

3184

TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter - I: PROJECT INFORMATION

PROJECT INFORMATION		
SL No	Description	Details
1.1	Location	2X500MW NTPC MAUDA FGD.
1.2	Nearest Railway Station	Nagpur (40KM)
1.3	Nearest Airport/Seaport	Nagpur (50KM)
1.4	Access By Road/Major Cities	Nagpur (40KM)

The Bidder shall visit site and get acquainted himself with the conditions prevailing at site before submission of the bid. The information's given here in under are for general guidance and shall not be contractually binding on BHEL/ Owner. All relevant site data's/information's as may be necessary shall have to be obtained/ collected by the Bidder. All costs for and associated with site visits shall be borne by the bidder.

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Chapter – II: Scope of Works and Technical Specifications

2.0. BROAD SCOPE OF WORK.

PROVIDING SERVICES OF 01 NO 85 FEET MANLIFTER (ARTICULATED TYPE) ON MONTHLY HIRING BASIS FOR CONSTRUCTION WORK AT 2X500MW NTPC MAUDA FGD/AUX. BOILER PROJECT, POST – MAUDA, DISTT: NAGPUR, MAHARASTRA -441104.

The Manlifter shall be engaged in 2X500MW NTPC MAUDA FGD for Erection work of this project wherever required as per instructions of the BHEL Engineer-in-Charge.

The intent of this tender specification is to hire the services of 85 FEET MANLIFTER (ARTICULATED TYPE) on monthly hire basis to suit the specified requirements.

2.1. Technical details (as in table below) for MANLIFTER (ARTICULATED TYPE).

The offered Manlifter shall meet the following requirements.

<u>Technical Requirement</u>		
SN	Description of Parameter/Feature	Details/Requirement
2.1.1	Number of Manlifter Required	01 (One)
2.1.2	Type/Version of Manlifter	85 FEET MANLIFTER (ARTICULATED TYPE)
2.1.3	Platform Height	85 Feet or above
2.1.4	Platform Capacity	225 Kg or Above
2.1.5	Platform Size	900x2400mm or above
2.1.6	Turn Table Rotation	360 degree
2.1.7	Safety Devices Required	a) Swing Alarm b) Drive Alarm c) Lift and Lower Alarm d) Load Sensing Device

NOTE: - BIDDER SHALL FURNISH RELEVANT DOCUMENT IN SUPPORT OF ABOVE MENTIONED TECHNICAL SPECIFICATION LIKE MANLIFTER TECH CATALOGUE, LIFT PLAN ETC.

Technical Evaluation will be done as per particular Make & Model of Manlifter. Bidder may deploy any Sl. No. of same Make & Model of Manlifter.

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2.2 GENERAL REQUIREMENTS

- 2.2.1 The offered MANLIFTER should have all kinds of safety devices as mentioned at clause no 2.1.7 of TCC. Other additional safety features, if any, should be made available to user without any additional cost.
- 2.2.2 Bidder shall submit along with technical bid a **copy of load chart** and technical details of MANLIFTER offered as per **Appendix-A Technical Specification Sheet**.
- 2.2.3 The MANLIFTER shall be equipped with protective facilities for operator's personal safety when moving up & down. Bidder shall specifically indicate the climbing facility provided with the MANLIFTER.
- 2.2.4 The manufacturing year of MANLIFTERS should not be more than **13 years** as on the latest date of **deployment of MANLIFTER at Site**.
- 2.2.5 The MANLIFTER shall be provided with operator, helper, service & maintenance staff & all other consumables (if any) on fixed monthly hire basis, with separate mobilization, demobilization charges. The MANLIFTER should be in good working condition. Bidder may please note counter weight as required shall be in the scope of supply of bidder. Bidder shall also furnish detail Load Chart with range diagram. **The subject MANLIFTER shall have the capability of working at various heights.**

2.3 HEAVY LIFT ATTACHMENT (HLA)

NOT APPLICABLE.

