

	COMMERCIAL CONDITIONS OF CONTRACT (Rev.00)	Enquiry No. 88/22/6019/RRC
	Fabrication and Erection of Bottom Ash Hopper for Ash Handling System Package	
	BHEL-ISG, Bangalore	

These Commercial conditions shall be construed as part of tender document and shall be read along with General Conditions of Contract (Rev.01). In case of any conflict or inconsistency between the General Conditions of Contract (Rev.01) and these Commercial Conditions of Contract, the later shall prevail.

Cl. No.	DESCRIPTION	
1.	GENERAL INFORMATION	
a	Name of the Owner and address	BHEL-ISG, BHEL-ISG Prof. CNR Rao Circle, IISc Post Malleswaram, Bangalore-560012
b	Name of the BHEL's Customer	Tamilnadu Generation & Distribution Corporation (TANGEDCO)
c	Site Address	Ennore Thermal Power Station Taluk : Ambattur Village : Vayalur District : Thiruvallur, Tamilnadu
d	Project Name	2 x 660 MW Ennore SEZ Super Critical Thermal Power Project
2	SITE VISIT	
	Contractor should visit project site, to acquaint himself with the conditions prevailing at site and in and around the plant premises, together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid	
3	SCOPE OF WORK	
	Scope shall include fabrication and erection of Bottom Ash Hopper for Ash Handling System. Detailed scope of work shall be as per Technical Specifications.No. IS-1-14-2004/065/TS enclosed	
4	CLARIFICATIONS	
	The bidders shall submit all their queries/clarifications 2 days before the due date after which it will be presumed that there are no queries/clarifications and BHEL will be under no obligation to reply queries/clarifications raised after the date.	
5	LAND FOR STORAGE AND FABRICATION	
5.1	The contractor has to plan and use the existing land inside the Project Premises considering the use of land by other Civil /mechanical/ electrical contractors and the storage of plant machineries and materials. The existing land shall be shared by all erections agencies. Land will be allocated with certain time frame and to the extent available/ considered necessary, and will be reviewed by BHEL depending upon the area availability.	
5.2	Land at free of charge as available for the construction of tendered scope of work. No space will be provided by the Customer for the Bidder's labor. All facilities for labor housing shall be the sole responsibility of the Bidder.	
5.3	The contractor will be responsible for handing back all lands, as handed over to him by BHEL / BHEL's Customer.	
5.4	Land within plant premises for fabrication, office, storage area etc. for construction purpose shall be provided as per availability at free of cost.	
6	WATER	
6.1	The bidder shall make their own arrangement for water for Construction& drinking purposes.	

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7.0	ELECTRICITY
7.1	415 V, 3-ph 3-wire power supply will be given at one point, on chargeable basis as per HT tariff (temporary construction supply) rates applicable as per TNERC tariff order. For details refer Technical Enquiry Specification.
7.2	Contractor will have to arrange sufficient illumination at their own work areas.
8.0	COMPLETION PERIOD
	6 months from the date of LOI for erection, testing and handing over, etc. as per the scope specified in the Technical specifications. Vendor shall submit the detailed L2 schedule for completion of activities in line with L1 Schedule as per Annexure-I of CCC
9.0	CONTRACTOR'S OBLIGATION ON COMPLETION
9.1	On completion of work, all the temporary buildings, structures, pipe lines, cables etc. shall be dismantled and leveled and debris shall be removed as per instructions of BHEL by the contractor at his cost. In the event of his failure to do so, the expenditure towards clearance of the same will be recovered from the contractor. The decision of BHEL Engineer in this regard is final.
10.0	CERTIFICATE TOWARDS COMPLETION
10.1	The work under the scope of the contractor shall be deemed to have been Completed in all respects only when so certified by RM, BHEL at site. The decision of BHEL in this regard shall be final and binding on the contractor
11.0	MOBILIZATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE
	Not Applicable
12.0	PRICE BASIS
12.1	Firm till completion of contract, inclusive of all taxes & duties (except Goods & Service Tax). Goods & Service Tax (GST) only shall be payable extra at actual (as applicable as per statutes) to the quoted price.
12.2	Price Variation Clause (PVC) and Over Run Compensation (ORC) Not Applicable for this tender/ Contract. Clause No. 2.12 and 2.17 of GCC (Rev.01) are not applicable for this tender/ contract
13.0	CONTRACT PRICE
13.1	Type of Contract : Unit Item Rate Contract Bidder shall quote their prices strictly as per Price Schedule only.
13.2	Vendor shall quote the total lumpsum price for the complete scope of work as per the tender specifications and terms & conditions, as per the price bid format
13.3	Percentage allocation against each item of the BOQ is disclosed in the tender document, which becomes the basis for allocation of item wise amount / rate against the total lump-sum price for the entire contracted scope / BOQ. Individual item rate so derived shall be deemed to be the contracted rates for various BOQ items for all purpose.

