
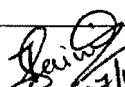




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**FOR**  
**2 X 660 MW MAITREE SUPER THERMAL POWER PLANT - BANGLADESH**


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 and its corrigendum, if any.

1.0	Project Name	2 X 660 MW MAITREE STPP - BANGLADESH
2.0	Ultimate Customer	Managing Director, Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh (Contact details – 8823941805)  NOTIFIED TO: DGM(C&M), Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh
3.0	Delivery Address (Ship To) 	a) For Indian Suppliers - Chennai Port 'or' CHA Godown, Chennai Port b) For Foreign Suppliers - MONGLA PORT, Bangladesh c) For Bangladeshi Suppliers - Maitree site, Rampal, Bangladesh (Refer S.No. 4)
4.0	Location of Plant	2 X 660 MW MAITREE STPP PROJECT SITE, PO – KALEKKHARBER, UNION – RAJNAGAR, UPAJILA - RAMPAL, DISTRICT – BAGERHAT-9343, BANGLADESH  Nearest Port: The nearest port is Mongla Port, Bangladesh.  Nearest Airport: The nearest airport is Hazrat Shahjalal International Airport, Dhaka.
5.0	Entry Point in Bangladesh	1) MONGLA PORT, BANGLADESH 2) DHAKA's INTERNATIONAL AIRPORT, BANGLADESH
6.0	Consignee Address (Bill To)	BHEL, POWER SECTOR - PROJECT ENGINEERING MANAGEMENT, POWER PROJECT ENGINEERING INSTITUTE, PLOT NO.25, SECTOR-16A, NOIDA-201301 STATE - UTTAR PRADESH

  
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	Notes:	<ol style="list-style-type: none"> <li>1. Consignee address (Bill To) in Invoice &amp; LR should be strictly as per Sl. No. 06. Place of supply along with name of state to be clearly indicated by vendor in invoice.</li> <li>2. Delivery address (Ship To) in Invoice and LR should be as per Sl. No. 03.</li> <li>3. Invoice should clearly specify "Billing from" and "Shipping from" addresses.</li> <li>4. It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement.</li> </ol>
7.0	Buyer and Paying Authority	<ol style="list-style-type: none"> <li>1) Packages for which PO is placed by BHEL-PEM - Buyer and Paying Authority shall be <b>BHEL-PEM</b>.</li> <li>2) Packages for which LOA is issued by BHEL-PEM &amp; PO is placed by BHEL-PSER - Buyer and Paying Authority shall be <b>BHEL-PSER</b>.</li> </ol>
8.0	Mode of Dispatch	By Road/Rail/Sea/Air on Door Delivery and freight Pre-Paid Basis.
9.0	Road Permit / E-waybill 	Shall be arranged by vendor (for Indian vendors)
10.0	Countries on banned list	The bidder shall get himself acquainted with the relevant Bangladesh laws as well as the import policy of the Government of People's Republic of Bangladesh remaining in force regarding import of banned item, if any, during the execution of the contract. In case of import of any banned items and/or contraband item, the consequential liability shall rest with the contractor. Similarly, the contractor shall be responsible for any non-conformance of Bangladesh Laws either by its own employees or any of the employees of its sub-contractors during the execution of the contract.
11.0	Certification for the sourcing of material.	As per Contractual requirement, goods and services of minimum 75% of the total EPC contract value are to be sourced by BHEL from India only, therefore, all bidders must be mandatorily required to mention value of content sourced from India in their offer to BHEL-PEM and must be required to submit documentary proof (while claiming payment) certifying the value of content sourced from India.

