

# VOLUME - IA

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


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FOR

**Demonstration of Methanol Firing in One GT at NTPC  
Kayamkulam Project**

**BHARAT HEAVY ELECTRICALS LIMITED**



|   |   |  |  |
|---|---|--|--|
|  <p><b>Technical Conditions Of Contract (TCC)</b><br/> <b>PROJECT ENGINEERING &amp; SYSTEMS</b><br/> <b>DIVISION</b><br/> <b>HYDERABAD</b></p>       | <p>Ref No: HY/PE&amp;SD/SC-Projects/TCC/2024-25/SE/ NTPC-Kayamkulam/01</p>  |  | <p>Rev. No. 00</p>   |
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## Chapter I- Project Information

| 1.0 Project Details |                                   |   |  |
|---------------------|-----------------------------------|---|--|
| 1                   | Customer                          | : | NTPC, Kayamkulam, Kerala   |
| 2                   | Project Information               | : | Demonstration of Methanol Firing in One GT at NTPC Kayamkulam  |
| 3                   | Location                          | : | Kayamkulam, Kerala   |
| 4                   | Address Detail                    | : | Choolatheruvu, Haripad in Alappuzha district, Kerala, India  |
| 5                   | Nearest Railway Station           | : | Cheppad halt RS, Harippad RS   |
| 6                   | Road Approach                     | : | 38KM towards South from District Head quarters   |
| 7                   | Nearest Air Port                  | : | Thiruvananthapuram International Airport (Approx. 110.0 Km), Kochi International Airport (Approx. 99.0 Km) |
| 11                  | Ambient Air Temperature (Average) | : | a) Maximum : 30 <sup>0</sup> C<br>b) Minimum : 25 <sup>0</sup> C   |
| 12                  | Average Relative Humidity         | : | 73%  |
| 13                  | Climatic Condition                | : | Tropical Climate   |

**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.**

## Chapter II- Scope of Work

### 2.0 SCOPE OF WORK

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

- 1) 7 seaters AC vehicle shall be deployed and should have standard tools, first aid kit and stepney.
- 2) Not all the vehicles mentioned shall be engaged at once at the start of the contract. Vehicles shall be engaged progressively as per the directions and instructions of BHEL site engineer.
- 3) Vehicle shall be running up to 75KM per day.
- 4) The vehicle will be maintained clean both inside & outside on a daily basis.
- 5) The contractor shall pay all applicable taxes and duties.
- 6) In case of vehicle breakdown, an alternative vehicle shall be arranged within four hours.
- 7) Operation hour shall be decided by site representative based on requirement.
- 8) 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).
- 9) 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.
- 10) 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.
- 11) 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.
- 12) 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.
- 13) The driver/contractor representative will meet BHEL’s representative regularly to get instruction regarding the deployment of the vehicle.
- 14) 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.
- 15) 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.
- 16) 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 Catering Services to BHEL Employees:

- 1) Services in scope of this contract shall include cooking and serving of breakfast, lunch and dinner to BHEL employees as per directions and instruction given by BHEL site engineer. Place of cooking and serving shall be provided by BHEL.
- 2) Cook cum caretaker and helper should be skilled in preparing all kind Indian food.

- 3) Cleaning of utensils and cooking premises shall be the responsibility of bidder.
- 4) All the utensils (Cooking and serving) shall be supplied in new condition. No old items shall be accepted.
- 5) One (1) Gas cylinder should always be on standby (Reserve).
- 6) Refrigerator supplied by the contractor shall be of new condition.
- 7) Bidder has to ensure quality and hygiene of food.
- 8) All the cooking ration supply shall be in the scope of BHEL.
- 9) Decision of BHEL’s site representative shall be final in case of any dispute.
- 10) Items shall be supplied in perfect working condition. All the services and materials within the scope of this contract shall have to be supplied within seven days of issue of work order.
- 11) Maintenance and repair of materials shall be in the scope of bidder.

