

# VOLUME - IA

Technical Conditions of Contract (TCC) FOR HSE Services

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FOR

PROJECT ENGINEERING & SYSTEMS DIVISION  
RCPURAM ,HYDERABAD

BHARAT HEAVY ELECTRICALS LIMITED



**Technical Conditions of Contract (TCC) for HSE Services**

 <p align="center"><b>Technical Conditions of Contract (TCC)</b> <b>PROJECT ENGINEERING &amp; SYSTEMS DIVISION</b> <b>HYDERABAD</b></p>	Ref No: HY/PE&SD/SC- Projects/TCC/2025-26/ HSE/02			
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<p align="center"><b>TECHNICAL CONDITIONS OF CONTRACT (TCC)</b></p> <p align="center"><b>FOR</b></p> <p align="center"><b>FRAME WORK AGREEMENT FOR HSE SERVICES</b></p>	<p align="center"><b>TECHNICAL CONDITIONS OF CONTRACT (TCC)</b></p> <p align="center"><b>FOR</b></p> <p align="center"><b>FRAME WORK AGREEMENT FOR HSE SERVICES</b></p>			
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<p><b>Revisions:</b> Refer to record of revisions</p>	Prepared By:	Checked By:	Approved By:	Date
	Priyabrata	Ambika Pr Dash	Arif Naiyer	04-03-2026

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## Technical Conditions of Contract (TCC) for HSE Services

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**Volume IA**  
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**Contract specific details**

## 1.0 Project Information

### **INTRODUCTION**

**1.1 BHARAT HEAVY ELECTRICALS LIMITED (BHEL)** - A Maharatna company is a Government of India undertaking. BHEL is an integrated power plant equipment manufacturer and one of the largest engineering and manufacturing company of its kind in India engaged in the Design, Engineering, Manufacture, Construction, Testing, Erection and Commissioning of power plants in the country and abroad.

The intent of this tender is to finalize a frame work agreement for providing the services of qualified safety engineers at various ongoing and forth-coming industrial /defence/power projects of **BHEL PE&SD Hyderabad Division**.

BHEL/PE&SD/Projects department having office at Rcpuram, Hyderabad has been actively engaged in Erection & commissioning activities of Industrial /Defence/Power Projects.

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.

The intent of specification is to outsource the services of qualified HSE Personnel: Safety engineer

Providing Safety Services Personnel Safety Engineer, hereafter mentioned as (OHSEP) for effective implementation of Health, Safety and Environment Management System at various BHEL PE&SD project Sites

Tentative requirements of Man months Project wise shall be as indicated in "**List of Projects with requirement**", attached with Tender Documents. The location and contact details of respective project sites is also indicated in **Annexure-A**.

**Note: The requirement mentioned in Annexure-A is tentative and may vary as per site requirement or upcoming Projects/Contingencies, if any. BHEL PE&SD reserves the right to increase or decrease the number of Man Month for referred services in Annexure-A. Man Month against each Safety engineer for projects indicated therein may have reassigned quantities increased or decreased as per requirement & deployment of OHSEP shall be as per the site progress at discretion of BHEL. The list in Annexure-A is not exhaustive, new projects may add in or existing sites may be removed from list depending upon site status/ requirements.**

## **2.0 Qualification and Experience of Outsourced HSE Personnel (OHSEP):**

2.1

(a) A person shall be eligible for appointment as a **safety engineer** under this contract only if he:

### **Safety Engineer:**

i. Must be a diploma/ degree in engineering (in any branch) from an AICTE/ SCTE&VT recognized institution.

ii. Must have completed successfully Post/ Advanced Diploma / Degree in Industrial Safety with construction safety as a part of syllabus from any institute recognized by SCTE & VT/ AICTE. Duration of course should be at least one year.

. Qualification acquired through distance learning mode is not accepted.

iii. Must have worked in the field of construction in HSE function (Post-safety qualification experience) for **min 2 years in case of graduate engineers or 5 years in case of Diploma holders.**

iv. The candidate should be in job while submission of CV (or at the most/ worst has left job not more than one year ago).

vii. Preferably be fluent in English, Hindi & local language will be preferred.

vi. Must have working knowledge in Computer Operation

viii. Candidates with awareness of ISO-14001 and ISO-45001 will be preferred.

v. The candidate should be not older than 50 years. He shall have sound health to withstand tough site conditions and extreme weather.

vi. The candidate will have to undergo medical checkup at site before his joining. He will only be allowed to join on successful clearance of medical check-up and found fit by BHEL site/ customer.