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12.0	 Transit Insurance	<p>Indian Supplier: Inland Insurance up to delivery Address (i.e. CHA Godown Chennai port 'or' Chennai port.)</p> <p>a) The inland insurance covering the vendor material from their works to the Chennai port shall be in BHEL scope, however, vendor shall intimate the insurance company (as mentioned at S.No. 13 below) before dispatch.</p> <p>b) Vendor shall not quote for any inland insurance for 2 X 660 MW BIFPCL MAITREE KHULNA STPP.</p> <p>Vendor shall inform the following details of dispatches to the Underwriter (refer details below at S.no. 13) under intimation to BHEL-PEM and BHEL ROD Chennai:</p> <ol style="list-style-type: none"> <li>(1) Policy No.</li> <li>(2) Consignee Name.</li> <li>(3) Consignment Details (items with their weights and value (in INR)).</li> <li>(4) Project Name and P.O. No.</li> <li>(5) LR No. and date, Dispatch origin and destination details, Inv. No.</li> </ol> <p><b>Foreign vendor:</b> For foreign supplies which are direct from third country to Bangladesh port, Insurance from the Vendor's works in the foreign country to the Bangladesh Port shall be covered under Marine Insurance Policy by BHEL. These supplies are on C&amp;F basis.</p>
13.0	<p>Policy No.</p>  Name of the insurance company details:	<p>#GDI/PBD/09/2018/MCE/P/0001 (C-1)</p> <p>GREEN DELTA INSURANCE COMPANY LTD. GREEN DELTA AIMS TOWER, 51-52, MOHAKHALI C/A, DHAKA 1212 CONTACT PERSON: SYED FORHAD ABBAS HUSSAIN PHONE NO.: +88-01911-345995 FAX: +88-02-985-1124 EMAIL: forhad@green-delta.com; info@green-delta.com</p>
14.0	GST Registration No.	BHEL-PEM: 09AAACB4146P2ZC

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15.0	Dispatch Documents required (to be furnished by Vendor for payment)	<p>Vendor to furnish the scanned copy of dispatch documents immediately on the date of dispatch for billing at BHEL end.</p> <p><b>For materials originating from non-Indian Territory</b></p> <p>(a). Three (3) original and Three (3) copies of clean bill of lading or One (1) clean original Airway Bill &amp; Three (3) copies, in case of air freight.</p> <p>(b). One (1) original and Three (3) copies of signed Invoices</p> <p>(c). One (1) original and Three (3) copies of Packing List (clearly showing number of packages, gross weight and net weight).</p> <p>(d). Three (3) copies of certificate of country of origin.</p> <p>(e). Copy of Customer/BHEL MDCC.</p> <p>(f). Three (3) copies of inspection certificate, if any, issued by the customer/his authorised representative.</p> <p>(g). Three (3) 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.</p> <p>(h). 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>(i) Shipping Specification – One (1) copy.</p> <p>(j). Quality Certificate – One (1) copy.</p> <p>(k). Approved Test Certificates, if any. - Three (3) copies.</p> <p>(l). Guarantee Certificate – One (1) Original + One (1) copy.</p> <p>(m). Inspection Reports – One (1) Original + One (1) copy.</p> <p>(n). PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.</p> <p><b>For Claiming Dispatch payments (for materials originating from Indian territory), Freight, MRC &amp; Services Payments - refer GCC.</b></p>
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16.0	Material Receipt Certificate (MRC)	<p>For Supply Packages, Material Receipt Certificate shall be arranged by BHEL-PEM.</p> <p><b><u>Payment linked to MRC</u></b> – In case MRC is not received within 120 days from the date of dispatch, then, receipted LR duly endorsed by BHEL-ROD Chennai/ BHEL CHA at Chennai Port (for indigenous bidders) and Bill of lading (for foreign bidders) shall be treated as MRC for vendor payment purpose.</p>
17.0	Taxes & Duties	<p><b>A) GOODS AND SERVICE TAX (GST)</b> Transaction between a manufacturer and merchant exporter is in the nature of supply and is not exempted under the GST laws. Accordingly, the <b>Indian bidder</b> should quote the relevant CGST/SGST/IGST in their bid. However, CGST/SGST/IGST will not be taken into consideration for the purpose of evaluation of the bid.</p> <p><b>B)</b> Being export project, the <b>Indian bidders</b> are required to consider all the applicable export benefits, if any, as per the Foreign Trade Policy 2015-20 and Custom Act. BHEL PEM will provide all the necessary support in this regard. The bidder is required to indicate the support required and the break-up of CIF content at the enquiry stage.</p> <p><b>C)</b> Custom duty shall be payable by BHEL/BIFPCL-BANGLADESH at the port of destination (BANGLADESH) 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 &amp; other incidentals at the port of destination for further replenishment supplies to be made.</p> <p><b>D)</b> 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 BANGLADESH port shall be paid by the vendor.</p> <p><b>E)</b> For <b>foreign vendors</b>, if any extra charges are incurred by BHEL during custom clearance at Bangladesh port due to non-compliance/insufficiency by foreign vendor, the same shall be to vendor account.</p>

