided by the contractor in part and BHEL deploy other agency and avail part service, the applicable part payment of the corresponding SOQR item, as decided by BHEL site Engineer shall not be paid and differential expenses incurred by BHEL in paying to the other agency shall be recovered from contractor's bill alongwith overhead @ 5%.

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## Chapter III- Facilities in the scope of Bidder/BHEL

S. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
<b>3.1</b>	<b>ESTABLISHMENT</b>			
<b>3.1.1</b>	<b>FOR CONSTRUCTION PURPOSE:</b>			
a	Open space for office (as per availability)		NA	NA
b	Open space for storage (as per availability)		NA	NA
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		NA	
d	Bidder's all office equipment, office / store / canteen/Toilet consumables		NA	
e	Toilet and Canteen facilities for the bidder's staff, Workmen supervisors and engineers etc		NA	
<b>3.1.2</b>	<b>FOR LIVING PURPOSES OF THE BIDDER</b>			
a	Open space for labour colony (as per availability)		NA	Bidder has to take care for their employee accommodation.
b	Labour Colony with internal roads, sanitation, complying with statutory requirements.		NA	Bidder has to take care for their employee accommodation.
<b>3.2.0</b>	<b>ELECTRICITY</b>			
<b>3.2.1</b>	<b>Electricity For construction purposes of Voltage 415/440 V</b>			
a	Single point source			
b	Further distribution including all materials, Energy Meter, Protection devices and its service		NA	
c	Duties and deposits including statutory clearances if applicable		NA	

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S. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
	<b>PART I</b>			
3.2.2	<b>Electricity for the Toilet office, stores, canteen etc of the bidder</b>			NA
a	Single point source			
b	Further distribution including all materials, Energy Meter, Protection devices and its service		NA	
c	Duties and deposits including statutory clearances if applicable		NA	
3.2.3	<b>Electricity for living accommodation of the bidder's staff, engineers, supervisors etc</b>		NA	.
a	Single point source		NA	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		NA	
c	Duties and deposits including statutory clearances if applicable		NA	
3.3.0	<b>WATER SUPPLY</b>			
3.3.1	<b>For construction purposes</b>		NA	
a	Making the water available at single point		NA	
b	Further distribution as per the requirement of work including supply of materials and execution		NA	
3.3.2	<b><u>Water supply for bidder's office, stores, canteen etc</u></b>			

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a	Making the water available at single point		NA	
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S. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
	<b>PART I</b>			
b	Further distribution as per the requirement of work including supply of materials and execution		NA	
<b>3.3.3</b>	<b><u>Water supply for Living Purpose</u></b>			
a	Making the water available at single point		NA	
b	Further distribution as per the requirement of work including supply of materials and execution		NA	
<b>3.4.0</b>	<b>LIGHTING</b>			
a	For construction work (supply of all the necessary materials)  1. At bidder's office/ area		NA	
b	For construction work (execution of the lighting work/ arrangements)  1. At bidders' office/area		NA	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		NA	
d	Lighting for the living purposes of the bidder at the colony / quarters		NA	
<b>3.5.0</b>	<b>COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER</b>			
a	Téléphone, fax, internet, e-mail etc.		NA	
<b>3.6.0</b>	<b>COMPRESSED AIR wherever required for the work</b>		NA	

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3.7.0	Demobilization of all the above facilities		NA	
3.8.0	TRANSPORTATION			
a	For site personnel of the bidder		NA	
S. No.	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	For bidder's equipment and consumables (T&P, Consumables etc)		Yes	<b>In bidder scope</b>
3.9	<b>Work Permits, gate pass etc. from customer for inward and outward movement of manpower, machinery, Vehicle and material etc.</b>		Yes	<b>In bidder scope</b>

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

4.0 Any T&P required by the contractor for the work/services of site establishment services/works for the subject contract shall be in the scope of the contractor.

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## Chapter V-Time Schedule:

### 5.1 Time Schedule

#### 5.1.1

The site establishment services as per tender specification for this project shall be for the duration of the **24 (Twenty-Four) months** from the date of commencement of site work.

#### 5.1.2

During the total period of contract, the contractor has to carry out the activities in a phased manner as required by BHEL site engineer.

#### 5.1.3

The site establishment services work shall be commenced as may be stipulated in the letter of award and shall be deemed as completed in all respect only when the project is completed and the decision of BHEL in this regard shall be final and binding of the contractor.