### **3.0 Scope of Work:**

3.1 This technical specification is for the framework agreement contract for 36 months for Outsourcing of HSE Personnel (OHSEP)

3.2 BHEL has already received the order for the projects i) 1 × 250 MW STG Package – JSW Dolvi, Maharashtra, ii) 1 × 265 TPH Boiler – BPCL, Bina, iii) Naval Dockyard Projects – Mumbai, iv) Naval Dockyard Projects- Visakhapatnam, further anticipated orders are in pipeline and same are expected to be placed by the customer in future.

3.3 This Framework Agreement contains the specification for Outsourcing of HSE Personnel (OHSEP) and cover the scope for all above projects/ as per the attached Annexure-A.

3.4 The Framework Agreement (FA) shall remain valid for a period of 36 months or extension/s if any, irrespective of BHEL receiving anticipated orders.

The duties of safety Engineers shall be to advise, assist and finally to ensure that the employer achieves the fulfillment of his obligations, statutory or otherwise concerning prevention of personal injuries, Loss to property and maintaining a safe working environment.

#### **Brief scope of work of HSE Personnel (OHSEP) but not limited to -**

3.5 Carry out HSE inspection of all offices, stores, vendors' premises, all areas of project and labour/ Employees' colonies, apply Work Methods as per BHEL's HSE Management System manual and other documents, Supervise performance of vendors' HSE / Erection & Commissioning / Construction Engineers, advise/ assist/ ensure implementation of laid down regulations among all employees so as to ensure safety of Men, Machine & Material, other tools and tackles etc. Conducting HSE audits for agencies and BHEL departments on monthly basis, issue nonconformity report/s and ensuring its closure/s and finally reporting to BHEL-PE&SD Engineer.

3.6 Providing/ associating with vendors for Job specific training, induction training, Daily tool box meetings, pre job briefing, Job Safety Analysis, HAZOP study, reviewing all minor/ major load lift plans, issuing/coordinating various types of work permits to agencies worker and submitting report for the same and ensuring compliance to respective project site requirements & effort to achieve zero reportable injury.

3.7 Preparation of all HSE related Management Information Reports (MIRs) viz., Monthly HSE report, Monthly Manpower Safety Indices Report, Preparation of Emergency Response Plan, Creation & Updating Site Specific Environmental Aspects and its impact Register, Register of Hazard Identification & Risk Assessment, Register of regulation, Preparation of OCP's etc.

3.8 Ensure conducting joint site/ stores/ offices safety walk-down surveys with HSE Personnel (OHSEP), Head of sections and construction managers of customer, vendors, and BHEL followed by joint monthly safety committee review meeting & forwarding minutes of meeting duly signed by all participants to BHEL-PE&SD.

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3.9 Creating effective systems for capturing all near miss, Minor/ Major/ Fatal incident / accidents & instantly reporting to head project BHEL-PE&SD by telephone followed by SMS shall be first & foremost duty of OHSEE. Subsequently, OHSEE shall conduct/ assist investigation of all Incidents/ accidents & recommend appropriate HSE measures under intimation to BHEL-PE&SD.

3.10 Creating awareness through safety promotional programs & regularly on implementation of various HSE documents/ advisories viz. permit systems, OCPs(operational control procedures) etc. Design campaigns, competitions & other special emphasis programs to promote HSE in the workplace.

3.11 Audit the procurement plans and status of availability of PPE & HSE devices/ tools & plants. Recommend purchase of required quantities & types of personal protective equipment, Fire Extinguishers etc. conforming to relevant standards.

3.12 Facilitate medical screening of workmen during HSE induction & annually and maintaining records thereof.

3.13 Ensure regular conducting of Mock Drills of Firefighting, First-Aid, Emergency evacuation and rescue, Cardiopulmonary resuscitation (CPR), etc. & debriefing, preparing report & circulating.

3.14 In case of high severity risk, recommend for immediate discontinuance of work until rectification, of such situations warranting immediate action in view of imminent danger to life or property or environment to Site In charge under intimation to BHEL-PE&SD.

3.15 Deployment of specific HSE Personnel (OHSEP) shall be solely at the discretion of BHEL as they may have to be shifted from one project site to another project site during the deployment during the contract period.

3.16 OHSEEs shall be mobilized/ demobilized progressively depending on BHEL project site's requirement which shall be intimated by Construction Manager/ BHEL PE&SD.