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
**SPECIAL CONDITIONS OF CONTRACT (REV 01) dated 07/05/2019  
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	Taxes & Duties	F) In case of Order on foreign Vendor, the dispatches shall be on C&F basis and 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.									
18.0	<p style="text-align: center;">△ 1</p> <p><b>Loading criteria</b> (This clause is applicable only if bids are received from different countries against any tender)</p>	<p>FOR Chennai Port Price/ C&amp;F (Mongla port) price shall be loaded by following factors to arrive at Total FOR Site price for evaluation purpose.</p> <p>Loading for transportation &amp; Custom Clearance cost to reach material at Maitree project Site at Rampal right from receiving of Cargo at following Port: -</p> <table border="1"> <thead> <tr> <th>Delivery address</th><th>General Cargo (Rate PER MT in Rs)</th><th>ODC Cargo (Rate PER MT in Rs)</th></tr> </thead> <tbody> <tr> <td>From Chennai Port, India</td><td>3812</td><td>5026</td></tr> <tr> <td>From Mongla Port, Bangladesh</td><td>1201</td><td>1998</td></tr> </tbody> </table> <p><b>NOTES :-</b></p> <ol style="list-style-type: none"> <li>Bidders to quote weight/dimension of material in their quotation to BHEL-PEM.</li> <li>ODC shall be considered for 100MT or 13MX3MX3M Dimension, whichever is Higher.</li> </ol> <p>Also, Loading for any deviation to NIT documents shall be done as per provisions of GCC and its corrigendum, if any.</p>	Delivery address	General Cargo (Rate PER MT in Rs)	ODC Cargo (Rate PER MT in Rs)	From Chennai Port, India	3812	5026	From Mongla Port, Bangladesh	1201	1998
Delivery address	General Cargo (Rate PER MT in Rs)	ODC Cargo (Rate PER MT in Rs)									
From Chennai Port, India	3812	5026									
From Mongla Port, Bangladesh	1201	1998									
19.0	Guarantee Period	Guarantee period shall be as per clause no.12.0 of GCC rev no.06 or as specified in NIT, whichever is later.									
20.0	Unloading, Storage and Movement of Material within Site	<p>-By BHEL site office for Supply packages. (The Vendor shall furnish LR wise Gross Wt. and net weight of the consignment in attached format annex-A for the purpose of handling the consignment by BHEL site loading/unloading contractor).</p> <p>-By Vendor for Turnkey i.e. Supply and Erection &amp; Commissioning Packages.</p>									

