

PEM / PG, BHEL, PPEI, NOIDA**SPECIAL CONDITIONS OF CONTRACT (REV00)****2 x 195MW KBUNL, MUZAFFARPUR THERMAL POWER PROJECT (BIHAR)**

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 :-	2 x 195 MW NTPC, MUZAFFARPUR THERMAL POWER PROJECT (BIHAR)
2.0	Buyer's Name & Address:	BHEL-PROJECT ENGINEERING MANAGEMENT, PPEI BUILDING, HRD & ESI COMPLEX, PLOT NO. 25, SEC-16A, NOIDA -201301 (U.P.).
3.0	Consignee Name & Address to be mentioned on LR:- Ultimate Consignee Address:- (This consignee name to be mentioned on invoice)	Bharat Heavy Electricals Ltd, BSEB Administrative Building, MUZAFFARPUR THERMAL POWER STATION KANTI, MUZAFFARPUR, BIHAR-843130. (Vendor to obtain delivery order prior to dispatch of material) <u>A. FOR MAIN EQUIPMENT:-</u> DGM (Projects), Kanti Bijlee Utpadan Nigam Limited (KBUNL) Muzaffarpur Thermal Power Station, Kanti Thermal, Muzaffarpur, BIHAR-843130 <u>B. FOR MANDATORY SPARES:-</u> DGM (Projects), Kanti Bijlee Utpadan Nigam Limited (KBUNL) Muzaffarpur Thermal Power Station, Kanti Thermal, Muzaffarpur, BIHAR-843130
4.0	BHEL Site Office Address:-	BHEL Site Office, BSEB Administrative Building, MUZAFFARPUR THERMAL POWER STATION KANTI, MUZAFFARPUR, BIHAR-843130.
5.0	Mode of Dispatch:-	By Road on Door Delivery and freight Pre-Paid Basis.
6.0	Road Permit Required:-	YES – Bihar State Road Permit.
7.0	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) PG Department / BHEL, PEM, PPEI-Noida,

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8.0	Transit Insurance:	By BHEL (Supplier to intimate the underwriters quoting the Insurance Policy No. as below:
	Policy No.:-	500300/21/11/02/00000049 dated 01.08.2011
	Underwriters:-	M/s United India Insurance Co. Ltd. D-24, E 35, Second Floor, Himalaya House, 23, K.G. Marg, New Delhi-110001. Ph. No: 011-23324759, 23314657, E-mail: corpcelldel@uiic.co.in, rgeetha@uiic.co.in
9.0	a. Customer TIN ET No.	10306100233
	b. Customer TIN CST No.	10306100136
	c. Customer VAT No.	10306100039
	d. Customer PAN No.	AACCV4323J
	e. Customer TAN No.	PTNV00518A
10.0	Unloading at site:	By BHEL site office 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)
11.0	Storage at site:-	By BHEL site for supply packages
12.0	Movement of Material within Site:-	By BHEL site for supply packages
13.0	DOCUMENT REQUIRED FOR VENDOR PAYMENT:-	For Vendor Payment by PEM the supplier shall provide the following Documents to PG :-
		<ul style="list-style-type: none"> 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 NTPC approved BBU item no against each item dispatched. – 8 Copies d. NTPC MDCC – Original + 7 Copies e. CHP issued by NTPC – Original + 7 Copies <p>NOTE: The Supplier during inspection of Main supplies & Mandatory Spares by BHEL, CQS / NTPC- IS shall obtain separate NTPC MDCC for Main Supplies & separate NTPC MDCC for Mandatory spares in line with the approved Billing Break-Up (BBU).</p>
14.0	Material Receipt Certificate (MRC):-	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.

