

SPECIAL CONDITION OF CONTRACT REV.01

125 MW COAL FIRED POWER PLANT IN SENDOU, BARGNY, SENEGAL

These conditions shall be read & construed along with General Condition of Contract, sent along with tender enquiry and in case of any conflict or inconsistency; the Provision of these special conditions of contract shall prevail.

1.0 a) ULTIMATE CONSIGNEE ADDRESS:

SITE PROJECT MANAGER,
1X125 MW COAL FIRED POWER PLANT,
COMPAGNIE D'ELECTRICITE DU SENEGAL (CES),
29, AVENUE PASTEUR, POB 6531,
DAKAR, SENEGAL

b) NOTIFIED TO: COMPAGNIE D'ELECTRICITE DU SENEGA (CES), 29, AVENUE PASTEUR, POB 6531,
DAKAR, SENEGAL

2.0 NAME OF THE SEA PORT AND AIR PORT IN SENEGAL: DAKAR, SENEGAL

3.0 LOCATION:

The project site is located in Sendou which is approximately 30 KM from Dakar and 10 KM from Rufisque. Site is near a highway (2 KM approx. inside) and around 1 KM from sea shore.

4.0 LIST OF ELIGIBLE COUNTRIES FOR PROCUREMENT OF GOODS, WORK & SERVICES: as per annexure-II

Vendor to note that trans-shipment is allowed except through any port/airport/country from any sanctioned UN/US/EEC sanctions lists.

5.0 DESTINATION OF CONSIGNMENT: The consignment for both Indigenous and foreign vendor shall be sent to following address of BHEL Dock Office or adjacent storage space located there.

Sri N Hitler, Sr Manager (Docks)
BHEL, Near Marshalling Yard, Chennai Port Trust,
Chennai-600001.
Tel: 044-25362447 Fax: 044-25341240

6.0 ADDRESS OF CORRESPONDENCE /COURIER: The courier shall be sent to the following address (Our port clearance is located there)-

Sri S S RAJAN, DGM (MATERIAL SERVICES),
BHEL, 1ST FLOOR, LOTUS COURT,
NEW NO. 338 (OLD NO. 165), THAMBU CHETTY STREET,
CHENNAI-600001, Tel: 044-25352897 Fax: 044-25341240

7.0 TAXES & DUTIES ON SUPPLY:

7.1 DOMESTIC MANUFACTURER/ SUPPLIER's:

- 7.1.1.** This being a Physical Export Project, the benefit of movement of goods without payment of Excise duty on vendor's self-manufactured items and NIL Sales Tax against Form-H shall be available. The statutory changes in Taxes/ Duties and Levies, if any imposed by State/ Central Govt. during the contract delivery period on vendor's self-manufactured items, shall be covered under this exemption. The bidder to note that exemption of excise duty and taxes on bidder's sub vendor items shall be covered under the undertaking (Refer 7.1.1A-II). The bidder to consider NIL Excise duties & NIL CST of their sub vendor's items in their prices to BHEL.

[Signature]

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In order to avail the Exemptions for payment of Excise duty, the following procedure shall be followed by the Indian bidders.

7.1.1. (A) CLEARANCE OF GOODS BY UNDERTAKING BY VENDOR:

- I) The bidder shall register their undertaking themselves with their local range Excise office by submission of undertaking for movement of goods without payment of Excise duty & the relevant ARE-1 Form. The ARE-1 Form shall be prepared in Quintuplicate & signed by bidder & also same shall be signed by competent authority in BHEL-PEM/PG-II-2, NOIDA at the place provided as Exporter of goods to SENEGAL for above project. The complete responsibility of cancellations of the undertaking & ARE-1 with their local excise office, after the dispatch of materials to FOR BHEL dock office - Chennai, shall rest with the bidder without any participation by BHEL PEM. However, relevant documents for cancellation of their undertaking after completion of dispatches i.e. Bill of Lading, copy of Shipping Bill etc. (if required) shall be provided by BHEL to respective bidder/ supplier.
- II) PEM supplier shall cover the supplies of their sub-vendor under the above undertaking registered with their local range Excise Office, for availing the exemption in payment of excise duty at the time of movement of goods from their sub-vendor works / BOI either to BHEL's DOCK OFFICE at Chennai OR to their works as Physical Export for SENEGAL Project. The requisite ARE-1 Form shall be dealt between the PEM supplier & their BOI supplier. The cancellation of the said undertaking shall remain the responsibility of the PEM's supplier without any involvement of PEM NOIDA. However, any document, if required by the PEM supplier from BHEL-PEM as main exporter for the registration of their undertaking OR for cancellation of Export Obligations shall be provided.

