

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-I: Project Information

As a part of scope of work, Safety Engineers for Safety consultancy services are to be deployed by bidder at following BHEL –TBG sites:

S No.	Site/ Location	Customer
1	BANASKANTHA	POWERGRID
2	AJMER / CHITTORGARH	POWERGRID
3	BHUJ	POWERGRID
4	ROURKELA	NTPC
5	NORTH KARANPURA	NTPC
6	NABI NAGAR	NTPC
7	HAZIRA	ONGC
8	TUMKUR-PAVAGARH	POWERGRID
9	TUMKUR-VASANTPUR	POWERGRID
10	MYSORE	POWERGRID
11	YEHLANKA	KPCL

**Note:** The above list indicates the sites where deployment of Safety Engineers is envisaged during the normal contract period. However, TBG has its operation at many other sites spread all over India. During the contract period, more sites and corresponding areas of work can be included.

### **2.0 SCOPE OF WORK FOR SAFETY CONSULTANCY SERVICES**

BHEL / TBG (henceforth called "BHEL- TBG") is engaged in the Civil Works, Erection & Commissioning of Switchyards located throughout India. It proposes to outsource Safety Consultancy Services. The scope of which is detailed in the following paragraphs.

All of what is detailed below shall be done in consultation with and/ or under the guidance of BHEL personnel designated for the purpose.

#### **2.1 Detailed Scope of Safety Consultancy (Site)**

The scope of services shall include providing Safety Consultancy Services at site during civil works, erection, pre-commissioning and commissioning stages of various packages / equipments in the scope of BHEL as per the general engineering practices so that the work is completed to the complete satisfaction of all concerned w.r.t. the safety aspects.

Safety Consultancy Services (Site) scope shall include but shall not be limited to the following:

- 2.1.1 To assist Site Incharge in the identification & implementation of Occupational Health related Management Programmes (OHMP).
- 2.1.2 To assist Site Incharge for compliance of Operation Control Procedures (OCP) and legal compliances related to Occupational Health.
- 2.1.3 To create awareness on all applicable Statutory Requirements in relation to safety matters among contract labours.
- 2.1.4 Designing Site Specific safety Management Plan.
- 2.1.5 Ensuring relevant Safety Documents are available at Site through interaction with HQ through Site Incharge.
- 2.1.6 Finalizing list of Safety documents to be generated from Site.
- 2.1.7 To assist Site Incharge in the continuous identification of Hazard / risk and its analysis.
- 2.1.8 To advise site-In charge on safety related issues and submit weekly reports to Site-In charge on activities / compliance of safety norms.
- 2.1.9 Ensuring and conducting regular Tool Box Meeting.

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- 2.1.10 Conducting periodic training to BHEL / Contractor's employees on Fire Fighting System, Accident prevention, proper use of tools & tackles, Demonstration on use of PPEs, Electrical safety Systems, Good Safety Practices at Site and the essence of all the applicable Statutory Requirements.
- 2.1.11 Conducting periodic Safety Audits at Site as per IS and International Standards / Periodic Safety Meeting and the required follow up actions.
- 2.1.12 To ensure regular Site Safety reporting to HQ.
- 2.1.13 Planning for on Site Emergencies and emergency preparedness plan in coordination with Customer.
- 2.1.14 Conducting mock drill once in six month to ensure preparedness in case of emergencies like fire, accident etc.
- 2.1.15 Assisting Site Incharge in the design of Storage areas from Safety point of view.
- 2.1.16 To assist in Customer specific Safety assignments if any.
- 2.1.17 To assist Site Incharge in the formation of Safety / Fire Safety Committees.
- 2.1.18 To participate and witness the Inspection & Testing of Tools & Plants conducted by approved / competent agencies.
- 2.1.19 To assist Site Incharge in identifying & executing Management Programmes (MP) in Safety.
- 2.1.20 To assist Site Incharge in the compliance of Operation Control Procedures (OCP) and legal compliances related to Safety.
- 2.1.21 To assist Site Incharge in the continuous identification of Aspect / Impact and Its analysis.
- 2.1.22 To assist Site Incharge in the identification & implementation of Environmental Management Programmes (EMP)
- 2.1.23 To assist Site Incharge in the compliance of Operation Control Procedures (OCP) and legal compliances related to Environment.
- 2.1.24 To assist Site Incharge in the identification and implementation of resource and Energy Conservation practices.

