

SPECIAL CONDITION OF CONTRACT REV.02 DTD. 17/05/2014

400 MW GAS TURBINE POWER STATION PHASE-II, MARIB (YEMEN)

These conditions shall be read & construed along with General Condition of Contract, sent along with tender enquiry and in case of any conflict or inconsistency; the Provision of these special conditions of contract shall prevail.

1.0 CONSIGNEE: CENTRAL BANK OF YEMEN, SANA'A

LC NO. - EC/030/2011

**NOTIFIED TO: PUBLIC ELECTRICITY CORPORATION,
SANA'A REP OF YEMEN**

2.0 ENTRY POINT IN YEMEN:

- Hodaidah Port
- Sana'a International Airport

3.0 LOCATION:

The project site is located in Safir which is approximately 3 KM to the west from YEMEN Hunt Oil Company Camp, at the branch road to the KPU approximately 60 KM from the town of Marib. Elevation from sea level is 1100 meters.

4.0 COUNTRIES OF ORIGIN:

EUROPE, USA, CANADA, SINGAPORE, INDIA, U.A.E., ARGENTINA, JAPAN, INDONESIA, SOUTH KORIA, SAUDI ARABIA, OMAN, AUSTRALIA, TAIWAN, TURKEY, CHINA, EGYPT, GERMANY (GAS TURBINE HAVE TO BE GERMAN ORIGIN FROM SIEMENS COMPANY MANUFACTURE) AND BRAZIL.

5.0 Delivery Point: CHA Godown Mumbai Port 'or' Mumbai Port.

6.0 TAXES & DUTIES ON SUPPLY:

6.1 DOMESTIC MANUFACTURER/ SUPPLIER's:

- 6.1.1.** This being a Physical Export Project, the benefit of movement of goods without payment of Excise duty on vendor's self-manufactured items and NIL Sales Tax against Form-H shall be available. The statutory changes in Taxes/ Duties and Levies, if any, imposed by State/ Central Govt. during the contract delivery period on vendor's self-manufactured items, shall be covered under this exemption. The bidder to note that exemption of excise duty and taxes on bidder's sub vendor items shall be covered under the undertaking (Refer 6.1.1A-II). The bidder to consider NIL Excise duties & NIL CST of their sub vendor's items in their prices to BHEL.

In order to avail the Exemptions for payment of Excise duty, the following procedure shall be followed by the Indian bidders.

6.1.1. (A) CLEARANCE OF GOODS BY UNDERTAKING BY VENDOR:

- I) The bidder shall register their undertaking themselves with their local range Excise office by submission of undertaking for movement of goods without payment of Excise duty & the relevant ARE-1 Form. The ARE-1 Form shall be prepared in Quintuplicate & signed by bidder & also same shall be signed by competent authority in BHEL-PEM/PG-I (2), NOIDA at the place provided as Exporter of goods to YEMEN for above Expansion project. The complete responsibility of cancellations of the undertaking & ARE-1 with their local excise office, after the dispatch of materials to 'Delivery Point' (as mentioned in cl. no. 5.0), shall rest with the bidder without any participation by BHEL PEM. However, relevant documents for cancellation of their undertaking after completion of dispatches i.e. Bill of Lading, copy of Shipping Bill & copy of the BHEL invoice raised to customer (if required) shall be provided by BHEL to respective bidder/ supplier.

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II) PEM supplier shall cover the supplies of their sub-vendor under the above undertaking registered with their local range Excise Office, for availing the exemption in payment of excise duty at the time of movement of goods from their sub-vendor works / BOI either to BHEL's 'Delivery Point' (as mentioned in cl. no. 5.0) OR to their works as Physical Export for YEMEN Expansion Project. The requisite ARE-1 Form shall be dealt between the PEM supplier & their BOI supplier. The cancellation of the said undertaking shall remain the responsibility of the PEM's supplier without any involvement of PEM NOIDA. However, any document, if required by the PEM supplier from BHEL-PEM as main exporter for the registration of their undertaking OR for cancellation of Export Obligations shall be provided. The requisite documents shall be identified by the PEM supplier with BHEL-PEM at enquiry stage under commercial clarifications OR before the price bid opening.

The supplier has to give an undertaking in writing to PEM, NOIDA along with Price Schedule that all Export benefits as applicable for self-manufactured or their BOI have been considered in line with above Conditions of SCC while making price offer to BHEL-PEM.

6.1.1(B) EXEMPTION OF EXCISE DUTY BY BLOCK TRANSFER & ARE-1 by BHEL-PEM, NOIDA:

Alternatively, BHEL PEM shall register the Excise Bond with Excise Commissioner NOIDA for this Project for permission to dispatch the goods without payment of Excise Duty from their vendor's works anywhere in India, by Block Transfer & ARE-I.

In this regard, BHEL-PEM, NOIDA shall issue the Block Transfer (CT-1) & ARE-1 to the supplier for availing above-mentioned exemptions. In order to get the Excise duty Block Transfer & ARE-1 issued from BHEL-PEM, the bidder shall give request in writing before the dispatch of goods, to BHEL-PEM indicating the exact amount of Excise duty involved, rate of excise duty including of *Education cess*, items descriptions, Tariff Head/ chapter etc. for issuing Block Transfer & ARE-1 to the supplier, to their respective Excise range/Office out of the Main Excise Block registered by BHEL PEM NOIDA with the office of Excise Commissioner NOIDA.

The ARE-1 in Quintuplicate shall be issued by BHEL PEM NOIDA as **Main Exporter** to the successful bidder (only to the supplier on whom order is placed) and bidder shall also sign on all copy of ARE-1 with their Company Seal at the respective place provided in the ARE-1 (as Co-exporter). The cancellation of such Block Transfer shall be done by BHEL-PEM, NOIDA. However, the supplier shall be responsible & bound to forward pink copy of the ARE-1 to the BHEL PEM required as one of the enclosure for cancellation of the Excise Bond OR copy of the letter from the Local / Range Excise Office forwarding the PINK copy of the ARE-1 directly to the Office of the Excise Commissioner NOIDA, shall be given by the supplier to BHEL-PEM, NOIDA.