The supplier has to give an undertaking in writing to PEM, NOIDA along with Price Schedule that all Export benefits as applicable for self-manufactured or their BOI have been considered in line with above Conditions of SCC while making price offer to BHEL-PEM.

7.1.1(B) EXEMPTION OF EXCISE DUTY BY BLOCK TRANSFER & ARE-1 by BHEL-PEM, NOIDA:

Alternatively, BHEL PEM shall register the Excise Bond with Excise Commissioner NOIDA for this Project for permission to dispatch the goods without payment of Excise Duty from their vendor's works anywhere in India, by Block Transfer & ARE-1.

In this regard, BHEL-PEM, NOIDA shall issue the Block Transfer (CT-1) & ARE-1 to the supplier for availing above-mentioned exemptions. In order to get the Excise duty Block Transfer & ARE-1 issued from BHEL-PEM, the bidder shall give request in writing before the dispatch of goods, to BHEL-PEM indicating the exact amount of Excise duty involved, rate of excise duty i.e. + Education cess, items descriptions, Tariff Head/ chapter etc. for issuing Block Transfer & ARE-1 to the supplier, to their respective Excise range/Office out of the Main Excise Block registered by BHEL PEM NOIDA with the office of Excise Commissioner NOIDA.

The ARE-1 in Quintuplicate shall be issued by BHEL PEM NOIDA as **Main Exporter** to the successful bidder (only to the supplier on whom order is placed) and bidder shall also sign on all copy of ARE-1 with their Company Seal at the respective place provided in the ARE-1 (as Co-exporter). The cancellation of such Block Transfer shall be done by BHEL-PEM, NOIDA. However, the supplier shall be responsible & bound to forward pink copy of the ARE-1 to the BHEL PEM required as one of the enclosure for cancellation of the Excise Bond OR copy of the letter from the Local / Range Excise Office forwarding the PINK copy of the ARE-1 directly to the Office of the Excise Commissioner NOIDA, shall be given by the supplier to BHEL-PEM, NOIDA.

7.1.1(C) CENTRAL SALES TAX:

- I) For Central Sales Tax purposes, BHEL-PEM shall provide H-Form to the respective bidder / supplier after the dispatches to avail the benefit of NIL Sales Tax. Thus, NIL Excise duty & NIL Sales Tax to be charged by bidders in their quoted prices in the BID, for their Package to the BHEL. *For obtaining H-form*

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by supplier from PEM, a SEPARATE REQUEST SHALL BE MADE BY SUPPLIER ENCLOSING THEIR INVOICES AND LIST OF package (Number) dispatched.

- II) Before dispatch of materials, bidder shall get all Cases/ Boxes stamped by Superintendent Excise of their area/ range, so as to avoid the opening/inspection of these boxes by Custom Authority at Port of dispatch in India.

7.1.1. (D) CUSTOM DUTY:

- I) Custom duty shall be payable by BHEL/CES, SENEGAL at the port of destination (DAKAR, SENEGAL) for the clearance of material supplied. However vendors to note that in case material gets rejected due to reasons attributable to the vendor, then the vendor shall bear the customs duty & other incidentals at the port of destination for further replenishment supplies made.
- II) After the completion of supply of the ordered quantity, for any further supplies arising due to reasons attributable to the vendor, Customs duty and other incidentals at SENEGAL port shall be paid by the vendor.

- 7.2 a) The bidder/supplier to note that No custom duties/Foreign exchange etc. on the Equipment/ assemblies required by bidder for their Assemblies/finished equipment/supplies for 1x 125 MW COAL FIRED POWER PLANT IN SENDOU, BARGNY, SENEGAL shall be admissible. BHEL shall not bear any liability arising out of foreign Exchange Rate Variation (ERV) OR on account of statutory variation in custom duty for any of the items imported by the bidder for supplies to BHEL for 1x 125 MW COAL FIRED POWER PLANT IN SENDOU, BARGNY, SENEGAL project.

- b) *In the circumstances, if supplier is importing raw material like copper etc. for manufacturing cables etc. to physically export to 125 MW COAL FIRED POWER PLANT IN SENDOU, BARGNY, SENEGAL, the supplier shall pay the custom duty on Raw materials at port on copper etc. as per Law and shall avail drawback of duty paid to custom later by himself without involving BHEL. The supplier shall declare this raw material CIF contents at enquiry stage separately in their prices to BHEL-PEM before price bid opening. The supplier shall declare to BHEL-PEM that nil custom duty has been considered for the identified imported raw materials in their offer to BHEL-PEM. The supplier at enquiry stage shall identify the documents required from BHEL PEM for claiming duty drawback. BHEL shall consider giving the Disclaimer certificate OR any other documents needed for custom duty drawback to the supplier after physical export of finished supplies from the said supplier to 125 MW COAL FIRED POWER PLANT IN SENDOU, BARGNY, SENEGAL.*

OR alternatively the supplier to obtain advance license from DGFT for availing NIL custom duty on raw materials i.e. copper etc. BHEL shall provide the necessary customer contract documents for obtaining such Advance License by supplier. Also cancellation of export liability for advance license shall remain with the supplier; however their License number shall be included in the B/L OR AWB at the time of dispatch as proof of utilization of raw material and export shipment. Any other documents like Disclaimer certificates if required shall be given by BHEL PEM to facilitate the advance License utilization/cancellation by the supplier for 125 MW COAL FIRED POWER PLANT IN SENDOU, BARGNY, SENEGAL.