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- 2.1.25 To assist Site Incharge to adopt Pollution Control measures wherever possible
- 2.1.26 To maintain/ verify with contractors statutory records, documents and to make available them as and when called for by the statutory authorities like labour commissioner, inspector of factories etc.
- 2.1.27 To assist Site In charge in case of any unfortunate accidents including liaising with statutory authorities.
- 2.1.28 Maintenance of Statutory / Legal documents, Registers, Dairy with regard to requirement at site as well as required under BHEL HSE Manual.
- 2.1.29 Provide necessary advice to BHEL w.r.t. all Safety aspects at project sites and ensure implementation of the same for an ultimate accident free site.
- 2.1.30 Coordinate and ensure timely Third Party Inspection/Certification of Cranes/Hydras/Lifts/Other Lifting Appliances & Gears used at Site.
- 2.1.31 Conduct investigation of all accident/dangerous occurrences & recommend appropriate safety measures to prevent re-occurrence.
- 2.1.32 To provide necessary support to site management during Internal/External HSE Audits as and when conducted.
- 2.1.33 Any other work related to site assigned from time to time.

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**2.2 To provide above services at TBG sites, bidder shall post Safety Engineers possessing minimum Qualification and experience as indicated below:**

**A. Technical Qualification:** Four (04) Year Bachelor Degree in Engineering or Three (03) Year Diploma in Engineering from an institute/college/ university recognized by AICTE /UGC/State Technical Education Board.

and

**B. Safety Diploma:** Minimum one (01) year, Full time Degree or Diploma from a recognized institute in:

(i) Construction Safety

or

(ii) Industrial Safety / Safety Engineering / Fire & Safety, with at least one paper in Construction Safety as an elective subject

and

**C. Experience:** Min. One (01) year (for candidates having Degree in Engg.) / Three (03) Years (for candidates having Diploma in Engg.) experience of supervisory level at construction sites preferably in Switchyard /Power/ Petro-chemical/similar construction project. Experience must be after passing Degree/Diploma in industrial Safety.

and

**D. Language:** Has adequate knowledge of the local language of the place of deployment.

**Note:** All the qualifications & experiences shall be reckoned from the date of deployment of Safety Engineer at TBG Site. Any relaxation in Qualifications/experiences will not be allowed in any case.

**2.3 Medical & Physical Fitness:**

Safety engineer deployed at site should be medically and physically fit for undertaking their assignment & should be fit for undertaking jobs even at height.

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### 2.4 Special Conditions

- 2.4.1 Safety Engineers shall be governed by 'Confidentiality' clause. They shall not, in any manner, misuse the data/ information accessible/available to them.
- 2.4.2 All Manuals, drawings, specifications and other relevant document/ data provided to Safety Engineer 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 Safety Engineers for any purpose other than for the designated task.
- 2.4.3 All data generated/ used by the Safety Engineers shall be the property of BHEL. These cannot be published/ utilized or taken away by the Safety Engineer or any staff of the Contractor.
- 2.4.4 Credentials of Safety Engineers shall be approved by HSE (BHEL-TBG) or its customer prior to their deployment to BHEL-TBG sites. Bio-data and copy of all certificates in respect of qualification and experience of the candidate shall be submitted for approval prior to his deployment at TBG. If required, contractor has to arrange for interview of the candidates by BHEL at no extra cost.
- 2.4.5 Safety Engineers shall report to BHEL TBG Site In-charge.
- 2.4.6 For any exigencies during execution of the contract or against requirement of services at any location other than place of normal work / site (for outstation locations only), if desired and instructed by BHEL Engineer, the contractor shall have to provide Consultancy services by deputing its personnel from an existing site. In such a case, the contractor will however be reimbursed expenses incurred on such deployment only for the person deputed, as below:
  - a) Travel expenses at actual shall be paid (limited to 2AC to and fro train fare) with reservation / supplementary charges etc. subject to furnishing of details regarding ticket numbers, journey details, amount of fare etc. and verification of claim by site in charge
  - b) Local conveyance charges (Actual bus / cycle rickshaw/auto rickshaw/ taxi fare for local journeys at out station) as permitted by the BHEL Engineer.
  - c) Daily allowances @ Rs.200/- per day.
  - d) BHEL shall provide transit accommodation during tour to other sites. In case such accommodation could not be provided then lodging charge @ Rs. 2000 per day shall be paid by BHEL against submission of claim. The movement of Contractor's Safety Engineer outside construction site shall be subject to the prior approval of BHEL Site In charge

