

Ref: BHE/PW/PUR/MANUGURU-CIVIL-FGD/2574/Corg-01

Date: 19/04/2022

To,  
ALL BIDDERS,

**Sub: Corrigendum-01:** Waiver off of EMD amount, Addition of clause-4.3 in Chapter – IV (T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR) of TCC, Deletion of clause 5.1 and addition of clause 5.2 in Chapter-V (T&Ps AND MME TO BE DEPLOYED BY BHEL ON SHARING BASIS) of TCC, change of bank account details in clause-4 of NIT and revision of chapter-VIII (Taxes and duties)

**SCOPE OF WORK:**

CIVIL, STRUCTURAL & ARCHITECTURAL WORKS FGD SYSTEM INCLUDING LHP & GHP FACILITY AT 4X270MW TSGENCO BHADRADRI TPS FGD PROJECT, MANUGURU

Bidders to kindly take note of the following:

- Clause No 1.vii of NIT for EMD (Earnest Money Deposit) Amount:** Referred clause has been amended as below:

Existing EMD Amount	Amended EMD Amount
₹76,50,000/- (Rs. Seventy-Six Lakhs Fifty Thousand Only)	EMD amount is waived off. All relevant clauses shall be read accordingly.

**Note:** Bidder to submit Bid Security Declaration Form in this regard as per enclosed format.

- Clause-4.3 in Chapter-IV** (T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR) of TCC regarding "MAJOR TOOLS AND PLANTS & MMEs TO BE DEPLOYED BY THE CONTRACTOR FOR **STRUCTURAL WORK**" has been **added**.
- Clause 5.1 in Chapter-V** (T&Ps AND MME TO BE DEPLOYED BY BHEL ON SHARING BASIS) has been **deleted**.
- Clause 5.2 in Chapter-V** (T&Ps AND MME TO BE DEPLOYED BY BHEL ON SHARING BASIS) has been **added**.
- Chapter-VIII (Taxes and duties) of TCC has been changed completely.
- Amendment in Bank Account details in clause-4 of NIT:**

**Existing Bank Account Details in clause-4 of NIT**

NAME OF THE BENEFICIARY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,KINGSWAYBRANCH,BRANCH CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	31380025872
ACCOUNT TYPE	CURRENT A/C
IFSC CODE OF THE BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

**Revised Bank Account Details in clause-4 of NIT**

NAME OF THE BENEFICIARY	BHARAT HEAVY ELECTRICALS LTD
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Ref: BHE/PW/PUR/MANUGURU-CIVIL-FGD/2574/Corg-01

Date: 19/04/2022

ADDRESS OF THE COMPANY	5 <sup>th</sup> Floor, SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,NAGPUR MAIN BRANCH ,CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	40227423158
ACCOUNT TYPE	MC-C C Clean (C&I)
IFSC CODE OF THE BENEFICIARY BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

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All other Terms and conditions of the Tender Specification shall remain unaltered unless expressly amended by BHEL in writing. Bidders are requested to submit as a part of their offer, a copy of this corrigendum duly Digitally countersigned by the authorized signatory as a token of Bidder's unqualified acceptance of this corrigendum.

BIDDERS MAY PLEASE NOTE THAT SUBJECT TENDER IS E-TENDER AND THE OFFER IS TO BE SUBMITTED ONLY IN E-PROCUREMENT PORTAL → <https://eprocurebhel.co.in>.

BIDDERS WHO HAVE ALREADY SUBMITTED THEIR OFFERS PRIOR TO ISSUANCE OF THIS CORRIGENDUM IN E-TENDER PORTAL ARE REQUIRED TO RE-SUBMIT THEIR OFFER AFTER TAKING COGNIZANCE OF THIS CORRIGENDUM.

Thanking you,  
Yours faithfully,

GM (Purchase)

**Encl:**

1. Bid Security Declaration Form
2. Clause-4.3 of Chapter – IV:T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR
3. Revised Chapter-V: T&Ps AND MME TO BE DEPLOYED BY BHEL ON SHARING BASIS
4. Revised Chapter-VIII: TAXES AND DUTIES

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Date: 19/04/2022

**ANNEXURE-13**

**Bid Security Declaration Form**

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

**Sub: Bid Security Declaration**

**Ref: NIT/Tender Specification No:**

Sl. No.	E-Tender Specification no.
1	BHE/PW/PUR/MANUGURU-CIVIL-FGD/2574

**SCOPE OF WORK:**

CIVIL, STRUCTURAL & ARCHITECTURAL WORKS FGD SYSTEM INCLUDING LHP & GHP FACILITY AT 4X270MW TSGENCO BHADRADRI TPS FGD PROJECT, MANUGURU

1. I/We Mr/ Ms..... authorised person to sign the bid documents for tender pertaining to the captioned scope do hereby declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.
2. I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.
3. If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, if applicable or to submit security deposit as defined in the tender document/LOA, we will be suspended for the period of time as specified in the tender document from being eligible to submit bids/proposals to BHEL.

