

VOLUME - IA

**Technical Conditions of Contract (TCC)
For
“Deployment of the stand-by emergency vehicle
services”
FOR
265 TPH Steam Generation Package for
Bina Petchem and Refinery Expansion Project
(BPREP), Bina, Madhya Pradesh**

BHARAT HEAVY ELECTRICALS

Technical Conditions of Contract (TCC) for “Deployment of the stand-by emergency vehicle services”

 बीएच ईएल BHEL Maharaja Company	Technical Conditions of Contract (TCC) PROJECT ENGINEERING & SYSTEMS DIVISION HYDERABAD	Ref No: HYD/HPEP- PROJECTS/Emerge ncy Vehicle/BPCL BINA/01, Rev.00		
		Rev. No. 00		
COPYRIGHT AND CONFIDENTIAL 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.	TECHNICAL CONDITIONS OF CONTRACT (TCC) ON “Deployment of the stand-by emergency vehicle services” for “265 TPH Steam Generation Package for Bina Petchem and Refinery Expansion Project (BPREP), Bina, Madhya Pradesh ”			
Revisions: Refer to record of revisions	Prepared By: Imran Javed	Checked By: D Nagaraju	Approved By: Arif Naiyer	Date 28-07-2025

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Chapter I- Project Information

1.0 Project Details			
1	Customer	:	BPCL BINA, MP
2	Project Information	:	265 TPH STEAM GENERATION PACKAGE FOR BINA PETCHEM AND REFINERY EXPANSION PROJECT(BPREP)
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 ⁰ C b) Minimum : 9 ⁰ C
12	Average Relative Humidity	:	52-88%
13	Climatic Condition	:	humid sub-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.

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Chapter II- Scope of Work

This technical specification is for the contract for 17 months for “deployment of the stand-by emergency vehicle services” for the **265 TPH STEAM GENERATION PACKAGE FOR BINA PETCHEM AND REFINERY EXPANSION PROJECT(BPREP)**

The Contract Agreement shall remain valid for a period of 17 months or extension/s if any as mutually agreed by both the parties.

2.0 The following is the scope of work:

- a) BHEL is in requirement of 1 (One) air-conditioned seven-seater Diesel engine vehicle preferably Bolero or Scorpio or similar kind for the use as emergency vehicle for the project site “265 TPH STEAM GENERATION PACKAGE FOR BINA PETCHEM AND REFINERY EXPANSION PROJECT(BPREP), BPCL BINA Madhya Pradesh @ 24 hrs x 7days (including Holidays & Sundays), deployment of the vehicle shall be as per instruction of the BHEL Site In-charge.
- b) The Contractor shall deploy one exclusive emergency vehicle at the project site, available 24 hours a day, 7 days a week, to provide the required emergency services. The vehicle shall be staffed with a sufficient number of dedicated drivers to ensure continuous coverage across all shifts (as desired by BHEL site In-charge), in compliance with the operational rules and guidelines of the Customer, BPCL Bina.
- c) To meet the 24x7 deployment requirement, the Contractor shall assign a minimum of two or three drivers (as per rules in Customer BPCL Bina project), as may be necessary, to ensure that the emergency vehicle is always manned and operationally ready. Under no circumstances shall the emergency vehicle be left without a dedicated driver on duty at any time during the deployment period.
- d) The average km run per month for this seven-seater emergency vehicle shall be approximately 1500 km.
- e) Refer the schedule of the quantity (SOQ) for the payment of the deployed emergency vehicle.
- f) The Emergency 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 at site as per instruction from the BHEL Site in-charge.

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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. The fuel cost of emergency vehicle shall be paid as per actual consumption as certified by BHEL Engineer.
 - 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.
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- g) The vehicle will be maintained clean both inside & outside on a daily basis.
 - h) The contractor shall pay all applicable taxes and duties.
 - i) In case of vehicle breakdown, an alternative vehicle shall be arranged within four hours.
 - j) Operation hour shall be decided by site representative based on requirement.
 - k) 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.
 - l) 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/contractor of vehicle.
 - m) 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.
 - n) 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.
 - o) 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.
 - p) The drive/contractor representative will meet BHEL’s representative regularly to get instruction regarding the deployment of the vehicle.
 - q) 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 of the vehicle shall be entertained by the company.
 - r) 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.
 - s) The company shall further be entitled to recover the amount so paid by way of compensation under the relevant act or under any other deducting the sum from bill or from any other sum due to him.

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- t) In case of any change in the contact details of either the Contractor/Driver, the same shall be reported to Site management. All the correspondence will be done as per the available contact details only.