### **2.3 Guest House Services to BHEL Employees:**

- 1) Services in scope of this contract shall include furnishing of guest house for the BHEL employees.
- 2) Cleaning of all rooms, dinning space, living room and premises shall be the responsibility of bidder.
- 3) LED Television supplied by the contractor shall be of new condition.
- 4) Fully automatic Washing Machine supplied by the contractor shall be of new condition.
- 5) Geyser supplied by the contractor shall be of new condition.
- 6) Air Conditioner supplied by the contractor shall be of new condition.
- 7) Invertor with battery supplied by the contractor shall be of new condition.
- 8) All balance items mentioned in *Chapter-V of TCC* supplied by the contractor shall be of new condition.
- 9) Decision of BHEL’s site representative shall be final in case of any dispute.
- 10) Items shall be supplied in perfect working condition. All the services and materials within the scope of this contract shall have to be supplied within seven days of issue of work order.
- 11) Maintenance and repair of equipment shall be in the scope of bidder.

### **2.4 Site Office Services to BHEL Employees:**

- 1) Services in scope of this contract shall include material management supervisory services (For material management, record keeping, etc.) to BHEL employees as per directions and instruction given by BHEL site engineer.
- 2) Services in scope of this contract shall include unskilled manpower services for miscellaneous site office works to BHEL employees as per directions and instruction given by BHEL site engineer.
- 3) Air Conditioner supplied by the contractor shall be of new condition.
- 4) Cleaning of site office premises shall be the responsibility of bidder.
- 5) All balance items mentioned in *Chapter-VI of TCC* supplied by the contractor shall be of new condition.
- 6) Decision of BHEL’s site representative shall be final in case of any dispute.
- 7) Items shall be supplied in perfect working condition. All the services and materials within the scope of this contract shall have to be supplied within seven days of issue of work order.
- 8) Maintenance and repair of equipment shall be in the scope of bidder.

**2.5 “Construction Power Distribution Arrangement” Services:** Purpose of this work is to establish (Build, operate, maintain, dismantle after contract completion and removal from site) construction power supply distribution boards, interconnection of distribution boards with customer’s compact substation (CSS) through underground cabling, earthing of all equipment and associated civil works as per appropriate rating equipments/Panels/Cables and all other necessary equipment materials for facilitating minimum three points for BHEL contractors/vendors.:

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

| S. No.       | Description<br><b>PART I</b>   | 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      |
| b            | Open space for storage (as per availability)   |                             |        | 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 consumables  |                             |        | NA      |
| e            | Canteen facilities for the bidder’s staff, supervisors and engineers etc                                       |                             |        | NA      |
| f            | Firefighting equipment like buckets, extinguishers etc   |                             |        | NA      |
| g            | Fencing of storage area, office, canteen etc of the bidder   |                             |        | NA      |
| <b>3.1.2</b> | <b>FOR LIVING PURPOSES OF THE BIDDER</b>   |                             |        |         |
| a            | Open space for labour colony (as per availability)   |                             |        | NA      |
| b            | Labour Colony with internal roads, sanitation, complying with statutory requirements.                          |                             |        | NA      |
| <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  |                             | Yes    |         |
| b            | Further distribution including all materials, Energy Meter, Protection devices and its service                 |                             | Yes    |         |
| c            | Duties and deposits including statutory clearances if applicable   |                             | Yes    |         |
| <b>3.2.2</b> | <b>Electricity for the office, stores, canteen etc of the bidder</b>   |                             |        |         |
| a            | Single point source  |                             |        | NA      |

| S. No.       | Description<br><b>PART I</b>  | Scope / to be taken care by |        | Remarks |
|--------------|---|-----------------------------|--------|---------|
|              |   | BHEL                        | Bidder |         |
| b            | Further distribution including all materials, Energy Meter, Protection devices and its service  |                             |        | NA      |
| c            | Duties and deposits including statutory clearances if applicable                                |                             |        | NA      |
| <b>3.2.3</b> | <b>Electricity for living accommodation of the bidder’s staff, engineers, supervisors etc</b>   |                             |        | .       |
| 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      |
| <b>3.3.0</b> | <b>WATER SUPPLY</b>   |                             |        |         |
| <b>3.3.1</b> | <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      |
| <b>3.3.2</b> | <b><u>Water supply for bidder’s office, stores, canteen etc</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 |                             |        |         |
| <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>   |                             |        |         |

