

PEM JCOMMERCIAL. BHEL, PPEI, NOIDA

SPECIAL CONDITIONS OF CONTRACT (REV01)

2X 600MW VISA RAIGARH TPP

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 **SEC** shall prevail over the **Gee**.

1.0 Project Name :- 2 X 600MW VISA RAIGARH TPP

2.0 Consignee Address BHEL
VILL :- DEVERI & DUMARPALI
TALUKA:-RAIGARH
DIST RAIGARH
CHHATTISHGARH

Note: In LR consignee address would be BHEL. However in invoice buyer would be BHEL & ultimate consignee would be VISA POWER LIMITED.

3.0 BHEL Site Office Address: CONSTRUCTION MANAGER
BHEL-SITE
VISA POWER LIMITED
VILL :- DEVERI & DUMARPALI
TALUKA:-RAIGARH
DIST :- RAIGARH
CHHATTISHGARH

4.0 Customer Name & address: VISA POWER LIMITED
VILL:-DEVERI & DUMARPALI
TAKULA:-RAIGARH
DIST:-RAIGARH
CHHATTISHGARH

5.0 Customer Order Ref No:- LOA No. VpUCG/BTGIO01 DATED-28-06-2010

6.0 Mode of Dispatch:- ROAD & RAIL TRANSPORTATION



7.0	<u>Road Permit Required:-</u>	NO.
3.0	<u>LOA Date:-</u>	<u>20-07-2010</u>
9.0	<u>Zero Date:-</u>	<u>09.08.2010</u>
10.0	<u>Synchronization:-</u>	08.07.2013 FOR UNIT#1.PHASE SHIFT OF 4 MONTHS EACH FOR UNIT#2.
11.0	<u>COD</u>	8-10-2013 FOR UNIT#1.PHASE SHIFT OF 4 MONTHS EACH FOR UNIT#2.

12.0	Prior Dispatch intimation to BHEL Site Office and Underwriters :-	Yes. one set of LR f RR copy, Packing List! Challan indicating the items dispatched (with their weights) and letter informing the underwriters about the value of consignment and dispatch details to be sent to: a) BHEL Site office b) BHEL, PEM, PPEI-Noida (MM)
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13.0	<u>Transit Insurance</u>	By BHEL (Vendor to intimate the underwriters quoting the insurance Policy No, As below)
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Policy No.	Informed later
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Underwriters	Informed later
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14.0	Customer (VISA) CST	Informed later
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15.0	TIN NO.	Informed later
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16.0	Unloading at site	By BHEL site office for supply packages. (The Supplier shall give LR wise Gross Wt. Of the consignment for the purpose of handling the consignment by BHEL site loading/unloading Contractor)
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- 17.0 Storage at site By BHEL site for supply packages
- 18.0 Movement of Material within Site
 - a) By BHEL site for supply packages
 - b) By vendor for Turnkey i.e. supply and Erection & Commissioning packages
- 19.0 DOCUMENT REQUIRED FOR VENDOR PAYMENT. For customer billing by PEM the supplier shall provide the following Documents to MM:-
 - A Supplier Invoice - 3 Copy
 - S. LR-Original +2 copies/Receipted LR as applicable
 - C. Copies of Packing List indicating Quantity! Gross weight Net weight - 3 Copies

VERY IMP:- **IN PACKING LIST GROSS & NET WEIGHT OF THE DESPATCHES TO BE CLEARLY INDICATED AGAINST EACH LR OTHERWISE VENDOR INVOICE SHALL NOT BE PROCESSED.

 - D. BHEL-MDCC where inspection only by BHEL-PEM
 - E. Customer MDCC where customer involved in inspection.
 - F. Guarantee certificates
 - G. Insurance intimation
 - H. Excise invoice(duplicate for transporters copy) for CENVAT

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20.0 Material Receipt Certificate (MRC)

- a) For Supply Packages BHEL/PEM will arrange MRC from BHEL Site, however supplier/contractor shall provide support for verification of material at site if required.
- b) For Turnkey i.e. Supply and Erection & Commissioning packages. Original MRC duly signed by customer & BHEL-Site is to be arranged by vendor for their MRC payment.

21.0 **Despatch** Markings:.

Each Drum shall be marked with Capital Letters in Red indicating Main **Supply OR** Commissioning spare

Each package/Drum delivered under the Contract shall be marked by Supplier as per ~~details~~ listed below and such marking must be distinct and in English language (all previous irrelevant markings being carefully **obliterated**) for purposes of identification.

Each and every box (package) **shall** be with following:-

- 1) Name and address of consignee:
- 2) Project reference:
- 3) Customer Contract No.
- 4) Vendor Name:
- 5) PEM PO. No
- 6) Gross Weight/ Net Weight (Without Gross Weight/ Net Weight ~~mention~~ on LR, Vendors invoice can not be processed)
- 7) No.: (1/10, 2/10, 3/10 when there are 10 packages for one consignment)
- 8) Packing Mark: (symbols indicating "TOP" and other special marking)
- 9) Type of Equipment: "E" (for equipment supply)
"T" (for Tools & **Tackles**)
"S" (for Mandatory Spares)

Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.

