

PEM/PG-I BHEL, NOIDA
SPECIAL CONDITIONS OF CONTRACT (REV.02) DATED 28-03-2012
2X 500 MW SAGARDIGHI TPP PHASE II – UNITS 3 & 4

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 special condition of contract shall prevail over the general condition of the contract.

- 1.0 **PROJECT NAME** : 2X500 MW WBPDCS SAGARDIGHI TPP, EXTN PROJECT PH-II, UNIT#3 & 4
- 2.0 **CONSIGNEE ADDRESS** : CONSTRUCTION MANAGER
BHEL SITE OFFICE
Sagardighi Thermal Power Project
P.O. Manigram, District - Murshidabad, PIN:742237, West Bengal, India
- 3.0 **BHEL Site Office Address** : CONSTRUCTION MANAGER
BHEL SITE OFFICE
Sagardighi Thermal Power Project
P.O. Manigram, District - Murshidabad, PIN:742237, West Bengal, India
- 4.0 **Customer Address** : Senior Manager(Stores and purchase)
Sagardighi Thermal Power Project
The West Bengal Power Development Corporation
Limited; P.O. Manigram, District - Murshidabad, PIN:742237, West Bengal, India
- 5.0 **Mode of Dispatch** : By Rail/Road on Door Delivery and freight Pre-Paid Basis.
Nearest Railway Station:- **Manigram**
- 6.0 **Road Permit Required** : YES
- 7.0 **Prior Dispatch intimation to BHEL Site Office and Underwriters** : YES
NOTE:- one set consisting of LR / RR copy, Packing List/Challan and Copy of WBPDCS/BHEL Dispatch Clearance indicating the items dispatched (with their gross and net weights) and after informing the underwriters about the value of consignment and dispatch details to be sent to
a) BHEL Site Office
b) BHEL- PEM, PPEI - Noida(U.P)
c) Insurance Co.
- 8.0 **Transit Insurance** : By BHEL (Vendor to intimate the underwriters quoting the insurance Policy No. As below)
- Policy No. Underwriters (Contact Person)** } **LATER**
- 9.0 **a. Customer CST No.** : WBPDCS CST No. - 19851476219
b. Customer VAT No. : WBPDCS VAT No. - 19851476025
c. BHEL-PEM TIN No. : 09765702874
- 10.0 **Unloading at site** : **By BHEL site** for supply packages.
(The supplier shall give LR wise Gross Wt. Of the consignment for the purpose of handling the consignment by BHEL site loading/unloading Contractor.)
By Vendor for turnkey packages.
By vendor for Turnkey i.e. supply and Erection & Commissioning packages.
NOTE:- Please note that unloading of materials at site shall take at least 3-4 days. As such, transporters to be advised suitably before dispatch of materials in this regard. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in S. No. 8 above is solicited.
- 11.0 **Storage at site** : **By BHEL site** for supply packages
By Vendor for Turnkey i.e. supply and Erection & Commissioning packages.
- 12.0 **Movement of Material within Site** : **By BHEL site** for supply packages
By Vendor for Turnkey i.e. supply and Erection & Commissioning packages.
No movement of loose materials shall be allowed. Items are to be properly packed to ensure proper and safe transportation & storage at site.

