

BHEL-PEM / PG-I, NOIDA

SPECIAL CONDITIONS OF CONTRACT (SCC) Rev.00

2X660 MW UDANGUDI SUPERCRITICAL STPP STAGE I, SCOPE-EPC (Job No. 435)

TAMILNADU GENERATION AND DISTRIBUTION CORPORATION LTD (TANGEDCO)

These Conditions shall be read and construed along with General Conditions of Contract (GCC) Rev.06 & GST related Corrigendum to GCC Rev.06, to be enclosed along with the tender enquiry. In case of any conflict or inconsistency, the conditions given in SCC shall prevail over the GCC and its corrigendum.


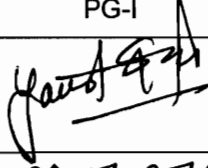
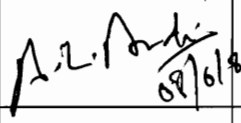

| Sl. No. | Title | Description |
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| 1. | Project Name | 2X660 MW UDANGUDI SUPERCRITICAL STPP STAGE I |
| 2. | Nature of project & Type of Bidding | Non-Mega & ICB (International Competitive Bidding) |
| 3. | Customer Order Ref. No. | LOI Ref. No. Lr.No.CE/Proj.II/SE/C/UTPP/EE/E/LOI/D.179/2017,dt 07.12.2017 |
| 4. | BHEL's Customer | Tamil Nadu Generation & Distribution Corporation Limited (TANGEDCO), 2x660 MW Udangudi Supercritical Thermal Power Project Stage-1 at Udangudi,Thoothukudi District,TamilNadu. |
| 5. | Customer Consultants | M/s Desein Pvt Ltd.,Greater Kailash - 2 ,New Delhi -110048 |
| 6. | Customer (TANGEDCO) GSTIN | 33AADCT4784E1ZC |
| 7. | Mode of Dispatch | Air, Road, Rail & Sea Transportation. For indigenous supplies: By Rail/Road on door delivery and freight pre-paid basis. For imported supplies: On C&F basis. Transit Insurance will be in BHEL scope. |
| 8. | Location of Plant | Udangudi, Thoothukudi District Nearest Road – East Coast Road from Rameswaram to Kanyakumari (SH-176) Nearest Railway station - Thiruchendur, Thoothukudi District (12Km from site) Nearest Airport – Tuticorin (50km from site) Nearest Sea Port – Tuticorin (45 km from site) Nearest City – Thiruchendur, Thoothukudi District (12Km from site) |
| 9. | Road Permit /E-waybill | E-way bill, if required, will be arranged by Supplier. |
| 10. | BHEL Site Office Address | BHEL Site Office, 2x660 MW Udangudi Supercritical Thermal Power Project Stage-1 at Udangudi, Thoothukudi District,Tamil Nadu – 623 525 |
| 11. | Delivery Address (Ship To) | 2x660 MW Udangudi Supercritical Thermal Power Project Stage-1,Tamil Nadu Generation & Distribution Corporation Limited Udangudi, Thoothukudi District,Tamil Nadu – 623 525 |
| 12. | Consignee Address (Bill To) | BHEL, Power Sector-Project Engineering Management Power Project Engineering Institute Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301 |
| 13. | BHEL GSTIN Details | BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC BHEL-PSSR is registered in the State of Tamil Nadu with GSTIN 33AAACB4146P2ZL |