2.4 OPERATION, MAINTENANCE AND OPERATING CREW CHARGES

- 2.4.1 The price quoted shall be inclusive of operation (**excluding fuel**) and preventive as well as breakdown maintenance of the MANLIFTER. The bidder shall deploy Operator-cum-Mechanic, Helper and Maintenance Crew to ensure smooth operation and maintenance of the MANLIFTER without affecting work. The MANLIFTER shall be available for service on all days of the month. Bidder shall carry out preventive maintenance beyond normal working hours or as per schedule agreed with BHEL engineer.
- 2.4.2 Bidder shall provide all lubricants, spare parts, filters and other necessary consumables (**except fuel**) that are necessary to fulfil the scope of services under this specification within the quoted rates. BHEL/erection contractors of BHEL will provide fuel commensurate with utilization time and agreed consumption rate.

2.5 FITNESS OF MANLIFTER AS LIFTING EQUIPMENT

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Contractor shall arrange and submit fitness certificate of the assembled MANLIFTER at site from the statutory authority as applicable at his own cost (After Initial MANLIFTER assembly, Annual, after repair work etc.) other than reason mentioned below.

2.6 LOAD TESTING AT SITE

Depending upon the availability of load, the load test shall be conducted at the appropriate radius as applicable for a particular boom length as per MANLIFTER load capacity chart.

2.7 BOOM EXTENSION & REDUCTION

First assembly of the entire MANLIFTER including required boom length, as decided by Construction Manager BHEL and dismantling for demobilization are in regular scope of these services.

For any in-between requirement of boom extension or reduction, fitment and removal of jib of the MANLIFTERS at site, the manpower, tools and tackles required shall be provided by BHEL's erection agency free of charges. However, the Contractor shall extend supervisory services of the operating crew for all such instances as necessary for BHEL. This duration shall be treated as services utilized and considered for payment of hire charges.

2.8 RELOCATING MANLIFTER WITHIN SITE PREMISES Applicable for Tyre Mounted Manlifters Only

VOID.

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Chapter – III: Facilities in the Scope of Contractor/BHEL

3.0 LUBRICANTS:

Hydraulic oil, Engine Oil, Grease and all other lubricants and associated consumables e.g. filter elements etc., have to be arranged by the contractor/bidder at his own cost. In case such or any consumables are arranged by BHEL, recovery at actual procurement cost plus overhead charges (prevailing at that time) shall be recovered by BHEL.

3.1 REPAIR & MAINTENANCE COST

The cost of repairs arising during the operation should be borne by the contractor. Necessary manpower, fuel, lubricants, tools & tackles, assist Manlifters and spare parts shall be made available by the contractor as a normal scope to attend the breakdowns

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Chapter – IV: T&Ps and MME to be deployed by Contractor

4.0 TOOL & PLANTS

A CONTRACTOR SHALL DEPLOY ALL NECESSARY T&P TO MEET THE SCHEDULES & AS PRESCRIBED BY BHEL ENGINEER AND REQUIRED FOR COMPLETION OF WORK.

B MEASURING AND MONITORING DEVICES (MMD):

AS PER REQUIREMENT.

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Chapter – V: Facilities by BHEL

5.1 FUEL, LUBE AND HYDRAULIC OIL ETC.

Fuel oil (HSD) for normal operation of the Manlifter shall be provided by BHEL/ BHEL's erection contractor after the services of the Manlifter is accepted by BHEL after first load test till the services are being utilized by BHEL. Excess consumption, if any, due to inefficient engine performance, leakage, theft and other reasons attributable to the bidder/bidder shall be on the bidders account. The bidder at his own cost shall arrange and meet the HSD required during breakdown maintenance.

5.2 SCOPE FOR MOBILISATION & DEMOBILISATION

Contractor shall arrange suitable capacity assist Manlifters and Tools & Tackles at the respective project site for unloading of sub-assemblies, components, assembly, dismantling / loading of the Manlifter during mobilization & de-mobilization of Manlifter. Contractor shall also arrange to and fro transportation, skilled manpower and consumables at his own cost.

