Project Engineering Management

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)
POWER SECTOR, PROJECT ENGINEERING MANAGEMENT
Power Project Engg. Institute, Plot No. 25, Sector 16 - A,
HRDI & ESI Complex, NOIDA 201 301 (UP)

SPECIAL CONDITIONS OF CONTRACT (REV 01)

FOR 5 X 800 MW TSGENCO YADADRI TPS [Job No. 417]

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.

1.0	Project Name	5 X 800 MW TSGENCO YADADRI TPS
2.0	Ultimate Customer	TELANGANA STATE POWER GENERATION CORPORATION LIMITED [TSGENCO]
3.0	Location of Plant	**Location:** At Virlapalem Village, Damaracherla Mandal, Nalgonda District, Telangana State, India. Site is located 7 Kms from NH5. **Access by:** **Nearest Railway Station:** 6.5 Km from Damaracherla. **Nearest Airport:** Vijayawada airport (130 Km) **Nearest sea port:** Vishakhapatnam Sea Port. **Access by road:** 30KM from Miryalaguda **Latitude:** 16° 42'20.40 N. **Longitude:** 79° 34'41.56 E **Elevation above MSL:** 85m
4.0	Delivery Address (Ship to)	Later
5.0	Consignee Address (Bill To) 1	BHEL, POWER SECTOR - PROJECT ENGINEERING MANAGEMENT, POWER PROJECT ENGINEERING INSTITUTE, PLOT NO.25, SECTOR-16A, NOIDA-201301 (U.P.)

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	Notes 1	Consignee address (Bill To) in Invoice & LR should be strictly as per Sl. No. 05. Place of supply along with name of state to be clearly indicated by vendor in invoice. Delivery address (Ship To) in Invoice and LR should be as per Sl. No. 04. Invoice should clearly specify "Billing from" and "Shipping from" addresses. Vendor to note that to effect "Sale in Transit", BHEL shall issue "Delivery Order" to the Transporter for transferring the ownership from BHEL to customer (TSGENCO). It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement. Delivery Order shall be carried by transporter along with other dispatch documents.
6.0	Buyer and Paying Authority	Packages for which PO is placed by BHEL-PSSR & LOA is issued by BHEL-PEM - Buyer and Paying Authority shall be **BHEL-PSSR**.
7.0	Mode of Dispatch	By Road / Rail / Sea on Door Delivery and Freight Pre-Paid Basis.
8.0	Road Permit Required 1	To be arranged by Supplier, if required
9.0	Transit Insurance	In BHEL Scope. Vendor shall inform the following details of dispatches to the Underwriter (refer details below) under intimation to BHEL-PEM and BHEL Site office: (1) Policy No. (2) Consignee Name. (3) Consignment Details (items with their weights and value (in INR)). (4) Project Name and P.O. No. (5) LR No. and date, Despatch origin and destination details, Inv. No.
	Policy No.	Later

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	Name of the Insurance Company details	Later
10.0	BHEL-PEM GST No. 1	BHEL PEM: 09AAACB4146P2ZC
11.0	Customer GST & PAN No 1	TSGENCO provisional GST no.- 36AAFCT0257Q3ZT PAN No. - AAFCT0257Q
12.0	Unloading at site	- By BHEL site office for Supply packages. (The Vendor shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL site contractor). - By Vendor for Turnkey i.e. Supply and Erection & Commissioning Packages.
	Storage at site	- By BHEL site for Supply packages. - By Vendor for Turnkey i.e. Supply and Erection & Commissioning Packages.
	Movement of Material within Site	- By BHEL site for Supply packages. - By Vendor for Turnkey i.e. Supply and Erection & Commissioning Packages.
13.0	Provision of facilities at Site (Applicable for Turnkey Packages)	**Construction Power:** Construction Power shall be provided free of cost at one point. **Construction Water:** Construction water shall be provided free of cost at one point.

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14.0	Inspection Agency (Domestic supplies)	Vendor shall give inspection call in line with approved QAP / Customer Hold Points to Regional BHEL-CQS center / Third Party Inspection Agency (TPIA) (as informed by PEM) on "BHEL CQS Website"; with a copy of inspection call to BHEL-PEM for arranging Customer/Third Party participation (wherever applicable), with an advance notice of 15 days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by customer based on the BHEL-CQS/TPIA report OR Joint inspection report of BHEL CQS/TPIA & Customer (wherever applicable).
	Inspection Agency (Imported supplies)	In case of Imported Supplies advance notice of 30 days for participation in inspection (if applicable, in line with approved QAP / Customer Hold Points) to be given. The Test Certificates & Inspection reports duly accepted by the Foreign Vendor Inspection agency in line with approved QAP/Customer Hold Points shall be submitted 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 customer for their clearance. The customer dispatch clearance (MDCC) will be given to the Foreign Vendor or their representative in India through BHEL-PEM after acceptance/clearance of above test certificates by Customer.

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15.0	Dispatch Documents required (to be furnished by Vendor for payment)	**For Dispatch Payment** **For materials originating from Indian Territory** (a). One (1) original and Six (6) copies of the clean rail/lorry receipt.For payment Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original / copy. (b). One (1) original and Six (6) copies of signed Invoices (Paying Authority along with TIN No. should be mentioned, for VAT cases Annexure-I to be followed). (c). One (1) original and Seven (7) copies of Challan and Packing List (clearly showing number of packages, gross weight and net weight). (d). Six (6) copies of inspection certificate, if any issued by the customer. (e). Eight (8) copies of Customer/BHEL MDCC. (f). Six (6) copies of Approved Test Certificates if any. (g). Delivery order- Two (2) copies. (h). Guarantee Certificate – One (1) Original + One (1) copy. (i). Insurance Intimation - Two (2) copies. (j). CQIR / Inspection Reports – One (1) Original + One (1) copy. (k). PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.