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- 2.4.7 Safety Engineers shall follow working hours, number of working days per week and holidays as per norms and holiday list of BHEL office where they are deployed.
- 2.4.8 Each man day shall consist of 8 (eight) working hours excluding lunch break. However, at times work may continue round the clock including on Sundays and holidays and services of Safety Engineers may be required beyond the normal working hours as decided by BHEL. No compensation, in any form, shall be given by BHEL for such over stays beyond normal working hours or working on Sundays and holidays.
- 2.4.9 Bidders shall have to provide the Safety Consultancy services on a continuous (daily) basis. In the event of the bidder not providing the required services on any day or for any period, pro-rata recovery shall be made from the contractor's monthly bills for such period. For this purpose i.e. for deduction or for part payment, if any, each month shall be considered to be of 30 days.
- 2.4.10 In case deputed Safety Engineers goes on long leave (> 10 days) or leaves the services without informing BHEL, the contractor will have to make suitable alternative arrangements within 10 days of service interruption at his own cost, including travel expense. In case contractor fails to provide above-mentioned services as desired by BHEL, the latter shall have the right to hire such services from other agencies at the risk and cost of the contractor.
- 2.4.11 Contractor shall ensure that payment and dues admissible to Safety Engineers deployed are made by the last working day of every month, failing which BHEL reserves the right to make such payments and dues to Safety Engineers. Such payments shall be back charged/ recovered from bills of the contractor or from security deposit/ bank guarantee. On demand by BHEL, pay roll sheet giving details of all payments made to Safety Engineers, duly signed by contractor shall be furnished by the contractor.

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- 2.4.12 In case the performance of the Safety Engineers is found to be unsatisfactory, his services shall be discontinued by BHEL and no payment shall be made against deployment of such unacceptable Safety Engineer, from the date Safety Engineer has been notified as unsatisfactory. Replacement of such persons will have to be arranged by the contractor within 15 days.
- 2.4.13 In case Safety Engineers are found to be indulged in malpractices, their services will be terminated with immediate effect without giving any notice. Also, in such cases, BHEL will have right to decide the payment to be given for services provided by such Safety Engineers. Replacement of such persons will have to be arranged by the contractor within 15 days.
- 2.4.14 In case, the contractor fails to provide Safety Engineers in time BHEL will have option to arrange the services by other suitable agency. Additional cost of such agencies together with overhead charges as per BHEL policy will be borne by contractor, which shall be deducted from any sum payable to the contractor.
- 2.4.15 All Insurance and other compensation liabilities of Safety Consultancy Engineer/Engineers posted at sites shall be the responsibility of the bidder. The bidder shall indemnify BHEL against all risks and consequential liabilities that may occur due to the negligence of their Engineer/Engineers.
- 2.4.16 Compliance of all statutory requirements like Workmen Compensation, PF, Minimum Wages etc., as applicable to their Engineers posted at site shall be in bidder's scope and bidders will have to submit the copies of relevant documents to BHEL at the time of or during the deployment of their personnel.
- 2.4.17 Contractor shall fully understand scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted rates.