#### 5.1.4

Overall project schedule for this Project shall be as mutually agreed between BHEL & bidder.

### 5.2 Commencement of Contract Period

The date of commencement of contract period shall be within two week of issue of LOA or from date of the mutually agreed date between the bidder and BHEL engineer to start the work. In case of discrepancy, the decision of BHEL engineer will be final.

Commencement of services pertaining to each item in SOQR of each LOA/WO may vary and decision for the same shall be based on sole discretion of BHEL. Contractor shall mobilize the resources accordingly.

### 5.3 Mobilization for manpower & Associate works.

5.3.1. Vendor shall reach at site & deploy all the minimum T&P's, Consumable, and Manpower along with Bidder's site establishment as per directions of Construction Manager/ Project Manager of BHEL.

5.3.2. In order to meet above schedule in general, and any other intermediate targets set, to meet customer / project schedule requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of BHEL.

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## 5.4 CONTRACT PERIOD

The contract period for completion of entire work under the scope shall be 24 (**Twenty-Four**) **months** from the —COMMENCEMENT OF CONTRACT PERIOD as specified earlier for completion of the entire work under this package.

## 5.6 Protection of Work/Services

The contractor shall have total responsibility for protecting his works/services until it is taken over by the Employer. No claim will be entertained by the Employer or the representative of the Employer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions to comply with the specification and drawings. Should any such damage to the Contractor's Works occur because of other party not being under his supervision or control, the Contractor shall make his claim directly with the party concerned.

If disagreement, conflict, or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the Contractor's Works the same shall be rectified. The Contractor shall not cause any delay in the repair of such damaged Works because of any delay in the resolution of such disputes. The Contractor shall proceed to repair the Work immediately and no cause thereof will be assigned pending resolution of such disputes.

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## Chapter VI- Statutory Regulation

### 6.1. INTER-STATE MIGRANT WORKMEN ACT, 1979 (IN CASE BIDDER ENGAGE MANPOWER FROM OTHER STATE)

In case any portion of work involves inter-state migrant workers, then compliance to the above titled Acts as applicable shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances, it may be ensured as under:-

It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a license to the Competent Authority under ISMW Act as applicable and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of license / permission to BHEL within a period of one month from the date of award of contract.

It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these acts and rules including that of payment / deposit of cess as per the applicability under above referred Acts within a period of one month from the receipt of payment.

It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building/Inter-state Migrant workmen) engaged by the sub-contractor during the preceding month.

It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.

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## **Chapter VII: HSE (Health, Safety, Environment) and PPE (personal Protective Equipment) Guidelines**

1. Contractor shall follow all the HSE guidelines as mentioned in chapter-IX of SCC of BHEL tender documents and customer HSE guidelines.
2. In case of any dispute/ contradiction, Noval dockyard SRGM project Vizag, HSE rules and guidelines shall prevail.

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## Chapter VIII: Obligations of the Contractors

1.1 The contractor shall fully comply with the following enactments:

- (a) Contract Labor (R & A) Act, 1970 and rules formed therein under Central Rules.
- (b) Minimum Wages Act 1948.
- (c) Payment of Wages Act.
- (d) ESI Act, 1948
- (e) EPF Act, 1952
- (f) Employees' Compensation Act, 1923.
- (g) Provisions of Factories Act 1948 & Rules thereof
- (h) The inter-state migrant workmen (regulation of employment and conditions of service) Act, 1979
- (i) Payment of Bonus Act, 1965
- (j) Payment of Gratuity Act, 1972

1.2 The contractor shall obtain License from the Assistant Labour Commissioner (Central), or appropriate government if he engages twenty or more workmen.

1.3 The Contractor shall produce the following Registers and forms before commencement of work, for verification by the Executing Officer.

- (a) Form XII - Register of contractors
- (b) Form XIII - Register of workmen employed by contractor (Rule 75)
- (c) Form XIV - Employment card issued by contractor (Rule 76)
- (d) Form XVI - Muster Roll (Rule 78(1)(a)(i))
- (e) Form XVII - Register of wages (Rule 78(1)(a)(i))
- (f) Form XVIII - Register of wages-cum Muster Roll (in case of weekly payment)
- (g) Form XIX - Wage Slip (Rule 78(b))
- (h) Form XX - Register of deduction for damages or loss (Rule 78(1)(a)(ii))
- (i) Form XXI - Register of files(Rule 78(1)(a)(ii))
- (j) Form XXII - Register of advances(Rule 78(1)(a)(ii))
- (k) Form XXIII - Register of overtime(Rule 78(1)(a)(iii))

