



BHEL-PEM, NOIDA
SPECIAL CONDITIONS OF CONTRACT (SCC) REV 01
2x660 MW MAUDA STPP , STAGE-II

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.

1. **Project Name** : **2x660 MW, MAUDA STPP PROJECT, STAGE-II**

2. **Consignee Address** : **For MAIN EQUIPMENT AND MANDATORY SPARES:-**

CONSTRUCTION MANAGER/BHEL SITE OFFICE,
2x660 MW MAUDA SSTP, STAGE II,
MAUDA, DISTT-NAGPUR, (MAHARASHTRA), PIN-441104

Notes : 1) Consignee address in LR should be strictly as per above.

2) Vendor to note that to effect "Sale in Transit", BHEL shall issue "Delivery Note" to the Transporter for transferring the ownership from BHEL to the customer (NTPC).

Delivery Note shall be carried by transporter along with other dispatch documents.

3. **Buyer and Paying Authority** : **A) For Inter-state sales (where CST is applicable):**

1) BHEL-PEM, Noida for those packages for which PO is placed by PEM.

2) BHEL-PSWR, Nagpur for those packages for which PO is placed by BHEL-PSWR. However, LOI for PSWR packages shall be issued by BHEL-PEM.

B) For Intra-state sales (where VAT is applicable):

Paying Authority shall be same as referred above. However, Buyer will be ROD Mumbai. Detail requirements are enclosed as Annexure-I which are to be followed strictly.

4. **Mode of Dispatch** : By Rail/Road.

Note : It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement.

5. **Road Permit Requirement** : Not required.

6. **Transit Insurance** : **In BHEL Scope.**

POLICY NOS.:-

SCE :- 500300/44/12/04/40000028

MARINE:- 500300/21/12/02/00000099

Policy period :- 01.02.2013 - 30.11.2016 (45 Months)

Underwriter and its contact person Details:

M/s. United India Insurance Co. Ltd (UIIC)

(A Company Owned By The Government Of India)

Sh. Vijay Sharma

Chief Regional Manager (CRM)

Corporate Cell, New Delhi,

(A Company Owned By The Government Of India)

D-24 & E-25, 2nd FLOOR,

HIMALYA HOUSE, 23, K.G. MARG

New Delhi – 110 001

Handphone: +91 9818863455; Telefax: + 91 11 23355307

Telephone: +91 11 46016861; e-mail: viiavsharma@uiic.co.in

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Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / RR copy, Packing List/ Challan indicating the items dispatched (with their weights). A copy of above should be sent to the following:

- a) BHEL Site office (Address same as Consignee address)
- b) BHEL-PEM, Plot no 25, Sec 16-A, Noida 201301.

7. **BHEL-PEM TIN** : **09765702874** (To be used for PO issued by BHEL-PEM)
8. **BHEL-PSWR, Nagpur TIN** : **27060300130C** (To be used for PO issued by BHEL-PSWR, Nagpur)
9. **Unloading at Site** : 1) **For Supply Packages:** In the scope of **BHEL** Site.
(The Supplier shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL Site Contractor)
Please note that unloading of materials at Site sometimes may take 3-4 days.
Transporters to be advised suitably before dispatch of materials in this regards.
2) **For Turnkey Package:** In the scope of **Vendor**.
10. **Storage at Site** : 1) **For Supply Packages:** In the scope of **BHEL** Site.
2) **For Turnkey Package:** In the scope of **Vendor**.
11. **Movement of Material Within Site** : 1) **For Supply Packages:** In the scope of **BHEL** Site.
2) **For Turnkey Package:** In the scope of **Vendor**.
12. **Provision of Facilities at Site (Applicable for Turnkey Packages)** : a) **Electricity:-** Vendor shall be provided with free electricity at one location only for the purpose of the contract at 415 V level. The vendor shall make their own further distribution arrangement and shall maintain a minimum drawal power factor of 0.8. All such devices for maintaining power factor of 0.8 or better shall be under the scope of vendor. All temporary wiring must comply with local regulations and will be subject to NTPC inspection and approval before connection of supply. The free supply of power will not be provided for the use in the labour and staff colony.
b) **Water:-** Contractor shall make all arrangement themselves for supply of construction water as well as potable water.
13. **Inspection Agency** : Inspection of packages shall be carried out by agency as per below Inspection category of packages:
1) **Cat-I:** Inspection shall be done jointly or separately by **NTPC and BHEL** .
2) **Cat-II:** Inspection shall be done by BHEL only.
3) **Cat-III:** Certificate of Compliance shall be furnished by Vendor.
Please note, for Cat I & II items BHEL reserve the right to carry inspection by themselves or through nominated third party. For Inspecting Agency for various items, vendor may refer to Quality Plan.
14. **Material Dispatch Clearance Certificate (MDCC) Issuing Agency** : For Cat-I item, MDCC shall be issued by NTPC and it's the responsibility of vendor to arrange MDCC from them, and **original MDCC** shall be attached with Invoice by Vendor for claiming payment from BHEL.
For Cat- II & Cat-III items, MDCC shall be issued by BHEL, which shall be valid for vendor payment.