- c) In the circumstances, PEM supplier is importing part finished equipment / items from the countries as mentioned in Sr. no. 4 and except through any port/airport/country from any sanctioned UN/US/EEC sanction list intends to bring the finished materials to Chennai Dock and keeping it in the bonded warehouse for re-exporting to SENEGAL without taking such equipment to their works for further value additions. The **HIGH SEA SALES** shall be agreed between BHEL-PEM & PEM's sub-vendors through High Sea Sales agreements. Also the Documentation/ Bonds etc. relating to storage of material in bonded warehouse in the custody of custom authorities without payment of custom duty for re-exporting to Senegal by the PEM supplier shall be signed by BHEL-PEM (Main Exporter) with the custom authorities at Chennai Dock being the material required for Physical Export to Senegal Project.

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Supplier shall arrange the documentations and preparation of bond required for bonding of materials. The bonded warehouse charges shall be borne by the supplier. The Supplier shall be required to declare the break-up of CIF contents at enquiry stage before price bid opening in the manner as given below.

I) 3rd country Import to be brought to India for consolidations under customs bonded warehouse by making High Sea sales by BHEL.

No custom duty on above items I) shall be included in the price bid to BHEL-PEM. The financial liability, if any arising due to High Sea Sales agreement shall be borne by the supplier.

8.0 For any dangerous goods/inflammable goods like Gas, paint, oil, etc, the vendor to furnish the chemical composition/specifications, dangerous goods HAZ certificate & safety certificate by authorized agencies prior to dispatch.

9.0 TERMS OF PAYMENT

For Indigenous Vendor:

Hundred Percent (100%) Payment along with freight charges against clean receipted LR from **BHEL dock office Chennai/BHEL ROD-Chennai** in original and submission of all final documents, as built drawings, O & M manuals etc. for package duly certified by PEM (Engineering).

For foreign vendor:

Hundred Percent (100%) Payment against the confirmation from BHEL-ROD Chennai that the material has been received at Chennai port and submission of all final documents, as built drawings, O & M manuals etc. for package duly certified by PEM (Engineering).

10.0 INSURANCE:

Insurance up to FOB Chennai

- a) The insurance covering the vendor material from their works to the Chennai Port (up to loading of consignment at Chennai port) shall be taken by BHEL and the details of the same shall be intimated to the successful bidder before dispatch of consignments to Chennai port.
- b) Vendor shall not take any insurance for 1X125 MW COAL FIRED POWER PLANT IN SENDOU, BARGNY, SENEGAL.

11.0 BILLING SCHEDULE/SHIPPING LIST FOR SUPPLY PORTION

Billing Schedule shall be prepared by the vendor and submitted to BHEL-PEM for approval (in the event order is placed by BHEL-PEM). The freezing of Billing Schedule in cat-I approval is must before commencement of dispatches. No payment shall be made in the absence of approved Billing Schedule. The Billing Schedule shall contain the following:

Lists of all items of total scope of supply both manufactured at vendor's works and sub-vendor's items with unit and total price (F.O.R. BHEL DOCK OFFICE, Chennai) along with Gross and Net weight. **No item is to be made as free issue required for completion of supply scope/ system. Quantity shall be indicated only in numbers and not as Sets or Lots.**

The Billing Schedule for Recommended Spares as applicable as per the enquiry requirement shall be approved separately by BHEL-PEM in consultation with Engineering before the dispatches of such Spares.



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12.0 DOCUMENTS REQUIRED FOR PAYMENT:

12.1 INDIAN SUPPLIER:

Billing documents are given as below:

- a) Supplier Invoice
- b) Original Packing List as per sl. no. 17.0 duly signed by PEM inspection agency/ supplier.
- c) ARE-1 Copy endorsed by excise officer.
- d) BHEL-CQS CQ-IR indicating Code-A for all inspected items as finally accepted/Third Party Inspection Release Note/Manufacturing control certificate/ inspection certificate issued by customer representative, if applicable, as per cl. no. 12.3(if equipment is tested in the presence of customer representative)
- e) BHEL-PEM MDCC.
- f) Original LR Copy duly endorsed by BHEL-ROD Chennai/ BHEL DOCK OFFICE, Chennai.
- g) Material Test Certificate issued by the Manufacturing factory.
- h) Insurance Intimation Letter
- i) Guarantee Certificate
- j) Original Certificate of origin
- k) Transporter money receipt against freight invoice

The requirement of any more documents, if needed for release of supplier payment shall be informed later to the successful bidder at the time of placement of LOI/PO.