### 3.17 SITE WISE TANTATIVE DEPLOYMENT PLAN OF OHSEP (Annexure-A) :

List of Tentative Projects with requirement"- Annexure -A					
Job: Frame work agreement for Providing Safety Services Personnel (Safety engineer) for effective implementation of Health, Safety and Environment Management System at various PESD Projects Sites					
Safety Engineer					
SN	Description of Works	Manpower Requirement	Duration in Man months	Total Man months (approx.)	Address of the Project
<b>Ongoing Projects</b>					
1	1 × 250 MW STG Package – JSW Dolvi, Maharashtra	1	13	13	Dolvi, Pen, Raigad District of Maharashtra state, India

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2	1 × 265 TPH Boiler – BPCL, Bina	5	21	105	BPCL, BPREP Project Site-Bina,M.P
3	Naval Dockyard Projects – Visakhapatnam	1	18	18	Weapon equipment Depot,Gun gate Naval Dock yard,9 IRSD Area,kancharapalem,Visakhapatnam-530008
4	Naval Dockyard Projects – Mumbai	1	18	18	Naval Dock yard, SBS Road Mumbai, M.H-400023
	<b>Total</b>	<b>8</b>		<b>154</b>	

**Note: The quantities/Man-Month indicated in the BOQ is approximate only and is liable for variation. Payment will be as per actual quantity executed as certified by BHEL Engineer.**

## **4.0 Other Conditions**

4.1 Sub-letting of jobs within the agreed scope of work, in any manner is not permitted.

4.2 OHSEPs shall be governed by 'Confidentiality' clause. They shall not, in any manner, misuse the data/ information.

4.3 All Manuals, specifications and other relevant document/ data provided to HSE Personnel (OHSEP), for undertaking relevant tasks, shall be returned to BHEL after completion of job/ completion/ termination of contract. Such documents shall not be used by the HSE Personnel (OHSEP), for any purpose other than for the designated task.

4.4 All HSE Plans, data/ findings, inspection and other reports, results, etc. generated and used by the HSE Personnel (OHSEP), shall be the property of BHEL. These cannot be published/ utilized or taken away by the OHSEE, Agency or any employee of the Agency.

4.5 HSE Personnel (OHSEP), shall be fully responsible for the tasks allotted to/ undertaken by them, authenticity of the reports/results etc. They shall prepare documents, witness/ undertake assessments and submit the documents/ reports to BHEL in time without hindrance of work.

4.6 Credentials of HSE Personnel (OHSEP), shall be verified and approved by BHEL PE&SD and/ or its customer prior to their deployment. Bidder has to submit following documents for approval of HSE Personnel (OHSEP), during bid and after award of contract, if:

- 1) CV/Resume with educational background and experience, in PDF format/hard copy only, attested by Bidder authorize person and also self-attested by HSE Personnel (OHSEP), himself (MS Word/ .doc / other editable format will not be accepted)
- 2) Self-attested Copy of Experience Certificate, if any
- 3) Copy of Degree/Diploma Certificate (Full time course only)
- 4) The Bidder shall fill the format AA/CQ/A/011A/F-02 for "Particulars of HSE Agency",
- 5) Bio data of all HSE Personnel (OHSEP), in excel sheet as per enclosed
  - a. FORMAT NO: AA/CQ/A/011A/F-01

During the submission of bid, Bidder should also agree for the following:

1. BHEL can seek the following during approval of HSE Personnel (OHSEP), if contract is awarded to the bidder, before deployment
  - a) Verification of original records for qualification and Experience details of HSE Personnel (OHSEP), as per clause No. 2
  - b) Interview of HSE Personnel (OHSEP), may be conducted by BHEL, if required.
3. BHEL may conduct physical verification of OHSEEs as per Clause No 2
4. BHEL may seek additional Information to assess the capability and capacity of HSE Personnel (OHSEP), during the currency of the contract.
5. The HSE Personnel (OHSEP), should actively participate to get his inspectors qualified and Approved from BHEL Customers, if required

4.7 HSE Personnel (OHSEP), at BHEL PE&SD sites shall work under BHEL Engineers. They shall administratively report to Construction Manager through respective Reporting officer and

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technically to Project Head at PE&SD, Hyderabad. For any ambiguity, decision shall rest with Project Head at PE&SD Hyderabad.

4.8 Reasonable office space with furniture for proper functioning of the Agency's OHSEE will be provided by BHEL. Accommodation and transportation at sites to OHSEEs shall be on bidder responsibility.

Normally, the role of HSE Personnel (OHSEP), shall be the entire project site as per clause no 1.1 Project Information/Annexure-A

4.9 Each man day shall consist of 08 (eight hours) working hours excluding lunch break. However, at times work may continue over extended duty hours or on Sundays and holidays and services of HSE Personnel (OHSEP), may be required.

HSE Personnel (OHSEP), shall follow the working hours, weekly off and holidays as per norms & holiday list of BHEL site office where they are deployed.

In case OHSEEs go on long leave exceeding 10 days, the Agency will have to make suitable alternative arrangements for deployment of suitable personnel during absence. The travel expenses of such replacement OHSEE shall be in the scope of agency.

4.10 PPEs for HSE Personnel (OHSEP), shall be arranged by Agency.

4.11 It is expected to post the person and make him available at respective sites on intimation by BHEL as per the mobilization plan. In any case posting should be affected within fifteen days. However, in case where HSE Personnel (OHSEP), is on leave for more than 10 days, his replacement/ substitution is straightaway necessary.