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21.0	Inspection Agency (Domestic & Imported supply supplies)	Shall be informed later
22.0	 LD Calculation	<p><b><u>Indigenous vendor</u></b></p> <p>LD to be worked out/levied upto the date of handing over of the goods to BHEL--ROD / CHA at delivery point. Hence, original LR stamped with the date indicating the handing over date of consignments to BHEL-ROD / CHA to be submitted by the supplier to PEM as a proof of goods handed over to BHEL--ROD / CHA.</p> <p>All other LD terms shall be as per Clause no.16.0 of GCC REV 06 along with its GST corrigenda.</p> <p><b><u>Foreign vendor</u></b></p> <p>LD to be worked out/levied based on the date of Bill of Lading as delivery completion.</p> <p>All other LD terms shall be as per Clause no.16.0 of GCC REV 06 along with its GST corrigenda.</p>
23.0	 Clearing House Agents (CHA)	<p>Name of CHA: ABC INDIA LTD (ABCIL) ABCIL Contact Person: Mr. S. Mohapatra (ABCIL) Mobile – 9123679367, Mr. Shukla – 9381094952</p> <p><b><u>Port Address:</u></b> Chennai Port Trust Mr. Harshal Trivedi, Engineer/Docks Bharat Heavy Electricals Ltd Near Marshalling Yard, Chennai Port Trust, Chennai 600 001 Mobile no – 08680850932, 044 25362247/25360446</p> <p><b><u>BHEL-ROD –CHENNAI</u></b> contact details - Mr. Santosh Kumar Jena, Dy. Mgr will coordinate from ROD-Chennai. Mob – 09489202898, 044-24374317, E-Mail - santoshj@bhel.in</p> <p>NOTE: Indian Vendor shall confirm from BHEL about the delivery address (as mentioned above), before the dispatch of material.</p>
24.0	Packing Instructions	Refer Annexure –C for packing instructions.

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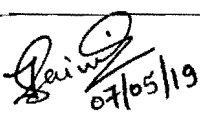
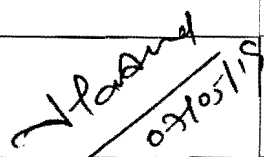
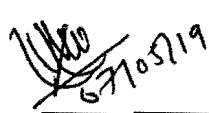
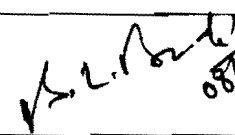
25.0	Excise Attestation at Works	<p>Sealing of containers – Procedure for sealing of containers shall be as per clause no B of circular no 26/2017-Customs dated 1st July, 2017 and other related circular thereof issued from time to time by Govt of India.</p> <p>For this purpose, PEM's supplier should send the packing lists to IO-Projects at least 2 weeks in advance to enable prepare Shipping Invoices for furnishing to the PEM's supplier for requisite attestations and sending to ROD Chennai through fastest means for a smoother and faster customs clearance under intimation to PEM, NOIDA.</p>
26.0	 Packing List and Routing of Packing Lists	<p>Copy of suggestive format is attached as <b>Annexure- A</b>. This format is to be strictly followed by the supplier/ bidder (applicable for those bidders to whom order shall be given by PEM).</p> <p>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. All PEM's suppliers to note that Chennai port would be the major port of shipment from India. Vendor will also provide soft copy (in excel format) of packing list to PEM, Noida.</p>
27.0	Advance intimation about dispatches BHEL-ROD Chennai, BHEL IO Project, New Delhi & BHEL-PEM NOIDA:	<p>An advance e-mail/fax intimation of dispatch of materials / Equipment shall be given by the supplier to PEM NOIDA, BHEL IO Lodi Complex, New Delhi and BHEL-ROD Chennai (The contact person &amp; Tel. no. &amp; address of ROD Chennai etc. shall be furnished later.</p> <p>All PEM's suppliers will give at least 15 days advance intimation to PEM NOIDA, ROD, Chennai &amp; 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.</p>

  
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28.0	Commissioning spares	The commissioning spares shall be properly packed separately in separate box as per approved sea worthy packing 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.
29.0	Mandatory Spares	Packing as per approved seaworthy packing instructions.  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.
30.0	Submission of Final Drawing / Documents along with O&M Manual, Type Test Certificates (if any)	As per GCC/ Technical specification/ Kickoff meeting.
31.0	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
Signature				
Name	JITENDER SAINI	HASEEN AHMED	ASIF IQBAL QURAISHI	B L BEDI
Designation	SR.ENGR /PG-1	MGR/PG-1	DGM/PG-1	DH/PG-I & II