6.1.1(C) CENTRAL SALES TAX:

- I) For Central Sales Tax purposes, BHEL-PEM shall provide H-Form to the respective bidder / supplier after the dispatches to avail the benefit of NIL Sales Tax. Thus, NIL Excise duty & NIL Sales Tax to be charged by bidders in their quoted prices in the BID, for their Package to the BHEL. *For obtaining H-form by supplier from PEM, a SEPARATE REQUEST SHALL BE MADE BY SUPPLIER ENCLOSING THEIR INVOICES AND LIST OF package (Number) dispatched.*
- II) Before dispatch of materials, bidder shall get all Cases/ Boxes stamped by Superintendent Excise of their area/ range, so as to avoid the opening/inspection of these boxes by Custom Authority at Port of dispatch in India.

6.1.1. (D) CUSTOM DUTY:

- I) Custom duty shall be payable by BHEL/PEC-YEMEN at the port of destination (YEMEN) 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 & other incidentals at the port of destination for further replenishment supplies made.
- II) 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 YEMEN port shall be paid by the vendor.

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- III) The materials that are available locally at Yemen, like cement, reinforced steel and wood, the vendor will bear all custom duties, expenses and fees in case of importing from out of Republic of Yemen.

- 6.2 a) The bidder/supplier to note that No custom duties/Foreign exchange etc. on the Equipment/ assemblies required by bidder for their Assemblies/finished equipment/supplies for 400 MW GAS TURBINE POWER STATION PHASE-II, MARIB (YEMEN) shall be admissible. BHEL shall not bear any liability arising out of foreign Exchange Rate Variation (ERV) OR on account of statutory variation in custom duty for any of the items imported by the bidder for supplies to BHEL for 400 MW GTPSPHASE-II, MARIB (YEMEN) project.

- b) *In the circumstances, if supplier is importing raw material like copper etc. for manufacturing cables etc. to physically export to 400 MW GTPSPHASE-II, MARIB (YEMEN), the supplier shall pay the custom duty on Raw materials at port on copper etc. as per Law and shall avail drawback of duty paid to custom later by himself without involving BHEL. The supplier shall declare this raw material CIF contents at enquiry stage separately in their prices to BHEL-PEM before price bid opening. The supplier shall declare to BHEL-PEM that nil custom duty has been considered for the identified imported raw materials in their offer to BHEL PEM. The supplier at enquiry stage shall identify the documents required from BHEL PEM for claiming duty drawback. BHEL shall consider giving the Disclaimer certificate OR any other documents needed for custom duty drawback to the supplier after physical export of finished supplies from the said supplier to 400 MW GTPSPHASE-II, MARIB (YEMEN).*

OR alternatively the supplier to obtain advance license from DGFT for availing NIL custom duty on raw materials i.e. copper etc.. BHEL shall provide the necessary customer contract documents for obtaining such Advance License by supplier. Also cancellation of export liability for advance license shall remain with the supplier; however their License number shall be included in the B/L OR AWB at the time of dispatch as proof of utilization of raw material and export shipment. Any other documents like Disclaimer certificates if required shall be given by BHEL PEM to facilitate the advance License utilization/cancellation by the supplier for 400 MW GTPSPHASE-II, MARIB (YEMEN).

- c) In the circumstances, PEM supplier is importing part finished/ finished equipment or items from the countries as mentioned under Sr.No.4& intends to bring the same to Mumbai Dock and keeping it in the bonded warehouse for re-exporting to YEMEN without taking such equipment to their works for further value additions. The **HIGH SEA SALES** shall be agreed between BHEL-PEM & PEM's suppliers through High Sea Sales agreements. Also the Documentation/ Bonds etc. relating to storage of material in bonded warehouse in the custody of custom authorities without payment of custom duty for re-exporting to YEMEN by the PEM supplier shall be signed by BHEL-PEM (Main Exporter) with the custom authorities at Mumbai Dock being the material required for Physical Export to YEMEN Project.

Supplier shall arrange the documentations and preparation of bond required for bonding of materials. The bonded warehouse charges shall be borne by the supplier. The Supplier shall be required to declare the break-up of CIF contents at enquiry stage before price bid opening in the manner as given below.

I) Direct Import from 3rd country to YEMEN, if permitted by rules & PEM.

II) 3rd country Import to be brought to India for consolidations under customs bonded warehouse by making High Sea sales by BHEL.

No custom duty on above items I) & II) shall be included in the price bid to BHEL-PEM. The financial liability, if any arising due to High Sea Sales agreement shall be borne by the supplier.

7.0

- a) The bidder to quote their firm prices up to the 'Delivery Point' (as mentioned in cl. no. 5.0). The N-Form at the Octroi Naka shall be arranged by BHEL. However, the Clearing House Agent (CHA) shall handle the consignment from his Godown OR at port on behalf of BHEL-PEM & custom clearance inside the port for handling the consignment from Octroi Naka to the vessel shall be arranged by BHEL appointed CHA on behalf of BHEL-PEM. The CHA charges for above activities inside the Mumbai Port shall be paid by BHEL to Clearing House Agent.
- b) **Supervision of Erection & commissioning:** Wherever supervision of Erection & commissioning has been put under bidder's scope along with material supply, bidder to quote as per Clause no. 10.2 of this Special condition of contract for supervision charges.

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7.0 For any dangerous goods/inflammable goods like Gas, paint, oil, etc, the vendor to furnish the chemical composition/specifications, dangerous goods HAZ certificate & safety certificate by authorized agencies prior to dispatch.