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Chapter – VI: Time Schedule

6.1 TIME SCHEDULE & MOBILIZATION

6.1.1 INITIAL MOBILIZATION AND TENTATIVE SCHEDULE FOR DEPLOYMENT OF MANLIFTER & COMMENCEMENT OF SERVICES

The deployment schedule of the Manlifter indicated earlier here is tentative. Notwithstanding such indications, **Manlifter shall be deployed and made operational at site within 15 (Fifteen) days from the written intimation for deployment of Manlifter. A separate written notice asking to deploy the Manlifter shall be issued by BHEL. Deployment/mobilization days shall be counted from the date of intimation or date of LOA, whichever is later (Excluding the day of intimation/date of LOA).**

SL. No	Identification	PROJECT	TENTATIVE DEPLOYMENT MONTH/YEAR	REGULAR CONTRACT DURATION	EXTENSION PROVISION
1	85 Feet Manlifter (Articulated Type)	2X500MW NTPC MAUDA FGD	Nov 2025	10 months	Extendable by another 03 (Three) month under the contractually agreed terms & conditions

Further Extension beyond 03 (Three) Month period under the contractually agreed terms & conditions shall be done as Site requirement.

Delay in deployment shall attract penalty at the rate of 0.5% of the contract value, per week of delay or part thereof subject to a maximum of 10% of the initial contract value (As per initial LOA without any extension period). In case contract is terminated by BHEL (reason not attributable to contractor) before expiry of regular contract period (i.e. without any extension), then contract value shall be the executed value till such time.

Example: Monthly Hiring Charges = ₹10,000/-

Regular Contract Period = 12 Months

Mobilization-Demobilization Charges = ₹20,000/-

Contract Value = Monthly Hiring Charges X Regular Contract Period + (Mobilization-Demobilization Charges) = $10000 \times 12 + 20000 = ₹1,40,000/-$

Penalty for Deployment Delay for 1 week = $0.005 \times 1,40,000 = ₹700/-$

6.1.2 COMMENCEMENT OF CONTRACT, REGULAR CONTRACT PERIOD, TERMINATION & FORECLOSING

The contract period shall commence from the 1st successful load testing of Manlifter with mutually agreed boom length at project site location and its written acceptance by BHEL. Duration of hiring will generally be as indicated under 'Regular Duration' in tabular form earlier here. Contract Period may be extended depending upon the requirement of BHEL as specified therein.

If the performance/services of the contractor or the deployed Manlifter are not to the satisfaction of BHEL, the contract is liable for termination without prior notice.

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BHEL reserves the right of foreclosing the contract within the contract period with 30 days advance written notice without assigning any reason and no payments will be made for the period after foreclosure.

6.1.3 REGULAR WORKING HOURS

The services of Manlifter with operating crew shall be made available to BHEL round the clock (for duration of Twenty-Four hours per day) including total two-hour break (60 minutes for lunch and 4 tea intervals of 15 minute each).

However, **regular working hours will be 12 hrs** (including 01 hour break for lunch and 2 tea intervals of 15 minute each) & the same shall be adjusted / agreed to suit the working hours of the project site from time to time. Working beyond normal working hours of 12 hrs shall be treated as overtime and paid on Pro rata Hourly hire basis in line with **Clause no. 7.7**.

6.1.4 EXTENSION PERIOD

Agreed monthly hire charge shall remain **firm** throughout the **Regular Duration** indicated against the Manlifter. Applicable monthly hire charges for **Extension Period** as proposed in this Tender Specification (**and any further extension beyond extension period specified in this tender**) shall be **90%** of the rates agreed for the **regular contract/hiring period**. No other revision of the rate shall be admitted during these periods.

6.1.5 HOLIDAYS AND OTHER BENEFITS:

BHEL holidays (including Sundays) shall be treated as holidays for the operation of this contract. In case services are availed on these days, the same will be treated as overtime.

Being an important power project construction work, erection activities are likely to be carried out on Sundays and other holidays as well. No extra payments are envisaged other than the rentals for such holidays as specified elsewhere herein. The rates quoted by bidders shall be inclusive of such considerations.

6.1.6 BIDDERS REQUEST FOR CHANGE OF MANLIFTER MAKE & MODEL

Bidder should deploy same Make & Model of Manlifter offered during tendering, any change of Make & Model of Manlifter will be allowed after prior approval of BHEL.

