



BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM, HYDERABAD-32
PROJECT ENGINEERING & SYSTEMS DIVISION

Technical Conditions of Contract

Name of Work: Material Handling Contract and Site Establishment at NLC, Neyveli Tamilnadu

Document No : HY/PESD/SOLAR/NLC/MHSE/001 Dated: 09-09-16

Project Information: NLC LTD. is establishing a 65 MW Grid connected Solar PV Plant on EPC basis at Neyveli in Cuddalore District in Tamilnadu state. The Plant is divided into 02 blocks, one is 40 MW and another one is 25 MW. The SPV Plant of 65 MW is being executed by BHEL.

1 Work Information: The work to be executed by contractor is divided into two portion

a) The scope includes receipt of project materials, unloading, handling, stacking, storing, preservation, receipts/issuing of material with proper documentation at two locations(40 MW & 25 MW) independently. Fencing of the store area. Arranging tools and tackles for material unloading. Unloading of the materials will be decided as per actual condition at site, it may be directly unloaded at site or at stores. Arrangement of slippers, tarpaulin etc. for stacking and preservation of materials. Following is minimum Manpower/T & P to be provided on continuous basis for period of nine months.

- i. Hydra 14 MT – 2 Nos (1 No. for Location 1 and 1 No for Location 2)**
- ii. Supervisor – 2 Nos (1 No. for Location 1 and 1 No for Location 2)**
- iii. Store Keeper – 2 Nos (1 No. for Location 1 and 1 No for Location 2)**
- iv. Rigger / Helper – 10 Nos (5 Nos for Location 1 and 5 Nos for Location 2)**

b) Providing, installing & maintaining the site office set up materials on HIRE BASIS for twelve months as below.

- i. Fully furnished two nos of Portable cabin for Staff chemical, Flushing western toilet with hand washing, Flushing Indian toilet with hand washing, two nos. Soap dispenser & Hand tower dispenser, Three No's Urinal toilet, and one no. Wash Basin, Air vent facility & Mirrors.**
- ii. Three no's of Core-i5 PC with 500 GB HDD, 8 GB RAM and LCD monitor along with complete accessories and softwares.**
- iii. Air conditioner for office use - 04 nos. ((03 Nos. for Porta Cabins and 01 No. for Site Office). Specification: Split AC, 1.5 Ton**
- iv. AMC/Installation of PCs & Networking-4 nos**
- v. Refrigerator - 02 nos (01 Nos. for 40MW site and 01 no for site office) Capacity: 200 Ltr**
- vi. Office boy cum messenger - 2 nos**
- vii. One no. A3 Laser Printer / Scanner with refillable cartridge.**
- viii. Internet Connection (BB/DT Card/Router) - 03 Nos.**
- ix. Furniture for Site Office at NLC Township - (05 Nos. of Office Tables, 05 Nos. of Revolving Chairs and 05 Nos. of Plastic Chairs) - Spec:**
 - 1. Table - Office table with min 2 drawers and approx. dimensions 1200x600x750cm**
 - 2. Revolving Chair with height adjusting feature and armrest**
 - 3. Good quality plastic chair with armrest**
- x. Connecting power to each porta cabin and utility connection for Chemical toilet.**

3. Duration of Contract: The contract period for completion of entire scope of work shall be **12 (Twelve) Months. Under the running of this contract, the duration of material handling works will be 9 (Nine) months and duration of Site Establishment works will be 12 (Twelve) Months respectively from the date of commencement of the contract.**



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The date of commencement of contract period shall be the mutually agreed date between the bidder and BHEL engineer to start the work. In case of discrepancy the decision of BHEL engineer will be final.

Note: The duration of Material Handling works may be extended up to a period of further three months or closure of the entire contract, whichever is earlier at the same finalised rates. The extension will be done on monthly basis only and will be based on requirement.

4. List of Major Equipment's for Material Handling for 1X65 MW SPV Project

1. Solar PV Modules
2. Solar PV Modules Mounting Structures (MMS) along with foundation bolts.
3. DC Cables including MC4 connectors and DWC pipes
4. String Monitoring equipment
5. Power conditioning unit
6. LT/HT Switchgear Panels
7. Inverter Transformers & Auxiliary Transformers
8. LT/HT Cables
9. SCADA
10. Instrumentation & Communication cables
11. Earthling & Lightning Protection System
12. Plant illumination system
13. Auxiliary Power Supply System
14. Battery and Battery Charger
15. UPS
16. Time synchronization Equipment
17. Weather Monitoring Equipment's
18. Fire Detection and protection system
19. DG Set
20. CCTV
21. PEB-Pre Engineered Building materials



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22. Module washing system

Above list is for information only, any other items required for completion shall be covered under this contract.

5.0 TAXES, DUTIES, LEVIES

5.1. For All types of works

5.1.1

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of the Contractor's operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from contractor's bills or otherwise as deemed fit.

However, provisions regarding Service Tax, Swachh Bharat Cess, Krishi Kalyan Cess and Value Added Tax (VAT) on output services and goods shall be as per following clauses.