- 2.1** Deployment of the **Qualified medical technicians (Male Nurse)** for administer the first aid shall be provided by the contractor/agency, total two nos. of the male nurse shall be deployed progressively for the project as per instruction from the BHEL. Shift wise deployment shall be decided by the BHEL site engineer.
- 2.2** Contractor shall provide the First Aid Box along with the first aid (refer the attached appendix-B for the details) Box size shall be suitable for first aid box to be used for items mentioned in the appendix-B. For the first time all the first aider shall be provide by the contractor, subsequently any replenish shall be done by BHEL site at the request of the male nurse deployed by the contractor.
- 2.3** It is the responsibility of the male nurse to informed the list of items of the first aid box to be procure by BHEL for the replenish/refill of the first aid box. BHEL shall arranged the refill of the first aid items as required for the site.
- 2.4** Section-B, Item no.1 of SOQ; PVC & ORC of GCC shall not be applicable. However, rates are fixed on the basis of total minimum wages on the basis of circular issued by “office of the Labour commissioner” with effect from 01.04.2026” at the time of NIT and the same shall be revised as per the revised latest circular issued by Government from time to time during contract period.

Per service month rate= 1.414 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.

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

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

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

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

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2.5 Special Terms & Conditions

- (a) The Contractor should ensure that the emergency vehicle drivers and male nurses shall meet the following:
 - i) Minimum of 2-year experience of driving vehicles with proof of valid license.
 - ii) Maintain Dress Code (driver with Blue pant & Blue Shirt and technician with White pant & White shirt), Strict Discipline, punctuality and keep the vehicle always neat and clean.
- (b) Within BHEL project site premises, the Contractor’s personnel should not do any work other than the normal duties allotted by BHEL Authorities.
- (c) The contractor shall arrange alternate driver immediately in case the actual driver falls ill, is on leave or absconds from duty.
- (d) The contractor shall make available similar relief emergency vehicle immediately in the event of any break down/accident. Such relief emergency vehicle shall be in good running condition and should meet all the requirements as per NIT.
- (e) The Contractor to obtain insurance covered for his employees and shall take comprehensive insurance coverage at his own cost. BHEL will not be responsible for any loss / damage / pilferage of his property and or his employees.
- (f) The Contractor should abide by the BPCL’s Security rules and shall provide Safety PPEs (Personnel Protection Equipment) to the Drivers and male nurses.
- (g) The Contractor shall ensure that emergency vehicle employed under this contract agreement is/are covered by a comprehensive insurance policy. Under no circumstances shall BHEL be liable to compensate for any loss or damage that may be caused to the emergency vehicle by accident or complications arising out of such contingencies like theft, fire, riots, strike and terrorism damage whether inside or outside BPCL Bina site premises while engaged.
- (h) In case BHEL be held liable for any loss, damage or compensation to third parties arising from or in relation to operations of emergency vehicle done by the Contractor such loss, damage or compensation shall be paid by Contractor to BHEL together with the costs incurred by BHEL on any legal proceedings pertaining thereto.
- (i) The Contractor will have to indemnify BHEL against the following, in case the same is thrust upon BHEL:
 - i) All claims for injury or damage to any person, property caused by his negligence or negligence of his employees while on operations.

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- ii) Failure in observance of labour and industrial laws by the contractor.
- iii) All claims by way of compensation and all other types of unforeseen claims, which may occur in the course of contract incurred by contractor.
- iv) All payments by way of compensation or otherwise which BHEL may be called upon to make under provisions of the relevant acts to any workmen as aforesaid and any cost incurred by BHEL in connection with any claim and demands whatever in respect thereof or in any loss, injury or damages whatever to any third person arising out of this contract by the contractor, their workmen servants or agents shall be recovered from contractor.
- v) For all claims, payments and losses that BHEL may have to make or suffer on account thereof the contractor shall wherever required to do so by BHEL or Govt. officials authorized under law, produce for inspection all forms, register and other papers required to be maintained under various statutes.
- (j) The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly including his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen’s compensation act or otherwise confirm o the provisions of the said act in regard to such accident.
- (k) Any amount recoverable from contractor towards the loss / damage will be recovered from the outstanding payments due or from the security deposit. In case the amount is insufficient for such recoveries, contractor shall make good the balance amount by remitting in the cash office at BHEL. The company reserves the right to enter into Parallel contracts for the same period or any part thereof.
- (l) The contract may be terminated at any time without paying compensation whatsoever to the contractor in case of misbehavior, disobedience, dishonesty, clandestine insolvency, any court order, non-sanction of road permit or any other related activities on their part or their failure to fulfill the terms & conditions of this agreement.
- (m) The contractor shall submit his bills on 5th day of the following Month. The trips will be authorized by the BHEL site Administration. In case the bills are not submitted by 5th of the following Month, these bills cannot be settled in the month in which the bills are received.
- (n) Withdrawal of contract during the contract period will entail BHEL, not only forfeiture of Security Deposit but also to appoint other at the risk and cost of the contractor.

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- (o) In case the contractor does not carry out the contractual / statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the anomaly within prescribed time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event no damages will be payable for short closure of the contract.
- (p) The Contractor shall not resort to sub-contracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract and forfeiture of security deposit.
- (q) Contractor shall be responsible for arranging gate pass of vehicle, drivers, medical technicians (Male Nurse) from BPCL/EIL(Consultant of the BPCL) and BHEL.
- (r) Contractor shall be responsible for accommodation, food and travel etc. of drivers, medical technicians (Male Nurse) within their total quoted price.

