BHEL Maharatna Company – Golden Jubilee 50 Years	**INDUSTRIAL SYSTEMS GROUP**	**COMMERCIAL TERMS & CONDITIONS (CTC)** **Revision No. 00**	**NTPC 3X660MW North Karanpura STPP, Jharkhand**

1.	**ITEM WORK DESCRIPTION**	**Supply of Portland Pozzolana Cement (PPC)**
2.	**PROJECT NAME**	NTPC 3X660MW North Karanpura STPP, Jharkhand
3.	**SITE LOCATION**	3X660MW NTPC North Karanpura Super Thermal Power Project Site, P.O- TANDWA District: Chatra Jharkhand, India PIN: 825321
4.	**CONSIGNEE DETAILS/ SHIP TO**	General Manager, NTPC North Karanpura, P.O- TANDWA District: Chatra Jharkhand, India PIN: 825321 GSTN No. of NTPC North Karanpura (consignee): 20AAACN0255D2ZB A/c- BHEL-ISG, Bangalore
5.	**BUYER/ BILL TO for Supply of Goods**	BHEL-ISG North Karanpura Project Site P.O- TANDWA District: Chatra Jharkhand, India PIN: 825321 **GSTIN No. of BHEL / Jharkhand state: 20AAACB4146P5ZP**
6.	**MODE OF DISPATCH**	Equipment to be despatched by road/ rail/ air on freight prepaid and on door delivery basis to the Project Site. Consignee copy of LR to be sent with consignment.
7.	**INSURANCE**	Transit insurance from supplier's works to BHEL site stores shall be arranged by BHEL. Upon dispatch of materials supplier has to immediately intimate the insurance agency about the dispatches with copy to BHEL. **Insurance Policy Details:** Insurance Policy No: MARINE-500300/21/15/02/BHEL United India Insurance Co Ltd, KG Marg Delhi, Phone: 011-23318077, Email: corpcelldel@uiic.co.in
8.	**UNLOADING AND STORAGE AT SITE**	Not in the scope of the bidder.
9.	**GUARANTEE PERIOD**	As per Technical Specifications of the tender/ contract.

10.	**PERFORMANCE BANK GUARANTEE**	Not Applicable.
11.	**DELIVERY SCHEDULE**	Within six (06) months from the date of Letter of Intent (LOI). Supplies shall be made progressively based on dispatch clearance from BHEL.
12.	**INSPECTION/ INSPECTION AGENCY**	As per Technical Specifications.
13.	**PRICE BASIS**	**Price Basis:** Firm F.O.R. Site basis inclusive of packing & forwarding charges, freight charges, all taxes & duties except Goods & Service Tax (GST). **Price basis for ordering**: F.O.R Destination. **Type of Contract: Unit Rate** **Freight Charges: -** Freight Charges shall be included in the quoted basic price. No separate payment shall be made by BHEL for freight charges.
14.	**PAYMENT TERMS**	100% amount of the supplies made shall be payable after receipt of material at site and submission of following documents: a) Original GST Invoice b) Copy of Material Dispatch Clearance Certificate/ dispatch clearance through email issued by BHEL-ISG c) Material Receipt Certificate (MRC) signed by BHEL site engineer d) Copy of manufacturer's test results for 7 & 28 days accepted by BHEL.
15.	**QUANTITY VARIATION**	Prices shall remain firm for any increase or decrease in the Order/ Contract value up to plus or minus 30% within the delivery period (or extension thereof). The Purchaser shall have the right to increase or decrease quantities and scope up to the above extent of value and Seller/ Contractor shall be bound to accept the same at the contracted prices (unit rates) without any escalation.
16.	**LIQUIDATED DAMAGES FOR DELAY IN COMPLETION**	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the delayed portion of the order/ contract value per week or part thereof, subject to a maximum of ten (10) percent of the total order/ contract price excluding Goods & Service Tax (GST), if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. Date of Lorry Receipt (LR) shall be considered as delivery date for LD purpose.
17.	**INTEGRITY PACT**	Not Applicable
18.	**TAXES &**	All taxes, excluding GST, but including charges, royalties, any state or central levies