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13.4	The unit rates allocated for various items of BOQ shall include all the stipulation mentioned in the tender documents and nothing extra over BOQ rates shall be payable
13.5	However, the contractor shall inform BHEL in case quantity of any item reaches 100% (Hundred percent) of BOQ Quantity during execution and obtain approval /consent of RM, BHEL (in writing), for execution of further quantity for this item.
14.0	TAXES AND DUTIES
14.1	All taxes & duties shall be included in the quoted price except Goods & Service Tax (GST).
14.2	GST shall be payable extra at actual against submission of GST invoice and other relevant documents. Terms & Conditions of GST shall be as per Annexure-II to this Commercial Conditions of Contract.
14.3	TDS under Income Tax and GST provisions, as applicable, shall be deducted at prevailing rates on Gross Invoice Value from the Running Bills unless Exemption Certificate from the Appropriate Authority/ Authorities is furnished.
14.4	Contractor is responsible to furnish all documentary evidences towards payment of taxes & duties as and when required by BHEL as well as "TAX INVOICE ".
14.5	New taxes & duties/ variation in existing 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 contractor), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, contractor shall obtain prior approval from BHEL before depositing new taxes and duties. However, no variation shall be payable on taxes & duties which are included in the quoted basic price.
14.6	BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.
14.7	Cl. No. 2.32.1, 2.32.2 & 2.32.3 of GCC (Rev.01) are not application to this tender/ contract.
15.0	INTERIM PAYMENTS
	Payment shall be made to the contractor based on the actual quantity of work executed, measured, certified by the site engineer and entered in the measurement book. The payable amount subject to statutory deductions and terms of payment etc. as applicable. The payment for work completed and certified by the site engineer shall be released as per payment terms mentioned below. (A) For Fabrication ,Erection works and Alignment etc (BOQ Sl. No.2301A, 2316A and 2322A) 1. 65% of basic price, along with GST for corresponding value, shall be payable on pro rata basis upon completion of fabrication works as per billing schedule based on the certification by BHEL Site Engineer.

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	Supporting documents are to be submitted by vendor along with the RABs as per Clause No.2.24.2 (a) of GCC Rev 01 2. 30% of basic price, along with GST for corresponding value, shall be payable on pro rata basis upon completion of erection works as per billing schedule based on the certification by BHEL Site Engineer. Supporting documents are to be submitted by vendor along with the RABs as per Clause No.2.24.2 (a) of GCC Rev 01 3. 5% of basic price, along with GST for corresponding value, shall be payable after completion of complete scope of work based on the certification by BHEL site Engineer (B) For Erection, shifting, painting works and Grouting etc:(BOQ Sl.no.2307A,A2301B, , and 805) 1. 95% of basic price, along with GST for corresponding value, shall be payable on pro rata basis upon completion of works as per billing schedule(if applicable) based on the certification by BHEL Site Engineer. Supporting documents are to be submitted by vendor along with the RABs as per Clause No.2.24.2 (a) of GCC Rev 01 2. 5% of basic price, along with GST for corresponding value, Shall be payable after completion of complete scope of work based on the certification by BHEL site Engineer (C) Conducting radiography, ultrasonic, magnetic practice and dye penetration test, water leak test etc inline with specifications (BOQ Sl. No.2323,2324,2327 and 1.1) 1. 100% of basic price along with 100% GST shall be payable on pro rata basis upon completion of works as per billing schedule based on the certification by BHEL Site Engineer. Supporting documents are to be submitted by vendor along with the RABs as per Clause No.2.24.2 (a) of GCC Rev 01 Payment shall be made along with 100% GST (on billing value) in each stage for services. GST shall be payable extra at actuals against GST invoice. Clause 2.31 of GCC (Rev.1) is not Applicable.
16.0	DEFECT LIABILITY PERIOD/ Guarantee Period
16.1	12 months from date of completion of work as per specification as certified by BHEL Engineer.

