

# VOLUME - IA

**Technical Conditions of Contract (TCC)  
For  
“Site Establishment Services”  
FOR**

**265 TPH Steam Generation Package for  
Bina Petrochemical and Refinery Expansion  
Project (BPREP), Bina, Madhya Pradesh**

**BHARAT HEAVY ELECTRICALS**

# Technical Conditions of Contract (TCC) for Site Establishment Services

 <p><b>बीएच ई एल</b> <b>BHEL</b> Maharashtra Company</p>	<p><b>Technical Conditions of Contract (TCC)</b> <b>PROJECT ENGINEERING &amp; SYSTEMS DIVISION</b> <b>HYDERABAD</b></p>	<p>Ref No: HY/PE&amp;SD/SC- PROJECTS/ 2025- 26/TCC/ SE/ BPCL BINA/01, Rev. 00</p>												
<p><b>COPYRIGHT AND CONFIDENTIAL</b> The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED, It must not be used directly or indirectly in any way detrimental to the interest of the company.</p>	<p><b>TECHNICAL CONDITIONS OF CONTRACT (TCC)</b></p> <p>ON</p> <p><b>“HIRING OF SITE ESTABLISHMENT SERVICES “</b></p> <p><b>FOR “265 TPH STEAM GENERATION PACKAGE FOR</b></p> <p><b>BINA PETCHEM AND REFINERY EXPANSION PROJECT(BPREP), BINA, MADHYA PRADESH</b></p> <p>”</p>													
<p><b>Revisions:</b> Refer to record of revisions</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Prepared By:</td> <td style="width: 50%;">Checked By:</td> </tr> <tr> <td>Prem Kumar A</td> <td>Shiva Kumar A</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Prepared By:	Checked By:	Prem Kumar A	Shiva Kumar A			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Approved By:</td> <td style="width: 50%;">Date</td> </tr> <tr> <td>Arif Naiyer</td> <td>09-01-2025</td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Approved By:	Date	Arif Naiyer	09-01-2025		
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Prem Kumar A	Shiva Kumar A													
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# Technical Conditions of Contract (TCC) for Site Establishment Services

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## Chapter I- Project Information

<b>1.0 Project Details</b>			
1	Customer	:	BPCL BINA, MP
2	Project Information	:	<b>265 TPH STEAM GENERATION PACKAGE FOR BINA PETCHEM AND REFINERY EXPANSION PROJECT(BPREP)</b>
3	Location	:	Bina, Madhya Pradesh
4	Address Detail	:	Petro Chemical Unit, Post BORL residential complex-470124, Bina, District-Sagar, Madhya Pradesh, India.
5	Nearest Railway Station	:	Bina
6	Road Approach	:	Bhopal to Bina
7	Nearest Air Port	:	Bhopal Airport
11	Ambient Air Temperature (Average)	:	a) Maximum: -40 <sup>0</sup> C b) Minimum: -9 <sup>0</sup> C
12	Average Relative Humidity	:	52-88%
13	Climatic Condition	:	<b>humid sub-tropical</b> 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.**

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## Chapter II- Scope of Work

- 2.0 This technical specification is for the contract for **21 months** for site establishment services/works for the **265 TPH STEAM GENERATION PACKAGE FOR BINA PETCHEM AND REFINERY EXPANSION PROJECT(BPREP)**

BHEL has already received the firm order for the one set of **265 TPH Steam Generation Package**.

This specification is for site establishment services/works. Under this covers the scope for executing **265 TPH Steam Generation Package**.

The Contract Agreement shall remain valid for a period of 21 months or extension/s if any.

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

- a) Providing services of an air-conditioned seven-seater vehicle like Maruti Ertiga, 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 Four vehicle shall be deployed progressively 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:**

- i. Diesel cost shall be paid considering 10KM/ Litre vehicle mileage.
  - ii. 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.
- b) Providing services of an air-conditioned five-seater vehicle such as Maruti Dzire/Hyundai venue or similar kind for the movement of BHEL personnel within the site and the city. The vehicle shall be equipped with all standard tools, a first-aid kit, and a functional stepney. The vehicle shall be deployed

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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 progressively 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 12KM/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.

- c) 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.
- d) 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.
- e) One 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.
- f) The vehicle will be maintained clean both inside & outside on a daily basis.
- g) The contractor shall pay all applicable taxes and duties.
- h) In case of vehicle breakdown, an alternative vehicle shall be arranged within four hours.
- i) Operation hour shall be decided by site representative based on requirement.
- j) 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.
- k) 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.
- l) 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.

