

**SPECIAL CONDITIONS OF CONTRACT (REV 00) dated 28/04/21
FOR
2x20 MW RAHUGHAT HYDRO ELECTRIC PROJECT -NEPAL**

These Conditions shall be read in conjunction with General Condition of Contract (GCC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC and its corrigendum, if any.

1.0	Project Name	2x20 MW RAHUGHAT HYDRO ELECTRIC PROJECT -NEPAL
2.0	Ultimate Customer	Raghuganga Hydropower Limited (RGHPL)
3.0	Delivery Address (ship to)	<p>a) Delivery shall be arranged by BHEL from Vendor works from India and Nepal. b) For Foreign Suppliers- Delivery address shall be intimated later For Invoicing purpose, Ship to address given below:</p> <p>Raghuganga Hydropower Limited Raghuganga Rural Municipality-3, Piple, Myagdi, Nepal Tel. No. 00977-69-521017, 00977-68-620096 Email: rgpnea@nea.org.np</p>
4.0	Location of Plant	<p>Rahughat Hydroelectric Project (RGHEP) is located between the Latitudes 28°22'21" to 28°25'45"N and the Longitudes 83°31'13" to 83°34'35"E in Myagdi District (Nepal), Western Development Region. The major components of the Project lie on the left bank of Rahughat Khola. Rahughat is one of the major tributaries of Kaligandaki River that flows from west to east to meet Kaligandaki River at Galeshwor.</p> <p>Nearest rail head: Raxaul border point,</p>
5.0	Consignee Address (Bill To)	BHEL, POWER SECTOR - PROJECT ENGINEERING MANAGEMENT, POWER PROJECT ENGINEERING INSTITUTE, PLOT NO.25, SECTOR-16A, NOIDA-201301 STATE - UTTAR PRADESH
	Notes:	<ol style="list-style-type: none"> 1. Consignee address (Bill To) in Invoice & LR should be strictly as per Sl. No. 5. Place of supply along with name of state to be clearly indicated by vendor in invoice. 2. Delivery address (Ship To) in Invoice and LR shall be as per point no. 3 3. Invoice should clearly specify "Billing from" and "Shipping from" addresses.
6.0	Buyer and Paying Authority	<ol style="list-style-type: none"> 1) Packages for which PO is placed by BHEL-PEM - Buyer and Paying Authority shall be <u>BHEL-PEM</u>. 2) Packages for which LOA is issued by BHEL-PEM & PO is placed by BHEL-PSNR - Buyer and Paying Authority shall be <u>BHEL-PSNR</u>.
7.0	Mode of Dispatch	By Road/Air
8.0	Inland freight in Nepal and India	By BHEL

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9.0	Payment terms	<p>Shall be as per GCC Rev-07</p> <p><u>Payment linked to MRC</u> – In case MRC is not received within 120 days from the date of dispatch, then, receipted LR duly endorsed by BHEL-ROD/CHA/agency hired by BHEL for transportation and customs clearance shall be treated as MRC for vendor payment purpose.</p>
10.0	Insurance details	By BHEL- Details shall be informed later
11.0	GST Registration No.	BHEL-PEM: 09AAACB4146P2ZC
12.0	Dispatch Documents required (to be furnished by Vendor for payment)	<p>Vendor to furnish the scanned copy of dispatch documents immediately on the date of dispatch for billing at BHEL end.</p> <p>For materials originating from Indian territory and Nepal territory), - Refer GCC Rev-07.</p> <p>Since transportation of material is done by BHEL from vendor works, dispatch payment shall be made against LR issued by BHEL transporter.</p> <p>For materials originating from Foreign Territory except Nepal</p> <p>(a). Three (3) original and Three (3) copies of clean bill of lading or One (1) clean original Airway Bill & Three (3) copies, in case of air freight.</p> <p>(b). One (1) original and Three (3) copies of signed Invoices</p> <p>(c). One (1) original and Three (3) copies of Packing List (clearly showing number of packages, gross weight and net weight).</p> <p>(d). Three (3) copies of certificate of country of origin.</p> <p>(e). Copy of Customer/BHEL MDCC.</p> <p>(f). Three (3) copies of inspection certificate, if any, issued by the customer/his authorised representative.</p> <p>(g). Three (3) copies of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment.</p> <p>(h). Three (3) copies of certificate from the vendor to the effect that the contents in each case are not less than that entered in the invoices and guaranteed as new and as per the relevant technical specifications.</p> <p>(i). Shipping Specification – One (1) copy.</p> <p>(j). Quality Certificate – One (1) copy.</p> <p>(k). Approved Test Certificates, if any. - Three (3) copies.</p> <p>(l). Guarantee Certificate – One (1) Original + One (1) copy.</p> <p>(m). Inspection Reports – One (1) Original + One (1) copy.</p> <p>(n). PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.</p>