| S. No.       | Description<br><br><b>PART I</b>  | Scope / to be taken care by |        | Remarks                 |
|--------------|---|-----------------------------|--------|-------------------------|
|              |   | BHEL                        | Bidder |                         |
| a            | For construction work (supply of all the necessary materials)<br><br>1. At bidder’s office/ area                      |                             |        | NA                      |
| b            | For construction work (execution of the lighting work/ arrangements)<br><br>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, e-mail etc.  |                             | Yes    |                         |
| <b>3.6.0</b> | <b>COMPRESSED AIR wherever required for the work</b>  |                             |        | NA                      |
| <b>3.7.0</b> | <b>Demobilization of all the above facilities</b>   |                             |        | NA                      |
| <b>3.8.0</b> | <b>TRANSPORTATION</b>   |                             |        |                         |
| a            | For personnel of the bidder   |                             | Yes    | Bidder has to take care |
| b            | For bidder’s equipment and consumables (Consumables etc.)   |                             | Yes    | Bidder has to take care |
| <b>3.9</b>   | <b>Work Permits, gate pass etc. from customer for inward and outward movement of manpower, machinery and material</b> |                             | Yes    | Bidder has to take care |

## **Chapter IV-Time Schedule**

### **5.1 Time Schedule**

#### **5.1.1**

The site office establishment services for this project shall be completed within 12 (Twelve) 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.

#### **5.1.3**

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 one week of issue of LOI 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 line item 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 material Handling & Associate works.**

#### **5.3.1**

Vendor shall reach at site & deploy all the minimum Equipment Consumable, and Manpower along with Bidder’s site establishment contract as per directions of Construction Manager/ Project Manager of BHEL

### **5.4 CONTRACT PERIOD**

The contract period for completion of entire work under scope shall be **12 (Twelve) months** from the —COMMENCEMENT OF CONTRACT PERIOD as specified earlier for completion of the entire work under this package.

### **5.5 GUARANTEE PERIOD**

NA

### **5.6 PROTECTION OF WORK**

The contractor shall have total responsibility for protecting his equipment’s and consumables at BHEL site office and guest house. No claim will be entertained by the Employer or the representative of the Employer for any damage or loss to the Contractor’s equipment’s and consumable.

### **5.7 Important Milestones**

5.7.1 Establishment of power distribution arrangement shall be completed within 30 Days from the date of commencement of work.

5.7.2 Supply and installation of one-time site office and guest house furnishing services, shall be completed within 21 Days from the date of commencement of work.

**Chapter V- Schedule of Quantities Guest House Services**

| Sl No      | Item Description   |
|------------|--|
| <b>1.0</b> | <b>Furnishing of Bedroom:</b>  |
| 1.1        | Hiring and regular maintenance of Split/ Window Air Conditioner (Min. 1 Ton), Samsung/ Hitachi, Lloyd/ Bluestar/ Voltas/ Daikin make of minimum three-star rating in bedroom |
| 1.2        | Hiring and maintenance of Geyser in bathroom (01 nos)  |
| 1.3        | Hiring of Cot (Min Size: 4'X6') and Mattresses (Size: 4'X6') with 02 pillows per bedroom   |
| 1.4        | Hiring of Bed Sheet (02nos) and pillow covers (02nos) for single bed, including changing and washing the bedsheet and pillow covers.   |
| 1.5        | Hiring of Blanket for single bed (01 nos)  |
| 1.6        | Hiring of Study Table set (Size: 3'X2') with Chair (Neel Kamal or similar make) (01 no's set)  |
| 1.7        | Hiring of Curtains for rooms windows   |
| 1.8        | Hiring of Ceiling fan (3 Blades, 1200 mm)  |
| 1.9        | Including Stainless steel drinking water bottle with 2 glasses   |
| 1.10       | Including bathroom fittings such as towel stand, bucket and mug, exhaust fan etc.  |
| <b>2.0</b> | <b>Furnishing of Living cum Dining Room:</b>   |
| 2.1        | Hiring of LED TV 32", HD Ready, Make: Samsung /Sony/ LG/ Panasonic with DTH  |
| 2.2        | Hiring of Fully automatic washing machine of Samsung/ LG/ Whirlpool/ Bosch/ IFB make (Min 6.5Kg capacity)  |
| 2.3        | Hiring of Inverter with Battery including its connections to every room  |
| 2.4        | Hiring of 3+1+1 Sofa Set with covers and Centre/Tea Table  |
| 2.5        | Cleaning of all rooms of the Guest House including providing consumables for cleaning (Broom, harpic, detergent, cleaning clothes, brushes etc.)                             |
| 2.6        | Including Standard first aid medical kit   |
| 2.7        | Hiring of Ceiling fan (3 Blades, 1200 mm) (2 no's) for Living and Dining Room  |

**Note:**

1. In case of any short supply of service (s) of any item, BHEL reserves the right to get that done through any other agency. 5% administrative charges shall be deducted from contractor's respective RA bills.