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17.0	Approval of Sub-vendors
17.1	The supplier shall supply the materials from BHEL/ BHEL's Customer approved vendors only as specified as per Technical Specifications. No. IS-1-14-2004/065/TS enclosed.
18.0	MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC)
18.1	Seller/ Contractor shall not dispatch any material before issue of MDCC by Purchaser (site engineer of BHEL)/ BHEL's Customer.
18.2	Satisfactory completion of tests or issue of MDCC shall not bind the Purchaser/BHEL's Customer to accept the supply/ equipment should it, on further tests after erection, be found not to comply with the contract provisions.
19.0	EVALUATION CRITERIA
19.1	The tender shall be evaluated on the overall package basis and on 'total cost to BHEL' on all inclusive basis (except GST, GST payable extra at actuals). Order shall be placed on the overall 'L1' bidder, based on opening of sealed bid. Offer will be considered incomplete and rejected if all items are not quoted.
20.0	AREA REQUIREMENT
20.1	Contractor shall furnish the estimated area required for the construction of contractor's office etc. separately (based on BHEL's customer's design), in contractor's technical bid. The same will be reviewed by BHEL and allotted to the extent available/ considered necessary, depending upon the area availability. Contractor shall also have to arrange the watch and ward of its office within the accepted price.
21.0	CONSTRUCTION OF TEMPORARY OFFICE, CONTRACTOR'S OWN STORES ETC
21.1	Contractor shall arrange at contractor's own cost cleaning of area allotted, construction of contractor's temporary office, contractor's own stores etc. and also the watch & ward of all the above. Materials required for the same shall be provided by contractor at contractor's own cost.
22.0	TEST CERTIFICATE FOR T&P
22.1	All T&P, lifting tackles and pulling devices to be deployed by contractor must bear valid/ latest test certificates for contractor's suitability, and the documents shall be preserved at site.
23.0	PROVIDENT FUND & MINIMUM WAGES
23.1	The contractor is required to extent the benefit of Provident Fund to the labour employed by you in connection with this contract as per the Employees Provident Fund and Miscellaneous Provisions Act 1952. For due implementation of the same, you are hereby required to get yourself registered with the Provident Fund authorities for the purpose of reconciliation of PF dues and furnish to us the code number allotted to you by the Provident Fund authorities within one month from the date of issue of this letter of intent. In case you are exempted from such remittance an attested copy of authority for such exemption is to be furnished. Please note that in the event of your failure to comply with the provisions of said Act, if recoveries therefore are enforced from payments due to us by the customer or paid to statutory authorities by us, such amount will be recovered from payments due to you.
23.2	The contractor shall ensure the payments of minimum labour wages to the workmen

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	under him as per the rules applicable from time to time in the state.
23.3	The final bill amount would be released only on production of clearance certificate from PF/ESI and labour authorities as applicable
	OTHER STATUTORY REQUIREMENTS
23.4	The Contractor shall submit a copy of Labour License obtained from the Licensing Officer (Form VI) u/r25 read with u/s 12 of Contract Labour (R&A) Act 1970 & rules and Valid WC Insurance copy or ESI Code (if applicable) and PF code no along with the first running bill
23.5	The contractor shall submit monthly running bills along with the copies of monthly wages (of the preceding month) u/r 78(1)(a)(1) of Contract Labour Rules, copies of monthly return of PF contribution with remittance Challans under Employees Provident Fund Act 1952 and copy of renewed WC Insurance policy or copies of monthly return of ESI contribution with Challans under ESI Act 1948 (if applicable) in respect of the workmen engaged by them.
23.6	The Contractor should ensure compliance of Sec 21 of Contract Labour (R&A) Act 1970 regarding responsibility for payment of Wages. Incase of “Noncompliance of Sec 21 or non-payment of wages” to the workmen before the expiry of wage period by the contractor, BHEL will reserve its right to pay the workmen under the orders of Appropriate authority at the risk and cost of the Contractor.
23.7	The Contractor shall submit copies of Final Settlement statement of disbursal of retrenchment benefits on retrenchment of each workmen under I D Act 1948, copies of Form 6-A (Annual Return of PF Contribution) along with Copies of PF Contribution Card of each member under PF Act and copies of monthly return on ESI Contribution – Form 6 under ESI Act 1948 (If applicable) to BHEL along with the Final Bill.
23.8	In case of any dispute pending before the appropriate authority under I D act 1948, WC Act 1923 or ESI Act 1948 and PF Act 1952, BHEL reserve the right to hold such amounts from the final bills of the Contractor which will be released on submission of proof of settlement of issues from the appropriate authority under the act.
23.9	In case of any dispute prolonged/pending before the authority for the reasons not attributable to the contractor, BHEL reserves the right to release the final bill of the contractor on submission of Indemnity bond by the contractor indemnifying BHEL against any claims that may arise at a later date without prejudice to the rights of BHEL.
	In addition to the clause 2.8 of General Conditions of Contract, the contractor shall comply with the following
23.10	The Contractor should Register their Establishment under BOCW Act 1996 read with rules 1998 by submitting Form I (Application for Registration of Establishment) and Form IV (Notice Of Commencement /Completion of Building other Construction Work) to the respective Labour Authorities i.e., a) Assistant Labour Commissioner (Central) in respect of the project premises which is under the purview of Central Govt. – NTPC, NTPL etc b) Inspector of Factories in respect of the project premises which is under the purview