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**15. Dispatch Documents
Required (to be furnished by
Vendor)**

: A) For customer billing by PEM, the supplier shall provide the following documents to BHEL-PEM in 4 sets:

- 1) Copy of Vendor Invoice (Original Invoice in case of VAT)
- 2) Original LR
- 3) Copy of Packing List indicating Quantity/ Gross weight/ Net weight and NTPC approved BBU item no. wherever applicable against each item dispatched.
- 4) MDCC (Original NTPC MDCC, if applicable)
- 5) CHP issued by NTPC – Original (if applicable)
- 6) Insurance intimation copy
- 7) Test certificate/Inspection Reports- Original (for Cat II & Cat III Packages)

B) For Vendor payments following documents are required in 4 sets:

- 1) Original Vendor Invoice (Paying Authority TIN should be mentioned in the Invoices). For VAT cases refer Annexure-I
- 2) LR copy (Consignee address shall be BHEL Site, as indicated in Sl. no 2)
- 3) Packing List
- 4) Copy of Insurance intimation letter/email. (Intimation to Insurance Agency to be sent on the same day of dispatch)
- 5) Guarantee certificate in line with PO terms- Original
- 6) MDCC - Copy

In addition to the above, vendor may furnish mfg clearance/drg/docs approval date for the purpose of determining contractual delivery for expeditious processing of Invoices.

16. Dispatch Markings

: 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.

- 1) Name and address of the consignee (as given in Sl. no 2)
- 2) Dispatched by: (Vendor name) : **A/c BHEL PEM, Noida or BHEL-PSWR, Nagpur** as the case may be.
- 3) LR No
- 3) Package No / Total Package No eg: 1 of N, 2 of N; where N=Total no of packages in a particular consignment.
- 4) Type of Supply: **"Main equipment supply"/ "Mandatory Spares "/ "Commissioning Spares"** as the case may be.

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

17. Packing Instructions

: For Commissioning Spares:

The commissioning spares shall be properly packed in separate box and each spare shall be properly tagged (Tag description matching with packing list) to facilitate their proper identification. One copy of Packing list must be put inside the Box.

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For Mandatory Spares:

The Mandatory spares shall be properly packed separately in separate box with **separate consignment no.** Boxes shall be **painted with red colour bands**, 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 CUSTOMER 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 NTPC Ltd. One copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc.

IMPORTANT:-

One copy of packing list in each packet and one set of approved standard manufacturer's erection instruction/operation manual shall be sent along with Consignment for immediate reference by BHEL site.