Case-I: LOA issued and intimation for Mobilization is given for deployment of Manlifter within 60 days of TBO:

In this case Bidder's request for change of Manlifter Make & Model shall be acceptable to BHEL subjected to offered Manlifter is Technically Suitable as per Tender Condition, however intimation for Mobilization date will remain same for calculation of mobilization period.

Case-II: LOA issued and intimation for Mobilization is given for deployment of Manlifter after 60 days of TBO:

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In this case Bidder's request for change of **Manlifter** Make & Model shall be acceptable to BHEL subjected to offered **Manlifter** is Technically Suitable as per Tender Condition and request is submitted to BHEL within 07 days of Intimation. **Mobilization period will be start from date of issue of LOA amendment.**

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Chapter – VII: Terms of Payment

7.0 PAYMENT TERMS

- 7.1 The contractor shall submit his Running Account (RA) Bills towards mobilization, monthly charges, de-mobilization charges and GST etc., with all the details required by BHEL on or before the specified date every month. Payment of Monthly Hire Charges as certified by the BHEL Engineer-in-Charge will be made once in a calendar month at BHEL Site. Billing cycle may be as per mutually agreed cut-off dates.
- 7.2 Payment for RA Bills will normally be released in around 30 days of submission of the bill with measurement/log sheets. Contractor shall make his own arrangement for making payment of impending labour wages and other dues in the meanwhile.
- 7.3 Progressive Monthly hiring period shall be considered for payment purpose from the date of successful load testing of the Manlifter and till the Manlifter withdrawn for de-mobilization from the site. Mobilization/demobilization, local shifting etc., shall be paid separately.
- 7.4 No advance payments shall be made by BHEL for this contract.
- 7.5 Payment towards mobilization and de-mobilisation of Manlifter shall be made in the manner as specified below.
- 7.5.1 First 50% of the specified amount for mobilization and demobilization will be paid after deployment of the Manlifter complete in all respects including all assemblies, sub-assemblies, accessories & components, assembly of Manlifter as required by BHEL and BHEL's acceptance of load test of assembled Manlifter at site.
- 7.5.2 Remaining 50% of the specified amount for mobilization and demobilization will be paid after removing the Manlifter from the project site and clearing the site premises in all respect.
- 7.6 **PRO RATA DAILY & HOURLY HIRE CHARGES:** In case services are availed for part of a calendar month, pro-rata payment of Hire Charges for the utilized number of days shall be made by BHEL as follows.
- 7.6.1 Pro Rata Daily Hire Charges = Monthly Hire Charges divided by 26
- 7.6.2 Pro Rata Hourly Hire Charges = Monthly Hire Charges divided by 312
- 7.7 **HOURLY OVERTIME CHARGES:** If the Manlifter is required beyond the normal working hours as stipulated in this tender specification, overtime payment shall be made as following.
- 7.7.1 Hourly Overtime charges = 15% of Pro Rata Hourly Hire charges (as in 7.6.2)
- Example: if Pro Rata Hourly Hire Charges is ₹ 100/- then Hourly Overtime charge will be ₹ 15/- only.
- 7.8 **SERVICES IN EXTENDED HOURS:** Void

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7.9 **BREAK IN SERVICES DUE TO BREAKDOWN, ABSENCE OF OPERATING CREW ETC. DISALLOWANCE OF RENTAL/ OFFSETTING OF LOST HOURS**

- 7.9.1 The contractor shall ensure 100% availability of the services of Manlifter. If, however there is any breakdown of the Manlifter, the services shall be restored at the earliest so as not to affect the work at project site.

When the Manlifter becomes idle for the reasons not attributable to BHEL, the idle Period for making the Manlifter ready shall not be paid as rental charges, also a penalty of 10% of the rate for that idle period shall be deducted. i.e. total deduction shall be 1.1 times of idle period from monthly hire charges on pro-rata basis as per clause no. 7.6.