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- (1) Form XXIV- Return to be sent by the contractor to licensing officer (Rule 82(1))
- 1.4 The contractor shall make himself or his representative (supervisor) available at the work spot every day during execution of work, for effective supervision.
- 1.5 The contractor shall attend to all inspections notified/conducted by the Human Resource department, Labour department, P.F. authorities, Inspector of Factories, ESI inspectors, or any other such authorities.
- 1.6 Non-compliance of any provisions under the act/rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
- 1.7 Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post Box regularly maintained by the Post and Telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor shall be deemed sufficient service there upon he contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the BHEL official who has signed the contract.
- 1.8 The contractor must satisfy himself by personal study thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time, dispute/complaint of any nature regarding scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done nor shall any application for compensation in terms of time and money shall be accepted by BHEL regarding the above.
- 1.9 Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the "Contract Executing Officer" or his representative to such agent shall be held to have been given to the contractor himself.
- 1.10 Contractor on the advice of BHEL officials shall immediately remove any person employed by him, who may in the opinion of the BHEL official, is incompetent or involves himself in misconduct. Such persons shall not be again employed on the works without written permission of the BHEL official.
- 1.11 The contractor shall give all notices required by the Acts, regulation, bye laws, Legal Acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with BHEL. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify BHEL against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachment either by himself or by his employees.

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- 1.12 It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipment and shall indemnify BHEL against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the Employees Compensation Act and Public Liability Act as applicable, take steps to properly insure against any claims thereunder.
- 1.13 In the event of any accident in respect of which compensation may become payable under the Employees Compensation Act, VIII of 1923 whether by the contractor or by BHEL as Principal Employer, it shall be lawful for BHEL to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of BHEL shall be final in regard to all matter arising in this clause.
- 1.14 No work shall be done on Sundays or on other declared Holidays of BHEL without the written permission of BHEL officer in charge of the work. The contractor shall comply with the provisions of the Factories Act 1948 if the same are applicable. No contract labour shall be engaged on any National Holidays.
- 1.15 The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipment.
- 1.16 On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the BHEL official in charge of the work.
- 1.17 The contractor shall indemnify BHEL against all losses or damages sustained by BHEL resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by BHEL, as a consequence of failure, BHEL to give notice under the Employees Compensation Act 1923 or otherwise confirm to the provisions of the said Act in regard to such accident.
- 1.18 The contractor shall ensure adherence to all statutory requirements applicable to BHEL.
- 1.19 The contractor shall ensure abidance by all the labour laws especially including Contract labour (R&A) Act 1970, Payment of Wages Act 1936, Employees Compensation Act 1923, Minimum Wages Act 1948, ESI Act 1948, Payment of Bonus Act 1965, and Provident Fund Misc. Prov. Act 1952, as amended from time to time.
- 1.20 The contractor shall comply with provisions of Provident Fund Misc. Prov. Act 1952 through PF code allotted to him / her.

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- 1.21 Notwithstanding the above clause, in case of any financial loss incurred by company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
- 1.22 The contractor should engage only those laborers whose age is 18 (eighteen) years or more.
- 1.23 The contractor shall not resort to subcontracting under any circumstances without prior permission of BHEL. If found sub-contracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the Contract.
- 1.24 The contractor shall provide the required safety equipment to the labors engaged by him / her.
- 1.25 Contractor shall issue "Employment Card" as per statute to all labour and supervisors covered under the job work contract.
- 1.26 The contractor shall be responsible to settle any grievances of the labour deployed by him / her within two weeks.

