

Corrigendum – IX- dated 13/01/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035

Corrigendum – IX, dated 13/01/2026 to CPC Tender No. BHEL/CPC/KOD/EPC-DBA/26/035 - Dry Bottom Ash Handling System-EPC Package (Package-I) of Unit#3 & Unit#4 at 2x800 MW DVC Koderma Ph-II, Jharkhand.

A) Modification in TECHNICAL CONDITIONS OF CONTRACT (TCC) Volume-IA: Following clauses are hereby modified in TCC:

Sl. No.	EXISTING CLAUSE		REVISED CLAUSE	
	Clause No.		Clause No.	
1	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.00	<u>BOCW Act & Cess Act</u> BOCW Cess is to be borne by contractor and the quoted price shall be inclusive of BOCW cess is any. Refer Annexure-I for BOCW Act & Cess Act. <u>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:</u>	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.00	<u>BOCW Act & Cess Act</u> 1. For Supply contract: BOCW Cess is not to be borne by contractor. 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. 2. For Services contract excluding Civil Works and Site fabricated structure: BOCW Cess is not to be borne by contractor. 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.

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Sl. No.	EXISTING CLAUSE		REVISED CLAUSE	
	Clause No.		Clause No.	
				<p>3. For Services contract for Civil Works and Site fabricated structure: BOCW Cess is to be borne by contractor and the quoted price shall be inclusive of BOCW cess. BHEL shall not 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. Also, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted</p> <p><u>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:</u></p>
2	TECHNICAL CONDITIONS OF CONTRACT (TCC) CI no. 14.04.01	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) CI no. 14.04.01	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.

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Sl. No.	EXISTING CLAUSE		REVISED CLAUSE	
	Clause No.		Clause No.	
3	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.02	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.	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.02	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.
4	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.03	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.	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.03	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.
5	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.04	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.	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.04	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.
6	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.05	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	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.05	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

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		Service) Act, 1996.		Service) Act, 1996.
7	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.06	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.	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.06	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.
8	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.07	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.	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.07	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.
9	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.08	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:	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.08	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:

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Sl. No.	EXISTING CLAUSE		REVISED CLAUSE	
	Clause No.		Clause No.	
		<ul style="list-style-type: none"> a. Number of Building Workers employed during preceding one month. b. Number of Building workers registered as Beneficiary during preceding one month. c. Disbursement of Wages made to the Building Workers for preceding wage month. d. Remittance of Contribution of Beneficiaries made during the preceding month. 		<ul style="list-style-type: none"> a. Number of Building Workers employed during preceding one month. b. Number of Building workers registered as Beneficiary during preceding one month. c. Disbursement of Wages made to the Building Workers for preceding wage month. d. Remittance of Contribution of Beneficiaries made during the preceding month.
10	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.09	BHEL shall not 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. Also, BHEL shall not reimburse the Fee paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.09	BOCW remittance should be made only after obtaining prior consent from BHEL. Contractor shall make remittance of the BOCW Cess as per the Act in consultation with BHEL as per the rates in force.
11	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.10	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 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	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.10	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 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

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		from such deduction.		from such deduction.
12	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.11	Bidders may please note that the quoted price is inclusive 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.	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.11	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 (on the contract value and penalty (if any, imposed by Cess Authorities) from the payables on account of non-compliance.
13	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.12	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.	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 14.04.12	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.
14	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 15.01.11, Notes. Sl. 4	In case Installation Price (excluding Civil/Structural works price) is less than 18 % of the Ex-works Price of Main Equipment, the amount by which it is lower shall be retained proportionately from the Ex-works component of Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl.no. 15.01.11, Notes. Sl. 4	In case Installation Price (excluding Civil and Site Fabricated Structural works price) is less than 10 % of Total Contract Value, the amount by which it is lower shall be retained proportionately from the Ex-works component of Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on

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		pro-rata basis upon completion of installation of the respective equipment and its certification by the project manager of Owner/BHEL.		pro-rata basis upon completion of installation of the respective equipment and its certification by the project manager of Owner/BHEL.
15	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 15.05.08	In case the Installation Price (excluding Civil/Structural works price) is more than 25% of the cumulative total Ex-works Price of Main Equipment, the amount by which it is higher shall be retained while releasing progressive payments due on installation of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Trial Operation / Completion of Facilities.	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 15.05.08	-Deleted-
16	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 15.15.00 Para 4	In case Installation Price- Erection and Commissioning (excluding Civil/Structural works price) is less than 18 % of the cumulative total of Ex-works Price of Main Equipment, the amount by which it is lower shall be retained proportionately from the Ex-works component of Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of installation of the respective equipment and its certification by the Project Manager.	TECHNICAL CONDITIONS OF CONTRACT (TCC) Cl no. 15.15.00 Para 4	-Deleted-

Note:

- 1) All other terms and conditions against this NIT shall remain unchanged.
- 2) This corrigendum is to be submitted duly signed and stamped along with the Techno-commercial bid (Part- I).

for BHARAT HEAVY ELECTRICALS LTD
SDGM / Purchase - CPC