4.12 Agency shall submit monthly report to Project head BHEL PE&SD, indicating cumulative deployment of HSE Personnel (OHSEP), and other details as may be required by BHEL.

4.13 BHEL reserves the right to regulate strength of deployment of Agency's manpower as per requirements and/ or to short-close/ terminate the contract. In such eventuality, 15 days' notice shall be given by BHEL to the Agency and payment shall be made for the completed months or part thereof on pro-rata basis. No other compensation will be given by BHEL.

4.14 Definitions: One month: 26 working days in a calendar month, Prorate one-man day: 1/26-man month. One Man-day: 8 Hrs. working (Excluding Site Lunchtime)

**Note: - In case if any month having less than 26 working days, in that case total number of working days at sites shall be consider as one month**

4.15 In case the performance of any HSE Personnel (OHSEP), is found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable HSE personnel, from the date HSE Personnel (OHSEP), has been notified as unsatisfactory. Replacement of such persons will have to be arranged by the Agency within 15 days.

4.16 In case any HSE Personnel (OHSEP), found to indulge in malpractice/s, their services will be terminated with immediate effect without giving any notice.

4.17 The Agency shall be responsible for medical expenses & life insurance for deployed HSE Personnel (OHSEP), . It shall be the sole responsibility of Agency to take insurance policies for the

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OHSEEs against risks of accidents and injury while at work and make compensation as per applicable rules and regulations prevalent in the area. Copy of insurance policy shall be submitted to BHEL before deployment.

4.18 If due to negligence and/ or non-observance of safety and other precautions by HSE Personnel (OHSEP), , any accident/ injury occurs to any other person(s)/ public, the Agency shall bear compensation and other liabilities as decided by appropriate authority.

4.19 Agency performance shall be monitored & communicated over mail , BHEL reserves the right to terminate the contract or demand for replacement, in case OHSEPs performance is not satisfactory.

4.20 **Insurance:** Insurance of manpower deployed by the agency, shall be insured by the agency itself. Other conditions of Insurance shall be as per relevant clause of GCC.

4.21 **Health, Safety & Environment:** Vendor has to follow HSE norms applicable at project site during execution of entire contract period for the Safety of the deputed personnel

4.22 **Compliance:** Successful bidder shall ensure that its employees, servants, consultants and agents abide by all Applicable Law, relating to the performance of the Work and by all rules and regulations of those Governmental Authorities and persons who have control or jurisdiction over the Site (including the timely payment of any and all fees, assessments, or other governmental charges and registrations with relevant agencies or other Governmental Authorities required in connection therewith) and with the terms and conditions of any Authorizations.

4.23 Successful bidder shall furnish to the BHEL / Employer, promptly upon request, such information concerning its employees, consultants, servants and agents as BHEL / Employer may be required to furnish to any applicable Governmental Authorities

4.24 Bidder shall provide its safety personnel raincoat, gumboot, safety shoe, goggles, binocular, torchlight and enough other welfare support as they will be required to work at odd hours and face adverse climate at site. No additional payment will be made by BHEL on account of that

## **5.0 Site Visit**

The Bidders are advised to acquaint themselves with the sites for capturing general working conditions at any given site by visiting either/ both of the project Sites mentioned in the tender elsewhere before quoting. However, conditions may vary at new Projects most likely in the States as mentioned in Clause no1.1 project Information/ Annexure-A

## **6.0 Mode of operation & Distribution of this Framework Agreement**

6.1 After acceptance of the L-1 bidder's bid by the competent authority, "**Letter of Intent**" will be placed by BHEL for entering into the framework agreement after submission of security deposit @ 5% of the total framework agreement value for "**Total Man Month**" (Attached as Annexure A). Clause no. 1.10 of GCC shall be applicable for submission of Security Deposit.

6.2 BHEL after issue of LOI shall place letter of Award "**LOA**" on the successful L-1 bidder for **Man Month Quantities** (Attached as Annexure- A) with contract period of 36 months. "General Conditions of Contract (GCC)", "Special Conditions of Contract (SCC)", "Forms & Procedures" shall be applicable for this "Work Order/LOA" as well as subsequent "Work Orders/LOAs". Quantity and duration to be decided based on project-specific requirements which shall be placed by BHEL/PESD during the validity period of FA and extended period, if any depending on the requirement.

6.3 Each "Work Order" shall be treated as separate contract with their corresponding contract period. The terms & conditions of each of these contracts shall be governed by "GCC", "SCC", "TCC", "NIT" except of clause no. 1.10 of GCC.

6.4 BHEL reserves all rights to operate this contract as per project requirements and its sole discretion.

6.5 Safety Personnel shall be mobilized/ demobilized progressively depending on BHEL project site's requirement which shall be intimated by Construction Manager

6.6 Schedule is given for total deployment covering requirement at various projects together. However, actual man month deployed at project sites may vary to any extent. The quoted man-month rate shall remain firm throughout the period of Contract.