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- m) 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.
- n) 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.
- o) The drive/contractor representative will meet BHEL’s representative regularly to get instruction regarding the deployment of the vehicle.
- p) 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.
- q) 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.
- r) 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.
- s) Each Vehicle shall be equipped with One nos of Cordless Phone with GSM SIM Card.

## 2.1 **Catering Services to BHEL Employees/Personnel:**

- a) Services in scope of this contract shall include cooking and serving of breakfast, lunch, snacks 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.
- b) Cook cum caretaker and helper should be skilled in preparing all kind of Indian food.
- c) Cleaning of utensils and cooking shall be the responsibility of bidder.
- d) All the utensils (Cooking and serving) shall be supplied in new condition. No old items shall be accepted.
- e) One (1) Gas cylinder should always be on standby (Reserve).
- f) Refrigerator supplied by the contractor shall be of new/working condition.
- g) Bidder has to ensure quality and hygiene of food.
- h) All the cooking ration supply shall be in the scope of BHEL.
- i) Decision of BHEL’s site representative shall be final in case of any dispute.
- j) 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.
- k) Maintenance and repair of materials shall be in the scope of bidder.

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**2.1.1 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.**

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	Providing, service, maintenance of refrigerator, 220Litre, Single door
6	Providing dining table (3ft X 6ft) with 6 Chairs -1 set.
7	Providing, service and maintenance of RO/Aqua guard Water purifier, 8 Litre
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, premises and kitchen.

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

## **2.2 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 progressively are 2 nos as per instruction of the BHEL engineers.
- b) 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-A4.**  
Quantity to deployed progressively are 5 nos as per instruction of the BHEL engineers.

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- c) Providing consumables for multifunctional printer, SL NO no 03:
  - 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
- 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

- 2.3 **Providing installing Operation & Maintenance of 1 No. 25 KVA DG Set (Kirloskar/cummins/any reputed make silent version) & its complete cabling up to load points (Inclusive).**

## **Technical Specification for DG Set-Silent DG:**

### **Diesel Engine**

New Kirloskar /CUMMINS/or any other reputed brands with silent version, cabling to the load to be included. 3 cylinder, inline, 4 stroke cycle, water cooled natural aspirated, developing rated power at 1500 RPM under NTP condition of BS:5514. The engine shall be provided with electrical starting arrangement & shall give the rated electrical output at 0.8 pf, 415V at the alternator terminal.

### **Alternator**

Single bearing alternator suitable for operation generating on required KVA rating at 1500 RPM, 415 Volts, 0.8 pf(lag) suitable for 50 Hz, 3 phase, 4 wired system, confirming to BS5000/IS 4722. The Alternator is brushless type, screen protected, revolving field, self-excited, self-generated through an AVR. The alternator should have the following feature  $\pm 1.0\%$  Voltage regulation (max) in static conditions

IP: 23 protections with insulation class H, Permissible overload of 10% for one Hr in 12 Hours of operation

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**Note:** To be used as Power back-up and average daily operation of 2 Hrs (or as required by BHEL site incharge). Average prevailing diesel rates as on 1st and 15th of the respective month shall be considered for arriving at diesel rate for calculating the diesel cost. (It will be paid at actuals).

## **2.4 Supply and maintenance of PC for site office (Hire basis) for quantity approx. 25 nos. for the use of the BHEL employees; deployment of the PC for office use shall be 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 5 to 6 PCs equipped with 21" monitors.

## **2.5 Comprehensive Facility maintenance services of BHEL site establishment for Steam Generator Package at BPCL, Bina as per following specification:**

Providing operation and maintenance services for BHEL site facilities, including but not limited to the activities listed below. All materials and consumables shall be supplied by BHEL (if not mentioned in the contractor's scope) whereas all the manpower and T&P required shall be in contractor's scope. Contractor shall be responsible for providing services such as operation and maintenance, repair, replacement, and related support.:

a) Providing general electrical maintenance services for the BHEL Integrated Offices, open & closed storage area, Power feeder pillar, and other BHEL site establishments. All work shall be carried out to the complete satisfaction of the BHEL Engineer and as per their directions.

b) Providing general plumbing services for drinking water, rainwater, sewage lines, etc., covering the BHEL Integrated Office, open and closed storage areas, and other BHEL site establishments, to the complete satisfaction of the BHEL Engineer and as per their directions.

c) Providing housekeeping services, including daily cleaning of toilets and urinals, sweeping of site offices, and upkeep of the integrated office, other BHEL site establishments. Horticulture maintenance near BHEL site office establishment (Watering, Pruning, Weeding,

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Lawn care, Planting and replanting, Landscaping, BHEL shall provide the plants) or as directed by the BHEL Site Engineer.

e) General services of Carpenter/mason/fitter/welder (Need basis to be provide by contractor)- Material is in BHEL scope.

g) General air-conditioning equipment maintenance services. (need basis to be provide by contractor)-Material is in BHEL Scope.