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| 14. | Transit Insurance | <p>In BHEL Scope.</p> <p>For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office:</p> <ul style="list-style-type: none"> (i) Policy No. (ii) Consignee Name. (iii) Consignment Details (items with their weights and value (in INR). (iv) Project Name and P.O. No. (v) LR No. and date, Dispatch origin and destination details, Invoice No. <p>Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in Purchase Order.</p> |
| 15. | Dispatch intimation | <p>Yes in writing, Not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to: BHEL Site office (As mentioned in Sl. No.10) BHEL PEM Noida (As mentioned in NIT)</p> <p>At the point of dispatch, vendor must furnish docs required as given below through Email / Fax ;</p> <ul style="list-style-type: none"> i. Vendor's invoice ii. LR / RR / GR / Courier Receipt iii. Packing List/ Challan indicating the items dispatched (with their weights) iv. Insurance intimation letter informing the underwriters about the dispatches v. BHEL MDCC vi. Photograph of packing / boxes showing dispatch marking as per Sl. No. 18 |
| 16. | Document required for Vendor's payment | <p>For claiming the payment against dispatch, MRC & Freight, documents as mentioned in GCC & its corrigendum shall be submitted by vendor to BHEL. Original money receipt must be submitted for Freight payment.</p> <p>Packing List must comply to Clause No. 19.3 of General Commercial Terms & Conditions of GCC rev.06. Description of items in packing list shall be as per PO such that proper correlation between PO & packing list must be furnished.</p> <p>Soft copy of documents for claiming payment shall be submitted by vendor as advance copy.</p> <p>For materials originating from non-Indian Territory</p> <p>Three (3) original and Three (3) copies of clean bill of lading or One (1) clean original Airway Bill & Three (3) copies, in case of air freight.</p> <p>One (1) original and Three (3) copies of signed Invoices</p> <p>One (1) original and Three (3) copies of Packing List (clearly showing number of packages, gross weight and net weight).</p> <p>Three (3) copies of certificate of country of origin.</p> <p>Copy of BHEL MDCC</p> <p>Three (3) copies of inspection certificate, if any, issued by the customer/his authorised representative.</p> <p>Three (3) of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment.</p> <p>Three (3) copies of certificate from the vendor to the effect that the contents in each case are not less than that entered in the invoices and guaranteed as new and as per the relevant technical specifications.</p> <p>Shipping Specification – One (1) copy.</p> |

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| | | <p>Quality Certificate – One (1) copy.</p> <p>Approved Test Certificates, if any. - Three (3) copies.</p> <p>Guarantee Certificate – One (1) Original + One (1) copy.</p> <p>Inspection Reports – One (1) Original + One (1) copy.</p> <p>PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.</p> |
| 17. | Buyer and Paying Authority | <p>1. Buyer and Paying Authority shall be BHEL-PEM, NOIDA for the packages of which PO is placed by BHEL-PEM.</p> <p>2. Buyer and Paying Authority shall be BHEL-PSSR for the packages of which LOA is issued by BHEL-PEM and PO is placed by BHEL-PSSR.</p> |
| 18. | Packing, Identification & Markings for Dispatch | <p>Each box/ Drum shall be marked with Capital Letters indicating any one of the following:</p> <p>Main Supply / Mandatory Spares / Commissioning spares / Tools & Tackles</p> <p>Supplies under each of these headings shall be packed separately.</p> <p>Each package / Drum delivered under the Contract shall be marked by vendor as per details listed below and such markings must be distinct and in English language (all previous irrelevant markings being carefully obliterated) for purpose of identification.</p> <p>Each and every box (package) shall be marked with the following: -</p> <p>Name & address of the Consignee Name of Project Name of BHEL Unit placing the order Package Name, Vendor Name, LR No. and PO No. & Date. Packing No.: (e.g. 1/10, 2/10, 3/10 when there are 10 packages for one consignment) Packing Mark: Symbols indicating "TOP" and other special markings like "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE" etc.</p> <p>Following documents must be put inside the box:</p> <p>01 copy of respective standard manufacturer's erection instruction / O&M manual shall be kept for immediate reference by BHEL site. 01 damage proof copy of Packing List/Challan indicating the items dispatched (with their weights)</p> <p><u>Above instructions are to be read in conjunction with Clause No. 19 of General Commercial Terms & Conditions of GCC rev.06 and those specified in NIT.</u></p> <p>Notwithstanding anything stated in this clause, Vendor shall be entirely responsible for loss, damage or deterioration of the material due to faulty and insecure packing.</p> <p>Note: Each of the items under mandatory spares shall be tagged with part no. and PO item ref no./BBU ref no.</p> |
| 19. | Demurrage charges | Demurrage charges shall be paid by supplier / vendor to the transporter. No claim shall be entertained by BHEL in this regard. |
| 20. | Unloading at site | For Supply packages: By BHEL site office For Turnkey packages (i.e. Supply and E&C): By vendors |
| 21. | Storage at site | For Supply packages: By BHEL site office For Turnkey packages (i.e. Supply and E&C): By vendors |
| 22. | Movement of material within Site | For Supply packages: By BHEL site office For Turnkey packages (i.e. Supply and E&C): By vendors |