9.0 Formalities in Connection with 'N' form:

After the shipment is effected, requisite formalities for cancellation of N-Form indicating Physical Export of the goods earlier exempted from payment of Octroi at Mumbai will have to be ensured. PEM with the support of supplier to ensure the timely cancellation of N-Form i.e. within 7 days of the sailing of the vessel out of Mumbai Dock.

No N-Form is applicable if goods are shipped in containers from JNPT Port, Mumbai.

10.0 TERMS OF PAYMENT:

10.1 SUPPLIES

a) For Indian Bidders:

- **90% Payment** –Ninety Percent (90%) of basic Price of materials supplied, as pr PO, along with 100 % taxes & duties (as applicable), shall be paid against receipt of material at Delivery Point.

PAYMENT WILL BE RELEASED WITHIN 60 DAYS AFTER RECEIPT OF COMPLETE DOCUMENTS AS PER ORDER/CONTRACT (45 DAYS FOR VENDOR QUALIFIED & REGISTERED AS MICRO OR SMALL AS PER MSMED ACT).

- **Balance 10%** of basic price along with freight payment, shall be paid after **180 days from date of the receipted LR from the 'Delivery Point'** (as mentioned in cl. no. 5.0) as **Proof of delivery**, with submission of all final documents for the packages mentioned under cl no. 9.1.2 of GCC rev.06 & duly certified by PEM- Engineering.

b) For foreign bidders please refer clause no.13.2 of S.C.C.

10.2 SUPERVISION OF E&C: (Payment as per clause no. 9.5 of GCC REV.06)

Payment shall be released by BHEL-PEM/BHEL-PSNR (shall be intimated at the time of placement of PO) after receiving necessary certificate from site authorities.

The SCC for vendor supervision is attached as **Annexure-II**, indicating various terms & facilities which will be provided by BHEL at project site and also the schedule of rates format, which shall be basis for quoting the prices for supervision of E&C portion of the package. In the enquiry it shall be specifically mentioned that whether the package is supply only OR Supply & supervision of E&C. The SCC shall be applicable for those packages, which are indicated by BHEL-PEM as Supply & supervision of E&C only. The bidder to quote accordingly to BHEL-PEM.

PAYMENT WILL BE RELEASED WITHIN 60 DAYS AFTER RECEIPT OF COMPLETE DOCUMENTS AS PER ORDER/CONTRACT (45 DAYS FOR VENDOR QUALIFIED & REGISTERED AS MICRO OR SMALL AS PER MSMED ACT).

11.0 Insurance:

Indian Supplier: Inland Insurance up to FOB Mumbai

- a) The inland insurance covering the vendor material from their works to the Mumbai Port shall be taken by BHEL and the details of the same shall be intimated to the successful bidder before dispatch of consignments to Mumbai port.
- b) Vendor shall not take any inland insurance for 400 MW GTPS PHASE-II, MARIB (YEMEN).

Foreign vendor:

For foreign supplies which are direct from third country to Yemen port, Insurance from the

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Vendor's works in the foreign country to the Yemen Port shall be covered under Marine Insurance Policy by BHEL. These supplies are on CFR basis.

12.0 BILLING SCHEDULE/SHIPPING LIST FOR SUPPLY PORTION

Billing Schedule shall be prepared by the vendor and submitted to BHEL-PEM for approval (in the event order is placed by BHEL-PEM). The freezing of Billing Schedule in cat-I approval is must before commencement of dispatches. No payment shall be made in the absence of approved Billing Schedule. The Billing Schedule shall contain the following:

Lists of all items of total scope of supply both manufactured at vendors works and sub-vendor's items with unit and total price (the 'Delivery Point' (as mentioned in cl. no. 5.0)) along with Gross and Net weight. No item is to be made as free issue required for completion of supply scope/ system.
Quantity shall be indicated only in numbers and not as Sets or Lots.

The Billing Schedule for Recommended Spares as applicable as per the enquiry requirement shall be approved separately by BHEL-PEM in consultation with Engineering before the dispatches of such Spares.

13.0 INVOICES VIS-À-VIS PAYMENT:

13.1 INDIAN SUPPLIER:

Billing documents are given as below:

- a) Supplier Invoice
- b) Packing List as per sl. no. 19.0 duly signed by PEM inspection agency/ supplier.
- c) ARE-1 Copy.
- d) BHEL-CQS (Region) CQ-IR indicating Code-A for all inspected items as finally accepted./Third Party (Independent Surveyor) Inspection Release Note./Manufacturing control certificate/ inspection certificate issued by PEC, if applicable, as per cl. no. 13.3.(if equipment is tested in the presence of PEC representative)
- e) Third Party Packaging Inspection (Independent Surveyor) Release Note.
- f) BHEL-PEM MDCC in original.
- g) In case of air freighted consignment (as 3rd country import by Indian Supplier), one original of Air Way Bill (AWB) consigned and notified to parties as in Sr.No.1.0, is required together with 5 copies of the same.
- h) Original LR Copy duly endorsed by BHEL-ROD Mumbai / BHEL CHA at Mumbai Port.
- i) Material Test Certificate issued by the Manufacturing factory.
- j) N-Form copy, if applicable.
- k) Insurance Intimation Letter
- l) Guarantee Certificate
- m) Transporter's money receipt against freight invoice.

The requirement of any more documents, if needed for release of supplier payment shall be informed later to the successful bidder at the time of placement of LOI/PO.

13.2 FOREIGN SUPPLIER:

L.C. shall be opened by BHEL only after receipt of Bank Guarantee as per clause no.11.0 of GCC rev.06.

The documents for LC payment are given as below.

- a) Two of three (2/3) originals of shipped on board bill/s of lading made out to the order of -----Bank (to be intimated by BHEL later on) and/or Airway Bill Consigned to the -----Bank (to be intimated by BHEL later on)and/or consigned note for transport by truck consigned to the -----Bank (to be intimated by BHEL later on) all marked Freight prepaid and consigned to ----- Bank ((to be intimated by BHEL later on).