12.2 FOREIGN SUPPLIER:

The documents for payment are given as below:

- a) Full set of clean-on board bills of lading (Three original and one non-negotiable copy)/Air Way Bill made out to the order of name of LC opening bank and notified to the COMPAGNIE D'ELECTRICITE DU SENEGAL (CES), 29, AVENUE PASTEUR, POB 6531, DAKAR, SENEGAL and destined to the address as per serial no. 5. Short form of Bill of lading/Air Way Bill is not acceptable.
- b) Signed detailed supplier Commercial Invoices (Three Original and Five copies for the CFR, Chennai value of goods, one duly certified by Chamber of Commerce).
- c) Separate Certificate of Origin (1 original and three copy) showing the Name, Address and Nationality of manufacturer/ producer stating the name of the country of origin of goods, this certificate to be issued & certified by Chamber of commerce.
- d) Packing List (1 original and three copy): As per sl. No. 17.0 with weight details issued by manufacturer and duly signed by Third party Inspection agency/supplier certifying that goods packed properly in accordance with International Standard Export Package. The inspection charges by Third party Inspection agency for the foreign equipment/supplier shall be to foreign supplier account and included in their quoted prices to BHEL-PEM.
- e) Confirmation from BHEL-ROD Chennai that the material has been received at Chennai port.
- f) Transfer of Title agreement (Inbond Sale agreement) if applicable.
- g) Certified Inspection Certificate Approved by Customer: Either the certificate signed by CES inspector (if equipment tested in presence of CES representative) or Certificate signed by Third Party Inspection Agency is required.
- h) Age of the vessel (**Lloyd certificate in original**) shall not exceed 25 years on the date the materials are destined to reach port in India.

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- i) Shipping company certificate on their letter head certifying that the vessel mentioned on the B/L certified for Sea-worthiness **by Lloyds Register** or equivalent and should be with institute of marine cargo clauses 1 or A.
- j) Certificate of Freight having been pre-paid as per the regular shipping lines is required on B/Ls.
- k) Subject cargo would be generally shipped under the deck (Certificate In original)/ Container.
- l) Specific confirmation/ clearance of BHEL-International Operations div. / BHEL-PEM is needed for shipment on deck.
- m) LC No., Buyer's Reference (Contract No.) shall be indicated / printed on original Clean Bill of lading(s).
- n) Detailed packing list with weight details issued by Manufacturer and/or beneficiary certifying that Goods packed properly in accordance with International Standard Export Package.
- o) Inspection certificate, refer cl. no. 12.3, if applicable.
- p) Vessel certificate by Shipping company
- q) Insurance Intimation certificate

All documents mentioned above must be available to Sri S S RAJAN, DGM (MATERIAL SERVICES), BHEL, 1ST FLOOR, LOTUS COURT, NEW NO. 338 (OLD NO. 165), THAMBU CHETTY STREET, CHENNAI-600001, and Tel: 044-25352897, Fax: 044-25341240, 7 days prior to the arrival of vessel and 2 days in case of Air shipment.

Any demurrage due to non-conformity to the above procedure shall be recovered from the vendor.

The requirement of any more documents, if needed, shall be informed later to the successful bidder at the time of placement of LOI / PO.

- 12.3** Inspection Control Certificate from Consultant and/or a Factory Inspection Certificate issued & signed by the manufacturer and certified by the Consultant, all inspection certificates show description of goods, total quantity, total weight & packaging, certifying that all equipment has been factory tested prior to Ex-work shipment, have been witnessed and the test report have been signed by the attending of their supervision & witnessed during design, manufacturing by attending Consultant and stated that goods which were inspected are of high quality, Brand new and in unused condition and in compliance with specification in contract documents & inspection process should be in accordance with the contract And/or a certificate by Consultant approved by Customer(CES) stating that no inspection is required as the case may be.

13.0 LD CALCULATION:

Indigenous vendor

The date of handing over of the goods to BHEL-ROD, Chennai at BHEL DOCK OFFICE as in Sr.No.5 shall be treated as date of dispatch for levying LD.

Foreign vendor

The date of arrival of material at Chennai port (CFR, Chennai) as confirmed by BHEL ROD, Chennai, shall be treated as date of dispatch for levying LD.