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13.0	Taxes & Duties	<p>A) GOODS AND SERVICE TAX (GST) Transaction between a manufacturer and merchant exporter is in the nature of supply and is not exempted under the GST laws. Accordingly the Indian bidder should quote the relevant CGST/SGST/IGST in their bid. However, CGST/SGST/IGST will not be taken into consideration for the purpose of evaluation of the bid.</p> <p>B) Being export project, the Indian bidders are required to consider all the applicable export benefits, if any, as per the Foreign Trade Policy 2015-20 and Custom Act. BHEL PEM will provide all the necessary support in this regard. The bidder is required to indicate the support required and the break-up of CIF content at the enquiry stage.</p> <p>C) Custom duty shall be payable by BHEL/Customer at the port of destination (Nepal) for the clearance of material supplied. However vendors to note that in case material gets rejected due to reasons attributable to the vendor, then the vendor shall bear the customs duty & other incidentals, if any, at the port of destination for further replenishment supplies to be made.</p> <p>D) After the completion of supply of the ordered quantity, for any further supplies arising due to reasons attributable to the vendor, Customs duty and other incidentals, if any, at Nepal port shall be paid by the vendor.</p> <p>E) For foreign vendors, if any extra charges are incurred by BHEL during custom clearance at Nepal port due to non-compliance/insufficiency by foreign vendor, the same shall be to vendor account.</p> <p>F) In case of order on foreign Vendor, the dispatches shall be on C&F basis and Taxes & Duties in the country of dispatch (origin) shall be borne by Foreign Bidder & to be accounted in the prices quoted to BHEL/PEM/NOIDA.</p>
		<p>G) FOR GST applicable on exports</p> <p>a) Refer Notification No. 41/2017 - Integrated Tax (Rate) dtd. 23.10.2017 regarding IGST @0.1%</p> <p>b) Notification No. 40/2017 - Central Tax (Rate) dtd. 23.10.2017 regarding CGST @0.05%</p> <p>c) Notification no. 1663 dtd. 16.11.2017 regarding SGST @0.05%</p> <p>and any other related circular thereof issued from time to time by Govt. Of India.</p>
14.0	Guarantee Period	<p>Guarantee period shall be as per GCC rev no.07 or as specified in NIT, whichever is later.</p>

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15.0	Unloading, Storage and Movement of Material within Site	<p>-By BHEL site office for Supply packages. (The Vendor shall furnish LR wise Gross Wt. and net weight of the consignment for the purpose of handling the consignment by BHEL site loading/unloading contractor).</p> <p>-By Vendor for Turnkey i.e. Supply and Erection & Commissioning Packages.</p>
16.0	Inspection agency	Shall be informed later
17.0	Packing Instructions	As per technical specifications.
18.0	LD Calculation	<p><u>Indigenous and Nepalese vendor</u></p> <p>LD to be worked out/levied on the basis of LR date issued by BHEL transporter. All other LD terms shall be as per Clause no.16.0 of GCC REV 07.</p> <p><u>Foreign vendor</u></p> <p>LD to be worked out/levied based on the date of Bill of Lading as delivery completion. All other LD terms shall be as per Clause no.16.0 of GCC REV 07.</p>
19.0	Excise Attestation at Works	<p>Sealing of containers – Procedure for sealing of containers shall be as per clause no B of circular no 26/2017-Customs dated 1st July, 2017 and other related circular thereof issued from time to time by Govt of India.</p> <p>For this purpose, PEM's supplier should send the packing lists to IO-Projects at least 2 weeks in advance to enable prepare Shipping Invoices for furnishing to the PEM's supplier for requisite attestations and sending to concerned agency through fastest means for a smoother and faster customs clearance under intimation to PEM, NOIDA.</p>
20.0	Packing List and Routing of Packing Lists	<p>Suggestive format for packing list and marks and numbers on packing case (Name Plate) shall be informed later and to be followed by the supplier/ bidder.</p> <p>Packing list is an extremely important document, which forms a part of Export Documentations in connection with the processing of customs formalities. Packing List has to be generated by units/Unit vendors and sent to IO at Lodhi Complex, New Delhi, and concerned agency (both at the same time), two weeks in advance, for processing and obtaining shipping bills' clearances.</p>
21.0	Submission of Final Drawing / Documents along with O&M Manual, Type Test Certificates (if any)	As per GCC/ Technical specification/ Kickoff meeting.

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22.0	Monthly Progress Report	Vendor to provide monthly progress report each month after placement of PO, till supply of material. Monthly progress report of vendor shall include raw material status, BOI status, manufacturing, engineering progress including status of major drawings/docs, inspection & latest dispatch plan. Vendor may use their format to provide required information, however format (if any) issued by Purchaser after placement of PO shall be obligatory to vendor.
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	<i>Prepared by</i>	<i>Checked By</i>	<i>Reviewed by</i>	<i>Vetted By</i>	<i>Approved by</i>
Signature					
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