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- 2.4.18 It is expected that one Engineer shall be adequate to provide the safety consultancy services at each site as per the scope defined here. However, depending upon the site requirement, the no. of Safety Engineer(s) to be deployed at site may increase or decrease. Bidder may note this while quoting their rates.
- 2.4.19 Suitable bachelor accommodation and local transport from residence to site (on shared basis) will be provided by BHEL TBG at the place of posting. Where such accommodation is not provided then accommodation arrangement at site will be agency's / bidder's responsibility. The Monthly expenses towards this expenditure shall be reimbursed as per the rate offered by the bidder in the BOQ.
- 2.4.20 Documentary proof to be given with regard to PF, ESI, workmen compensation policy, wage register/attendance register if applicable.
- 2.4.21 The PPE's like helmet, Full body Harness, gloves, Safety Shoes required for the Safety personnel shall be provided by the agency.
- 2.4.22 Reasonable office space with furniture for safety engineer shall be provided by BHEL. The facilities provided by BHEL, may have to be shared by contractor's personnel with other BHEL/Subcontractor' employees, if required. However, he will not share the facilities with any person not authorised by BHEL.

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## Chapter – III: Time Schedule

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### 3.0 Time Schedule

- 3.1** To provide Safety Consultancy Services, the contractor is required to depute the Safety Consultancy Engineer/Engineers within 15 days from the date of issue of instruction in this regard by BHEL. The schedule/instruction for deployment to be obtained by bidder from Site Incharge of the concern site/Head (Safety), BHEL, TBG, Noida/ Sector Head. However, BHEL Engineer at concerned site will certify the actual date of deployment of Safety Engineer. Payment shall be made as per the actual deployment made as per BHEL requirement.

### 3.2 Tentative Deployment Plan:

Tentative deployment plan during the Two Year shall be the man-months as shown in BOQ. The Safety Engineers under this contract may be deployed at any of the BHEL TBG sites. However, sites where the Safety Engineers are required to be deployed during the two years period of the contract are as per Annexure-1 of this NIT.

Any addition or deletion to the number of projects/personnel/month specified in the deployment plan shall be intimated to the contractor in advance.

#### **Notes:**

1. Deployment period given above is only tentative/indicative. Actual nos. may vary according to actual requirement of BHEL and the contractor shall provide services as per BHEL's requirement. Additional requirement, if any, shall be met by contractor at the same rates, terms and conditions.
2. The deployment of Safety Engineers will vary as per actual requirement.
3. Deployment of Safety Engineers shall be done solely at the discretion of BHEL.

#### 4.0 Terms of Payment

- 4.1 Based on man months actually deployed and certification by Site In charge, monthly payment will be made to the contractor on pro-rata basis.
- 4.2 Contractor shall submit monthly bills for providing Safety Consultancy Services once in a month, detailing work done by them during the month along with attendance sheet. The format for billing shall be approved by BHEL site before raising invoices. The contractor will also submit undertaking for making payment to the safety engineer up to the previous months of billing period.
- 4.3 It shall be the responsibility of contractor to obtain and submit certificate from BHEL authority regarding deployment of claimed man month.
- 4.4 Payment for the services provided by the bidder under this contract will be made by BHEL Concerned sector office located at Noida/Vadodara/Hyderabad/Kolkata within 60 days from the date of the submission of clear and correct bill along with details/desired documents by the contractor subject to completion of work assigned to the contractor personnel and to the entire satisfaction of the BHEL Engineer.
- 4.5 Payments shall be made through e-payment.
- 4.6 **Price Variation and Overrun Charges:** The accepted rates shall remain firm throughout the execution period including extension period (if any) and no escalation/ revision shall be payable. No overrun charges and price variation shall be payable/recoverable.

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## Chapter -V: Taxes and Duties