- 13.0 **Documents Required for claiming dispatch Payment** : **Original + 7 Copies** of the following documents:-
1. Invoice
 2. LR
 3. Packing List – Clearly showing number of packages, gross weight net weight.
 4. MDCC - BHEL
 5. Guarantee Certificates.
 6. Insurance Intimation.
 7. CQIR Report.
 8. PVC Calculation and copy of all applicable indices, if PVC applicable.
 9. Proof of approval of drawing and document from engineering department to establish contractual delivery date for the purpose of LD & for claiming initial 5% payment.
- DOCUMENTS FOR CLAIMING MRC & FREIGHT PAYMENT.**
- a. Invoice in duplicate.
 - b. Copy of MRC
 - c. Original money receipt from transporter for freight payment if required as per P.O.
 - d. Proof of submission of O&M Manuals and final drawings & CDs
 - e. Exchange of C & E1/E2 Forms.
- NOTE:-**
1. Customer or his representative will be involved for inspection as per approved Quality Plan.
 2. MDCC will be issued by BHEL in line with approved BBU.
 3. The supplier during inspection of Main supplies & Mandatory Spares by **BHEL, CQS/ WBPDC/ WBPDC-Nominee** shall obtain separate **MDCC for Main Supplies** & Separate **MDCC for Mandatory Spares** in line with the approved Billing Break Up.
- 14.0 **Material Receipt Certificate(MRC)** : Responsibility to obtain MRC from customer at site
- a) **For Supply Packages:-** 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 Packages:- By Vendor,** where Supply/ Erection and commissioning is under Vendor's scope.
- 15.0 **Dispatch markings** : Each box shall be marked with Capital Letters in "Red" indicating : **Main Supply OR Commissioning spare OR Mandatory Spare for 2 X 500 MW WBPDC SAGARDIGHI TPP PHASE II, District- P.O. Manigram, District - Murshidabad, PIN:742237, West Bengal, India**
- 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) Packing No. (1/10, 2/10, 3/10 when there are 10 packages for one consignment)
 - 7) Ultimate Destination.
 - 8) Packing Mark (Symbols indication "TOP" and other special marking)
 - 9) Total weight of Equipment.
 - 10) Type of Equipment: "E" - For equipment supply
"T" - For Tools and Tackles
"S" - For Mandatory Spares
- Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "DEEP DRY", "HANDLE WITH CARE", etc.
- IMPORTANT**
- Two copies 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.
- 20 copies of supplier's Erection/ Instruction manuals to be given to the BHEL, PEM, PPEI-Noida(PG) within 30 days of dispatch for handing over to Customer/BHEL site.

16.0 **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.

17.0 **Mandatory Spares** : The Mandatory spares shall be properly packed separately in separate boxes & boxes should be painted in red indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the WBPDCCL approved BBU for Mandatory spares & Number per item(to match the description given in the packing slip) to facilitate their proper identification by ultimate customer M/s WBPDCCL. One Copy of Packing List must be put inside the BOX along with Manufacturing drawing no. reference, Catalogue reference etc. Prior intimation to dispatch spares through same LR & clearance from BHEL is required to be taken.



18.0 **Project Authority Certificate** : **Nature of Project: Mega project with International Competitive Bidding.**
Being Mega Project with international competitive bidding, the Custom duty for the imported items i.e. raw material/ directly dispatchable supply item shall be zero against the Project Authority Certificate. Based on customer PAC, BHEL-PEM shall issue **PAC to each vendor for availing zero % custom duty for the imported supply.** However, Customer's original PAC shall not be issued by BHEL-PEM to the vendor. The list of imported contents, quantity, CIF value(in rupees) and exchange rate of foreign currency etc. shall be indicated by bidder in their price bid. The bidders to note that if the CIF contents are not declared at the enquiry stage, then BHEL PEM shall not be able to issue any PAC to such bidder later , if it happens to be successful.
NOTE:- CIF shall be applicable for the following items - Plate Heat Exchangers, COLTCS, Self Cleaning Strainers, Debris Filters, Condensate Polishing Unit, Air Conditioning, Fire Detection & Protection, Compressed Air System, VIS(TG), Control Valves, Aux PRDS. **PAC shall be issued for these items only.**



19.0 **Excise Duty and Concessional Sales Tax** : Bidder to note that being a **Mega Project, the excise duty on self-manufactured items is exempted** & the copy of Mega Project Certificate for this effect will be furnished. Sales Tax, Service Tax & VAT are payable **extra at actual.** However bidders to note that Sales Tax, Service Tax & VAT shall **not** be considered in price evaluation for arriving at L1 status.