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14.0 DELAYED SHIPMENT:

If the material is received at Chennai port beyond 15.01.2015 (if delay is attributable to vendor) and if our Customer refuses to take up the onward shipment from Chennai to Senegal, then the same shall be arranged by BHEL and total cost towards freight from Chennai to Senegal, as applicable, shall be recovered from the vendor.

As on date USD 130 per freight ton (CBM or MT whichever is higher) shall be applicable towards freight. To this effect an amount in rupees equivalent to USD 130 (Exchange rate prevailing as on date of receipt of material at Chennai port) per freight Ton shall be withheld from the payment due to the vendor. If the actual amount towards freight from Chennai to Senegal comes out to be more/less than the amount withheld, as mentioned above, then the balance amount shall be recovered/refunded.

This will be over and above LD clause no 16.0 of GCC Rev-06.

15.0 GUARANTEE PERIOD:

Guarantee period & terms shall be as per GCC R06. However, for **Aux. PRDS** and **Control Valves** packages Guarantee period shall be as per GCC R06 or 26 months from 26/12/2015 whichever is later.

16.0 DESPATCHES:

All consignments are to be made to the Consignee as per the address given at (Sl. No. 1.a) by road upto FOR BHEL DOCK OFFICE -Chennai on Freight Prepaid basis to the transporters. The supplies from BHEL DOCK OFFICE to FOB Vessel Chennai shall be handled by BHEL-ROD, Chennai through their Clearing Agent on behalf of PEM and beyond FOB Vessel Chennai upto project site SENEGAL shall be handled by Customer/ BHEL.

PEM shall appoint Third Party independent Surveyor/ agency, which shall carry out the inspection along with BHEL-CQS (Region) as applicable, of supplies at supplier's works as well as at their sub-vendor works & Packaging Inspection also.

The dispatches shall be made only after CES/BHEL/Third Party/ inspection of supplies, as applicable & Third Party packaging inspections and MDCC issued by BHEL-PEM. All items covered in the MDCC to be dispatched together in the identified dispatchable units with descriptions, BBU No. / Billing Ref. No. and Box No. / Package Nos., so as to identify these items easily on Receipt at Site. The case/ box No. & Name Plate as per instructions given at **sl. No. 17.0** of this SCC shall have to be strictly followed by PEM's supplier for the dispatches of their ordered scope by PEM.

17.0 PACKING AND MARKING:

- a) Packing shall be secure and sea worthy as per specification to be provided along with enquire.
- b) Each package shall bear the shipping mark "COMPAGNIE D'ELECTRICITE DU SENEGAL 29, AVENUE PASTEUR, POB 6531 DAKAR SENEGAL" in block letters in non -washable black colour paint on at least two sides of the package. Every package should exhibit / marked in non-washable black colour paint and as follows:
 - Purchaser reference number: **Contract dated 02/03/2010 between BHEL & CES**
 - Package Name main supply/commissioning spares
 - Package Number (see SL no 'e' below)
 - Gross Weight and Net Weight in KG
 - Overall Dimension of Package in mm
 - Suppliers / Manufacturers brand and Name
 - Consignor

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- Country of Origin
- Destination:

SITE PROJECT MANAGER
1 x125 MW COAL FIRED POWER PLANT
COMPAGNIE D'ELECTRICITE DU SENEGAL
29, AVENUE PASTEUR, POB 6531
DAKAR, SENEGAL

- c) All fragile "Equipment", Unit should take special care to pack and label with appropriate markings such as: "FRAGILE - HANDLE WITH CARE", "LIFTING POINTS", "THIS WAY UP", "DO NOT STACK", "KEEP DRY" etc to protect them from damage in transit.
- d) To ensure safe handling, packing case shall be marked to show the following:
- Upright position
 - Sling position & Centre of gravity position
- e) Package Numbering System- Following procedure has been evolved for case Markings -

Each consignment shall have the following number -

BHEL / CES / PEM / XXX / YYYYY

XXX indicate the name of the vendor, for example, SNB for Sabnife Power System, PVK for PVK Engineers.

YYYYY would be five digit no. having the serial nos. from 50000 to 59999 which has been further bifurcated for following packages:

Steam Traps	: 50000 to 50500
Air Traps	: 50501 to 51000
Flow Nozzles	: 51001 to 51500
Orifice plate	: 51501 to 52000
Ball Valves	: 52001 to 52500
Control valves	: 52501 to 53000
Aux PRDS	: 53001 to 53500
ME Bellows	: 53501 to 54000
Thermal Insulation-R-Mattresses	: 54001 to 54500
Thermal Insulation-Ca-Silicate	: 54501 to 55000
Thermal Insulation-Aluminium Sheet	: 55001 to 55500
Thermal Insulation-Ancillary Material	: 55501 to 56000
Chemical dosing system	: 56001 to 56500

Bidders to note that No duplication of box numbers is permitted.