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- b) Signed detailed supplier Commercial Invoices (Three Original and Five copies for the CFR value of goods one original duly certified by Chamber of Commerce).
- c) Separate Certificate of Origin (2 Nos.) showing the Name, Address and Nationality of manufacturer/ producer stating that the origin of goods are of EUROPE, USA, CANADA, SINGAPORE, INDIA, U.A.E., ARGENTINA, JAPAN, INDONESIA, SOUTH KORIA, SAUDI ARABIA, OMAN, AUSTRALIA, TAIWAN, TURKEY, CHINA, EGYPT, GERMANY AND BRAZIL, this certificate to be issued & certified by Chamber of commerce OR Industry & legalized by the YEMEN Embassy OR Consulate in the country of origin or at the exporting country. In the absence thereof, by any ARAB Embassy/ Consulate in the country of origin or at the exporting country.
- d) Packing List: As per sl. No. 19.0 with weight details issued by manufacturer and duly signed by Third party Inspection agency/supplier certifying that goods packed properly in accordance with International Standard Export Package. The inspection charges by Third party Inspection agency for the foreign equipment/supplier shall be to foreign supplier account and included in their quoted prices to BHEL-PEM.
- e) Certified Inspection Certificate Approved by Customer: Either the certificate signed by PEC inspector (if equipment tested in presence of PEC representative) or Certificate signed by Third Party Inspection Agency is required.
- f) Age of the vessel (Lloyd certificate in original) shall not exceed 25 years on the date the materials are destined to reach port in YEMEN.
- g) Shipping company certificate certifying that the vessel mentioned on the B/L certified for Sea-worthiness by Lloyds Register or equivalent and should be with institute of marine cargo clauses 1 or A.
- h) Certificate of Freight having been pre-paid as per the regular shipping lines is required on B/Ls.
- i) Subject cargo would be generally shipped under the deck. (Certificate In original)/ Container.
- j) Specific confirmation/ clearance of BHEL-International Operations div. / BHEL-PEM is needed for shipment on deck.
- k) LC No., Buyer's Reference (Contract No.) of PEC / Customer, EC/030/2011 shall be indicated / printed on original Clean B/Ls, as well as copies of the B/L.
- l) Detailed packing list with weight details issued by Manufacturer and/or beneficiary certifying that Goods packed properly in accordance with International Standard Export Package.
- m) For Inspection certificate, refer cl. no. 13.3, if applicable.

All original documents mentioned above must be available to Construction Manager, BHEL Project Office, Marib, YEMEN, 7 days prior to the arrival of vessel and 2 days in case of Air shipment.

Any demurrage due to nonconformity to the above procedure shall be recovered from the vendor.

The requirement of any more documents, if needed, shall be informed later to the successful bidder at the time of placement of LOI / PO.

- 13.3 Inspection Control Certificate from Consultant and/or a Factory Inspection Certificate issued & signed by the manufacturer and certified by the Consultant, all inspection certificates show description of goods, total quantity, total weight & packaging, certifying that all equipment has been factory tested prior to Ex-work shipment, have been witnessed and the test report have been signed by the attending of their supervision & witnessed during design, manufacturing by attending Consultant and stated that goods which were inspected are of high quality, Brand new and in unused condition and in compliance with specification in contract documents & inspection process should be in accordance with the contract And/or a certificate by Consultant approved by Customer(PEC) stating that no inspection is required as the case may be.

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13.4 For payment against supervision of E&C: (refer Clause 10.2 of SCC for Supervision of E&C)

14.0 LD Calculation:

Indigenous vendor

LD to be worked out/levied upto the date of handing over of the goods to the ROD at 'Mumbai Port'/ CHA Godown, Mumbai Port as in Sr.No.30.0. Hence original LR stamped with the date indicating the handing over date of consignments to ROD Mumbai to be submitted by the supplier to PEM as proof of goods handed over to ROD Mumbai with dispatch invoices.

Foreign vendor

LD to be worked out/levied based on the date of Bill of Lading as delivery completion.

All other LD terms shall be as per Clause no.16.0 of GCC REV.06.

15.0 GUARANTEE PERIOD:

Guarantee period shall be as per clause no.12.0 of GCC rev no.06 or 30 months from 02/05/2014 whichever is later.

16.0 FUTURE SUPPLIES, SPARE PARTS, SPECIAL TOOLS, TEST AND CALIBRATION INSTRUMENTS

The bidder shall undertake to supply for the project in future the spare parts, special tools and equipment of testing, calibration instruments during 15 years after the expiry of Guarantee (whichever is applicable as per clause no. 15). The prices of these deliveries will be determined by mutual agreement, but shall not exceed the prevailing prices of such spares at the time of ordering of these spares. These deliveries including the spare parts should be new and not renewed and produced by the main factory from which the main equipment and parts are supplied unless this factory stops to work. Then the origin of these equipment's shall be finalized by BHEL.

17.0 DESPATCHES:

All consignments are to be made to the Consignee as given at (Sl. No. 1.0) by road upto the 'Delivery Point' (as mentioned in cl. no. 5.0) on Freight Prepaid basis to the transporters. The supplies from the 'Delivery Point' (as mentioned in cl. no. 5.0) to FOB Vessel Mumbai shall be handled by BHEL-ROD, Mumbai through their Clearing Agent on behalf of PEM and beyond FOB Vessel Mumbai upto project site YEMEN shall be handled by BHEL-PSNR / IO.

PEM shall appoint Third Party independent Surveyor/ agency, which shall carry out the inspection along with BHEL-CQS (Region) as applicable, of supplies at supplier's works as well as at their sub-vendor works & Packaging Inspection also.

The dispatches shall be made only after PEC/BHEL/Third Party/ inspection of supplies, as applicable & Third Party packaging inspections and MDCC issued by BHEL-PEM. All items covered in the MDCC to be dispatched together in the identified dispatchable units with descriptions, BBU No. / Billing Ref. No. and Box No. / Package Nos., so as to identify these items easily on Receipt at Site. The case/ box No. as per instructions given at sl. No. 18.0 and Name Plate as per instructions at sl. No. 39.0 of this SCC shall have to be strictly followed by PEM's supplier for the dispatches of their ordered scope by PEM.