18. Taxes & Duties

: a) All Bidders to note that this is a **Mega ICB (International Competitive Bidding) Project**. Accordingly the benefits applicable to Mega project would be granted for this project (Project with deemed export benefits). In this regard applicable documents such as **Project Authority Certificate (PAC)** will be issued by NTPC (customer). Under this Project Authority certificate **Zero % Custom Duty** shall be applicable on the Import Contents of the supplier.

b) **NTPC Ltd.** shall issue **PAC** to **BHEL** as main contractor for availing zero custom duty for the imported supply applicable for this project ordered by BHEL and based on the above PAC, BHEL shall issue PAC to each vendor. The Bidder to indicate the Import contents i.e. list of the item, Currency of Import and Country of Import including CIF value in their offers. BHEL shall inform, the availability of CIF value for a particular package including ceiling limit, if any, during evaluation of offer. Bidder has to pass on the benefit of availing Zero % custom duty in price offered to BHEL.

c) All bidders to note being a Mega Project, **Excise Duty** shall **not** be included in their prices to BHEL as per the nature of the project. BHEL shall issue PAC to **main vendor** for their **self manufactured item** only.

Concessional CST presently 2 % against Form 'C' & E1/E2 is to be considered in their prices. Concessional CST/ VAT shall be considered for evaluation of offers to arrive at the L1 bidder.

The benefit of Nil Excise duty and concessional CST must be passed on to BHEL in their offer

VAT on your intra-state dispatch shall be paid subject to conditions specified in Annexure-I.

Entry tax:-If any, shall be payable by ultimate customer(NTPC) directly to sales tax authority. Hence the same should not be considered in the offer.


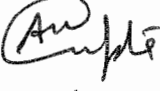
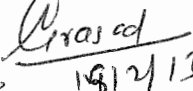
19. Submission of E1/E2 forms

: Submission of E1/E2 forms shall be ensured by Vendor within the time specified in sales tax act OR before claiming MRC payment, whichever is earlier". BHEL PEM shall issue Form C to vendor on the basis of acceptance of E1/E2.

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20. **Final Drawings / Documents** : 12 hardcopy sets Final Drawing / Documents along with O&M Manual or any other docs as applicable to be submitted along with 6 CD containing above docs shall be submitted by Vendor.

	Prepared by	Reviewed by	Vetted by Finance	Issued by
Name:	Amit Kumar	AK Gupta		CS Prasad
Designation:	Engineer/PGIII-2	DGM/PGIII-2		AGM/PGIII-2
Signature:			N.A as changes do not pertain to Tax & duties	
Date:	14.02.2013.	14/2/13		15/2/13



ANNEXURE - I

BHEL-PEM, NOIDA
2x660 MW MAUDA STPP, STAGE-II
Requirements to be fulfilled for Intra-State Sales

In order to avail the benefit of input tax credit available to BHEL in case of VAT leviable on intra-state transaction between BHEL and vendor, & to fulfill the compliances as per requirements 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 compliances in the State in which project is located. For the subject project nodal agency shall be:

BHEL ROD-MUMBAI,
14/15th Floor, World Trade Centre - I,
Cuffe Parade, Mumbai - 400 005
VAT TIN NO. 27060300130V
CST TIN NO. 27060300130C

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

Vendors' original tax invoice for intra State transactions 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:

- 1) As a general rule, a tax invoice must be original, must contain vendor's TIN No with full address, invoice no & date, product description with unit rate, quantity, value, VAT rate, VAT amount, gross value of bill, **buyer i.e. BHEL's address with TIN**, (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.
- 2) Please note that BHEL's address and TIN to be mentioned in vendors tax invoice shall be **principal place of business & applicable TIN of nodal agency of BHEL, as given above. In no case the vendors, invoices shall be addressed to BHEL PEM nor shall they contain PEM TIN.** However for payment purposes, the invoice must mention BHEL PEM/BHEL PSWR, Nagpur as paying authority (as applicable).
- 3) As original tax invoice of vendors is to be furnished to nodal unit for assessment/VAT audit purposes, another one Original invoice is required to be submitted by vendors for retaining with PEM bank payment voucher.
- 4) Where the supplies are made from within the same state where the project is located, the vendor has to provide VAT invoice for such supplies even if the price quoted is all inclusive.
- 5) 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.
- 6) 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/documents e.g. Haryana requires certificate in form C-4 in addition to original tax invoice.
- 7) 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.
- 8) 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.
- 9) In case vendor is unable to furnish Vat compliant tax invoice & other certificate/document, VAT shall not be reimbursed by BHEL.

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