Notes -

- a) To avoid opening of big cases for examination by customs, such cases may be got sealed by local excise authorities and ARE1 also to be endorsed by Superintendent, Central Excise, covering the cases,
- b) For item like panels, and other electronic equipment, no other equipment/packages are to be placed on the top of cases. It should be written on the package clearly "No Package allowed" and slanting top should be made on the case/package,
- c) Vendors to advise/ provide package nos., dimensions, net & gross wt. and packing lists to PEM/IOD at least same day of shipment.

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d) ODC Items - General Arrangement drawing of equipment / sketch duly dimensioned for all ODC/Heavy Lifts consignments shall be forwarded to ROD/ IOD to expedite the port clearance and safe handling.

e) Packing lists in water proof cover fixed in clearly visible position on outside of the package

18.0 PACKING LIST:

Copy of the format is attached as **Annexure-I**. This format is to be strictly followed by the supplier/ bidder (applicable for those bidders on whom order shall be placed by PEM). The format corresponds to requirement of export packing list of Indian customs. The format is unified and its completeness with regard to measurement, quantities, item numbers, marks and numbers by the supplying units/their sub-vendors and their inspection agencies has to be ensured prior to packing and authorizing dispatch clearance (MDCC) by PEM.

19.0 COMPLETENESS OF CONTENTS OF EACH PACKING CASE:

Concerned CQA / Third Party Inspection Agency for PEM NOIDA scope (ordered on PEM supplier) will verify the completeness of contents of each package w.r.t packing list both in terms of quality and quantity before authorizing dispatch of the consignment before obtaining MDCC from BHEL-PEM NOIDA.

20.0 ROUTING OF PACKING LISTS:

Packing list is an extremely important document, which forms a part of Export Documentations in connection with the processing of customs formalities. **Packing List has to be generated by units/Unit vendors and sent to IO at Lodi Complex, New Delhi, and ROD, Chennai (both at the same time), two weeks in advance, for processing and obtaining shipping bills' clearances at Chennai.** All PEM's suppliers to note that Chennai would be the major port of shipment from India.

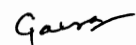
21.0 ADVANCE INTIMATION ABOUT DESPATCHES TO BHEL-ROD Chennai, BHEL IO Project, New Delhi & BHEL-PEM NOIDA:

An advance fax intimation of dispatch of materials / Equipments and expected date to reach at Port Chennai, shall be intimated by the supplier to PEM NOIDA, BHEL IO (P) Lodi Complex, New Delhi and BHEL-ROD Chennai.

All PEM's suppliers will give at least **15 days advance intimation** to ROD, Chennai & IO-Projects along with package details/ Packing List before actual dispatches to arrange for the storage/shipping arrangements by ROD Chennai and customs invoicing by IO-Projects. **Information must be sent to consolidate the details and arrange for shipments in time.**

22.0 EXCISE ATTESTATION AT WORKS:

To avoid opening of big cases for examination by customs at Port of Shipment, the supplying unit/ PEM's sub-vendors may arrange to get the packing cases sealed by local excise authorities and the relevant invoices and packing lists will be got endorsed from Superintendent, Central Excise. For this purpose, Units / PEM's sub-vendors should send the packing lists to IO-Projects **at least 2 weeks in advance** to enable prepare Shipping Invoices for furnishing to the units /PEM's sub-vendor for requisite attestations and sending to ROD Chennai through fastest means for a smoother and faster customs clearance under intimation to PEM,NOIDA.



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23.0 PROVISION OF INSPECTION WINDOWS ON PACKAGES:

Unit/supplier should provide inspection window of size 6"x4" (glass perplex) for customs examination for all such packages (above 1.5 x 1.5 x 1.5 cu m) involving Panels of any kind. Care would be taken to ensure that all packages are properly sealed to avoid ingress of moisture, rodents etc. Packing slip folders shall be attached in each box.

24.0 Transportation Drawings for Heavy Weight/ODC consignment:Foranypackage/item weighing above 20000 kgs and/or size greater than 2.5 X 2.5 X 4 m:

Detailed engineering documents (at least 4 sets) for all items of the above category will be furnished by respective units /PEM to issue shipment enquiries in a proper manner. **The drawing has to include center of gravity of the item clearly. Units / PEM's sub-vendorsto identify such items and notify to IO-Projects group through BHEL-PEM as soon as the Engineering Documents are released.**

25.0 PROPER CAPACITY OF TRAILERS FOR INLAND TRANSPORT IN INDIA:

The PEM's suppliers making arrangements for inland transport in India for the goods ordered by BHEL-PEM should ensure that the trailers would be able to carry the actual weight (not designed weight) of the equipment. No overhanging of the cases should be permitted. This is essential to avoid any damage to the consignment en-route to the port of dispatch.