**Signature of the Authorised Signatory  
(With Name, Designation and Company seal)**

Place:

Date:

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – IV: T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR

### 4.3 MAJOR TOOLS AND PLANTS & MMEs TO BE DEPLOYED BY THE CONTRACTOR FOR STRUCTURAL WORK

The following minimum major Tools & Plants (T&P) shall be arranged by the Contractor within the quoted rate for execution of this contract.

Other T&Ps				
S.N.	DESCRIPTION	MINIMUM CAPACITY	MINIMUM QUANTITY	Remarks
1.	Tyre mounted Crane	40 MT	01 No.	Crane to be made available at site in consultation with BHEL Site management, BHEL decision is final and agency has to deploy the crane as per BHEL instructions till Site requirement.
2.	Tyre mounted pick & carry crane	12 - 14 MT	01 Nos	
3.	Tyre mounted pick & carry crane	18-20 MT	01 Nos	
4.	Trailer with pulling unit	20/30 TON	01 Nos	
5.	Welding generator sets		As per requirement	
6.	3-phase complete set up for drawal of Power		As per requirement	
7.	Radiography arrangement including the Source and film viewer		As per requirement	
8.	Tig welding set		As per requirement	
9.	Stress relieving equipment with Temperature recorders		As per requirement	
10.	Electrical baking oven – big		As per requirement	
11.	Electrode baking oven – portable		As per requirement	
12.	Oxy-acetylene gas cutting Set		As per requirement	
13.	Drilling machines : assorted Types and sizes		As per requirement	
14.	Grinding machines : assorted Types and sizes		As per requirement	
15.	Electric cable for drawal & distribution of construction power	As per site requirement		
16.	Submerged arc welding m/c	Suitable for application	Adequate to meet compln schedules	
17.	Pug cutting m/c	Suitable for application	Adequate	
18.	Plasma cutting m/c	Suitable for application	Adequate	
19.	Pre heating / stress relieving set (heating control panel, cables, heating elements etc.)	As per requirement	Adequate	

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – IV: T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR**

20.	Radiography arrangement including the source	Ir 192	1 sets	
21.	Arrangement for ut of higher thickness joints with recording facility.	Suitable for application	01 set	
22.	Radiography film viewer	Hi intensity	1 nos.	
23.	Sand blasting set with air compressor	Suitable for application	Adequate	
24.	Hoisting & pulling devices/ pulleys etc	Assorted cap	Adequate	
25.	Mech & hyd jacks	As per reqmt	Adequate	
26.	Chain Pulley blocks		As per requirement	
27.	Scaffolding pipes		As per requirement	
28.	DFT measurement (Elcometer)		As per requirement	
29.	Tools for Reaming and Honing		As per requirement	
30.	Gas Cutting Sets		As per requirement	
31.	Sleeper & Concrete blocks for Bed Preparation for Assy		As per requirement	
32.	Dewatering Pump		As per requirement	
33.	Various sizes of clamps/ fixtures for assembling		As per requirement	
34.	Temperature Recorder for 0-1000 deg C 6/12 points with thermocouples/ rod and compensating cable		As per requirement	
35.	Magnetic particle testing equipment - DRY & WET Type		As per requirement	
36.	Stress relieving equipment		As per requirement	
37.	Hydraulic test pumps For testing lines (up to 400 Kg/Sq.cm)		-	
38.	Electrically operated winches	3T-5T	As per requirement	
39.	Air compressor		As per requirement	
40.	Different types of electrical lamps, tube lights , halogen lamps, sodium vapour lamps with Fixtures	As required	As required	
41.	Consumables for welding and NDTs	As required	As required	
42.	Thermal chalks of different ranges	As required	As required	
43.	Consumables for Pre-heating, Stress Relieving, Post heating etc.	As required	As required	
44.	Welders accessories	As required	As required	
45.	Handling accessories for handling chemicals, Control fluid and other items as required	As required	As required	

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – IV: T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR**

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46.	Services for effluent disposal	As required	As required	
47.	Petrol	As required	As required	
48.	Diesel	As required	As required	
49.	Dp test kit with magnifying glass As required	As required	As required	
50.	Portable switch board containing 15 amps tp metal clad switch with Fuse 3x15 amps, switches and 3 Plug sockets as per requirement	As required	As required	
51.	Tarpaulin 3x3 m and 5x5 m and 10x5 M and other sizes as per Requirement	As required	As required	
52.	<b>List of suggestive safety Equipments/PPEs to be included in List of minimum T&amp;P:</b>			
53.	<b>Horizontal life line</b> Stainless Steel Wire rope of 8mm diameter. Minimum six nos. of steel U-bolt clips are required for clamping each wire rope to a rigid support (03 nos. of U-bolt clips at each end).		AS PER REQUIREMENT	