6.7 BHEL-PESD/Project Dept, issue separate Work Order against the Contracts for deployment of Outsourced HSEPs as per Site requirement

**6.8 Quantity variation:** The quantities given in the contract are tentative and may change to any extent (both in plus side and minus side). No compensation becomes payable for variation of the final executed contract value in any side (Plus or Minus). Also, no compensation becomes payable in case the contract gets partially executed/ short closed/ terminated/ work withdrawn under Rights of BHEL mentioned in Clause 2.7 of GCC. There shall not be any compensation for any variation of quantities of man months.

6.8 Each of these Safety personnel shall be deployed as per instruction of BHEL and shall coordinate with all sub-agencies for facilitating implementation of HSE system.

## **7.0 Time Schedule & Mobilization**

### **7.1 Contract Period**

The period of Frame work agreement is for 36 months from the date of “**letter of award**”. However, this Frame work agreement may be extended for further period of up to 03 (Three) Months at the discretion of BHEL.

### **7.2 Mobilization**

HSE Personnel (OHSEP), shall be mobilized within 15 days from the date of receipt of clearance/ intimation from BHEL. Following will be the mode for deployment of OHSEP at site.

7.2.1 Intimation for deployment of HSE Personnel (OHSEP) shall be sent to RCM of respective project.

7.2.2 On receipt of intimation for HSE Personnel (OHSEP) deployment, Contractor shall submit credentials of each HSE Personnel (OHSEP), to respective site In-charge of BHEL as given in intimation letter and copy shall be forwarded to Subcontracting-Projects/PE&SD,Hyderabad.

7.2.3 The Contractor shall obtain acceptance/ approval from respective Site In-charge of BHEL for credentials of each HSE Personnel (OHSEP). Deployment of HSE Personnel (OHSEP) shall be subject to acceptance/ approval of credentials of (OHSEP) by BHEL site in-charge.

7.2.4 Contractor shall deploy HSE Personnel (OHSEP), at site within 15 days of the intimation as at Sr. No. 6.2.1 above after obtaining acceptance/ approval as at Sr. No. 6.2.3.

### **7.3 PENALTY**

7.3.1 After submission of credential, the agency shall obtain acceptance/ approval from respective Site In-charge/HSE official at site. BHEL site HSE official shall issue acceptance/ approval to the agency. Then Agency shall deploy OHSEP within 30 days from work order issuing date. In case agency failed deploy OHSEP's, for any reason what so ever, within 30 days from issue work order then penalty of Rs 250/- per man-day shall be applicable from 31st day of date of such work order to the concern agency. In case agency fail to deploy OHSEPs even after 2 months of issue of work order then Rs. 100/- per man days will be added with penalty of Rs. 250/- per man-day, in each month up to deployment of OHSEPs. Details of penalty-imposed month wise mention in below table as an example for reference purpose.

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Work Order Issued Date	Agency Name	Scheduled Deployment of OHSEPs date	Penalty imposed from date	Penalty amount
WO 01 dtd. 10.02.2026	XYZ	10.03.2026	11.03.2026	250 per man days
			11.04.2026	350 per man days
			11.05.2026	450 per man days
			11.06.2026	550 per man days
			11.07.2026	650 per man days
So on...				

7.3.2 Against Each Work order, OHSEPs is obliged to fill the Joining Format (Annexure-I) once reach at BHEL site office & the same filled formant shall be submitted along with its respective RA Bill.

7.3.3 In case OHSEPs go on resignation/ long leave exceeding 10 days, the Contractor will have to make suitable alternative arrangements for deployment of suitable personnel during the absenteeism. **In case substitute OHSEPs is not deployed by the agencies within 30 days (hereafter known as Period1) from the date of absenteeism of OHSEP deployed at site, BHEL will impose penalty from (Period1+1) th day onwards @ Rs. 250 per man-day**

**Period1 indicated above shall be 30 days, for 3 times only, at a single project/ Site location. After 3 times, Period1 shall be 15 days**

7.3.4 Penalty shall be deducted on pro-rata basis from the available amount of agency with BHEL in any form including earliest monthly bill or Security deposit (SD) or from any sites where agency is working.