The truck carrying the cargo shall be covered with a Tarpaulin to meet the weather vagaries in inland transport.

26.0 GUIDELINES FOR DISPATCHES FROM INDIAN VENDORS:

- Vehicle drivers shall carry excise gate pass in original / ARE-1 (White + Buff in original as applicable). Each consignment carried by the vehicle shall have a separate gate pass / ARE-1 and it must be ensured that materials under one gate pass / ARE-1 gets transported in the same truck/trailer.
- In order to avoid any problems at port of dispatch from the point of view of i) shipping bill preparation and passing thereof ii) control and movement of cargo within Chennai Port and iii) physical examination of cargo by customs, the materials under the category, i.e. a) DEEC cargo, b) Free shipping bill cargo, c) DEPB (duty entitlement pass book scheme) and d) duty drawback, must be sent in the same truck/ trailer &v) **Physical Export.**

PEM Vendors to ensure that ROD is communicated very clearly the type of shipping bills to be prepared, well before the materials are dispatched from the works.

27.0 TRANSPORTATION OF HEAVY LIFTS/ODC PACKAGES:

Keeping in mind the need to avoid multiple handlings of the consignments of the above nature with a view to avoid either ship detention or trailer detention resulting into costs to the company and avoidable inconvenience, the ships availability at the port of dispatch and reaching of the trailers at the port of dispatch has to be synchronized in such a manner that the trailer should reach maximum 48 to 72 hours prior to the berthing of the vessel. Towards this, each consignment shall be escorted by the units / PEM's sub-vendors by a responsible executive and is recommended to be provided with a mobile for monitoring & control on movement of the cargo.



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28.0 TELEPHONIC INTIMATION BY PEM'S SUB-VENDORS TO ROD CHENNAI REGARDING THE MOVEMENT OF VEHICLES:

Vehicle drivers to be instructed by PEM vendors, the contact point of ROD Chennai, regarding movement of vehicles on daily basis, especially **2 days before arrival at Chennai**, so that suitable directives can be given to the driver of the vehicle for further transportation of the goods either to dock or godown.

29.0 CUSTOMS FORMALITIES PERIOD:

Packages arriving at the port shall have a minimum time of 3 working days for customs examination and other related formalities in respect of the cargo under shipment. The goods received after arrival of the ship may not be loaded if either sufficient time does not exist or space available in the ship is booked by the carrier for other exporters due to lack of availability of the goods at the port in time for shipment from BHEL. In cases, where the committed cargo to the carrier based upon information received from all the units does not reach in time of scheduled shipment at the port of dispatch, IO-Projects would be within its right to decide the priority of loading as per the project schedule requirements given the condition that adequate space in the ship is not available to accommodate the cargo.

30.0 DUPLICATE ARE-1 FORMS FOR CANCELLATION OF BONDS (APPLICABLE FOR INDIAN BIDDERS):

It is necessary that the **contractors ensure that ARE-1 Forms (White & Buff as original) are sent to ROD Chennai**. After ROD Chennai effects the shipment, endorsement of customs on White & Buff colour of ARE-1 Form would be obtained by ROD Chennai and returned to the concerned unit / PEM-PG-II-2 within 6 to 8 weeks for cancellation of the Excise Bond taken by PEM for this project.

31.0 THIRD PARTY INSPECTION:

The bidder shall note that the equipment shall conform to International Standard in line with the technical requirement of the Technical Specification. The equipment supplied should be new and of best Quality manufactured in line with the PEM approved drgs/ data sheet & QP in Cat-I. Material shall be inspected by BHEL or BHEL third party inspection agency (TPIA) alone or jointly by both BHEL/BHEL TPIA and customer representative.

BHEL-PEM shall confirm to the bidder at Enquiry stage whether his package / system/ item / items at their sub-vendor works shall be inspected by BHEL/BHEL-TPIA alone OR BHEL/BHEL TPIA&customer both and accordingly the vendor has to arrange inspection by above identified inspection agencies.

The inspection by BHEL/BHEL TPIA&customer representative shall be carried out on the basis of BHEL-PEM/Customer Cat-I approved Quality Plan, Drawing / Data Sheets etc. **At any time, CES, SENEGAL (Customer) reserves the right to have the goods inspected whilst under production at supplier plant.** Such inspection does not relieve the supplier of their responsibility, as regards bad workman ship or any other defects. The release note by Customer& accepted CQ-IR from BHEL-CQS OR a joint report of CQS & Customer, as applicable shall be forward by the PEM's supplier to the AGM/PG-II(2), NOIDA for issue of MDCC by PEM NOIDA.

