

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

SPECIAL CONDITIONS OF CONTRACT (REV01)

2X660MW SURATGARH STPS, Stage-V Unit-7 & 8
RAJASTHAN RAJYA VIDYUT UTPADAN NIGAM LTD. (RRVUNL)

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 :-** **2X660MW SURATGARH STPS, Stage-V Unit-7 & 8**
- 2.0 **Consignee Address :-** **FOR MAIN EQUIPMENT:-**
Construction Manager
Bharat Heavy Electricals Limited
Suratgarh STPS, Stage-V Unit-7 & 8 (RRVUNL)
Prabat Nagar, Suratgarh, Sriganga
Nagar Dist., Rajasthan.
- 3.0 **BHEL Site Office Address :-** Construction Manager
Bharat Heavy Electricals Limited
Suratgarh STPS, Stage-V Unit-7 & 8 (RRVUNL)
Prabat Nagar, Suratgarh, Sriganga
Nagar Dist., Rajasthan.
- 4.0 **Customer Order Ref No:-** **LOI No. RVUN/ACE (TD)/XEN (TD-II)/D2908 Dated 28.03.2013**
- 5.0 **Mode of Dispatch:-** **ROAD & RAIL TRANSPORTATION**
- 6.0 **Road Permit Required:-** **Yes**
- 7.0 **LOI Date:-** **28.03.2013**
- 8.0 **Zero Date:-** **28.03.2013**
- 9.0 **Nearest Railway station** **Suratgarh Junction (31 Km)**
- 10.0 **Customer Consultants** **Tata Consulting Engineers. Ltd.(TCE) Bangalore**


18/10/2013


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- 11.0 **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
- 12.0 **Transit Insurance** By BHEL (Vendor to intimate the underwriters quoting the insurance Policy No. As below) :-
- 13.0 **Policy No. Underwriters** Shall be informed later
- 14.0 **BHEL CST DETAILS** CST : ND 5341151 DATED 01/07/2006
UPTT : ND 0345307 DATED 01/07/2006
UPTIN: 09765702874
- 15.0 **Customer (RRVUNL) CST** CST No.: 1421/05520
LST No.: 1421/05520
TIN No.: 08332105465
- 16.0 **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.)
- 17.0 **Storage at site** By BHEL site for supply packages

By vendor for Turnkey i.e. supply and Erection & Commissioning packages
- 18.0 **Movement of Material within Site** a) By BHEL site for supply packages
b) By vendor for Turnkey i.e. supply and Erection & Commissioning packages
- 19.0 **DOCUMENT REQUIRED FOR VENDOR PAYMENT.** For customer billing / vendor payment by PEM the supplier shall provide the following Documents to PG-II :-

A. Supplier Invoice – Original + 7 Copy
B. Consignee copy LR. (CONSIGNOR / LORRY COPY NOT REQD) – Original + 7 Copy
C. Packing List indicating Quantity/ Gross weight/ Net weight and RRVUNL approved BBU item no. against each item dispatched. – Original + 7 Copy

Handwritten signature and date: 18/10/13

Handwritten signature and date: 18/10/13

VERY IMP:- **IN PACKING LIST QUANTITY,GROSS & NET WEIGHT OF THE DESPATCHES TO BE CLEARLY INDICATED AGAINST EACH LR OTHERWISE VENDOR INVOICE SHALL NOT BE PROCESSED.

D. MDCC – Original + 7 Copies (BHEL MDCC)

E. Copy of Insurance intimation letter.

F. Guarantee Certificate.

20.0 **PAYING AUTHORITY:-**

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

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

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

- 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 (RRVUNL) & BHEL-Site is to be arranged by vendor for their MRC payment.

22.0 **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.

Handwritten signatures and dates:
18/10/13
18/10/13

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

23.0 Ultimate Destination:--

Construction Manager
Bharat Heavy Electricals Limited
Suratgarh STPS, Stage-V Unit-7 & 8 (RRVUNL)
Prabat Nagar, Suratgarh, Sriganga
Nagar Dist., Rajasthan

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 Demurrage charges

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

26.0 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.

27.0 Taxes & Duties:-

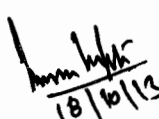

(AS APPLICABLE)

All Bidders to note that this is a Mega ICB (International Competitive Bidding) Project and Project Authority Certificate shall be issued by RRVUNL (customer). Under this Project Authority certificate Zero % Custom Duty shall be applicable on the Imported Contents of the supplier for the packages where CIF availability is specified in NIT.