18.0 Packing Instructions Prior to Dispatch by BHEL-PEM's supplier:

Following **Box Numbering System** shall be complied with by the PEM's Suppliers:

Each package should have the following inscriptions and signs stenciled with an indelible ink legibly and clearly:

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Destination: MARIB SITE-GAS TURBINE POWER STATION PROJECT PHASE-II, SANA'A YEMEN.,
PUBLIC ELECTRICITY CORPORATION, AIRPORT St., P.O. BOX- 178, REPUBLIC OF YEMEN

Package number: BHEL/YMN/PEM/YYY/ZZZZZ

YYY stands for Vendor abbreviation

Following series of ZZZZZ should be used by Different Units, for PEM –40000 to 49999 are used. (Bidders to note that, No duplication of box numbers is permitted), BHEL-PEM shall further split the numbers supply-wise and intimate to the supplier as required & inform IO for perusal and control.

i.e. first package dispatched from PEM should be numbered : BHEL/YMN/PEM/...../40000 .

Gross and Net weight

Dimensions

Lifting places

Handling marks and the following delivery marking:

CONTRACT Nr. 12/2008

PURCHASER: PEC ,YEMEN

19.0 Packing List:

Copy of the format is attached as **Annexure-I**. This format is to be strictly followed by the supplier/ bidder (applicable for those bidders on whom order shall be placed by PEM). The format corresponds to requirement of export packing list of Indian customs. The format is unified and its completeness with regard to measurement, quantities, item numbers, marks and numbers by the supplying units/their sub-vendors and their inspection agencies has to be ensured prior to packing and authorizing dispatch clearance (MDCC) by PEM.

20.0 Completeness of Contents of each packing case:

Concerned CQA / Third Party Inspection Agency for PEM NOIDA scope (ordered on PEM supplier) will verify the completeness of contents of each package w.r.t packing list both in terms of quality and quantity before authorizing dispatch of the consignment before obtaining MDCC from BHEL-PEM NOIDA.

21.0 Routing of Packing Lists:

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, Mumbai (both at the same time), two weeks in advance, for processing and obtaining shipping bills' clearances and avoiding octroi payment through 'N' form at Mumbai.** All PEM's suppliers to note that Mumbai would be the major port of shipment from India.

22.0 ADVANCE INTIMATION ABOUT DESPATCHES TO BHEL-ROD Mumbai, BHEL IO Project, New Delhi & BHEL-PEM NOIDA:

An advance fax intimation of dispatch of materials / Equipment and expected date to reach at Octroi Naka at Port Mumbai, shall be intimated by the supplier to PEM NOIDA, BHEL IO Lodi Complex, New Delhi and BHEL-ROD Mumbai (The contact person & Tel. no. & address of ROD Mumbai etc. shall be furnished later).

All PEM's suppliers will give at least **15 days advance intimation** to ROD, Mumbai & IO-Projects along with package details/ Packing List before actual dispatches to arrange for the storage/shipping arrangements by ROD Mumbai and customs invoicing by IO-Projects. **Information must be sent to consolidate the details and arrange for shipments in time.**

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23.0 Excise Attestation at Works:

To avoid opening of big cases for examination by customs at Port of Shipment, the supplying unit/ PEM's supplier may arrange to get the packing cases sealed by local excise authorities and the relevant invoices and packing lists will be got endorsed from Superintendent, Central Excise. 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 Mumbai through fastest means for a smoother and faster customs clearance under intimation to PEM,NOIDA.

24.0 Provision of Inspection Windows on Packages:

Unit/supplier should provide inspection window of size 6"x4" (glass perplex) for customs examination for all such packages (above 1.5 x 1.5 x 1.5 cu m) involving Panels of any kind. Care would be taken to ensure that all packages are properly sealed to avoid ingress of moisture, rodents etc. Packing slip folders shall be attached in each box.

25.0 Transportation Drawings for Heavy Weight/ODC consignment:

For any package/item weighing above 20000 kgs and/or size greater than 2.5 X 2.5 X 4 m:

Detailed engineering documents (at least 4 sets) for all items of the above category will be furnished by respective units /PEM to issue shipment enquiries in a proper manner. **The drawing has to include center of gravity of the item clearly. Units / PEM's supplier to identify such items and notify to IO group through BHEL-PEM as soon as the Engineering Documents are released.**

26.0 Proper Capacity of Trailers for inland Transport in India:

The PEM's suppliers making arrangements for inland transport in India for the goods ordered by BHEL-PEM should ensure that the trailers would be able to carry the actual weight (not designed weight) of the equipment. No overhanging of the cases should be permitted. This is essential to avoid any damage to the consignment en-route to the port of dispatch.

The truck carrying the cargo shall be covered with a Tarpaulin to meet the weather vagaries in inland transport.

27.0 Marking for safe handling:

To ensure safe handling, packing case shall be marked to show the following:

- Upright position
- Sling position & Centre of gravity position

Storage Category

- Fragile components (to be marked properly with a clear warning for safe handling)

28.0 Shipping Documentation including those covered by customs requirements:

Customs Invoices: Values to be allocated by IO(Alternatively, Excise attested invoices where the package is sealed and dispatched by the units / PEM's supplier)

- Packing Lists
- ARE-1 Forms/Excise Invoice corresponding to Unit invoice values and Delivery challans.
- DEEC Original License, wherever duty free facility for import is availed. DEEC book to be retained by ROD Mumbai till project supplies are complete.
- Chartered Engineer's Certificate, wherever entries in DEEC license are required. **Care should be taken to ensure that usage of the materials shown in C.E. certificate out of DEPB goods is not disproportionate.**
- Catalogues/ literature/ write-up in case of customs endorsement for discharging exports obligation in case of DEEC imports to be made available to ROD before arrival of goods in the city of port of dispatch.