## Note:

- i. All manpower and T&P required for the above services shall be in contractor scope (Minimum manpower required for providing such services shall be **one no of electrician on regular basis and Two nos. of housekeeping staff for round the cleaning/horticulture requirement as per BHEL**).
- ii. General Carpentry/ mason/fitter/welder & air-conditioning equipment maintenance services; skilled personal requirement shall be on need basis as per BHEL.
- iii. All materials and consumables shall be supplied by BHEL (if not mentioned in the contractor's scope/SOQR).

2.6 Semi-skilled manpower for site office activities: To carry out Misc. Office works at the site offices, reporting to the BHEL Site In-charge. **Three manpower** per month required; however actual deployment shall be as per instruction of BHEL site engineer.

2.7 Un-skilled manpower for site office activities: To carry out pantry services at site (cooking of tea, snacks and serving) and office boy duties at the site offices, reporting to the BHEL Site In-charge. **One** manpower per month required; however actual deployment shall be as per instruction of BHEL site engineer.

2.8 Un-skilled manpower for BHEL Guest House activities: to carry out Works at BHEL Guest House (Cleaning/Mopping of rooms, Cleaning and Changing of Bedsheets/Pillow covers and arranging over bed, Cleaning of Toilets & Other Misc. works at Guest House as per instruction from site engineer at the site offices, reporting to the BHEL Site In-charge. **One** manpower per month required; however actual deployment shall be as per instruction of BHEL site engineer.

2.9 Monthly subscription charges for providing dedicated Internet services to BHEL site offices (Inclusive of all equipment/cable and maintenance on 24x7 basis) -Monthly plan 50 Mbps for site office computers. (services provider shall be of Airtel, Jio, Vodafone, BSNL or similar):

## Note:

- a) Above internet facility shall be of approx. 25 to 30 PCs/Laptops.
- b) Internet Leased Line, 50Mbps (1:1) Business Internet Services, Ratio Last Mile-RF.

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- c) Other desired features: High Availability, Good browsing experience.
- d) 24 x 7 Dedicated Internet access.
- e) 24 x 7 Technical Helpdesk.
- f) Internet Bandwidth-50Mbps.
- g) Contractor has to provide the internet service, Inclusive of all equipment/cable and maintenance on 24x7 basis.
- h) Services provider shall be of Airtel, Jio, Vodafone, BSNL or similar.
- i) Internet Connection can be purchase in the name of contractor or BHEL; after consultation and approval by BHEL site in-charge.

2.10 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. Water dispensers will be provided by the contractors at different locations of site as per instructions of BHEL Site In charge. No additional payment will be made against supply of Water dispensers

2.11 Providing consumable for site office (integrated offices + toilets+ pantry etc.) like liquid surface cleaner, Hand wash, dish cleaning bar, broom, mop etc. all inclusive. Lumsum monthly payment shall be made as per SOQR item. One set of Consumable is as follows

1 set consumable of site office		
SL NO	DESCRIPTION	QTY
1	Broom	2Nos
2	Disinfectant Toilet Cleaner	5liter
3	Hand Wash	4 Liter
4	Handwash Dispenser	5 Nos
5	Toilet Air freshener	5Nos
6	Room Air Freshener	1Nos
7	Naphthalene Balls for Toilet/Urinals/Wash basins	400GM
8	Disinfectant Surface Cleaner	5liter
9	Paper Napkins (Multipurpose Tissue)-100 Pulls per Pack	3 PACKS
10	Dish wash bar	700GM

**One set per month means above items from Sl. No 1 to 10**

2.12 Providing 6 nos of Portable Telephones with SIM Cards and Monthly Recharge.

The contractor has to provide the cordless portable phones and recharge monthly. Before procurement of phones contractor is required to take the approval of BHEL site in charge for its acceptability with respect to safety norms of BPCL

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**Note:** In case of any short supply of service (s) of any item mentioned above from Sl.No.2.1 to 2.12, or items mentioned in the SOQR, BHEL reserves the right to get that done at risk & cost of contractor. Actual cost of that service and 5% administrative charges shall be deducted from contractor's respective RA bills.