Example:

Monthly Hire Charge is ₹26,000/-

Per day Hire Charge is = ₹26,000/26 days = ₹1,000/-

Manlifter idle for the reasons not attributable to BHEL- 02 days

Monthly Hire Charge = ₹26,000 - 2 * ₹1000 = ₹24000/-

Penalty for 02 days = $0.1 \times 1000 \times 2 = ₹200/-$

Monthly Payment = (₹26,000 - ₹ 2000 - ₹ 200) = ₹23800/-

- 7.9.2 BHEL may also choose to utilize the services of the Manlifter in extended hours or on holidays to offset the lost hours due to breakdown in lieu of disallowance (deduction from monthly bills) as stipulated above. Construction Manager BHEL shall permit offsetting of lost hours only after the incidence of such breakdown and usually within the remaining period of the concerned calendar month of breakdown. Carrying forward to subsequent months shall be at the sole discretion of BHEL construction manager.

Offsetting shall be done with express prior permission of BHEL Construction Manager by availing the services in extended hours or on holidays. Depending on the actual project requirement, BHEL may opt to offset the lost hours due to breakdown either partly or fully. In the event of partial offsetting, disallowance as in relevant clause shall be applicable for the remaining lost hours.

- 7.9.3 In case there is a long breakdown of the Manlifter, the contractor shall repair it or substitute with similar or higher capacity Manlifter with BHEL's prior consent (regarding acceptability of the substitute) within 20 days from outage, In the case of contractor's failure to do so, BHEL shall make alternative arrangements at the Risk and Cost of the contractor.
- 7.9.4 If at any moment of time during the execution of work, any Manlifter is found to be not in a good working condition and non-performing at desired minimum capacity, as certified by BHEL engineer, the contractor shall deploy another Manlifter in good working condition within 20 days of BHEL's intimation with minimum desired capacity. In the case of contractor's failure to do so, BHEL shall make alternative arrangements at the Risk and Cost of the contractor.

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Chapter-VIII: Taxes and Other Duties

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 availing such ITC,

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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 1st October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as**

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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.
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

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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 may be

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Chapter-VIII: Taxes and Other Duties

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.

TECHNICAL CONDITIONS OF CONTRACT (TCC)
CHAPTER IX – Drawings

Not Applicable

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER X – General

10.0 VOID

- 10.0 BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

- 10.1 **Road permits, Octroi, GST and Declaration Forms etc., required for deployment of the Manlifter at the destination sites shall be arranged by the bidder and necessary registration and/or permission as may be applicable in the respective states shall duly be complied with by the bidder. Quoted price/rates shall be inclusive of above. BHEL will neither issue any Road Permit /GST declaration forms for this purpose nor pay any taxes in this regard.**

10.2 GENERAL

- 10.2.1 In case of any contradiction between “General Condition of Contract” & “Technical Conditions of Contract” of this Tender Specification, the provisions of Technical Condition of Contract shall prevail.

- 10.2.2 In case of contradictions between Quoted Unit Rate and Total Amount, the quoted Unit Rate shall be taken as correct and total amount recalculated for the intended order quantity.

- 10.2.3 In case of contradictions between Rates in Figures and Rates Words, the lesser of the two shall be considered as correct.

- 10.2.4 In case BHEL finds that any bidder has furnished incorrect information, the offer is liable for rejection.**

10.3 STATUTORY REQUIREMENTS

ESI & EPF as applicable shall be obtained by the Contractor within the quoted rates.

10.4 GATE PASS FOR MEN & MATERIALS

Contractor shall arrange the entry/out gate pass for their crew and materials for which necessary documents will be forwarded by BHEL to the client. Contractor shall maintain duly endorsed records of all incoming equipments to facilitate grant of outward gate pass.

10.5 INSURANCE COVER FOR MEN & MATERIALS

The Contractor shall arrange necessary CPM Insurance cover with appropriate Third Party Liability cover for the Manlifter and WC/Personal Accident Policy as applicable for the O&M crew. If any accident/injury/loss occurs due to the operation of the Manlifter, to any other persons/ public and the properties of BHEL/client/other agencies/third party, the contractor shall have to pay necessary compensation and other expense, so decided by the appropriate authorities.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER X – General

BHEL/Client has obtained comprehensive Marine cum Erection All Risks Insurance Policy for the plant under installation and other assets of BHEL. Accidental loss/damage to these materials will be covered under this policy. Contractor shall arrange for necessary insurance cover for the assets owned by him.