## Chapter VI- Schedule of Quantities Site Office Services

| Sl No | Item Description  |
|-------|---|
| 1     | Supplying & providing Packaged drinking water in 20L  |
| 2     | Hiring and regular maintenance of Split/ Window Air Conditioner (Min. 1 Ton), Samsung/ Hitachi, Lloyd/ Bluestar/ Voltas/ Daikin make of minimum three-star rating – 01nos at Office   |
| 3     | Supply and maintenance of PC for site office (Hiring basis)-03 Nos:<br>Minimum Specification: 17" LED Monitor/ Intel Pentium Gold 5405U processor/ 8GBRAM /1TB HDD/Windows10 /MS Office 2019 /Integrated Intel UHD Graphics,<br>Software installed: AutoCAD 2019, PDF reader<br>Make: Acer/ Lenovo/ HP/ or similar kind |
| 4     | 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-A5: 01 Nos  |
| 5     | Providing consumables for multifunctional printer, Item no 10: 2 nos A4 size 75 GSM paper ream, 1 no A3 size 75 GSM paper ream  |
| 6     | Hiring of Office furniture (For office set up): 04 No tables (3"X 6") with 08 Nos of chairs.  |
| 7     | Monthly subscription charges for dedicated internet services by using Wireless CPE, router, switch and allied equipment- Monthly Plan 8Mbps UL  |
| 8     | Providing cleaning services of Site Office, etc. cleaning including consumables like liquid surface cleaner, dish cleaning bar, broom, mop etc. all inclusive   |

### Note:

1. In case of any short supply of service (s) of any item, BHEL reserves the right to get that done through any other agency. 5% administrative charges shall be deducted from contractor's respective RA bills.

### Chapter VII: Schedule of Quantities-Catering Services

| 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 person   |
| 4     | Providing, service and maintenance of Cooking gas stove with gas connection (Two cylinder) including refilling of cylinders every month (Or as required)               |
| 5     | Providing, service, maintenance of refrigerator, 220Litre, Single door   |
| 6     | Providing dining table (3" X 6") with 6 Chairs-1 set   |
| 7     | Providing, service and maintenance of RO/Aqua guard Water purifier, 8 Liter  |
| 8     | Providing services of ‘cleaning the cooking and serving premises’ including supply consumables for cleaning (Broom, harpic, detergent, cleaning clothes, brushes etc.) |

**Note:**

1. In case of any short supply of service (s) of any item, BHEL reserves the right to get that done through any other agency. 5% administrative charges shall be deducted from contractor’s respective RA bills.

## Chapter VIII- 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 All tools and tackles, fixtures, equipment, materials, manpower, supervisors, 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.
- 1.3 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.
- 1.4 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.
- 1.5 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.
- 1.6 With regard to the interpretation of the terms and conditions of this contract, the decision of the Head of the Region/BHEL PE&SD shall be final.
- 1.7 Any dispute arising out of this contract shall be within the jurisdiction of the Court of Hyderabad only.
- 1.8 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”.
- 1.9 Letter of Award No ----- issued by BHEL/PE&SD, Hyderabad (including the enclosures) shall form the integral part of this agreement.
- 1.10 In witness hereof, the parties have respectively set their signature in the presence of:

- I. All vehicles/ electrical motors devices shall have to be provision of fire extinguisher/muffler facilities etc.
- II. Contractor shall provide FIRST AID / emergency medical facilities and maintain these facilities throughout the contract period & extension period (if any) as scope of work.

### **Chapter IX: Obligations of the Contractors**

1.1 The contractor shall fully comply with the following enactments:

- (a) Contract Labour (R & A) Act, 1970 and rules formed therein under Central Rules.
- (b) Minimum Wages Act 1948 (Wage Rates not less than that notified by State Labour Department / Central Labour Dept., / BHEL whichever is higher from time to time).
- (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))
- (l) 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.

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.

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.

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

1. Contractor shall follow all the HSE guidelines as mentioned NTPC Safety Management  
**(Annexure-II)**
2. In case of any dispute/ contradiction, NTPC HSE rules and guidelines shall prevail.

## **Chapter XI- Statutory Regulation**

**6.1 BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998 and**

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

In case any portion of work involves execution through building or construction workers and/or 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 the BOCW Act and/or 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.