5.1.2 Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess on Output Services:

Contractor's price/rates shall be **exclusive** of Service Tax and Swachh Bharat Cess on Services. In case, it becomes mandatory for the contractor under provisions of relevant act/law to collect the Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess from BHEL and pay the same to the concerned tax authorities, such applicable amount will be paid by BHEL at the prevailing Service Tax Rate, presently Service Tax 14%, Swachh Bharat Cess 0.5% and Krishi Kalyan Cess 0.5% on the admitted Service value against submission of documentary evidence of their remittance.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract. Contractor shall submit serially numbered Service Tax and Cess Invoice, signed by the Contractor or a person authorized by the Contractor in respect of taxable service provided, and shall contain the following, namely,

- 1.The name, address and the registration number of the contractor,**
- 2.The name and address of the party receiving taxable service,**
- 3.Description and value of taxable service provided and,**
- 4.The Service tax, Swachh Bharat Cess & Krishi Kalyan Cess payable thereon.**

All the above four conditions shall be fulfilled in the invoice before release of service tax, Swachh Bharat Cess and Krishi Kalyan Cess payment.



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Wherever, more than one route/option are available for discharge of Service Tax, Swachh Bharat Cess & Krishi Kalyan Cess, liability under a particular service, (e.g. “works contract Service”), contractor shall obtain prior written consent from BHEL before billing the amount towards Service Tax and Cess

5.1.3 VAT (Sales Tax /WCT)

As regards Value Added Tax (VAT)/CST on transfer of property in goods involved in Works Contract (previously known as Works Contract Tax) if applicable as per local laws, the price quoted by the contractor shall be **inclusive** of the same and in no case input or output VAT/CST will be reimbursed extra by BHEL.

In any case the Contractor shall register himself with the respective Sales Tax authorities of the State (where the project is located) and submit proof of such registration to BHEL along with the first RA bill. The contractor shall issue the tax Invoices to BHEL as per the Tax laws of respective State and also issue to BHEL the prescribed forms/undertakings/certificate/any other documents prescribed under the respective State VAT laws for enabling BHEL to avail input credit for the output VAT paid by the Contractor or for claiming set-off/deduction for the value of work executed by the Contractor, wherever applicable.

Deduction of tax at source (if applicable) shall be made as per the provisions of law and is to be construed as an advance tax paid by BHEL on behalf of the contractor and no reimbursement thereof will be made by BHEL.

Further, if BHEL, at the instance of customer or otherwise adopts the specific route for discharging output VAT liability itself, benefit of the reduction in liability of the contractor has to be passed on to BHEL.

In case, BHEL is forced to pay any VAT liability on behalf of the contractor, the same will be recovered from contractor's bill or otherwise as deemed fit.

5.2 New Taxes/Levies - For All types of works

In case the Government imposes any new levy/tax on the output service/ goods/work after award of the contract but before the scheduled completion date as per contract, the same shall be reimbursed by BHEL at actual against documentary evidence/proof.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on the bidder's price duly substantiated by documentary evidence in support of the same **before opening of Price Bid**. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.



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No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on **input** goods/services/work of the Contractor shall be made by BHEL. Such impact shall be taken care of by the Price Variation/Adjustment Clause (PVC) if any. In case PVC is not applicable for the contract, Bidder has to make own assessment of the impact of future variation if any, in rates of taxes/duties/ levies etc. in the price bid.

5.3 GST: For All types of works excepting works covered under sl no 8.2

As and when GST becomes applicable to this contract, the net differential (negative or positive) financial liability of the Contractor to the Authorities (as compared to such liability prior to applicability of GST), if any, shall be to the account of BHEL. For this purpose, all available options under the GST shall be explored, and the decision of BHEL in this regard shall be final and binding on the Contractor.

BUILDING & OTHER CONSTRUCTION WORKERS (REGULATION OF EMPLOYMENT AND CONDITIONS OF SERVICE) ACT, 1996 (BOCW Act) AND RULES OF 1998 READ WITH BUILDING & OTHER CONSTRUCTION WORKERS CESS Act, 1996 & CESS RULES, 1998.

In case any portion of work involves execution through building or construction workers, then compliance to the above titled Acts shall be ensured by the contractor and contractor shall obtain license and deposit the cess under the Act. In the circumstances it may be ensured as under:-

- i. It shall be the sole responsibility of the contractor in the capacity of employer to forthwith (within a period of 15 days from the award of work) apply for a license to the Competent Authority under the BOCW Act and obtain proper certificate thereof by specifying the scope of its work. It shall also be responsibility of the contractor to furnish a copy of such certificate of license / permission to BHEL within a period of one month from the date of award of contract.
- ii. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under these act and rules including that of payment / deposit of 1% cess on the extant of work involving building or construction workers engaged by the contractor within a period of one month from the receipt of payment.
- iii. It shall be the responsibility of the sub-contractor to furnish the receipts / challans towards deposit of the cess together with the number, name and other details of beneficiaries (building workers) engaged by the sub-contractor during the preceding month.
- iv. It shall be the absolute responsibility of the sub-contractor to make payment of all statutory payments & compensations to its workers including that is provided under the Workmen's Compensation Act, 1923.