

PEM / PG-II-1, BHEL, PPEI, NOIDA

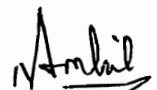
SPECIAL CONDITIONS OF CONTRACT (REV0)

2X800MW YERMARUS THERMAL POWER STATION
RAICHUR POWER CORPORATION LIMITED

These Conditions shall be read and construed along with **General Condition of Contract**. Enclosed Along with the tender enquiry. In case of any conflict or inconsistency the condition given in SCC Shall prevail over the GCC.

- 1.0 **Project Name :-** **2X800MW YERMARUS THERMAL POWER STATION (TPS)**
- 2.0 **Consignee Address :-**
- A. **FOR MAIN EQUIPMENT:-**
Construction Manager
Bharat Heavy Electricals Limited
Yermarus Thermal Power Station(RPCL),
Raichur Industrial Growth Centre
Yeramarus, Raichur Dist, Karnataka 584 134
- B. **FOR MANDATORY SPARES:-**
No Mandatory spares in BHEL scope.
- 3.0 **BHEL Site Office Address :**
- Construction Manager
Bharat Heavy Electricals Limited
Yermarus Thermal Power Station(RPCL),
Raichur Industrial Growth Centre
Yeramarus, Raichur Dist, Karnataka 584 134
- 4.0 **Customer Order Ref No:-** **LOA No. TDY/M-CHP-AHP/SUP/713 Dated 21/03/12**
LOA No. TDY/M-CHP-AHP/SER/714 Dated 21/03/12
- 5.0 **Mode of Dispatch:-** ROAD & RAIL TRANSPORTATION
- 6.0 **Road Permit Required:-** No
- 9.0 **Nearest Sea port** Chennai
- 10.0 **Nearest Railway station** Yermaras Railway station
- 11.0 **Customer Consultants** STEAG Energy services (I) Pvt. Ltd.

- 14.0 **Prior Dispatch intimation to BHEL Site Office and Underwriters :-** Yes, one set consisting of **LR / RR copy, Packing List/ Challan** indicating the items dispatched (with their weights) and letter informing the underwriters about the value of consignment and dispatch details to be sent to:
a) **BHEL Site office**
b) **BHEL, PEM, PPEI-Noida**
- 15.0 **Transit Insurance** Policy No: 500300/44/11/04/40000023 -SCE
Policy No. Policy No: 500300/21/11/02/00000055- MARINE
Underwriters Period of Insurance: 19.08.2011 TO: 18.03.2016
Underwriter: M/s UNITED INDIA INS CO LTD
- 16.0 **BHEL CST DETAILS** CST : ND 5341151 DATED 01/07/2006
UPTT : ND 0345307 DATED 01/07/2006
UPTIN: 09765702874
- Customer (RPCL) CST** TIN: 29260849104
- 17.0 **Unloading at site** By BHEL site office for supply packages.
By vendor for Turnkey i.e. supply and Erection & Commissioning packages
ON LR/RR/GR **(The Supplier shall give Gross Wt./Net Weight Of the consignment for the purpose of handling the consignment by BHEL site loading/unloading contractor.**
- 18.0 **Storage at site** By BHEL site for supply packages
- 19.0 **Movement of Material within Site** a) By BHEL site for supply packages
b) By vendor for Turnkey i.e. supply and Erection & Commissioning packages
- 20.0 **DOCUMENT REQUIRED FOR VENDOR PAYMENT.** For customer billing by PEM the supplier shall provide the following Documents to PG-II :-
A. **Supplier Invoice – 8 Copy**
B. **Copy of Consignee copy LR. (CONSIGNOR / LORRY COPY NOT REQD) – 8 Copies**
C. **Copies of Packing List** indicating Quantity/ Gross weight/ Net weight and RPCL approved BBU item no. against each item dispatched. – **8 Copies**



- D. MDCC – Original + 7 Copies
- E. Copy of Insurance intimation letter.
- F. Test Certificates/Inspection reports.
- G. Guarantee Certificate.

21.0 **PAYING AUTHORITY:-**

- a) PEM SUPPLIED ITEMS – BY BHEL, PEM.
- b) FOR TURNKEY PACKAGES – BY BHEL, PSSR

22.0 **Material Receipt Certificate (MRC):-**

NOTE: Inspection for main supplies/mandatory spares shall be done by BHEL/ RPCL. MDCC shall be issued by BHEL.

- a) For Supply Packages BHEL/PEM will arrange MRC from BHEL Site, however supplier/ contractor shall provide support for verification of material at site if required.
- b) For Turnkey i.e. Supply and Erection & Commissioning packages, Original MRC duly signed by customer (RPCL) & BHEL-Site is to be arranged by vendor for their MRC payment.

23.0 **Dispatch Markings:-**

Each box/ Drum shall be marked with Capital Letters in Red indicating **Main Supply OR Commissioning spares.**

Each package/Drum delivered under the Contract shall be marked by Supplier as per details listed below and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated) for purposes of identification.

Each and every box (package) shall be marked with following:-

- 1) Name and address of the consignee:
- 2) Project reference:
- 3) Customer Contract No.:
- 4) Vendor Name:
- 5) PEM P.O. reference No.
- 6) Gross Weight/ Net Weight (Without Gross Weight/ Net Weight mention on LR, Vendors invoice can not be processed)
- 7) Packing No.: (1/10, 2/10, 3/10 when there are 10 packages for one consignment)
- 8) Packing Mark: (symbols indicating "TOP" and other special marking)
- 9) Type of Equipment: "E" (for equipment supply)
"T" (for Tools & Tackles)
"S" (for Mandatory Spares)

Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.