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## Chapter IX- General

### 1.0 GENERAL

- 1.1 All the work shall be carried out as per the instructions of BHEL engineer. BHEL engineer's decision regarding the correctness of the work and method of working shall be final and binding on the Bidder.
- 1.2 The Bidder shall at his cost perform any services, tests etc, although not specified but nevertheless required for the completion of work.
- 1.3 If any portion of the work/services is found to be defective in workmanship or not conforming to BHEL requirements, the Contractor shall re-do the work at his cost failing which the work will be got done by BHEL at the cost and risk of the contractor.
- 1.3 The terminal points as decided by BHEL shall be final and binding on the Contractor.
- 1.4 All tools and tackles, fixtures, equipment, materials, manpower, supervisors/ engineers, consumables etc. required for this scope of work shall be provided by the Contractor. All expenditure including taxes and incidentals in this connection will have to be borne by him unless otherwise specified in the relevant clause.
- 1.5 The contractor shall make adequate security arrangements including employment of security personnel and ensure protection from theft, fire, pilferage, damage and loss of materials/equipment kept under bidder custody.
- 1.6 All equipment shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings etc, shall be used for handling of the equipment without the specific permission of the engineer.
- 1.7 Contractor shall ensure proper housekeeping and remove all scrap materials periodically from various work area covered in the scope and deposit the same at the place earmarked for this purpose. In case of contractor's failure to do the same, BHEL reserves the right to remove scrap at contractor's cost and risk.
- 1.8 Access to site for inspection by BHEL and customer engineers shall be made available by the contractor at all times.
- 1.9 Contractor shall mobilize sufficient quantity of sleepers for stacking of materials in his custody.
- 1.10 Site Inspection: The owner/employer / BHEL or his authorized agents may inspect various stages of work during the period of contract awarded to him. The contractor shall make necessary arrangements for such inspection and carryout the rectification

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pointed out by the owner/employer without any extra cost. No cost whatsoever for such duplication of inspection/work will be entertained.

- 1.11 Filed Quality Assurance Formats (if applicable): It is the responsibility of the contractor to collect and fill up relevant FQA Log sheets and present the same to BHEL after carrying out the necessary checks as per the log sheets and obtaining the signature of BHEL/Customer in token of their acceptance. Monthly Running Bill Payment to the contractor will be linked with the submission of these log sheets.
- 1.12 The contractor agrees to indemnify the company against all claims and losses arising as a liability under the Payment of Wages Act, Employees Provident Fund & Miscellaneous Provisions Act, Industrial Disputes Act, Employees State Insurance Act, Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act, Arbitration Act, Minimum Wages Act, Inter State Migration Act, etc. or criminal law in force so far as they relate to security personnel employed by the contractor for the company.
- 1.13 Income Tax or any other statutory dues liable to be paid by the contractor shall be recovered from the bills of the contractor for which TDS certificate will be issued by BHEL.
- 1.14 With regard to the interpretation of the terms and conditions of this contract, the decision of the Head of the BHEL HPEP RC Puram Hyderabad shall be final.
- 1.15 Any dispute arising out of this contract shall be within the jurisdiction of the Court of Hyderabad only.
- 1.16 Any addition/ deletion on the scope of work and terms and conditions under this contract shall be implemented based on mutual discussions between the "company" and the "contractor".
- 1.17 LOA/WO issued by BHEL/HPEP, Hyderabad (including the enclosures) shall form the integral part of this agreement.

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## Chapter X- Manpower Requirement

### 1 Manpower Requirement for Execution of The Contract:

- 1.1 The Site in charge of contractor shall be provided with PCs and good communication facilities like telephone, fax, email etc. at the cost and expense of the contractor. Lack of communication facilities shall not be an excuse for extension of completion date.
- 1.2 All instructions from BHEL/Customer shall be directed to the contractor through the Site in-charge and he shall be responsible for all the contractor's activities at site. The contractor shall name his authorized representative prior to or immediately on commencement of operations at site
- 1.3 The Site In charge shall be present at site during all normal working hours and his contact address after normal working hours shall be made available to BHEL so that if any emergency arises, the presence of the contractor's site Representative at site can be called for.
- 1.4 The contractor shall not change the site Representative without the consent of BHEL. Should BHEL require the replacement of the contractor's site Representative for justifiable reasons (including inadequate progress of work) the contractor shall ensure that replacement is made as soon as possible and work is not allowed to suffer delay on this account.
- 1.5 The contractor shall provide to the satisfaction of BHEL sufficient and qualified staff for the execution of works. If and whenever any of the contractor's staff is found guilty of any misconduct or be incompetent or insufficiently qualified in the performance of his duties the contractor shall remove them from site as directed by Site Engineer.
- 1.6 The contractor shall ensure that all his supervisor's staff and workmen conduct themselves in a proper manner. They shall all be persons who are familiar with and skilled at the jobs allocated to them. Any misconduct / inefficiency noted on the part of the contractor's personnel shall be brought to the attention of the contractor's site representative who shall immediately take such action as necessary including the removal of such misconducting / inefficient persons, if so required by the Engineer-in-Charge.
- 1.7 The contractor shall ensure that replacement for such persons removed from site is provided immediately and the work is not allowed to suffer delay on that account.