	DUTIES	and other taxes for supply of materials and execution of the contract shall be borne by the bidder and the same shall be included in the basic price quoted by the bidder. Variation in all such taxes & duties, which are included in the basic price, at any stage during execution of the contract, including extension of the contract, shall have to be borne by the bidder. GST as applicable shall be payable extra at actual against submission of original GST invoice along with all supporting documents. Bidder/ vendor/ contractor to intimate BHEL (by email, in case of supply of goods), within two working days from the date of removal, along with legible scanned copy of all relevant details & documents like tax invoice, packing list, delivery challan, Lorry/ Courier Receipt etc. **Invoices of vendors/ contractors are to be submitted within the time limit stipulated Under the GST law. Whenever Input Tax Credit could not be availed by BHEL within the time limit, due to delay in submission of invoices or for any other reason attributable to vendors/ contractors, liability towards loss of such credit shall be passed on to such vendors/ contractors.** Any new taxes & duties, if imposed subsequent to date of tender opening (Part-1 bid), by statutory authority during contract period (including extensions, if delay is not attributable to the vendor/ contractor), shall be reimbursed by BHEL on production of relevant supporting documents and original payment receipts (if applicable) to the satisfaction of BHEL. However, vendor/ contractor shall obtain prior approval from BHEL before depositing new taxes & duties. Benefits and/ or abolition of all existing taxes must be passed on to BHEL, by the vendor/ contractor, against new taxes & duties, if any, introduced at a later date. The benefits shall be passed on in terms of commensurate reduction in the basic price.
19.	**ENTRY TAX**	Not Applicable
20.	**ECS PAYMENT**	Payment will be made by ECS only and for which the vendors are to provide the following information along with their offers in their letter head duly signed., Information to be provided along with first invoice or earlier: BANK NAME, BANK ADDRESS, BANK PHONE, IFSC CODE (NEFT), BANK ACCOUNT NO., PAN NO., GSTIN, E-MAIL ID. Vendor shall also submit a cancelled cheque along with the above details.
21.	**BILLS SUBMISSION**	1) All your invoices against our order are required to be sent in a sealed envelope addressed to BHEL-ISG VENDOR BILLS BOX, BHEL INDUSTRIAL SYSTEMS GROUP, OPP IISc, and PROF. C.N.R. RAO CIRCLE, MALLESWARAM, BANGALORE - 560 012. **The envelope shall be super-scribed with Project Name/ PO. No./ W.O No. and the bill/ Invoice Numbers & Contact person**. 2) Bills/Invoices which are brought personally by vendors to ISG are to be dropped in the "BHEL-ISG Vendor Bill Box" Kept near Tender Box at the reception office/ main gate.

22.	**RISK PURCHASE**	If Seller/ Contractor fails to deliver goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply goods or materials covered by the Order/ Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of Order/ Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/ Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/ Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm is dissolved under the Partnership Act or if the Seller/ Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the Purchaser may be put to incur or sustain by reason of Seller/ Contractor's default or breach of Order/ Contract, Purchaser shall be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller/ Contractor and if the Purchaser so desires, may procure upon such terms and in such manner as deemed appropriate, stores not so delivered or others of similar description where stores exactly complying with particulars are not, in the opinion of the Purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/ Contractor and the Seller/ Contractor shall be liable to the Purchaser for any excess costs provided that the Seller/ Contractor shall continue the performance of the Order/ Contract to the extent not cancelled under the provisions of this clause. The Seller/ Contractor shall on no account be entitled to any gain on such repurchases. Recovery on account of Purchases made by Purchaser at the Risk & Cost of Seller/ Contractor shall be worked out as follows: Risk and Cost against Balance Work: Risk & Cost Amount= [(A-B) + (A x H/100)] Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract. B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the contractor/ supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any. H = Overhead Factor to be taken as 5 In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero). ***(Balance scope of work/ supply)** Difference of Contract Quantities and Executed Quantities as on the date of issue of