**NOTE:**

**The TOOLS AND PLANTS & MMEs mentioned in clause-4.3 above are in addition to existing requirement mentioned in Chapter-IV : T&Ps AND MME TO BE DEPLOYED BY CONTRACTOR of TCC.**

The above list is only indicative and neither exhaustive nor limiting. Quantities indicated above are only the minimum required. Contractor shall deploy all necessary T&P to meet the schedules & as prescribed by BHEL engineer and required for completion of work. In the event of non mobilisation of any T&P by the successful bidder and as a result progress of work suffered, BHEL reserves the right to deduct suitable amount from the dues of the bidder, with assigning reasons thereof.

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – V: T&Ps AND MME TO BE DEPLOYED BY BHEL ON**  
**SHARING BASIS**

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**5.1 deleted**

**5.2 BHEL will provide following Tools & Plants for the scope of work:**

- I Crane of capacity 70MT or more on sharing basis free of cost:**  
Crane of capacity 70MT or more shall be provided by BHEL for speedy execution of structural works on sharing basis. Diesel shall be provided by the contractor as per site use and regular/Day-to-Day maintenance shall be done by the contractor including supply of ordinary consumables such as grease oil/cleaning cloth etc. Log Sheets shall be duly signed after each use of the crane. The Contractor shall provide assistance in lengthening/shortening of booms by way of cranes/hydra and/or manpower.
- II Crane returned in defective/damaged condition (defect / damage occurred during use due to negligence of contractor) shall be rectified promptly to the full satisfaction of BHEL engineer failing which suitable recovery along with BHEL overheads will be made from contractor's bills/ dues.**
- III BHEL shall provide crane operator for this crane free of cost.** However, the contractor shall bear only overtime charges, if any, for the operator provided by BHEL for services provided beyond normal working hours. Such OT deployment shall be with prior intimation and consent of BHEL and shall not be committal.
- IV In case of exigency leading to crane operator not being available with BHEL,** no claim shall be entertained whatsoever against any type of damages. However, the time and progress lost due to such accounts shall be recorded in Monthly Plan and Review Documents (F 14).
- V In case of non-availability of the capacity Crane (as above) to be provided by BHEL** due to break down, major overhauls distribution pattern or any other reason, the contractor shall plan /augment / alter his activities to meet erection /commissioning targets in consultation with BHEL and no compensation will be admissible on the above ground.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VIII: TAXES AND DUTIES

### 8.0 TAXES, DUTIES, LEVIES (Rev 14 dated 09/10/2020)

1. All taxes excluding GST, GST Cess & BOCW Cess **but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.**
2. Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
3. **GST:**  
The successful bidder shall furnish proof of GST registration. GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
4. GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
5. E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount. If the successful Bidder is not falling under the purview of E-Invoicing, then he has to submit a declaration in that respect along with relevant financial statements.
6. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:  
BHEL GSTN – As per **Annexure -1**  
NAME -- Bharat Heavy Electricals Limited  
ADDRESS – Site address
7. Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances: -  
Email id ---- to be intimated later on.  
In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
8. In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
9. Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VIII: TAXES AND DUTIES

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availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.

10. Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and 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 GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
11. Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

12. **New taxes and duties:** -Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties. Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date. 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 must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.
13. For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
14. **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**
15. **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**
16. **TCS under Income Tax 1961 has been implemented with effect from 1<sup>st</sup> October 2020 for every seller having turnover more than threshold limit during financial year**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VIII: TAXES AND DUTIES

immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions

- i. Buyer shall be as per clause (a) of section 206C- (1H)
- ii. Seller shall be as per clause (b) of section 206C- (1H)
- iii. No TCS is to be collected, if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.

**If Successful Bidder is falling under the purview of TCS then he has to submit a declaration in that respect along with relevant financial statements before the start of work or if bidder is falling under preview of TCS during the work in progress, then bidder is compulsorily required to submit relevant financial statement in the beginning of the respective FY.**

**For TCS claim, vendor has to submit relevant documents required as per Income Tax Act.**

17. Refer Annexure – 2 for BOCW Act & Cess Act.

### ANNEXURE-1

#### State wise GSTIN no.s of BHEL

Sl. No	Projects under state	GSTIN
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

### ANNEXURE-2

#### BOCW Act & Cess Act

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the 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 and the rules made thereunder.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VIII: TAXES AND DUTIES

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2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.
4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may, by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns 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 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
  - (i) Number of Building Workers employed during preceding one month.
  - (ii) Number of Building workers registered as Beneficiary during preceding one month.
  - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
  - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.
10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VIII: TAXES AND DUTIES

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may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.

11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of 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 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty ( if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of 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 and the rules made thereunder.