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| 23. | Concessional custom duty against Essentiality Certificate (EC) | <p>Essentiality Certificate (EC) issued by TANGEDCO shall be passed on to vendor through BHEL (Limited to CIF content indicated in tender/order) for availing Concessional Custom Duty as applicable for imported contents under Project Import regulations.</p> <p>Vendors shall indicate the list of imported items, quantity, CIF value (in Rupee and Foreign currency) and country of origin or country supplying raw material in price bid which will be referred to TANGEDCO for issuing EC. Request for additional Item / additional CIF other than that submitted with original tender shall not be entertained by BHEL during contract execution stage. in case of underutilized / unutilized EC, vendor shall provide the necessary documents to revise the EC.</p> <p>Packages for which CIF value is considered: Supply Packages: GCB and VIS(TG) Turnkey Packages: CAS and Hydrogen Generation Plant</p> <p>For other packages, please Refer Package specific NIT for CIF applicability.</p> <p>Vendors shall be solely responsible for arranging the foreign exchange release for any material, component & Bought out items that may be required to be imported and no foreign exchange will be paid or arranged by BHEL. Any increase or decrease in exchange rate shall be borne by vendor. Vendor shall consider the Concessional Custom Duty as a part of quoted Ex-works price.</p> <p>Vendor shall provide all necessary documents required to allow BHEL to obtain any Tax benefits / closure of bonds that the BHEL is eligible for under applicable laws existing as the effective date or that come into force thereafter. Vendor shall minimize its liability for seller taxes under applicable laws to the extent legally permissible and pass on the benefit of any savings on account of such reduction to BHEL. Vendor shall inform BHEL and provide the necessary documents to obtain required certificates from BHEL to avail exemption. Obtaining custom duty benefit in line with the Essentiality Certificate issued shall be in vendor's scope.</p> |
| 24. | Material Receipt Certificate | As per Clause 21.0 of General Commercial Terms & Conditions of GCC Rev.06 |
| 25. | Taxes & Duties (For Domestic Vendor) | As per General Conditions of Contract (GCC) Rev.06 & GST related Corrigendum to GCC Rev.06 |
| 26. | Taxes & Duties (For Orders of Supply packages directly to Foreign Vendor) | In case of foreign vendors, quoted prices & Dispatches shall be on C & F (Port-Chennai) basis and the Taxes & duties in the country of dispatch shall be borne by Foreign vendor. All the Taxes & duties and other charges applicable in India shall be borne by BHEL-PEM for the direct order placed by PEM to the foreign bidder. |
| 27. | Inspection Agency | BHEL/BHEL approved 3 rd party inspection agency and/or TANGEDCO/TANGEDCO approved 3 rd party inspection agency |
| 28. | Inspection procedure | <p><u>For Domestic supplies</u> Vendor shall raise inspection call at least 15 business days in advance on BHEL CQS website to applicable inspection agency (as mentioned in PO/LOI or to be informed later) and submit copy of inspection call to BHEL-PEM for arranging customer participation in inspection/Joint inspection on the proposed date, as applicable. MDCC shall be issued on the basis of clear inspection report (CQIR).</p> <p><u>For Foreign supplies</u> In case of Foreign supplies, if TANGEDCO/ TANGEDCO approved 3rd party inspection agency does not participate in the inspection, test certificates & inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by PEM and then, sent to TANGEDCO for clearance. The dispatch clearance (MDCC) by TANGEDCO/BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates.</p> |

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| 29. | Construction power, Water and Storage Space for Turnkey Packages | Construction Water & Construction Power shall be 'Free of cost' at one point at site and further distributed by the vendor. Storage space will be provided 'Free of cost' for storing material, however contractor has to arrange his own labor colony. |
| 30. | Submission of Final Drgs/Docs alongwith O&M Manual, Type Test Certificates (if any) | As per GCC Rev.06/Technical Specification/Kick-off meeting |
| 31. | Monthly Progress Report | Vendor to provide monthly progress report each month after placement of PO, till supply of material. Monthly progress report of vendor shall include raw material status, BOI status, manufacturing, engineering progress including status of major drawings/docs, inspection & latest dispatch plan. Vendor may use their format to provide required information, however format(if any) issued by Purchaser after placement of PO shall be obligatory to vendor. |

| | Prepared by | Checked by | Reviewed by | Approved by |
|-------------|---|---|--|---|
| Name | GAURAV GUPTA | GC THAKUR | B L BEDI | PERMINDER SINGH |
| Designation | Dy. Manager | Sr. Manager | Sr. DGM | AGM & DH |
| Department | PG-I | PG-I | PG-I | PG-I & II |
| Signature |  |  |  08/06/18 |  12/06/18 |
| Date | 08.06.2018 | 08.06.2018 | | |