**Note: - The aforesaid LD/penalty (total against delayed deployment and replacement delay) shall be limited to 10 % of contract value (i.e. Respective Work Order value).**

## **8.0 Terms of Payment**

8.1	Based on actual man months deployed and certification by Construction Manager for services at site, monthly payment will be made from the date of submission of complete RA bills subject to verification.
8.2	The contractor shall submit his monthly RA bills with all the details required by BHEL on specified date every month covering progress of work in all respects and areas for the previous calendar month in prescribed format. It shall be the responsibility of Agency to obtain and submit certificate from BHEL authority regarding deployment of OHSEP (attendance statement).
8.3	Period between 1st day of the last month to last day of that month shall constitute one month.
8.4	The Agency shall preferably submit the monthly bills along with certification and Proof of Salary slips for all the OHSEPs deployed at site (as mentioned above) latest by 7th of succeeding month to respective BHEL-PESD project site
8.5	It is the responsibility of the contractor to make his own arrangements for making timely payments towards labour wages, statutory payments, outstanding dues etc. and other dues in the meanwhile. Deductions, if any, shall be made by BHEL from the monthly bill and payment shall be made subject to correctness and completeness of the bill.
8.6	The RA bill payment shall be made as per Cl no 2.23 of GCC. BHEL shall release payment through Electronic Fund Transfer (EFT)/RTGS. In order to implement this system, Contractor to furnish details pertaining to his Bank Accounts where proceeds will be transferred through BHEL's banker, as per prescribed formats: Note: BHEL may also choose to release payment by other alternative modes as applicable
8.7	Bill Certifying Authority shall be the Construction Manager of the Site/BHEL Engineer. Any change in the paying Authority shall be intimated to the Contractor accordingly. However, schedule of regular disbursement of payment to OHSEPs shall be ensured by agency irrespective of release of payment from BHEL & no delay in disbursement of salary to OHSEPs on this ground shall be acceptable.
8.8	<b>Secured Recoverable Advance :</b> Secured Recoverable Advance is not payable in this contract. As such cl no.: 2.13 of GCC is not applicable.
8.9	<b>Price Variation Clause/ Revision of Rates :</b> The accepted rates shall remain firm throughout the execution/agreement period including extension period (if any) and no escalation/ revision shall be payable. As such cl no.: 2.17 of GCC shall not be applicable.
8.10	<b>Overrun Compensation:</b> Overrun Compensation not applicable to this contract. As such cl no.: 2.12 of GCC is not applicable.

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8.11	<p><b>Following are the Document shall be submitted along with RA Bill.</b> (A) Joining Format/ details of OHSEPs (as applicable). (B) Absentee's statement. (C) Any other statutory document as mentioned below, as per applicability of Contract if any</p> <p>GST Complied Invoice of the work done as per approved BBU. WAM -6 for RA Bill. Jointly signed Measurement sheet. Power of Attorney before submission of Bill. Validity of Bank Guarantees as applicable under the contract.</p> <p>HR/IR compliance documents:</p> <ul style="list-style-type: none"><li>i. Wages payment sheet as per applicable minimum wages.</li><li>ii. Proof of PF contribution submission.</li><li>iii. Proof of ESI/ WC contribution submission</li><li>iv. Proof of Bonus payment as per Bonus Act if applicable.</li><li>v. Proof of EL payment if applicable.</li><li>vi. Any other statutory document if applicable</li></ul>
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Note : Payment shall be made based on actual deployment of OHSEPs at sites (after deduction of penalty in case of non-deployment).

### 9.0 Statutory Regulation

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.

### 10.0: HSE (Health, Safety, Environment) and PPE (personal Protective Equipment) Guidelines

- 1 Contractor shall follow all the HSE guidelines as mentioned chapter IX off SCC.
- 2 In case of any dispute/ contradiction, BHEL /respective project site customer HSE rules and guidelines shall prevail.

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### 11.0 Taxes and Duties

11.1	<p>The contractor shall pay all (save the specific exclusions as enumerated in this clause) taxes, fees, license, charges, deposits, duties, tools, royalty, commissions, other charges, etc. which may be levied on the input goods &amp; services consumed and output goods &amp; services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes/duties, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.</p> <p>However, provisions regarding GST on output supply (goods/service) and TDS/TCS as per Income Tax Act shall be as per following clauses.</p>
11.2	GST (Goods and Services Tax)
11.2.1	<p>GST as applicable on output supply (goods/services) are excluded from contractor's scope; therefore, contractor's price/rates shall be exclusive of GST. Reimbursement of GST is subject to compliance of following terms and conditions. BHEL shall have the right to deny payment of GST and to recover any loss to BHEL on account of tax, interest, penalty etc. for non-compliance of any of the following condition.</p>
11.2.2	<p>The admissibility of GST, taxes and duties referred in this chapter or elsewhere in the contract shall be limited to direct transactions between BHEL &amp; its Contractor. BHEL shall not consider GST on any transaction other than the direct transaction between BHEL &amp; its Contractor.</p>
11.2.3	<p>Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes. Where the GST laws permit more than one option or methodology for discharging the liability of tax/levy/duty, BHEL shall have the right to adopt the appropriate one considering the amount of tax liability on BHEL/Client as well as procedural simplicity with regard to assessment of the liability. The option chosen by BHEL shall be binding on the Contractor for discharging the obligation of BHEL in respect of the tax liability to the Contractor.</p>
11.2.4	<p>Contractor has to submit GST registration certificate of the concerned state. Contractor also needs to ensure that the submitted GST registration certificate should be in active status during the entire contract period.</p>
11.2.5	<p>Contractor/Vendor has to issue Invoice/Debit Note/Credit Note indicating HSN/SAC code, Description, Value, Rate, applicable tax and other particulars in compliance with the provisions of relevant GST Act and Rules made thereunder.</p>