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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)			Location shall be finalized after joint survey with BPCL/EIL.
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		Yes	
d	Bidder's all office equipment, office / store / canteen/Toilet consumables		Yes	
e	Toilet and Canteen facilities for the bidder's staff, Workmen supervisors and engineers etc		Yes	
<b>3.1.2</b>	<b>FOR LIVING PURPOSES OF THE BIDDER</b>			
a	Open space for labour colony (as per availability)		Yes	Bidder has to take care.
b	Labour Colony with internal roads, sanitation, complying with statutory requirements.		Yes	Bidder has to take care
<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	

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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>			Electricity shall be provided at one point and Further distribution shall be done by contractor.
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>3.2.3</b>	<b>Electricity for living accommodation of the bidder's staff, engineers, supervisors etc</b>		Yes	.
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>3.3.0</b>	<b>WATER SUPPLY</b>			
<b>3.3.1</b>	<b>For construction purposes</b>			Water shall be provided at one point and Further distribution shall be done by contractor.
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
<b>3.3.2</b>	<b><u>Water supply for bidder's office,</u></b>			

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	<u>stores, canteen etc</u>			
a	Making the water available at single point		Yes	

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		Yes	
<b>3.3.3</b>	<b><u>Water supply for Living Purpose</u></b>			Bidder has to take care.
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
<b>3.4.0</b>	<b>LIGHTING</b>			
a	For construction work (supply of all the necessary materials)  1. At bidder's office/ area		Yes	
b	For construction work (execution of the lighting work/ arrangements)  1. At bidders' office/area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
<b>3.5.0</b>	<b>COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER</b>			Bidder has to take care
a	Téléphone, fax, internet, e-mail etc.		Yes	

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

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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 “Steam Generator Unit at BPCL, Bina, Madhya Pradesh” shall be in the scope of the contractor/Bidder.

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## Chapter V-Time Schedule:

### 5.1 Time Schedule

#### 5.1.1

The site office establishment services for this project shall be the **21 (Twenty-One)** 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

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 weeks 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 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.

### 5.4 CONTRACT PERIOD

The contract period for completion of entire work under the scope shall be **21 (Twenty - one) months** from the —COMMENCEMENT OF CONTRACT PERIOD as specified earlier for completion of the entire work under this package.

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## 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.

# Technical Conditions of Contract (TCC) for Site Establishment Services

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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.

# Technical Conditions of Contract (TCC) for Site Establishment Services

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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 chapter IX of SCC.
2. In case of any dispute/ contradiction, BPCL, Bina HSE rules and guidelines shall prevail (enclosed).

# Technical Conditions of Contract (TCC) for Site Establishment Services

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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))

# Technical Conditions of Contract (TCC) for Site Establishment Services

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- (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

# Technical Conditions of Contract (TCC) for Site Establishment Services

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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

## Technical Conditions of Contract (TCC) for Site Establishment Services

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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.

# Technical Conditions of Contract (TCC) for Site Establishment Services

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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 Deleted.
- 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

# Technical Conditions of Contract (TCC) for Site Establishment Services

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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 Region/BHEL PE&SD 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/PE&SD, Hyderabad (including the enclosures) shall form the integral part of this agreement.
- 1.18 The Contractor must abide by the Provisions mentioned in Annexure -01 (HSE/Gate Pass & Misc) of this contract Document**

# Technical Conditions of Contract (TCC) for Site Establishment Services

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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.
- 1.8 Gate Pass shall be made as per BPCL Bina Procedure and annexed with TCC.

# Technical Conditions of Contract (TCC) for Site Establishment Services

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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 work, 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 (Modalities of Ordering/execution of BOQ)

1. Section A (SL NO 1-14 of BOQ)-PVC &ORC clause of GCC Not applicable. Rate shall remain firm.
2. Section B (SL NO.1-5 OF BOQ)-PVC &ORC clause of GCC Not applicable. Rate shall remain firm.
3. Section-C (SI NO no.1 ,2 &3 of BOQ)- PVC &ORC clause of GCC Not applicable. However, rates are fixed on the basis of total minimum wages on the basis of circular issued by “Office Of The Chief Labour Commissioner, Ministry of Labour & Employment, Government of India, Notification - dtd 25.09.2025 File No- 1/6 ( 5)/2025-LS-II with effect from 01.10.2025” at the time of NIT and the same shall be revised as per the revised latest circular issued by Government of India from time to time during contract period.

Payment against the Items in Section C will be paid in the following Manner-

**Per service month rate= 1.41 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.**

The factor 1.41 has been calculated taking into applicable statutory benefits and profit. Hence the Contractor must adhere to the statutory guidelines as per the acts mentioned in Chapter VIII: Obligations of the Contractors, BPCL guidelines & Govt of India Guidelines.

# Technical Conditions of Contract (TCC) for Site Establishment Services

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## **Chapter-XIII- Annexures of TCC.**

- 1) Annexure-A1: BOQ for 21 Months.
- 2) Tentative drawing of the BHEL Integrated offices.
- 3) Annexure-1 (Safety, plot plan & Other Miscellaneous Documents)