20.0 **VAT Invoices** : Suppliers to note that in case of local (within state) dispatch, invoice will be made in the name of BHEL Nodal agency i.e. BHEL PSER,
BHEL PSER TIN No.: 19200936019
BHEL PSER address: Plot No. 9/1,
DJ-Block, Sector-II,
Salt Lake City,
Kolkata-700091
However, BHEL-PEM is to be indicated as the paying authority.
Please also see VAT Annexure I for details.

21.0 **Delivery Order Document Submission** : To effect sale in transit , bidder shall have to obtain format of Delivery order document (attached with SCC) duly filled in by purchaser at the time of issue of MDCC. The filled in delivery order document shall form part of LR issued and shall be carried by the transporter to the destination along with consignment.

	PREPARED BY	CHECKED BY	VETTED BY FIN	APPROVED BY
Name:	ASHUTOSH SHARMA	G L SHAH	SN CHATURVEDI	ANUP SINGH
Designation	ENGINEER / PEM (PG 1-1)	AGM / PEM (PG 1-1)	MGR / PEM (FIN)	AGM(DH)/ PEM (PG 1/1)
Signature			*	
Date	02/04/2012	2/04/2012	2/4/2012	2/4/12

* Vatted for Taxer & duties only

SPECIAL CONDITIONS OF CONTRACT (REV.02)
2X 500 MW SAGARDIGHI TPP PHASE II UNITS 3 & 4

In order to avail the benefit of input tax credit available to BHEL in case of VAT legible on intra-state transaction between BHEL and vendor & to fulfill the compliance as per requirement of applicable state's VAT law, the following modality shall be applicable:

BHEL has identified a nodal agency in each state to take care of VAT compliance in this state in which project is located. For the subject project nodal agency shall be:

BHEL PSER
Plot No. 9/1,
DJ-Block, Sector-II,
Salt Lake City,
Kolkata-700091

Nodal agency is defined as Buyer and BHEL/ PEM shall be paying agency in such cases, Where VAT is applicable.

Vendor's original tax invoice for intra state transaction is one of the important documents for availing input Tax credit. In this regard the following may be noted by all vendors for strict compliance:

As a general rule, a tax invoice must be original, must contain vendor's TIN No. with full address, invoice No. and date, product description with unit rate, quantity, value, VAT rate, VAT amount, gross value of bill, buyer i.e BHEL's address with TIN No. (as given above) special marking like "Original" and/or "Valid for input credit/Buyer can take credit against this" etc as per applicable state VAT law.

Please note that BHEL's address and TIN to be mentioned in vendors tax invoice shall be principal place of business & applicable TIN No. of nodal agency of BHEL as given above. In no case the vendors, invoices shall be addressed to BHEL PEM nor shall they contain our TIN. However for payment purposes, the invoice may mention BHEL PEM as paying authority.

As original tax invoice of vendors are to be furnished to nodal unit for assessment/VAT audit purposes, extra copy of Original invoice is required to be submitted by vendors for retaining with PEM bank payment voucher.

Original tax invoice along with extra copy of Original Tax invoice in line with respective state VAT law shall be essential document to be submitted by vendor for claiming payment.

Vendor shall also furnish a certificate/statement/document as prescribed under applicable State VAT law. Please note that some of the States requires additional certificate/document e.g. Haryana requires certificate in form C-4 in addition to original tax invoice.

Please note that reimbursement/payment of VAT shall be subject to furnishing of VAT compliant tax invoice and other certificate/document as per applicable State VAT law.

Tax invoice must show VAT rate & VAT amount separately and in no case all inclusive prices is to be shown in the tax invoice since input credit is not admissible in case VAT is not indicated separately.

In case vendor is unable to furnish VAT compliant tax invoice & other certificate/document, VAT shall not be reimbursed by BHEL. Where the supplies are made from within the same state where the project is located, the vendor has to provide VAT, TAX Invoice for such supplies even if the price quoted is all inclusive.