		Letter for 'Termination of Contract', shall be taken as balance scope of Work/ Supply for calculating risk & cost amount. Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities. Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities. Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose. Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions. However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose. NOTE: In case portion of work is being withdrawn, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work/supply' for calculating Risk & Cost amount.
23.	**LD against delay in executed work/ supply in case of Termination of Contract**	LD against delay in executed work/ supply shall be calculated in line with LD clause mentioned above for the delay attributable to contractor/ supplier. For this purpose, contract value shall be taken as Executed Value of work/ supply for the purpose of limiting maximum LD value. Method for calculation of "LD against delay in executed work/ supply" is given below. a) Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor/ supplier= T1 b) Let the value of executed work/ supply till the time of termination of contract= X c) Let the Total Executable Value of work/ supply for which inputs/ fronts were made available to contractor/ supplier and were planned for execution till termination of contract = Y d) Delay in executed work/supply attributable to contractor/supplier i.e. T2=[1-(X/Y)] x T1 e) LD shall be calculated in line with LD clause of the Contract for the delay attributable to contractor/ supplier taking "X" as Contract Value and "T2" as delay attributable to contractor/ supplier. Note: In case portion of work/ supply is withdrawn, no LD shall be applicable for portion of work/ supply withdrawn.
24.	**ARBITRATION**	All questions and disputes/ difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions,

		orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration appointed by the Chairman &Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL, shall appoint another person to act as sole arbitrator and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference. The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party. The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract". The Conciliation scheme for conducting proceedings under the BHEL conciliation scheme 2018 shall be as per Appendix-A enclosed.
25.	**Force Majeure**	Notwithstanding anything contained in the delivery/ contract schedule clause, if at any time during the continuance of the Order/Contract, the performance in whole or

		in part by either party of any obligations under the Order/Contract shall be prevented or delayed by reason of any war hostilities, acts of the public enemy, restrictions by Govt. of India, civil commotion, sabotage, fires, floods, explosion, epidemics, quarantine restrictions, strike, lock-outs, or acts of God (hereinafter referred to as 'event'), then, provided notice of the happening of such event is given by either party to the other within fifteen (15) days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate the Order/Contract nor shall have any claim for damages against each other in respect of such non-performance and delay in performance. Performance under the Order/Contract shall be resumed immediately after such event has come to an end or ceased to exist and decision of Purchaser as to whether the deliveries have to be resumed or not shall be final, conclusive and binding on the parties hereto. In the event of the parties hereto not able to agree that a force majeure event has occurred, the parties shall submit the disputes for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event. Not-withstanding the above provisions, Purchaser shall reserve the right to cancel the Order/Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.
26.	**FRAUD PREVENTION**	"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."
27.	**MSE Suppliers**	Any Bidder falling under MSME/ SC/ST category/ SSI unit shall furnish the details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer. If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSME/SC/ST Owned category/ SSI unit. MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of a CA certificate (format enclosed vide Annexure-I where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-1 in case of two or three part bid). Non-submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before 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. In addition to the above, vendors can submit “Udyog Aadhaar”.

		Documents should be notarized or attested by a Gazetted officer.
28.	**Order of Precedence of Documents**	a) Amendments/ Clarifications/ Corrigenda/ Errata etc issued in respect of the tender documents by BHEL. b) Notice Inviting Tender c) Commercial Terms & Conditions (CTC) d) Technical specification

Annexure-I

Certificate by Chartered Accountant on Letter Head

This is to certify that M/s ...., (hereinafter referred to as 'Company') having its registered office at .... is registered under MSMED Act 2006, (Entrepreneur Memorandum No. (Part-II) ....dtd ....,
Category: ....(Micro/ Small). Copy enclosed.

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year.................... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722 (E) dated October 5, 2006):
   Rs.................................Lacs.

2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act. 2006):
   Rs.................................Lacs.

(Strike off whichever is not applicable)

The above investment of Rs.........................Lacs is within permissible limit of Rs.................................Lacs for ....Micro/ Small (Strike off which is not applicable) Category under MSMED Act 2006.

OR

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is .... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide S.O. No. 3322 (E) dated 01.11.2013 published in the gazette notification dated 04-11-2013 by Ministry of MSME.

Date: .... (dd/mm/yyyy)

(Signature)
Name-
Membership Number-
Seal of Chartered Accountant