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Chapter III- Facilities in the scope of Bidder/BHEL

S. No.	Description PART I	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	ESTABLISHMENT			
3.1.1	FOR CONSTRUCTION PURPOSE:			
a	Space for Emergency vehicle parking	-	-	Space for parking the emergency vehicle shall be provided by customer/BHEL.
3.1.2	FOR LIVING PURPOSES OF THE BIDDER			
a	Open space for labour colony (as per availability)		Yes	Bidder has to take care.
3.2.0	ELECTRICITY	-	-	NA
3.3.0	WATER SUPPLY			
3.3.1	For construction purposes	-	-	NA
3.3.2	<u>Water supply for bidder’s office, stores, canteen etc</u>			
a	Making the water available at single point		Yes	Bidder has to take care.
3.3.3	<u>Water supply for Living Purpose</u>			
a	Making the water available at single point		Yes	Bidder has to take care.
3.4.0	void			
3.5.0	COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER			Bidder has to take care
3.8.0	TRANSPORTATION			Bidder has to take care
a	For site personnel of the bidder		Yes	Bidder has to take care
3.9	Gate pass etc. from customer for inward and outward movement of manpower etc.		Yes	Bidder has to take care

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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 for “deployment of the emergency vehicle” for the project “Steam Generator Unit at BPCL, Bina, Madhya Pradesh” shall be in the scope of the contractor.

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Chapter V-Time Schedule:

5.1 Time Schedule

5.1.1

The contract period for this work shall be the 17 (**Seventeen**) months from the date of commencement of site work/services.

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 work/services 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.

5.2 Commencement of Contract Period

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

Commencement of services pertaining to each item in SOQR of 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. Contractor shall reach at site & deploy all the minimum T&Ps and Manpower as per directions of Construction Manager/ Project Manager of BHEL.

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Chapter VI- BOCW is not in the scope of the contractor.

BOCW Cess is not to be borne by contractor for this contract. statutory obligations under the Building and other Construction Workers’ (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers’ Welfare Cess Act, 1996, is not applicable in this tender.

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

1. Contractor shall follow all the HSE guidelines as mentioned in SCC of BHEL specification and customer specification BPCL Bina.
2. In case of any dispute/ contradiction, BPCL HSE rules and guidelines shall prevail.
3. PPEs of Reputed make shall be made available to the driver and male nurse (as required) as per Chapter IX of SCC.

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Chapter VIII: Obligations of the Contractors

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
- k) The contractor shall obtain License from the Assistant Labour Commissioner (Central), or appropriate government if he engages twenty or more workmen.
- l) The Contractor shall produce the following Registers and forms before commencement of work, for verification by the Executing Officer.
 - 1 Form XII - Register of contractors
 - 2 Form XIII - Register of workmen employed by contractor (Rule 75)
 - 3 Form XIV - Employment card issued by contractor (Rule 76)
 - 4 Form XVI - Muster Roll (Rule 78(1)(a)(i))
 - 5 Form XVII - Register of wages (Rule 78(1)(a)(i))
 - 6 Form XVIII - Register of wages-cum Muster Roll (in case of weekly payment)
 - 7 Form XIX - Wage Slip (Rule 78(b))
 - 8 Form XX - Register of deduction for damages or loss (Rule 78(1)(a)(ii))
 - 9 Form XXI - Register of files (Rule 78(1)(a)(ii))
 - 10 Form XXII - Register of advances (Rule 78(1)(a)(ii))
 - 11 Form XXIII - Register of overtime (Rule 78(1)(a)(iii))

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- 12 Form XXIV - Return to be sent by the contractor to licensing officer (Rule 82(1))
- m) The contractor shall make himself or his representative (supervisor) available at the work spot every day during execution of work, for effective supervision.
 - n) 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.
 - o) Non-compliance of any provisions under the act/rule/instructions/guidelines shall make the contractor liable for penal action including termination of contract.
 - p) 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.
 - q) 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.
 - r) 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.
 - s) 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.
 - t) The contractor shall give all notices required by the Acts, regulation, bye laws, Legal Acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with BHEL. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify BHEL against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachment either by himself or by his employees.

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- u) 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.
- v) 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.
- w) 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.
- x) The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipment.
- y) 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.
- z) 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.
- aa) The contractor shall ensure adherence to all statutory requirements applicable to BHEL.
- bb) 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.
- cc) The contractor shall comply with provisions of Provident Fund Misc. Prov. Act 1952 through PF code allotted to him / her.

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- dd) 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.
- ee) The contractor should engage only those laborers whose age is 18 (eighteen) years or more.
- ff) 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.
- gg) The contractor shall provide the required safety equipment to the labors engaged by him / her.
- hh) Contractor shall issue "Employment Card" as per statute to all labour and supervisors covered under the job work contract.
- ii) The contractor shall be responsible to settle any grievances of the labour deployed by him / her within two weeks.
- jj) **In view of the implementation of the new labour codes, namely the code on wage, 2019, Industrial relation code, 2020, code on social security, 2020 and the occupational safety, Health and working condition code, 2020 and the publication of the corresponding central rules by the Government of India on date 08.05.2026, contractor has to ensure the strict compliance with all applicable statutory provisions.**

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Chapter- Annexures of TCC

- 1) First Aid Box along with items as per Appendix-B.