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	of State Govt.
23.11	The Contractor should comply with the provisions of BOCW Welfare Cess Act 1996 in respect of the work awarded to them by BHEL
23.12	The contractor should ensure compliance regarding Registration of Building Workers as Beneficiaries, Hours of work, welfare measures and other conditions of service with particular reference to Safety and Health measures like Safety Officers, safety committee, issue of Personal protective equipments, canteen, rest room, drinking water, Toilets, ambulance, first aid centre etc
23.13	The contractor irrespective of their nature of work and manpower (Civil, Mechanical, Electrical works etc) should register their establishment under BOCW Act 1996 and comply with BOCW Welfare Cess Act 1996.
24.0	COMPLIANCE TO CVC GUIDELINES FOR SELECTION AND EMPLOYMENT OF CONSULTANTS
24.1	The tender/ contract shall be governed by CVC circular no 08/06/11 dt 24.06.2011
24.2	The offers of the parties already available with BHEL-ISG for other tenders, for the same project, shall also be subjected to conditions mentioned in this circular. Only one order, either consultation or supplies/ services, whichever is finalized earlier, for the same project, shall be placed on the such bidder and the remaining offer(s) shall not be considered for further processing.
24.3	If any party, covered or not covered under clause 20.2 above, is awarded this contract, such parties shall not submit offers to BHEL-ISG against any future tenders, for the same project, if the tender falls under purview of the guidelines referred under 20.1 above. If such offers are received, the same shall be liable for rejection.
25.0	Pradhan Mantri Kaushal Vikas Yojna
25.1	The contractor shall, at all stages of work deploy skilled/ semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/ Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/ semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs. 100/- per such tradesmen per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding.

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	Provide always, that the provisions of this clause, shall not be applicable for works with estimated cost put to tender being less than Rs. 5 Crores.
26.0	Earnest Money Deposit
26.1	EMD amount Rs. 1,10,590 /- only. EMD amount shall be paid in the form of DD / Pay order / Cheque / NEFT transfer to BHEL's bank account. Entire EMD amount should reach the tenderer before the tender due date & time. Incase, DD/Pay order/Cheque for Entire EMD amount should reach the tenderer in separate cover by speed post on or before the tender due date & time. If EMD submission through NEFT, only reference no. has to send through Email. DD shall be drawn in favour of "Bharat Heavy Electricals Limited" and payable at Bangalore. Modes of deposit: The EMD may be accepted only in the following forms: (i) Cash deposit as permissible under the extant Income Tax Act (before tender opening). (ii) Electronic Fund Transfer credited in BHEL account (before tender opening). (iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer). The bank account details for Electronic Fund Transfer/ Cash deposit are as under- Name of Site /division : BHEL ISG Name of the Bank : ICICI Bank Limited Branch : ICICI Bank Tower, #1, Commissariat Road, Bangalore – 560025 Branch Code : 0002 IFSC Code : ICIC0000002 Account No: 000205003783 Nature of Account : Collection A/C Phone No of Bank: 022-28308110 Cash Receipt or proof of remittance to be attached along with part-1 offer. In case EMD is not received before the tender due date, the offer is liable for rejection.
26.2	Further, As per clause 1.9 of GCC (Rev.1).
27.0	Security Deposit
27.1	As per clause 1.10 of GCC Rev.01 The BG shall be initially valid for 18 months from the date of LOA and extended further till completion of Guarantee period as per clause 16 of CCC. Bidder/Contractor shall submit the Security deposit within 15 working days from the date of LOA.

