

SPECIAL CONDITIONS OF CONTRACT (REV.-00)

2 X 600 MW SINGARENI THERMAL POWER PROJECT, ADILABAD



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 special condition of contract shall prevail over the general condition of the contract.

1.0	Project Name	2 X 600 MW SINGARENI THERMAL POWER PROJECT PEGADAPALLI (VILLAGE), JAIPUR (MANDAL), ADILABAD (DISTT.), ANDHRA PRADESH
2.0	Consignee Address	BHARAT HEAVY ELECTRICALS LIMITED 2 X 600 MW SINGARENI THERMAL POWER PROJECT, PEGADAPALLI (VILLAGE), JAIPUR (MANDAL), ADILABAD (DISTT.), ANDHRA PRADESH PIN CODE- 504216 (LR should be in the name of BHEL)
3.0	BHEL Site Office Address	CONSTRUCTION MANAGER BHARAT HEAVY ELECTRICALS LIMITED 2 X 600 MW SINGARENI THERMAL POWER PROJECT, PEGADAPALLI (VILLAGE), JAIPUR (MANDAL), ADILABAD (DISTT.), ANDHRA PRADESH PIN CODE- 504216
4.0	Customer Consultant	NTPC LTD, SECTOR-24, NOIDA-201301, U.P.
5.0	Mode of Dispatch	ROAD
6.0	BHEL Clearance for Despatch	MDCC BY BOTH BHEL & NTPC
7.0	BHEL clearance for road transport required	For all Transport By Road
8.0	Road Permit Required	Yes (Govt. of Andhra Pradesh Road Permit)
9.0	Freight	PREPAID BASIS (shall be considered for evaluation)

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- 10.0 **Prior dispatch intimation to BHEL site Office and Underwriters** **One set consisting of dispatch document to be sent to following:**
- a) BHEL Site Office
 - b) Chief of Power Project, 2X 600 MW Singareni Thermal Power Project, Pegadapalli (Village), Jaipur (Mandal), Adilabad (Distt.), Andhra Pradesh, Pin Code- 504216
 - c) Chief Coordinator (Power Projects), The Singareni Collieries Company Ltd, 1st floor, Singareni Bhawan, Red Hills, P.B. No. 18, Khairatabad P.O., Hyderabad- 500 004, Andhra Pradesh
 - d) BHEL, PEM (PG-I -2), Noida
 - e) Insurance Company
- It is Vendor's responsibility to ensure availability of trucks well in advance where consignment will require more number of trucks to be deployed for dispatch. No concession for non-availability of trucks, after having given dispatch clearance shall be admissible.
- 11.0 **Transit Insurance** **By BHEL**
- 12.0 **Insurance details Policy No. Intimation to Underwriters** **To be informed later**
- 13.0 **Sales Tax No.- BHEL** **BHEL TIN No. - 09765702874**
BHEL TAN No. - MRTB01278E
BHEL PAN No. – AAACB4146P
- 14.0 **A. Customer CST TIN No.** **28150117915**
B. Customer TAN No. **HXDT01551E**
- 15.0 **Documents Required (For Supply payment) DIRECT PAYMENT (Original + 8 copies)** **For payment, the supplier/vendor shall provide following documents to BHEL/PEM – Project group**
- a) Original Invoice along with copy of Excise Invoice
 - b) LR/GR/RR (Consignee copy)
 - c) Packing List indicating quantity & gross weight/ Net weight and ref. of LR
 - d) Copy of Road Permit
 - e) Vendor COC
 - f) NTPC CLEARED CHP (if applicable)
 - g) BHEL & NTPC MDCC
 - h) BHEL Cleared CQIR Report/ Release Note of Third Party Inspection agency
 - i) Test Certificates
 - j) Guarantee Certificates
 - k) Copy of letter addressed to Insurance Co.

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Note:

i). **Eight (8) sets** of above documents are required for vendor payment in addition to documents required as per GCC of N.I.T.

16.0 **Unloading at site**

By BHEL site office for supply packages

NOTE: - Please note that unloading of materials at site shall take at least 3-4 days. As such, transporters to be advised suitably before dispatch of materials in this regard. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in S. No. 10 above is solicited.

17.0 **Storage at site**

By BHEL site office for supply packages

18.0 **Movement of Material within Site**

- a) By BHEL site for Supply Packages
- b) By vendor for Turnkey Packages (Total Scope including Supply, Erection & Commissioning)

No movement of loose materials shall be allowed. Items are to be properly packed to ensure proper and safe transportation & storage at site.