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		For materials originating from non-Indian Territory (a). Three (3) original and Seven (7) copies of clean bill of lading or One (1) clean original Airway Bill & Four (4) copies, in case of air freight. (b). One (1) original and Six (6) copies of signed Invoices (Paying Authority along with TIN No. should be Mentioned). (c). One (1) original and Seven (7) copies of Packing List (clearly showing number of packages, gross weight and net weight). (d). Six (6) copies of certificate of country of origin. (e). Eight (8) copies of Customer/BHEL MDCC. (f). Six (6) copies of inspection certificate, if any, issued by the customer/his authorised representative. (g). Six (6) copies of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment. (h). Six (6) 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. (i) Shipping Specification – One (1) copy. (j). Quality Certificate – One (1) copy. (k). Approved Test Certificates if any. - Six (6) copies. (l). Guarantee Certificate – One (1) Original + One (1) copy. (m). Inspection Reports – One (1) Original + One (1) copy. (n). PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.

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		For Claiming Dispatch payments (for materials originating from Indian territory), Freight, MRC & Services Payments - refer GCC.
16.0	Material Receipt Certificate (MRC)	**For Packages wherever E&C is in the scope of Vendor**, The vendor shall arrange Material Receipt Certificate from the project site, duly signed by Customer and BHEL-Site after receipt & physical verification of the material at site. **For Supply Packages**, Material Receipt Certificate shall be arranged by BHEL-PEM. Vendor to provide copy of receipted LRs to enable BHEL-PEM to obtain MRC from site.
17.0	Taxes & Duties (For Domestic Bidder)	All bidders/vendors to note that this project is a Non-Mega power Project. However, Essentiality certificate shall be issued by TSGENCO (customer) for availing concessional custom duty under **Project Import Regulations.** Essentiality certificate shall be issued by TSGENCO through BHEL for the items to be imported by the vendor for specified items, limited to CIF content mentioned in the offer/order, for availing concessional custom duty. The bidder has to indicate in their offer, the import contents (if any) i.e. list of items along with qty., currency of import, country of import & CIF value. Availability of CIF for packages, if any, shall be intimated in NIT. Bidders has to note that in order to derive the total Landed Cost to BHEL, Evaluation shall be done excluding GST quoted by bidders. However, same shall be re-confirmed during techno-commercial evaluation of bids.

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18.0	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of Order on foreign Vendor, the dispatches shall be on C&F basis and the Taxes Duties in the country of dispatch (origin) shall be borne by Foreign Bidder & to be accounted in the prices quoted to BHEL/PEM/NOIDA. Evaluation shall be done as per provisions of GCC.
19.0	Packing, Identification & marking	• The supplier shall include and provide for securely protecting and packing the materials so as to avoid loss or damage during handling & transport by air, sea, rail and road. • All packing shall allow for easy removal and checking at site. Special precaution shall be taken to prevent rusting of steel and iron parts during transit by sea. Gas seals or other materials shall be adopted by the Contractor for protection against moisture during transit. • The number of each package in a shipment shall be shown in fraction, numerator showing number of the package and the denominator showing total number of packages in a lot / consignment. The packages number shall be generally prepared in the sequence in which they will be required for erection. • Each package delivered under the Contract shall be marked by and at the expense of the supplier and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of

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		consignee, the gross weight and net weight of the package, the name of the Contractor with a distinctive number of mark sufficient for purposes of identification. All markings shall be carried out with such materials as to ensure quickness of drying, fastness and indelibility. Each equipment or parts of equipment shall, when shipped or railed or otherwise dispatched be tagged with reference to the assembly drawings and corresponding part numbers. Each bale or package shall contain a packing note quoting specifically the name of the Contractor, the number and date of contract and the name of the office placing the contract, nomenclature of the stores and include a schedule of parts for each complete equipment giving the part numbers with reference to the assembly drawing and the quantity of each part, drawings nos. and tag numbers. • Rotor bearings should not be used as a support while packing. • Besides wherever necessary, packing shall bear a special marking "TOP","BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE" etc. • All packing cases, containers (excluding marine container), packing and other similar materials shall be new. • Notwithstanding anything stated in this clause, the Contractor shall be entirely responsible for loss, damage or depreciation or deterioration to the materials & supplies due to faulty and/or insecure packing. • One copy of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package/container for immediate reference. • Each and every package box shall be marked with the following, as a minimum:

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		(i). Name and address of Consignee : (ii). Project reference : (iii). Contract No.: (iv). Packing No.: (1/10, 2/10, 3/10 ..... when there are 10 packages For one consignment) (v). Net Weight/Gross Weight : (vi). Port of Loading : (vii). Destination Port : Vishakhapatnam Sea Port. (viii). Packing Mark : [symbols indicating "TOP" and other special markings as per (ix). Type of Equipment : "E" (for Equipment supply) "T" (for Tools & Tackles) "S" (for Mandatory Spares) • Two copies of packing list should be kept in case/package No. 1 of each consignment of the goods and four copies in each case (three inside the box and one copy in a special packet at the outer side of the Box).
20.0	Commissioning spares	The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details (to match the description given in the packing slip) to facilitate their proper identification. Three copies of packing list is to be kept inside the box and one copy in a special packet at the outer side of the Box.

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21.0	Mandatory Spares	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 Ultimate Customer Contract & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer M/s TSGENCO. Three copies of packing list along with Manufacturing drawing no. Reference, Catalogue reference etc. is to be kept inside the box and one copy in a special packet at the outer side of the Box.
22.0	Submission of Final Drawing / Documents along with O&M Manual, Type Test Certificates (if any)	As per GCC/ Technical specification/ Kickoff meeting.

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