## Technical Conditions of Contract (TCC) for HSE Services

11.2.6	<p>Vendor has to submit GST compliant invoice within the due date of invoice as per GST Law. In case of delay, BHEL reserves the right of denial of GST payment if there occurs any hardship to BHEL in claiming the input thereof. In case of goods, vendor has to provide scan copy of invoice &amp; GR/LR/RR to BHEL before movement of goods starts to enable BHEL to meet its GST related compliances.</p> <p>Special care should be taken in case of month end transactions.</p>
11.2.7	<p>Vendor has to ensure that invoice in respect of such services which have been provided/completed on or before end of the month should not bear the date later than last working day of the month in which services are performed.</p>
11.2.8	<p>Subject to other provisions of the contract, GST amount claimed in the invoice shall be released on fulfilment of all the following conditions by the Contractor: -</p> <ol style="list-style-type: none"><li>a. Supply of goods and/or services have been received by BHEL.</li><li>b. Original Tax Invoice has been submitted to BHEL.</li><li>c. Contractor/ Vendor has submitted all the documents required for processing of bill as per contract/ purchase order/ work order.</li><li>d. In cases where e-invoicing provision is applicable, vendor/contractor is required to submit invoice in compliance with e-invoicing provisions of GST Act and Rules made thereunder.</li><li>e. Contractor has filed all the relevant GST return (e.g. GSTR-1, GSTR-3B, etc.) pertaining to the invoice submitted and submit the proof of such return along with immediate subsequent invoice. In case of final invoice/ bill, contractor has to submit proof of such return within fifteen days from the due date of relevant return.</li><li>f. Respective invoice has appeared in BHEL's GSTR - 2A for the month corresponding to the month of invoice and in GSTR-2B of the month in which such invoices has been reported by the contractor along with status of ITC availability as "YES" in GSTR-2B. Alternatively, BG of appropriate value may be furnished which shall be valid at least one month beyond the due date of confirmation of relevant payment of GST on GSTN portal or sufficient security is available to adjust the financial impact in case of any default by the contractor.</li><li>g. Contractor has to submit an undertaking confirming the payment of all due GST in respect of invoices pertaining to BHEL.</li></ol>

## Technical Conditions of Contract (TCC) for HSE Services

11.2.9	Any financial loss arises to BHEL on account of failure or delay in submission of any document as per contract/purchase order/work order at the time of submission of Tax invoice to BHEL, shall be deducted from contractor's bill or otherwise as deemed fit.
11.2.10	TDS as applicable under GST law shall be deducted from contractor's bill.
11.2.11	Contractor shall comply with the provisions of e-way bill wherever applicable. Further wherever provisions of GST Act permits, all the e-way bills , road permits etc. required for transportation of goods needs to be arranged by the contractor.
11.2.12	Contractor shall be solely responsible for discharging his GST liability according to the provisions of GST Law and BHEL will not entertain any claim of GST/interest/penalty or any other liability on account of failure of contractor in complying the provisions of GST Law or discharging the GST liability in a manner laid down thereunder.
11.2.13	In case declaration of any invoice is delayed by the vendor in his GST return or any invoice is subsequently amended/alterd/deleted on GSTN portal which results in any adverse financial implication on BHEL, the financial impact thereof including interest/penalty shall be recovered from the Contactor's due payment.
11.2.14	Any denial of input credit to BHEL or arising of any tax liability on BHEL due to non-compliance of GST Law by the Contractor in any manner, will be recovered along with liability on account of interest and penalty (if any) from the payments due to the Contactor.
11.2.15	In the event of any ambiguity in GST law with respect to availability of input credit of GST charged on the invoice raised by the contractor or with respect to any other matter having impact on BHEL, BHEL's decision shall be final and binding on the contractor.
11.2.16	<p><b>Variation in Taxes &amp; Duties:</b></p> <p>Any upward variation in GST shall be considered for reimbursement provided supply of goods and services are made within schedule date stipulated in the contract or approved extended schedule for the reason solely attributable to BHEL. However downward variation shall be subject to adjustment as per actual GST applicability.</p> <p>In case the Government imposes any new levy/tax on the output service/goods after price bid opening, the same shall be reimbursed by BHEL at actual. The reimbursement under this clause is restricted to the direct transaction between BHEL and its contactor only and within the contractual delivery period only.</p>