19.0 **Taxes and duties**

i) Concessional custom duty @ 5% shall be applicable for packages noted below and customer shall arrange Essentiality Certificate for availing concessional custom duty benefits. Vendors to quote their prices considering Concessional custom duty i.e. 5% (presently).

ii) Packages in which CIF is applicable –

For Main Supply-

Plate Heat Exchanger, COLTCS, Self Cleaning Strainers, Spring Loaded BY Pass Valve, Angle Drain Valve and VIS for TG Foundation.

For Mandatory Spares-

Angle Drain valve

iii) Excise Duty - Vendor to quote Excise Duty at applicable rate & amount on self manufactured items & same shall be considered for evaluation.

Entry Tax (if applicable) is reimbursable from customer and the same shall be quoted separately. However it will not be considered for evaluation.

Central Sales Tax/ VAT – Vendor to quote Central Sales Tax/ VAT at applicable rate & amount and same shall be considered for evaluation.

Necessary Forms for claiming concessional tax viz Form C shall be provided by BHEL against E I/E II form.

VAT on your intra-state dispatch shall be paid subject to conditions specified in Annexure-I.

iv) Service Tax – Vendor to quote Service Tax at applicable rate & amount and same shall not be considered for evaluation purpose.

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Following information shall be provided by vendor in the Service Tax Invoice:-

- a) Vendor Service Tax Registration No. (15 digits)
- b) Nature of Service and its code
- c) Name and address of Service provider (Vendor)
- d) Name and address of Service receiver (BHEL, PEM, NOIDA)

20.0 **Type of Project**

Project Import

21.0 **Third Party Inspection**

The bidder shall note that the equipment shall conform to the technical requirement of the Technical Specification. The equipment supplied should be new and of best Quality manufactured in line with the PEM/Customer/NTPC approved drawings/ data sheets/ QP in CAT-I. The equipment shall be inspected by BHEL/ Third Party Inspection agency/ NTPC (in India) for which detail shall be notified to the supplier at a later date. **The charges for Independent Surveyor/ Third Party Inspection agency shall be borne by BHEL.** Imported equipments shall be inspected by BHEL/NTPC approved third party & inspection charges to be borne by bidder. Bidder have to include the same cost in their base price and furnish break-up of the same separately.

BHEL-PEM shall confirm to the bidder at Enquiry stage whether the package/ system/ item at their sub-vendor works shall be inspected by BHEL/ Third Party Inspection agency/ NTPC and accordingly the vendor has to arrange inspection by the identified Inspection agencies.

The inspection by BHEL/ Independent Third Party agency/ NTPC shall be carried out on the basis of BHEL-PEM/ NTPC CAT-I approved QP, Drawing/ Data sheet etc. Such inspection does not relieve the supplier of their responsibility, as regards bad workman ship or any other defects.

The Release note by Third Party Inspection agency/ Clear CQIR from BHEL/ NTPC CHP or MDCC/ Joint Inspection Report of Third Party Inspection agency and BHEL/NTPC, as applicable shall be forwarded by supplier to PEM, Noida for issue of MDCC by PEM, Noida.

The bidders to note that on the basis of Release note by Third Party Inspection agency/ Clear CQIR from BHEL/ NTPC CHP or MDCC/ Joint Inspection Report of Third Party Inspection agency and BHEL/NTPC confirming the conformity of goods to contractual conditions, BHEL-PEM shall issue the Material Dispatch Clearance Certificate (MDCC) for dispatch of goods. Supplier to note that NO dispatch of goods, is permitted without obtaining MDCC from BHEL-PEM/ MDCC from NTPC.

Note:- Vendor has to send original consignee LR/RR along with packing list to BHEL/PEM immediately after loading of material for endorsement. Indigenous items shall be delivered on FOR Despatch Station Basis.

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22.0 Dispatch markings

Each box shall be marked with Capital Letters in "Red" indicating the **PEM SUPPLY (Main or Commissioning spare) for 2 X 600 MW SINGARENI THERMAL POWER PROJECT**

NOTE: Main supply item and items for commissioning spares must be packed separately.