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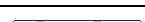
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	Bidder agrees to submit security deposit required for execution of the contract within the time period mentioned. In case of delay in submission, enhanced security deposit which would include interest (SBI rate + 6%) for the delayed period, shall be submitted by the bidder. Further, if security deposit is not submitted till such time the first bill becomes due, the amount of security deposit due shall be recovered as per terms defined in NIT / contract, from the bills along with due interest. Security Deposit shall be refunded/ Bank Guarantee(s) will be released unit wise to the Contractor upon completion of Guarantee period (As per SCC clause no.16) after deducting all expenses/ other amounts due to BHEL under the contract / other contracts entered into with them by BHEL upon fulfilment of contractual obligations as per terms of the contract.
28.0	Rights of BHEL
28.1	As per clause no. 2.7 of GCC (Rev.01).
29.0	Liquidated damages for delays
29.1	If the contractor fails to maintain the required progress of work which results in delay in the completion of the work as per the contractual completion period, BHEL shall have the right to impose Liquidated Damage/Penalty at the rate of 0.5% of the contract value per week of delay or part thereof on unexecuted portion to a maximum of 10% of the contract value
30.0	Quantity variation
	The quantities given in the price format / BOQ are tentative and are likely change to any extent depending on detailed engineering and the actual site conditions during execution of the contract or some of the items may not be executed at all. The contractor shall have no claim on this account. The quoted rate of each item shall remain firm as long as the variation in the total value of work executed under this contract including extra items if any, remain within plus or minus 25 (twenty five percent) of the basic contract value as per the design consideration. The tenderer has to keep their quoted rates firm up to variation of plus or minus 25% on the basic contract value. Compensation due to variation of final executed value in excess of the limits defined in clause above, shall be as follows: I. In case the finally executed contract value reduces below the lower limit of Contract Value due to quantity variation specified above, the contractor will be eligible for compensation @ 15% of the difference between the lower limit of the contract value and the actual executed value. II. In case the finally executed contract value increases above the awarded

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	Contract Value due to quantity variation, there will be no upward revision in the rates for the individual items.
31.0	Reverse Auction/Price Bid Opening
31.1	BHEL shall be resorting to Reverse Auction (RA) (New Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders as per RA guidelines. Price bids of all techno commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. .
32.0	MSE Bidder
	Extant regulations of Govt. of India will be applicable. Preferences as mentioned in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" shall be given to Micro and Small enterprises. Payment to MSEs will be governed as per the prevailing Act. MSE Bidders/ as defined by the MSMED Act as amended from time to time can avail the intended benefits only if they submit along with the offer, Udyam Registration Number awarded as per MoMSME GOI or such other document as may be stipulated in the MSMED Act or its rules/regulations as amended from time to time and/or by the Buyer. The deemed validity will be assessed on the date of bid opening (Part 1 in case of two part bid). Non submission of such documents as stipulated hereinbefore will lead to consideration of their bids at par with other Bidders. No benefit shall be applicable for the concerned for the tender enquiry, if any deficiency in the above required documents is not submitted before the price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements. In case of any change in the MSE status of the Bidder. it shall be the responsibility of the Bidder to notify the change as a part of the bid document. If at a later date it comes to the knowledge of BHEL, that the change in the status has not been intimated by the Bidder and the order was obtained under the premise of an MSE then BHEL may reject the bid or, as the case may be, cancel the order and take necessary steps for suspension of the business dealing against the Bidder as per the extant guidelines for suspension of business dealings with suppliers/ contractors of BHEL (as available on www.bhel.com). In case if all the items being procured under the enquiry fall under category of reserved items as defined in "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" and if any of the MSE bidder(s) is techno-commercially qualified then the price bids of only MSE bidders shall be opened. If no MSE bidder is techno-commercially qualified, then price bids of all techno-commercially qualified Bidders shall be opened.