RRVUNL Shall issue PAC to BHEL as main contractor for availing zero custom duty for the imported supply applicable for this project ordered by PEM, PPEI, Noida and based on above PAC BHEL, PEM shall issue PAC to each sub-vendor. The Bidder to indicate the Import contents i.e list of the item, Currency of Import and Country of Import at the time of finalization of the bid/final prices. Bidder has to pass on the benefit of availing Zero % custom duty in price offered to BHEL and provide a certificate with a un-priced bid that zero % custom duty on the Import contents have been considered in their price offered to BHEL as per applicable PAC mentioned above.

All bidders to note being a Mega Project & ICB the Excise Duty shall be NIL for the self-manufactured items and shall not be included in their prices to BHEL as per the nature of the project, however concessional sales tax (presently 2%) is to be considered in their prices and same concessional sales tax shall be taken for evaluation purpose to arrive at the L1 bidder.

Freight shall be considered in bidders prices & shall be taken for evaluation purpose to arrive at the L1 bidder.

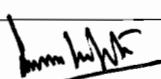
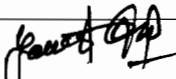
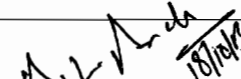
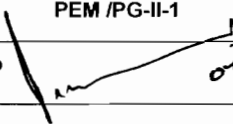



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|------|---|---|
| 28.0 | <u>VAT (Value Added Tax)</u> | VAT shall be considered in their prices & shall be taken for evaluation purpose to arrive at the L1 bidder. |
| 29.0 | Taxes & Duties (For Order Directly to Foreign Bidders) | <p>In case of Order 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.</p> <p>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 for the direct order placed by PEM to the foreign bidder.</p> |
| 30.0 | <u>CIF:-</u> | Refer Package specific NIT. |
| 30.A | <u>Entry Tax :</u> | <p>Entry Tax (if applicable) for the project shall be reimbursable by BHEL against original copy of documentary evidence. In case, the vendor fails to provide the documentary evidence, the charges incurred would be to bidder/vendor's account and shall not be reimbursed by BHEL.</p> <p>Amount of Entry Tax (if applicable) is payable against original documentary evidence, hence bidder to note that the same shall not to be included in the offered price to BHEL and same shall not be considered for evaluation purpose. For reimbursement of Entry tax (if applicable) following document required:</p> <p>1.Original copy of proof of document that the entry tax paid to Govt. Authority.</p> <p>2. Undertaking that any other document required by RRVUNL to reimburse the Entry Tax to BHEL shall be furnished by vendor.</p> |
| 30.B | <u>OCTROI :-</u> | OCTROI is not applicable for this project. |
| 31.0 | <u>Inspection Agency:-</u> | BHEL & RRVUNL |
| | Domestic supplies | <p>Vendor shall give inspection call on BHEL format <u>in line with approved QP</u> to nominated Inspection Agency (As mentioned in PO/LOI) 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 07 – 10 days. The MDCC shall be issued by BHEL based on Joint inspection report of Inspection Agency & RRVUNL/ Customer Agency (as nominated by RRVUNL). The MDCC issued by BHEL shall be attached by bidders for their payment from BHEL.</p> |
| | Foreign supplies | <p>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 RRVUNL for their clearance.</p> <p>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.</p> |




32.0 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 |
|--------------|---|---|--|---|
| Name: | GAURAV GUPTA | G C THAKUR | B L BEDI | PERMINDER SINGH |
| Designation: | ENGR | DY MGR | DGM | AGM |
| Department: | PEM /PG-II-1 | PEM /PG-II-1 | PEM /PG-II-1 | PEM /PG-II-1 |
| Signature: |  |  |  |  |
| Date: | 18.10.13 | 18.10.13 | 18/10/13 | 07/11/13 |


18/10/13

Annexure-I

SPECIAL CONDITIONS OF CONTRACT (REV0)Dtd. 2x660 MW SURATGARH TPS

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-PSNR (BHEL Site Office, KTPS, Sakatpura Kota, Rajasthan)
TIN No.: 08232903345

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 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 & 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 reqd 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/documents 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 complaint 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.


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