## Technical Conditions of Contract (TCC) for HSE Services

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	<p>In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer but before opening of the price Bid, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of price bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.</p>
11.3	<p>Income Tax: TDS/TCS as applicable under Income Tax Act, 1961 or rules made thereunder shall be deducted/collected from contractor's bill.</p>

## 12.0 formats

## Technical Conditions of Contract (TCC) for HSE Services

**FORMAT NO: AA/CQ/A/011A/F-01**

**Bio data of all persons offered to BHEL for OHSEEs (Hierarchy wise)**

SL No.	Name	Date of Birth dd/mm/yy	Age as on 31 March 2019	%tage of Marks (#)	Technical Qualification (Graduation/ Diploma)	Additional Qualification	Date of Joining in Present Company dd/mm/yy	Experience* in inspection in areas as mentioned in clause 2 (please write the specific name of the product)		Specimen Signature (attested)	Details**
								No. of Years*	Field		
1											
2											

# Mark sheet of Individual (Only Photocopy, Self-Attested by Individual) to be enclosed

\* If experience is in other companies, please give Details \*\* ( No of Years , Field and Company Name)

All the information provided is true to the best of my Knowledge and any perjured or untrue information may lead to termination of this contract.

Signature of Authorized Person

Name:

Date:

Seal:

## Technical Conditions of Contract (TCC) for HSE Services

Particulars of HSE services		FORMAT No: AA/CQ/A/011A/F-02	
1.3.1	Name of the Company		
1.3.2	Head Office		
	i) Address		Fax No.
	ii) Phone No.		Website:
	iii) Email		
1.3.3	Chief Executive		
	i) Name		
	ii) Designation		
	iii) Office Address		
	iv) Phone No.		Mob. No
	v) Email id:		
	vi) Qualification		
	vii) Profile		
	viii) Experience		
1.3.4	Ownership	Please put v (tick mark) in appropriate box	
		Govt of India Undertaking	State Govt Undertaking
		Public Limited Company	Private Limited Company
		Partnership/Individual Firm	Other (Please specify)
	Please provide documentary proof, such as, Memorandum & Articles of Association, Company Registration certificate, Partnership Deed, as applicable		
1.3.5	i) Total No. of Persons		
	ii) No of Persons engaged in HSE services		
1.3.6	Particulars of Branches: (Add separate sheet if required)		
	i) Location:		
	ii) Name of Branch Manager		
	iii) Address		
	iv) Phone No.		Mob No.
	v) Fax No.		
	vi) Website		
	vii) Email Id:		
	viii) Total No. of Persons		
	ix) No of persons engaged in Inspection		
1.3.7	Date of Incorporation/Registration		
	Total		
1.3.8	Quality Manual (to be enclosed)		
1.3.9	Registration with statutory Bodies		

## Technical Conditions of Contract (TCC) for HSE Services

	a)	Income TAX PAN No					
	b)	Registration No. (Please enclose relevant letter/certificate)					
1.3.10	a)	ISO: 9001 certified	YES/NO				
	b)	If Yes, Year of Certification					
	c)	Certification Body & Certificate No.					
	d)	ISO/IEC certified:	YES/NO				
	e)	If Yes, Year of Certification					
	f)	Certification Body & Certificate No.					
1.3.11	Organization: (Please enclose Organization chart)						
1.3.12	<b>List of Clients for which Purchase Order and Completion Certificate/ Evidence of Completion of HSE Contract have been submitted</b>						
	Sl No.	Client	Supplier(s)	Item(s)	P.O/ Contract No	Value	Re ma rk

<b><u>Joining Format Annex-1</u></b>	
<b>Ref No - Work Order No.:-</b>	<b>WO Date:-</b>
<b>Credential Submitted by Agency (Date)-</b>	
<b>Date of Approval of Credential by BHEL Site:-</b>	
<b>Name of AGENCY:-</b>	
<b>Name Of (OHSEP), :-</b>	
<b>Category (Engineer)</b>	
<b>AADHAR No.</b>	
<b>Email ID</b>	
<b>Blood Group</b>	
<b>OHSEPs Address (As per AADHAR Card)</b>	
<b>Mobile No.</b>	
<b>Emergency Contact No.</b>	

**Technical Conditions of Contract (TCC) for HSE Services**

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<b>Experience</b>	
<b>Date of Joining of OHSEP's at Site:-</b>	
<b>Remarks (If any)</b>	
<b>Note: - Any other document, if required shall be submitted by OHSEP's.</b>	
<b>Declaration: - The information submitted here above is true in nature and I own the responsibility in case of any deviation.</b>	
<b>Name &amp; Date :-</b>	<b>Signature of OHSEP</b>