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33.0	ARBITRATION & RECONCILIATION
33.1	As per Cl. No. 2.21 of General Conditions of Contract (GCC), Rev.01
33.2	The Conciliation scheme for conducting proceedings under the BHEL conciliation scheme 2018 shall be as per Appendix-A to this CCC.
34.0	RECOVERY OF OUTSTANDING AMOUNT
34.1	In event of any amount of money being outstanding at any point of time against the Seller/Contractor due to excess payment or any other reason whatsoever, in the present order/contract or any other order/contract from any BHEL Unit, the outstanding amount shall be recovered from the payments due to the Seller/Contractor or at any other appropriate time and manner/mode as deemed fit by the Purchaser at its sole discretion.
35.0	Other conditions
35.1	No interest shall be payable by the Purchaser on the security amount, bank guarantee amount or balance payment or any money which may become due owing to difference or misunderstanding or any dispute between the Purchaser and the Contractor, or any delay on the part of Purchaser in making periodical or final payment or any other aspects incidental thereto.
36.0	ETHICS IN BUSINESS DEALINGS:
36.1	In order to protect its commercial interests, BHEL may take action against suppliers/contractors by way of suspension of business dealings with them, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price as per the guidelines for Suspension of Business Dealings with Suppliers/ Contractors available at www.bhel.com under "supplier registration page".
37.0	FRAUD PREVENTION POLICY:
37.1	The Bidder along with its associate/collaborators/sub-contractors/sub vendors/ Consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

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Annexure-I

L1 Schedule

Item/ Package: Erection of Bottom ash Hopper for Ash Handling System

Project: 2 x 660MW Ennore SEZ STPP

ID	Task Name	Duration (Months)	Start	Finish	Remarks
1	Bottom Ash hopper	5	0	5	Within 5 months from free supply material and front availability

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Annexure-II

Terms & Conditions of GST

- 1) Supplier shall mention their GSTIN in all their invoices and invoices shall be in the format as specified/ prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/ uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc.
- 2) All invoices shall bear the HSN Code for each item separately (Harmonized System of Nomenclature)/ SAC code (Services Accounting Code).
- 3) A declaration to the effect that all invoice particulars are/ have been uploaded in the GSTN network/ portal & all tax liability as per GST rules and regulations have been and will be discharged, shall be mentioned in the invoice. If not mentioned in the invoice, a separate declaration shall be submitted as per the requirement of BHEL.
- 4) All documents like Mill Test Certificate, LR copy, Guarantee/ Warrantee certificate, work completion certificate, any other document mentioned in PO, shall be sent along with the vehicle/ consignment. For all consignments received within the calendar month, input credit will be availed within that month in line with monthly returns filing cycle. In case of any discrepancy in the document or non-submission of documents mentioned in the PO, then BHEL will not be able to accept or account the material, in such case availing of tax credit will be deferred to next month or so.
- 5) In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the suppliers, within the calendar month notified by BHEL.
- 6) For any such delay in availing of tax credit for reasons attributable to supplier (as mentioned above), interest (calculated @ SBI Base Rate + 6%) along with penalty if any will be deducted for the delayed period i.e. from the month of receipt till the month tax credit is availed, from the running bills.
- 7) This is to inform that GST portion of invoice shall be released only upon vendor declaring such invoice in his GSTR-1 and receipt of goods and Tax invoice by BHEL and confirmation of payment of GST thereon by vendor on GSTN portal. Alternatively, BG of appropriate value may be submitted by vendor which shall be valid at least one month after the confirmation of date of payment of GST by vendor on GSTN portal and receipt of Tax invoice and receipt of goods, whichever is later. Above is subject to receipt of goods/service and tax invoice thereof along with vendor declaring invoice in his return and paying GST within timeline prescribed for availing ITC by BHEL.

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- 8) In case vendor delays, declaring such invoice in his 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 vendor/ contractor along with interest levied/ leviable on BHEL.

9) Anti-profiteering clause:

GST law has a provision that any reduction of rates in GST or the benefits of ITC shall be passed on to the recipient by way of commensurate reduction in price of goods/ services. Hence, Bidder to ensure that benefit of reduction of rates in GST and benefit of ITC are being passed on by way of commensurate reduction in price of goods/services including capital goods.

Such benefit would accrue to vendors/ contractors due to availability of ITC for inter-state Supplies under GST which was not available in existing law due to CST credit not being available or ITC reversals under existing law for stock transfers, ITC reversals under Existing law on account of common credit etc. Further any element of taxes like Excise, VAT, CST, Service Tax, WCT, Entry Tax etc which are embedded into price of goods/ services shall also be taken into account for working out the benefits and for price reduction.

All benefits, as per the "Anti Profiteering Law" of GST shall be passed on to BHEL by the vendors, by way of commensurate reduction in price of goods/ services.