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## Chapter XI- Progress and Monitoring of Work/services

### 1 PROGRESS AND MONITORING OF WORK:

- 1.1 It is the responsibility of the contractor to provide all relevant information on a regular basis regarding progress, labour availability, equipment deployment, testing, etc.
- 1.2 The contractor shall submit daily, weekly and monthly progress reports, manpower reports, material reports, and equipment reports etc. as per formats specified by BHEL. The progress reports shall indicate the progress achieved against plan, indicating reasons for delays, if any. The report shall also give remedial actions which the contractor intends to make good the slippage or lost time so that further works can proceed as per the original plan the slippages do not accumulate and affect the overall Programme.
- 1.3 The contractor to reflect actual progress achieved during the month and shall be submitted to BHEL, so that slippages can be observed and necessary action taken in order to ensure that the situation does not get out of control shall update the construction schedule forming part of this contract each month.
- 1.4 If required by BHEL, the contractor shall change the sequence of his operation so that work on priority sectors can be completed within the projects schedule. The contractor shall afford maximum assistance to BHEL in this connection without causing delay to agreed completion date
- 1.5 In addition, a weekly / fortnightly progress meeting shall be held at BHEL site office for coordinating job progress and all agreements reached there at shall be maintained.
- 1.6 Wherever sequences are furnished by BHEL, the contractor shall follow the same sequence.
- 1.7 The manpower reports shall clearly indicate the manpower deployed, category wise specifying also the activities in which they are engaged.
- 1.8 During the course of Material handling, if the progress is found unsatisfactory, or if the target dates fixed from time to time for every milestone are to be advanced, or in the opinion of BHEL, if it is found that the skilled workmen like fitters, operators, technicians employed are not sufficient BHEL may induct required additional workmen to improve the progress and recover all charges incurred on this account including all expenses together with BHEL overheads from contractor's bill.

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## Chapter-XII: Other terms and condition

1. Overrun Compensation clauses are not applicable for this tender/contract or extended period if any.
2. Section-A, item no.1 to 17 of BOQ, PVC clause of GCC shall not be applicable. Rate shall remain firm till execution of the contract period.
3. Section-B, Item no.1 to 2 of BOQ; PVC & ORC clause of GCC shall not be applicable.

However, rates are fixed on the basis of total minimum wages on the basis of circular issued by Office of the Labour commissioner with effect from 01.04.2026 at the time of NIT and the same shall be revised at times when it is changed by the Government.

**Per service month rate= 1.479 x minimum wages with VDA per month (rounded to next higher fifty value). Minimum wages with VDA per month = Daily Rate Minimum Wage with VDA per day (rounded value) x 26 Days.**

### 4. Secretarial (Skilled) & Menial (Unskilled) Manpower services:

Secretarial (Skilled) manpower will be used for BHEL Offices, stores, site offices, establishments etc. as decided by BHEL. (tentatively; Computer operator-1 no., HR-1 no., Gate pass of vehicle/ other secretarial job-1 no.) (Total 2 to 3 nos. of Persons are considered; however, deployment/non-deployment shall be progressively as per BHEL RCM instruction).

Menial (Unskilled) manpower will be used for BHEL Offices/Guest Houses, stores, site offices, establishments, housekeeping/guards/upkeep of storage yards and other works as assigned as per BHEL site engineer etc. as decided by BHEL. (Total 2 to 3 nos. of Persons are considered; however, deployment shall be progressively as per BHEL RCM instruction).

Payment for Menial, Secretarial Manpower shall be made on monthly basis on actual deployment as per the awarded monthly rate against each head.

Payment for the same shall be made as per the service-month rate fixed in item no 1 to 2 of rate schedule of section-B in Terms of Payment, on pro-rata basis as at actuals.

The actual requirement of manpower shall be discussed and finalized with engineer in-charge before start of the works.

Therefore, price variation compensation and overrun compensation will not be applicable for items in section-B

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Note: BHEL at its sole discretion reserves the right to re-shuffle the work allocation of the personnel deployed for menial and secretarial services.

In case the contractor does not deploy or delays deployment of above said manpower with reference to specific instructions from BHEL, BHEL **will levy penalty for delay** in the following manner:

A. Supervision/secretarial services @ Rs100 per service-day.

B. Menial services for BHEL office and stores etc. @ Rs 100 per service-day.