## ANNEXURE- I

### WEB BASED CONTRACTORS’ LABOUR INFORMATION AND MANAGEMENT SYSTEM [CLIMS] IN NTPC.

#### INTRODUCTION:

NTPC has implemented an in house ‘captive private cloud’ based solution; **‘Contractors’ Labour Information Management System (CLIMS)’** to streamline the labour management processes, to ensure physical and social welfare of workers, statutory compliances and to get accurate picture of real time availability of workers. It has also resulted in proper keeping of records in a digitalized format and ensuring that the wages and other benefits of labour deployed at NTPC Plants are disbursed correctly and in time.

The **CLIMS application** also has inbuilt features like bio-metric attendance, medical fitness, safety training/ clearances, ESI registration and other regulatory checks. CLIMS is designed to automate several time-consuming processes in a contract involving labour force, including wage sheet processing for contractor’s labour and statutory reporting and archival. The application covers the management of information of contractors and their work contracts including management and control of contractor’s labour force; their work timings, wages, welfare, safety and health concerns. While the contractor retains ownership of labour data and enjoys full control over labour attendance, work timing, wages etc., system provides real time information windows to concerned NTPC officers like Engineer-in-charge, HR and safety department etc. for ensuring compliance of labour laws and labour welfare.

Pre-set Workflows have been incorporated in CLIMS wherein labour can enter the plant only after the requisite safety training and medical clearance. It is not only a labour information and attendance system but a system spanning bigger objectives of economic development, social justice and safety & welfare of labour. The administration of CLIMS since its rolling out has proven a game changer by all means. The digital transformation achieved through CLIMS in management of contractors’ workers has tremendously benefitted all its stakeholders. It is institutionalized in NTPC and is running successfully at 47 projects ensuring and ascertaining social security, welfare and financial stability to thousands of workers.

#### SALIENT FEATURES OF CLIMS:

**1. Repository of Contracts’ data, Work’ data and Workers’ data:** CLIMS keeps information of all types of work contracts including the contracts of project construction, regular operation or periodic maintenance. The database keeps record of the contractors, their works or contracts; single or multiple, and the labour registered by the contractors against each contract. The system also keeps record of workers’ medical fitness, safety training, skill training, training requirements, safety clearances and several other regulatory checks. A completely digital data repository of workers’ data is maintained which includes workers’ addresses, qualifications, designation, skills, bank account details, nominees, PF/ESIC numbers etc.

**2. Workers’ Biometric data:** Biometric authentication employing face detection or finger print identification ensures that there will be no unlawful entry and each entry and exit will also be immediately recorded. Biometric authentication system at all entry and exit points. This has further helped in strengthening the security of the power plants.

**3. Authentication of Workers’ for access control and attendance:** Labour authentication at plant gates and automated attendance of contractors’ labour form an important part of CLIMS. Plant gates are fitted with biometric face or finger authentication systems. All the contractors’ workmen registered in the CLIMS database have a workman ID and their finger prints and face matrix are captured and recorded by the authentication machines. All the authenticating machines at the gates are connected to the central database of CLIMS through Intranet and the in-out timing of labour at all gates is stored in the central database in real

time.

**4. Wage sheet preparation:** Wage sheets of workers are automatically generated by CLIMS application using the attendance data of workers received from biometric machines. This feature makes it possible to handle millions of numbers in a few minutes and prepare accurate wage sheets of workmen without any manual slogging. This also helps in processing of wages as per statutory guidelines and bringing transparency in wages paid to workers based on their actual attendance. Contractors, EIC, Finance and HR personnel can review the attendance and wage sheets of workers using their CLIMS portal login account. This is the most important feature of CLIMS which helps in faster wage sheet generation, statutory compliances, faster HR clearance and helps in ensuring wage payment on the last day of the Month.

**5. Data Management:** Contractors are primarily responsible for maintaining correct data of their labour force in CLIMS. Each contractor gets its own login and password to work in CLIMS. Contractor details, assigned work and worker details are filled into the CLIMS web application by contractors using their CLIMS login. Complete details of workmen are captured and stored in the system including their permanent address, emergency contacts, education level, designation & skill level, category, insurance details, EPF, UAN, ESI-IP Number, bank account details, PMJJY and PMSBY data etc. Photographs of workers and scanned identity documents are also uploaded. Contractor uploads all the required forms and documents into the CLIMS repository to get clearance of labour entry inside the plant premise.

## CLIMS Process Flow