SPECIAL CONDITION OF CONTRACT REV.02 DTD. 17/05/2014

400 MW GAS TURBINE POWER STATION PHASE-II, MARIB (YEMEN)

- Copy of Advance License.
- To avoid any problem with Octroi post at Mumbai & Customs, the values appearing in Unit invoice sent with the cargo shall be preferably within +/- 10% of IO-projects shipping invoice value.

29.0 Guidelines for Dispatches from Indian Vendors:

- Vehicle drivers shall carry excise gate pass in original / ARE-1 (White + Buff in original as applicable). Each consignment carried by the vehicle shall have a separate gate pass / ARE-1 and it must be ensured that materials under one gate pass / ARE-1 gets transported in the same truck/trailer.
- In order to avoid any problems at port of dispatch from the point of view of i) shipping bill preparation and passing thereof ii) 'N' form at Octroi check post and iii) control and movement of cargo within Mumbai Port and iv) physical examination of cargo by customs, the materials under the category, i.e. a) DEEC cargo, b) Free shipping bill cargo, c) DEPB (duty entitlement pass book scheme) and d) duty drawback, must be sent in the same truck/ trailer.

PEM Vendors to ensure that ROD is communicated very clearly the type of shipping bills to be prepared, well before the materials are dispatched from the works.

30.0 Clearing Agents:

Name: M/s Babaji Shivram Clearing & Carriers Pvt. Ltd.,

A. Godown Address:

Babaji Shivram Clearing & Carriers Pvt. Ltd.
107,108 &109/2 Village Pimpri (Dahisar)
Nr. Balbirsing Warehouse, Opp. Old Masjid
Mumbra-Panvel Rd. Mumbra
Dist. Thane – 400612 | Maharashtra

B. Port Address:

7, Warehouse , Chammar Godi , Orange Gate
Mumbai Port, Mumbai

Contact person:

MR. GANESH YADAV– 8898080038

NOTE: Vendor shall confirm from BHEL about the delivery address (as mentioned above), before the despatch of material.

31.0 Octroi Clearance:

Contact details of agents at Octroi Naka to be given **later**.

Copies of the dispatch documents must be sent to ROD Mumbai by i) Fax, ii) e-mail through scanning of the documents with copy to IO-Projects.

32.0 Transportation of Heavy Lifts/ODC Packages:

Keeping in mind the need to avoid multiple handlings of the consignments of the above nature with a view to avoid either ship detention or trailer detention resulting into costs to the company and avoidable inconvenience, the ships availability at the port of dispatch and reaching of the trailers at the port of dispatch has to be synchronized in such a manner that the trailer should reach maximum 48 to 72 hours prior to the berthing of the vessel. Towards this, each consignment shall be escorted by the units / PEM's sub-vendors by a responsible executive and is recommended to be provided with a mobile for monitoring & control on movement of the cargo. Items shipped from Mumbai require the goods to pass through Octroi check post. Exemption from payment of Octroi duty against 'N' Form is subject to the conditions that the goods are shipped within 7 days of their clearance from Octroi check post.

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33.0 Telephonic Intimation by PEM's supplier to ROD Mumbai regarding the Movement of Vehicles:

Vehicle drivers to be instructed by PEM vendors, the contact point of ROD Mumbai, regarding movement of vehicles on daily basis, especially **2 days before arrival at Mumbai**, so that suitable directives can be given to the driver of the vehicle for further transportation of the goods either to dock or godown.

34.0 Customs formalities Period:

Packages arriving at the port shall have a minimum time of 3 working days for customs examination and other related formalities in respect of the cargo under shipment. The goods received after arrival of the ship may not be loaded if either sufficient time does not exist or space available in the ship is booked by the carrier for other exporters due to lack of availability of the goods at the port in time for shipment from BHEL. In cases, where the committed cargo to the carrier based upon information received from all the units does not reach in time of scheduled shipment at the port of dispatch, IO would be within its right to decide the priority of loading as per the project schedule requirements given the condition that adequate space in the ship is not available to accommodate the cargo.

35.0 Duplicate ARE-1 Forms for Cancellation of Bonds (APPLICABLE FOR INDIAN BIDDERS):

It is necessary that the **contractors ensure that ARE-1 Forms (White & Buff as original) are sent to ROD Mumbai**. After ROD Mumbai effects the shipment, endorsement of customs on White & Buff colour of ARE-1 Form would be obtained by ROD Mumbai and returned to the concerned unit / PEM-PG-I(2) within 6 to 8 weeks for cancellation of the Excise Bond taken by PEM for this project.

36.0 Shipping Procedures and ROD Responsibilities:

Consolidation of Packages and Storage in Warehouse: ROD Mumbai either themselves or through their CHA would ensure the following:

- Proper storage of goods at an elevated level if stored in open to avoid damages to the consignments during rainy season (All the packages to be covered with a proper tarpaulin in open storage).
- All Electrical and C&I items to be stored indoors.
- Consolidation of the goods as per summary packing lists.
- Check marks and numbers on packages. Carry out the corrections, if necessary.
- Label the packages linking to the proposed shipping carrier to ensure that package does not get left out.

37.0 THIRD PARTY INSPECTION:

The bidder shall note that the equipment shall conform to International Standard in line with the technical requirement of the Technical Specification. The equipment supplied should be new and of best Quality manufactured in line with the PEM approved drgs/ data sheet & QP in Cat-I. Apart from BHEL inspection, the equipment shall be inspected by an independent agency (3rd party inspection) for which detail shall be notified to the supplier at a later date. **The charges for independent Surveyor / agency shall be borne by BHEL.**

BHEL-PEM shall confirm to the **bidder at Enquiry stage** whether his package / system/ item / items at their works/sub-vendor works shall be inspected by BHEL-CQS alone OR BHEL-CQS & Third Party independent surveyor both and accordingly the vendor has to arrange inspection by above identified inspection agencies.