10.6 ACCOMODATION & LOCAL CONVEYANCE

Contractor has to make their own arrangement for accommodation, local transport and other amenities for their crew at project site.

10.7 DAILY LOG BOOK

The contractor shall maintain a logbook in duplicate giving full operation details, preventive maintenance and Breakdown records and obtain counter signature of BHEL Engineer in Charge on a daily basis. Original log sheets shall be submitted to BHEL at regular intervals as directed by BHEL and before submission of monthly bills.

10.8 RELIEVERS FOR OPERATING CREW

In case any member of the operating crew proceeds on leave/ is absent, the contractor shall arrange alternative beforehand for continuation of work to meet BHEL's time-bound erection programme.

10.9 Safety, Occupational Health and Environmental Management

As per "Health Safety Environment Plan" which is part of Volume IC-GCC.

10.10 LIQUIDATED DAMAGES: As per GCC & conditions in this Technical Bid Volume-I

10.11 SECURITY DEPOSIT & BANK GUARANTEE

10.11.1 Security Deposit: Please refer Clause no. 1.10 of Volume-I C GCC

10.11.2 Contract Value for Security Deposit (SD):

At the beginning of contract, the Security Deposit shall be calculated according to the awarded Contract Value. Subsequently amount of SD shall be regulated based on the Contract Value that is arrived at after taking care of time extensions, short closure etc. Accordingly, contractor shall pay additional amount of SD or BHEL will adjust/refund excess SD if any. For further details, refer Clause no. 1.10 of Volume-I C General Condition of Contract (GCC).

TECHNICAL CONDITIONS OF CONTRACT (TCC)

CHAPTER XI – Rate Schedule & Price Bid Related

11.0 RATE SCHEDULE, QUOTED RATES / PRICE & CONTRACT VALUE.

11.1 Bidders shall quote their price in the Rate Schedule furnished in “Price Bid Specification” issued as Volume-II of this tender specification.

11.2 **Total amount payable towards mobilization and de-mobilization** of respective Manlifter shall be as in the table below: -

S No.	Description of Manlifter	Total Amount for One-Time Mobilization and Demobilization
1	85 Feet Manlifter (Articulated Type)	Rs. 2,02,700/- (Fix)

Mobilization- Demobilization amounts are also indicated in the Rate Schedule for Manlifters. Bidder shall neither quote any amount towards mobilization and demobilization separately nor make any alteration in these amounts specified by BHEL. Offers with any deviation in this regard will be rejected.

11.0 Bidder shall quote only monthly hire charge rate and indicate the corresponding amount for the duration indicated in the Rate Schedule. Bidder shall also indicate the total amount comprising of total monthly hire charges and mobilization & de-mobilization charges for the Manlifter. In case of any discrepancy between the rates and amounts, the monthly hire charge rate quoted by the bidder shall be considered as correct and the grand total amount for the Manlifter shall be re-calculated for the purpose of offer evaluation.

11.1 Prices shall be inclusive of all applicable taxes (excepting GST), levies, services, consumables (excepting fuel), as per provisions under the Terms & Conditions in scope of contractor mentioned in this Tender Specification.

11.2 Contract Value for Offer Evaluation & Work Order (Award Value):

Total Contract price for One Manlifter = (Monthly Hire Charges X No. of months in regular contract period) + One-Time Mobilisation-Demobilisation Charges as specified in clause 11.2.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XII - INSTRUCTION FOR FILLING UP APPENDICES

12.0 INSTRUCTION FOR FILLING UP APPENDICES

12.1 “Appendix-A Tech Specification Sheet” is issued separately. The bidder(s) must submit the technical details of offered Manlifter (s).

Instruction for filling up Appendices: -

- 1. Appendix-A workbook contains several sheets. Blank Formats for technical and other essential details of offered Manlifter (s) is provided in this workbook. Bidder may offer more than one Manlifter model for the tender requirement & submit details in separate sheets provided in Appendix-A as part of Technical cum Commercial Bid.**
- 2. Bidders shall furnish appropriate supporting documents duly furnishing cross-reference in the Appendices.**
- 3. In case of insufficient space in the Appendix, bidder shall use additional sheets in order to furnish complete information.**