IMPORTANT:-

One copy of respective standard manufacturer's erection instruction/operation manual shall be kept in each package/container for immediate reference by BHEL site.

NOTE:-

The Copy of complete **Packing list** for the consignment must be put inside the Box/ Boxes.

15 copies of supplier's Erection / Instruction manuals to be given to the BHEL, PEM, PPEI-Noida (PG-II) within 30 days of dispatch for handing over to Customer/ BHEL site.

Ultimate Destination:-

Each box/ Drum shall be marked with Capital Letters in Red indicating

Construction Manager
Bharat Heavy Electricals Limited
Yermarus Thermal Power Station(RPCL),
Raichur Industrial Growth Centre
Yeramarus, Raichur Dist, Karnataka 584 134

24.0 **Commissioning spares:**

The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details i.e. dispatch (to match the description given in the packing slip) to facilitate their proper identification. One Copy of Packing list must be put inside the Box.

25.0 **Mandatory Spares:-**

Mandatory Spares are not in BHEL SCOPE.

26.0 **Payment Terms**

Refer GCC Rev 05, Clause No. 9.0

27.0 **Demurrage charges**

Demurrage charges shall be paid by supplier/vendor to the transporter. No claim shall be acceptable in this regard.

28.0 **PVC (Price Variation clause)**

The prices shall be firm and shall not be subject to price variation on account of material & labor till the completion schedule indicated in the vendor's offer.



29.0 **Taxes & Duties:-**
(AS APPLICABLE)

All Bidders to note that Essentiality Certificate shall be issued by RPCL (customer) for availing concessional customs duty on the Imported Contents of the supplier.

Essentiality Certificate shall be issued by RPCL through BHEL for the items to be imported by vendor for specified items, limited to CIF content mentioned in Purchase Order (PO), for availing Concessional Custom Duty. The list of imported items, quantity, CIF value (in Rupee) and Foreign currency, along with the origin of country supplying raw material etc. shall be indicated in price bid. This list will be later on used as reference list for getting the Essentiality Certificate from Customer i.e. M/s RPCL for this Project.

Please note that no request later at Contract execution stage shall be entertained by BHEL PEM for additional CIF other than that given in Purchase Order. Thus complete care to be taken by Bidder for identifying the imported items under their scope / system at the enquiry stage.

Amount on account of Concessional CD/CVD/SAD is to be included in total quoted price, and it will be considered for evaluation purpose, to arrive at L1 bidder.

All bidders to note that the Excise Duty, Concessional Sales Tax/VAT is to be included in their prices to BHEL, and same shall be taken for evaluation purpose to arrive at the L1 bidder for the Project.

Entry Tax, Exit Tax, Octroi, GST (Goods & Service Tax) etc will be reimbursement at actual on the basis of documentary proof and same shall not be considered for evaluation.



**Taxes & Duties
(For Order Directly to Foreign
Bidders)**

In case of Order on foreign supplier, the dispatches shall be FOB (Port of Dispatch) basis and the Taxes Duties in the country of dispatch shall be borne by Foreign Bidder & to be accounted in the prices quoted to BHEL/PEM/NOIDA.

The taxes duties applicable in India shall be borne by BHEL/PEM/NOIDA as port clearance/handling in India shall be done by BHEL-PEM/ BHEL ROD Mumbai for the direct order placed by PEM to the foreign bidder.

31.0 **LD (LIQUIDATED DAMAGES):-**

Refer GCC Rev 05 clause No. 4.5 for delay in getting import license or non-availability.

32.0 **Inspection Agency:-**

BHEL & RPCL

Domestic supplies

Vendor shall give inspection call on BHEL format **in line with approved QP** to Regional BHEL-CQS WEB SITE with a copy of inspection call to BHEL-PEM (PG-II) for arranging Customer participation in inspection/ Joint inspection on the proposed date **with an advance notice of 10 – 15 days**. The MDCC shall be issued by BHEL based on Joint inspection report of BHEL CQS & RPCL/Agency (as nominated by BHEL/RPCL). **The MDCC issued by BHEL shall be attached by bidders for their payment from BHEL.**

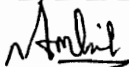

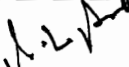
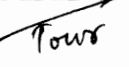
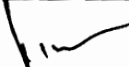
International supplies

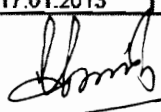
In case of Imported Supplies the Test Certificates & Inspection reports duly accepted by the Foreign supplier Inspection agency shall be submitted in 5 Sets to BHEL/PEM, NOIDA. The above Inspection reports & Test certificates shall be reviewed by PEM/Engineering in line with the Technical Specifications & Approved Data sheets and then sent to M/s RPCL for their clearance.

The dispatch clearance (MDCC) by Customer shall be given to the Foreign supplier through BHEL/PEM, or their representative in India after acceptance of above test certificates by Ultimate Customer.

33.0 **Final Drawings / Documents
Submission:-**

Final Drawing / Documents to be submitted shall be as per Technical specifications otherwise it will be intimated during kickoff meeting.

	PREPARED BY	CHECKED BY	REVIEWED BY	APPROVED BY	ISSUED BY
Name:	A M SRIVASTAVA	GC THAKUR	BL BEDI	C K Nimesh	PERMINDER SINGH
Designation:	Sr. Engr.	Dy. MGR	DGM	DGM	AGM
Department:	PEM –PG-II-1	PEM –PG-II-1	PEM –PG-II-1	PEM –PG-II-1	PEM –PG-II-1
Signature:					
Date:	17.01.2013	17.01.2013	17.01.2013	17.01.2013	17.01.2013


18.1.2013