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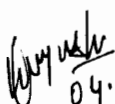
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15.0	Despatch Markings:-	<p>Each box/ Drum shall be marked with Capital Letters in Red indicating: Main Supply OR Commissioning spare 2 x 195 MW NTPC, MUZAFFARPUR THERMAL POWER STATION, BIHAR - 843130.</p> <p>Each package/Drum delivered under the Contract 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.</p> <p>Each and every box (package) shall be marked with following:-</p> <ol style="list-style-type: none"> 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: 2 x 195 MW NTPC, MUZAFFARPUR THERMAL POWER STATION, BIHAR - 843130 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) <p>Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.</p> <p><u>IMPORTANT:-</u></p> <p>One copy of respective standard manufacturer's erection instruction/operation manual shall be kept in each package/container for immediate reference by BHEL site.</p> <p><u>NOTE:-</u></p> <p>The Copy of complete Packing list for the consignment must be put inside the Box/ Boxes.</p> <p>20 copies of supplier's Erection / Instruction manuals to be given to the BHEL, PEM, PPEI-Noida (MM) within 30 days of despatch for handing over to Customer/ BHEL site.</p>
16.0	<u>Commissioning spares:</u>	<p>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.</p>

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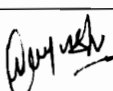

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17.0	<u>Mandatory Spares:-</u>	<p>The Mandatory spares shall be properly packed separately in separate box indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e item number of the equipment in line with the KBUNL 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 NTPC). One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc. Mandatory Spares shall be handed over directly to KBUNL stores other wise transportation charges debit from BHEL store to KBUNL in Vendors account.</p> <p>The Supplier to note that separate NTPC MDCC shall be obtained for Mandatory spares from NTPC- IS/ QA.</p>
18.0	<u>Taxes & Duties:-</u>	<p>Custom Duty:- All bidders to note that this project is negotiated and has been qualified through project import route and accordingly the concessional rate of Custom Duty @5% on imported material shall be applicable to the project.</p> <p>For availing the benefit of concessional rate of Custom Duty as mentioned above, an Essentiality Certificate shall be issued by KBUNL through BHEL for the items identified by PEM (PG) at Enquiry stage (Limited to CIF content indicated by you in your offer) for availing Concessional Custom Duty on imported contents under Project Import regulations. 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 as reference list for getting the Essentiality Certificate from Customer i.e. KBUNL for this Project. Please note that no request later at Contract execution stage shall be entertained by BHEL-PEM for additional item / additional CIF other than the original Bid. Thus complete care to be taken by Bidder for identifying the imported items under their scope / system at the enquiry stage.</p> <p>Packages for which CIF is available are as below.</p> <ol style="list-style-type: none"> Condenser On Load Tube Cleaning System Plate Heat Exchanger Self Cleaning Strainers Compressed Air System Hydrogen Generation Plant Angle Drain Valves CCS Gate / Globe NRV VIS for TG <p>Excise Duty & Concessional Sales Tax / VAT: Vendor to quote Excise Duty & Sales Tax/VAT at applicable rate on self manufactured items & same shall be considered for evaluation to arrive L1 Status.</p> <p>No credit will be passed on account of VAT for this project. Therefore evaluation for Ordering purpose will be done on total cost to BHEL including VAT.</p> <p>VAT on your intra-state dispatch shall be paid subject to conditions specified in annexure-I.</p>


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19.0	<u>Inspection Agency:-</u>	BHEL & NTPC Vendor shall give inspection call on NTPC format in line with approved QP (with clear indication of Category of Inspection (CAT) for the items/systems as mutually agreed by BHEL and NTPC in the main Contract) to Regional BHEL-CQS WEB SITE with a copy of inspection call to BHEL-PEM (PG) for arranging Customer participation in inspection/ Joint inspection on the proposed date with an advance notice of 15 – 20 days . The MDCC shall be issued by NTPC based on Joint inspection report of BHEL CQS & Customer (Wherever applicable). The MDCC issued by NTPC in original shall be attached by bidders for their payment from BHEL.
0.0	Final Drawings / Documents Submission:-	Final Drawing / Documents to be submitted shall be as per Technical specifications otherwise will be intimated during kickoff meeting.

	PREPARED BY	REVIEWED BY
Name:	Brijesh Yadav	Sanjeev Kumar
Designation:	Engr. / PGIII-1	Manager / PGIII-1
Signature:		
Date:	04.11.11	04/11/2011

Approved by ~~DH/PGIII-1~~  4/11/2011