The inspection by BHEL-CQS & independent agency shall be carried out on the basis of BHEL-PEM Cat-I approved Quality Plan, Drawing / Data Sheets etc. **At any time, PEC, YEMEN (Customer) reserves the right to have the goods inspected whilst under production at supplier plant.** Such inspection does not relieve the supplier of their responsibility, as regards bad workman ship or any other defects. The release note by independent surveyor & accepted CQ-IR from BHEL-CQS OR a joint report of CQS & Independent surveying agency, as applicable shall be forward by the PEM's supplier to the AGM/PG-I(2), NOIDA for issue of MDCC by PEM NOIDA.

SPECIAL CONDITION OF CONTRACT REV.02 DTD. 17/05/2014

400 MW GAS TURBINE POWER STATION PHASE-II, MARIB (YEMEN)

The bidders to note that on the basis of BHEL inspection, accepted CQ-IR from BHEL-CQS & 3rd party inspection and Release Note issued by independent surveyor confirming the conformity of goods to contractual conditions and acceptance by Packaging agency, then BHEL-PEM shall issue the Material Dispatch Clearance Certificate (MDCC) for dispatch of goods to Mumbai Dock. Supplier to note that NO dispatch of goods is permitted without obtaining MDCC from BHEL PEM.

N NOTE: All supplies shall be governed as per INCOTERMS 2010.

38.0 EXPORT PACKING / PACKAGING INSPECTION:

The packing shall conform to the packaging procedure given along with the technical specification and should be SEA worthy & to withstand the Sea & Salt laden conditions. The timber used shall be of best quality as laid down in PEM approved packaging procedure. The packages shall be made in line with the packaging Drg. & procedures approved in Cat-I by BHEL PEM Noida. The packaging procedure approved by PEM in cat-I must be available with PEM's supplier before making of the boxes and commencement of the packaging inspection for their ordered scope. All the bidders to note that -

- a) If the main supplies is/ are inspected by BHEL-CQS alone only, then the packaging inspection shall be done by BHEL-CQS only.
- b) In case, the main supplies inspection is carried out by BHEL-CQS & Third Party Independent Surveyor independently OR jointly, then, the packaging inspection shall be undertaken by **Third Party independent surveyor only** based upon PEM approved packaging procedure without calling BHEL-CQS for packaging inspection. It may be noted that NO package shall be sealed /nailed without the acceptance of packaging agency (Independent third party inspection agency appointed by PEM, who shall undertake packaging inspection also) as listed at a) OR b) above for clearance to obtain the MDCC from PEM) to move the goods.
- c) The bidders to give a check list to BHEL-PEM as well as Packaging Inspection agency, indicating the despatchable identified goods under his scope of supply, size & dimension of the box /packages & its weight for the purpose of shipment on to the vessel and also handling at Port.
- d) The independent packaging agency Release Note OR BHEL-CQS Packaging Inspection clearance certificate as applicable shall be necessary & submitted to BHEL-PEM/PG-I(2) for obtaining MDCC.

Packing commensurate with international standards and accepted norms will be ensured by CQA/ Unit QC/Third Party Inspection Agency. Packing has to be sea-worthy and secure.

As far as possible, the packing has to be rectangular in shape for optimum space utilization in the ship and economize on shipping costs. Projections on packages are prohibited.

The packing list has to be checked and certified by the Inspection agency (ies) with due signatures. No loose items / Gunny bag packing are allowed for shipment. Proper pallets and crates are to be used for packing of Oil drums and Structure.

39.0 Marks & Numbers on Packing Cases:

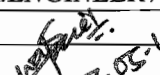
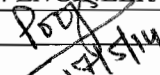

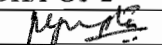
Following marking and numbering must be done in black indelible ink on all sides of packing cases except Commissioning Spares (which should be marked in red ink):

SPECIAL CONDITION OF CONTRACT REV.02 DTD. 17/05/2014**400 MW GAS TURBINE POWER STATION PHASE-II, MARIB (YEMEN)**

Consignee:	CENTRAL BANK OF YEMEN, SANA'A NOTIFY TO : PUBLIC ELECTRICITY CORPORATION, SANA'A REP OF YEMEN
Destination:	MARIB SITE-GAS TURBINE POWER STATION PROJECT PHASE-II, SANA'A YEMEN. P.O. BOX- 178, REPUBLIC OF YEMEN
Contract No. :	12/2008
LC No.:	LC NO. - EC/030/2011
Origin or Source of Materials	
Consignor*	Bharat Heavy Electricals Limited International Operations Division Lodhi Road, New Delhi 110003
Box No.	(Numbering scheme as per Sl No. 18.0 of this SCC above)
Size in Cms. (LXBW):	
Net Weight in Kgs.:	
Gross Weight in Kgs.	
Volume in CBM :	
Port of Discharge** :	
Package Name MainSupply/ commissioning spares	
Handling Marks and delivery Marking :	

*In case of third country supplies, consignor shall be "Vendor (vendor's name) on account of Bharat Heavy Electricals Limited, International Operations Division, Lodhi road, New Delhi-110003.