Each package delivered under the Contract shall be marked by vendor 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 consignee, the Gross weight and Net weight of the package, the name of the Vendor, PEM P.O. reference number, with a distinctive number of mark sufficient for purposes of identification. Besides above necessary, packing shall bear a special marking 'TOP', 'BOTTOM', 'DO NOT TURN OVER', "KEEP DRY", "HANDLE WITH CARE", etc

IMPORTANT: -

- One copy of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also
- The Packing list details for the consignment must be put inside the Box/Boxes.

Items like pumps, Valves, Hoists, Cranes, etc shall essentially have OM Manuals and E&C guidelines duly enclosed in the packing box. Certificate to such effect shall also be reflected in packing slip.

Commissioning Spares

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

Mandatory Spares

The Mandatory spares shall be properly packed separately in separate box painted in Red, 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 CUSTOMER 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 SCCL. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference.

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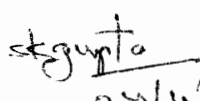
2 X 600 MW SINGARENI THERMAL POWER PROJECT, ADILABAD



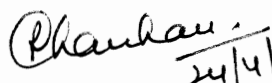
23.0 Delivery Order document submission

To effect sale in transit, bidder shall have to obtain format of Delivery Order document (attached with SCC) duly filled in by purchaser at the time of issue of MDCC. The filled in delivery order document shall form part of LR issued and shall be carried by the transporter to the destination along with consignment.

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	PREPARED BY	CHECKED BY	REVIEWED/ APPROVED BY
NAME	BHAVNA SHARMA	I.P.SINGH	S.K.GUPTA
DESIGNATION	ENGINEER/ PG-I-2	MANAGER/ PG-I-2	ADDITIONAL GENERAL MANAGER/ PG-I-2
SIGNATURE			
DATE	23/04/12	23/4/12	24/4/12

Vetting by Finance


24/4/12

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ANNEXURE - I

In order to avail the benefit of input tax credit available to BHEL in case of VAT leviable on intra-state transaction between BHEL and vendor, & to fulfill the compliances as per requirements of applicable State's VAT law, the following modality shall be applicable:

BHEL has identified a nodal agency in each State to take care of VAT compliances in the State in which project is located. For the subject project nodal agency shall be :

Name of BHEL Unit :- BHARAT HEAVY ELECTRICALS LIMITED

Address:- BHEL R. C. PURAM, HYDERABAD - 502032

TIN No. :- 28360151179

Nodal agency is defined as Buyer and BHEL/ PEM shall be paying agency in such cases, where VAT is applicable.

Vendors' original tax invoice for intra State transactions is one of important documents for availing Input Tax credit. In this regard the following may be noted by all vendors for strict compliance:

- As a general rule, a tax invoice must be original, must contain vendor's TIN No with full address, invoice no & date, product description with unit rate, quantity, value, VAT rate, VAT amount, gross value of bill, **buyer i.e. BHEL's address with TIN No.** (as given above) special marking like "Original" and/or "valid for input credit"/ Buyer can take credit against this" etc as per applicable State VAT law.
- Please note that BHEL's address and TIN to be mentioned in vendors tax invoice shall be **principal place of business & applicable TIN No. of nodal agency of BHEL, as given above. In no case the vendors, invoices shall be addressed to BHEL PEM nor shall they contain our TIN.** However for payment purposes, the invoice may mention BHEL PEM as paying authority.
- As original tax invoice of vendors are to be furnished to nodal unit for assessment/VAT audit purposes, extra copy of Original invoice is required to be submitted by vendors for retaining with PEM bank payment voucher.
- Original tax invoice along with extra copy of Original Tax invoice in line with respective state VAT law shall be essential document to be submitted by vendor for claiming payment.
- Vendor shall also furnish a certificate/statement/document as prescribed under applicable State VAT law. Please note that some of the States requires additional certificate/documents e.g. Haryana requires certificate in form C-4 in addition to original tax invoice.
- Please note that reimbursement/payment of VAT shall be subject to furnishing of VAT compliant tax invoice and other certificate/document as per applicable State VAT law.
- Tax invoice must show VAT rate & VAT amount separately and in no case all inclusive prices is to be shown in the tax invoice since input credit is not admissible in case VAT is not indicated separately.
- In case vendor is unable to furnish VAT compliant tax invoice & other certificate/document, VAT shall not be reimbursed by BHEL.
- Where the supplies are made from within the same state where the project is located, the vendor has to provide VAT Tax Invoice for such supplies even if the price quoted is all inclusive.

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