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IMPORTANT:-

One copy of respective standard manufacturer's erection instruction/operation manual shall be kept in each package/container for immediate reference by BHEL site.

NOTE:-

The Copy of complete Packing list for the consignment must be put inside the Box/ Boxes.

8+soft copies of supplier's Erection / Instruction manuals to be given to the SHEI, PEM, PPEI-Noida (MM) within 30. days of despatch for handing over to Customer/ BHEL site.

Each box/ Drum shall be marked with Capital Letters in Red indicating

Ultimate Destination:

2 X 600MW VISA POWER

- | | | |
|------|---|--|
| 22.0 | <u>Commissioning spares:</u> | 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. |
| 23.0 | <u>Mandatory Spares:-</u> | The Mandatory spares shall be properly packed separately In separate box indicating Mandatory Spares in bold letters each spare shall be properly tagged giving item number of the equipment in line with the 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 PEPI. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc. Mandatory Spares shall be handed over directly to customer stores othelwise transportation charges shall be debited against transportation of materials from BHEL store to customer stores in account |
| 24.0 | Package for which CIF value considered: | PHE, ANGLE DRAIN VALVES, CCS GATE GLOVE NRV. |

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Taxes & Duties:-

25.0

All Bidders to note that this is a Mega international Competitive Bidding Project and Project Authority Certificate will be issued by VISA (customer). Under this Project Authority certificate, Zero % Custom Duty shall be applicable on the Imported Contents of the supplier.

VISA Shall issue PAC to BHEL as main contractor for availing zero custom duty for the imported supply applicable for this project ordered by PEM, PPEI, Noida and based on above PAC BHEL, PEM shall issue PAC to each sub-vendor based on the imported items agreed with customer (VISA). The Bidder to indicate the Import contents i.e list of the item, Currency of Import and Country of Import at the time of finalization of the bid/final prices. Bidder has to pass on the benefit of availing **Zero % custom duty** in price offered to BHEL and provide a certificate with a un-priced bid that zero % custom duty on the Import contents have been considered in their price offered to BHEL as per applicable PAC mentioned above.

All bidders to note being a Mega Project the **Excise Duty (NIL)** shall not be included in their prices to BHEL as per the nature of the project. Vendor to include CST/VAT in their prices however CST/VAT will not be included in evaluation.

In case BHEL/Customer fails to issue PAC, Custom duty, Countervailing duties, Excise duties, Cess on ED paid by bidder on imported items & local dispatches will be reimbursed on actual basis against submission of necessary documents. **Vendors to mention in their bids custom duty/excise duty rate & amounts respectively in order to facilitate payment of same in case mega status is not granted.**

Also refer annexure-1 enclosed for VAT.

26.0

Inspection Agency:-

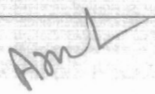
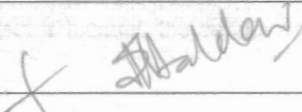
BHEL & VISA

Vendor shall give inspection call on VISA format in line with approved QP to Regional BHEL-CQS WEB SITE with a copy of inspection call to BHEL-PEM (MM) for arranging Customer participation in inspection/ Joint inspection on the proposed date **with an advance notice of 15 – 20 days**. The MDCC shall be issued by BHEL based on Joint inspection report of BHEL CQS & VISA/ Customer Agency (as nominated by VISA). **The MDCC issued by BHEL in original shall be attached by bidders for their payment from BHEL.**

27.0

Final Drawings / Documents Submission:-

Final Drawing / Documents to be submitted shall be as per Technical specifications otherwise it will be intimated during kickoff meeting.

	PREPARED BY	ISSUED BY
Name:	ANIL KUMAR PAL	PERMINDER SINGH
Designation:	DY.MGR ,PEM-PG-II	AGM / PEM-PG-II
Signature:		
Date:	30 th June, 2011	30 th June, 2011

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

BHEI 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:

Bharat Electricals limited,

PSWR SITE OFFICE, 2X250 MW BESCO,

Site, Purna, P.O. Bhilai-3,

Distt. Durg - 490021, Chhattisgarh.

VAT TIN NO:- 22173202974

Nodal agency is defined as Buyer and PEM be paying agency in cases, where is applicable.

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

- As a general rule, a 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. SHEI's address with TIN No. (as given above) special marking like "Original" and/or for input credit"/ Buyer can take credit against this etc as per applicable State VAT law.
- Please note BHEI's address and TIN to be mentioned in vendors ~~tax~~ invoice shall be principal place of business & applicable TIN No. of nodal agency of SHEI, 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, [he invoice may ~~mention~~ BHEI PEM as paying
- As original tax of vendors are to be furnished to nodal unit for assessment/NAT audit purposes, extra copy of Original invoice is reqd to be submitted by for retaining with PEM bank voucher.
- tax invoice along with eXira copy of Original Tax invoice in 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 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 invoice for such supplies even if the price quoted is all inclusive.