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### 5.0 **TAXES & DUTIES**

- 5.1 All taxes (except GST) , duties , charges , royalties, cess and any other levies by Central/ State/local authorities for the execution of the contract shall be borne by the contractor and shall not be payable extra . Any increase of the same at any stage during execution of the contract shall be borne by the contractor .Quoted price of the same shall be inclusive of all such requirements.
- 5.2 Contractors have to make their own arrangement at their cost for completing the formalities, if required with relevant taxation authorities, for bringing their material, plant and machinery at site for the execution of the contract. Road permits / way bill if required shall be arranged by the contractor.
- 5.3 The Contractor is responsible to furnish documentary evidence towards GST Registration and any other documents as per GST Act which may be required from time to time by BHEL. BHEL will not be held to be responsible for any non-compliance of the Contractor in respect of GST laws as framed from time to time.
- 5.4 Goods and Service Tax (GST) will be reimbursed to the Contractor subject to the following conditions :-
- (i) Submission of valid GST Compliant Tax Invoice as per the GST Invoice Rules after payment of CGST/ SGST as applicable.
  - (ii) The Invoice raised by the Contractor should indicate the BHEL GST Registration Number. (State-wise GSTIN of BHEL nodal units is attached)
  - (iii) Receipt of Services by BHEL
  - (iv) The Contractor has filed the GST Returns in the GSTN Network within prescribed timelines, and the same is available in the online list of credit available to BHEL TBG in the Goods & Service Tax Network (GSTN).
- Note: In lieu of Sl. No. 5.4 (iv), alternatively BG of appropriate value may be submitted by the contractor which shall be valid at least one month after the confirmation of date of payment of GST by contractor on GSTN portal.
- 5.5 If the GST Credit is denied/delayed to BHEL due to non/delayed receipt of Services and/or tax invoice or due to expiry of timeline prescribed in GST law for availing such Input Tax Credit (ITC) or for any other reason arising out of the act directly attributable to the Contractor, GST amount shall be recoverable from Contractor from any dues payable to the Contractor along with any interest levied/ leviable on BHEL.
- 5.6 If the GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per the GST law shall be recoverable from the Contractor along with any interest levied/leviable on BHEL from the dues payable to the Contractor.

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## Chapter -V: Taxes and Duties

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- 5.7 GST liability arising on BHEL under reverse charge mechanism, if applicable, before the actual receipt of services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of services, receipt of invoices and other conditions as specified in GST law.
- 5.8 Statutory variation, if any, on account of GST within the Contractual time Period will be payable by BHEL at actuals on submission of documentary evidence. Statutory variation in GST rates for the work beyond Contractual Time Period will not be paid by BHEL. However, downward revision in GST rates needs to be duly passed on to BHEL.
- 5.9 TDS under Income Tax Act shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice.
- 5.10 TDS under GST Act, if applicable shall be deducted as per applicable rates unless Exemption certificate, if applicable, from the appropriate Authority is furnished to BHEL along with the Invoice.
- 5.11 Bidder should submit the Anti-Profiteering certificate under Sec 171 of GST Act stating that “the benefit of reduction in rate of tax and/or from input tax credit has been duly passed on to BHEL by way of commensurate reduction in prices”.
- 5.12 **New Taxes & duties:**

If any new tax or duty is levied by the Central/State Government/Municipality/Local Authority and becomes directly applicable on items specified in the Bill of Quantities, full reimbursement shall be made subject to submission of documentation as per statute. However, the new taxes shall be admissible only if the same is levied within the contractual time period. The same shall be admissible for the work done only up to the contractual time period.

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## Chapter -V: Other Requirements

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### **6.0** **INSURANCE**

It shall be the sole responsibility of the Contractor to take insurance policies for the Safety Engineers against risks of accidents and injury while at work as required by the rules and make compensation if any.

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ANNEXURE-1

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**Tentative Plan for Deployment of Safety Engineers at TBG Domestic Sites during 2017-19**



S No.	Site /Location	No. of Safety Engineer	Tentative Man Month required in 2017-19
1	BANASKANTHA	1	17
2	AJMER / CHITTORGARH	1	6
3	BHUJ	1	12
4	ROURKELA	1	6
5	NORTH KARANPURA	1	13
6	NABI NAGAR	1	6
7	HAZIRA	1	6
8	TUMKUR-PAVAGARH	1	15
9	TUMKUR-VASANTPUR	1	15
10	MYSORE	1	15
11	YEHLANKA	1	6
12	NORTH CHENNAI-ENNORE	-	Not required
13	ARIYULORE	-	Not required
	<b>Total</b>	<b>11</b>	<b>117</b>

**Note:**

1. The above deployment plan is tentative only. The deployment of Safety Engineers may vary in terms of period as per actual requirement.
2. During the contract period, more sites and corresponding areas of work can be included. Additional manpower, if required, shall be provided by the agency at the quoted rates.
3. All Safety Engineers given in the above deployment plan might not be required at the same time.
4. Deployment of Safety Engineers shall be solely at the discretion of BHEL TBG and they may have to be shifted from one project site to another project site during contract period.