The bidders to note that on the basis of BHEL/BHEL TPIA inspection, accepted CQ-IR from BHEL/BHEL TPIA&customer inspection and Release Note issued by BHEL TPIA/Customer confirming the conformity of goods to contractual conditions and acceptance by Packaging agency, then BHEL-PEM shall issue the Material Dispatch Clearance Certificate (MDCC) for dispatch of goods to Chennai Dock. Supplier to note that NO dispatch of goods is permitted without obtaining MDCC from BHEL PEM.

32.0 EXPORT PACKING / PACKAGING INSPECTION:

The packing shall conform to the packaging procedure given along with the technical specification and should be SEA worthy & to withstand the Sea & Salt laden conditions. The timber used shall be of best quality as laid down in PEM approved packaging procedure. The packages shall be made in line with the packaging Drg. &

Signature

Signature

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procedures approved in Cat-I by BHEL PEM Noida. The packaging procedure approved by PEM in cat-I must be available with PEM's supplier before making of the boxes and commencement of the packaging inspection for their ordered scope. All the bidders to note that -

- a) If the main supplies is/ are inspected by BHEL/BHELTPIA/ Customer representative alone only, then the packaging inspection shall be done by BHEL/BHEL TPJA/Customer representative only.
- b) In case, the main supplies inspection is carried out by BHEL/BHEL TPJA&Customer representative independently OR jointly, then, the packaging inspection shall be undertaken by Customer representative only based upon PEM approved packaging procedure without calling BHEL for packaging inspection. It may be noted that NO package shall be sealed /nailed without the acceptance of packaging agency (third party inspection agency appointed by PEM, who shall undertake packaging inspection also) as listed at a) OR b) above for clearance to obtain the MDCC from PEM) to move the goods.
- c) The bidders to give a check list to BHEL-PEM as well as Packaging Inspection agency, indicating the despatchable identified goods under their scope of supply, size & dimension of the box /packages & its weight for the purpose of shipment on to the vessel and also handling at Port.
- d) The independent packaging agency Release Note OR BHEL-CQS Packaging Inspection clearance certificate as applicable shall be necessary & submitted to BHEL-PEM/PG-II-2 for obtaining MDCC.
- e) Any changes regarding packaging inspection shall be informed later by BHEL PEM.

Packing commensurate with international standards and accepted norms will be ensured by CQA/ Unit QC/Third Party Inspection Agency. Packing has to be sea-worthy and secure.

As far as possible, the packing has to be rectangular in shape for optimum space utilization in the ship and economize on shipping costs. Projections on packages are prohibited.

The packing list has to be checked and certified by the Inspection agency (ies) with due signatures.

No loose items / Gunny bag packing are allowed for shipment. Proper pallets and crates are to be used for packing of Oil drums and Structure.

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ANNEX-II

LIST OF ELIGIBLE COUNTRIES FOR PROCUREMENT OF GOODS, WORKS AND SERVICES

REGIONAL COUNTRIES

- | | |
|-----------------------------|--|
| 1. Algeria | 29. Malawi |
| 2. Angola | 30. Mali |
| 3. Benin | 31. Mauritania |
| 4. Botswana | 32. Mauritius |
| 5. Burkina Faso | 33. Morocco |
| 6. Burundi | 34. Mozambique |
| 7. Cameroon | 35. Namibia |
| 8. Cape Verde | 36. Niger |
| 9. Central African Republic | 37. Nigeria |
| 10. Chad | 38. Uganda |
| 11. Comoros | 39. Republic of South Africa |
| 12. Congo | 40. Rwanda |
| 13. Cote d'Ivoire | 41. Sao Tome & Principe |
| 14. Djibouti | 42. Senegal |
| 15. Egypt | 43. Seychelles |
| 16. Equatorial Guinea | 44. Sierra Leone |
| 17. Eritrea | 45. Somalia |
| 18. Ethiopia | 46. Sudan |
| 19. Gabon | 47. Swaziland |
| 20. Gambia | 48. Tanzania |
| 21. Ghana | 49. Togo |
| 22. Guinea | 50. Tunisia |
| 23. Guinea-Bissau | 51. Zaire (Democratic Republic of Congo) |
| 24. Kenya | 52. Zambia |
| 25. Lesotho | 53. Zimbabwe |
| 26. Liberia | |
| 27. Libya | |
| 28. Madagascar | |

Buyer's

Gaur

NON-REGIONAL COUNTRIES

1. Argentina
2. Austria
3. Belgium
4. Brazil
5. Canada
6. China
7. Denmark
8. Finland
9. France
10. Germany
11. India
12. Italy
13. Japan
14. Korea
15. Kuwait
16. Netherlands
17. Norway
18. Portugal
19. Saudi Arabia
20. Spain
21. Sweden
22. Switzerland
23. United Kingdom
24. United States of America

Bye-bye!

Gave

[illegible]

Gamer