**In case of air freighted transport by foreign supplier Sana'a International Airport to be written.

	<i>Prepared by</i>	<i>Checked By</i>	<i>Reviewed by</i>	<i>Approved by</i>
<i>Name</i>	SWAPNIL KUMAR	POOJA BHARDWAJ	DEEPAK GUPTA	PRADIP GUPTA
<i>Designation</i>	SR.ENGINEER / PG1-2	Sr. ENGINEER/PG1-2	AGM/PG1-2	DH/PG1-2
<i>Signature</i>				
<i>Date</i>	17.05.14	17/5/14	OD	17/5/2014

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ANNEX.-II

**BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGG. MANAGEMENT
NOIDA**

**SPECIAL CONDITIONS OF CONTRACT FOR VENDOR SUPERVISION FOR
-----PACKAGE**

PROJECT -400MW MARIB GTPS-II, YEMEN

1. Representatives to abide by Local Govt. statutory regulations and should be aware of local state requirements.
2. Representatives to co-operate with other agencies at site and coordinate in association with BHEL and customer's engineers at site.
3. Representatives to follow the Health, Safety and Environment (HSE) regulations in force at project site.
4. Representative to move to site within 2 weeks advance notice. **Names/Passport details (with passport validity of at least 1 year on the date of submission to BHEL) of the person identified (visiting) are to be forwarded to BHEL, three months in advance from the proposed date of visit** to arrange for invitation letter from Customer.
5. Invitation letter shall be provided by BHEL. Visa shall be arranged by vendor. All visa fees / Medical fees to be borne by vendor. However, BHEL shall guide / assist vendor to obtain respective travel visa.
6. Working Hours : To work under local site applicable requirements. No over time payable.
7. Taxes / Duties / Fees: All taxes duties / fees as applicable are to be borne by vendor. All applicable taxes, which are required to be deposited by BHEL on behalf of the vendor, shall be recovered from each of their payable bill.
8. **Medical:** Vendor to arrange for medical insurance coverage for their representative. However First aid medical facilities as available at Marib site, Yemen shall be extended free.
9. **Deployment Schedule:** Deployment need to be planned in phased manner depending upon the progress of works at Marib site. Further review meetings shall be held at site/ Noida office to discuss work progress and deployment programme.
10. Personnel deputed to site shall be an expert in their field/responsible for direct supervision/execution of field activities. They should be able to interact with their parent division at their HQ for Trouble shooting operations / Engg. Clarifications etc.
11. Expert Travelling to Yemen shall carry complete set of field engineering Documentation / list of commissioning spares and contingency commissioning spares as envisaged by Vendor.

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12. The contract of "Supervision of Erection / Commissioning / Testing for equipments" to be read along with PEM's GCC & SCC for supplies Purchase Order in particular context of defect liability / warranty obligation, which shall prevail.
13. Expert to complete assignment for each phase / visit as per BHEL's requirement. In case of site non-readiness / mutual agreement with Site Manager / BHEL, the deputation programme shall be mutually discussed and agreed upon.
14. **L-2 network, with resource plan for ETC and PG Test of Package also showing the Expert (Supervision) Requirement -Vendor to submit detailed site activity network with recommended manpower along with general tool and plants needed for erection of the package alongwith offer. The network should also indicate material required at various stages of erection. Soft copy of L-2 network shall be forwarded by the Vendor to Project Manager -Marib, Yemen.**
15. **Project Management meetings shall take place at BHEL - Noida, Office before start of deputation and during course of execution (as per requirement). Responsible representatives from Vendor shall attend these meetings on BHEL's call.**
16. Protocols for erection / commissioning operation shall be signed by vendor's representative at Marib site.
17. Vendor's representative shall be under the administrative control of Site Manager / BHEL Marib, Yemen.
18. Vendor representative at site shall co-ordinate for verification of their materials availability at site / report shortage / discrepancies of materials and associate himself for coordination / compressing of erection/ commissioning schedule.
19. **Terms of Payment**
 - a) (i) Indian Vendor: Payment shall be made for visit of vendor representative as per the time count starting from Indian Airport and returning to Indian airport with site time **sheets verification by Site Manager / BHEL Marib Site for actual number of mandays utilized and satisfactory completion of works at site.**
 - a) (ii) Foreign Vendor: Payment shall be made for visit of vendor representative as per the time count starting from their country Airport and returning to same country airport with site time **sheets verification by Site Manager / BHEL Marib Site for actual number of mandays utilized and satisfactory completion of works at site.**
 - b) Based on mandays deployed and certification by Construction Manager at site monthly payment will be made to the vendor in **Currency, in which Purchase Order is placed**, on pro-rata basis against invoices raised by Vendor to BHEL.
 - c) Deductions, if any, shall be made by BHEL from the monthly bill and payment made within 30 days subject to correctness and completeness of the bill.

[Signature]

[Signature]

- d) Income tax or any other tax for the personnel shall be borne by the Vendor.
20. **Field quality plans** for system erection and commissioning activities shall be submitted to BHEL for approval immediately on receipt of order.
21. **Deployment of vendor's supervisory manpower for troubleshooting requirements, attributable to defective/ non-supply of material by the vendor**, shall be given by Vendor free of cost on defect liability of main supplies. However, Only existing facilities, As per Annexure A, at that time shall be extended to Vendor's representative.
22. The above services shall also be provided for PG Testing activity of the subject package (as per requirement) and special instruments for testing to be carried by vendor expert to site and can be brought back upon return.
23. Supply of special tools / commissioning spares requirements must be ensured by vendor as per terms of their supply package.
24. Under force majeure conditions applicable to BHEL engineers, vendor's experts shall be repatriated at BHEL's cost.
25. All misc. expenses required by vendor's representative at Yemen are to be borne by vendor's representative.
26. **Rates quoted/agreed shall remain firm till the completion of the contract.**
27. Security deposit / guarantee submitted towards supply of materials shall also be treated as guarantee for supervision work and the subject contract shall remain valid till satisfactory completion of work.
28. i) Expected period of supervision for _____ package shall be based on L-2 network submitted and mutually agreed by BHEL PSNR. ii) BHEL reserves the right to increase or decrease the total supervision man-days in line with actual site requirement.
29. List of facilities which will be extended by BHEL at Marib, Yemen site is given in Annexure-A.



SCHEDULE OF RATES

NAME OF PACKAGE:

UNIT RATE PER MANDAY
(InRs.)

SUPERVISION RATES:

(In line with detailed specifications
Provided in Special Conditions of Contract
For vendor supervision for the subject
Package)

TOTAL CHARGES FOR _____ DAYS

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ANNEXURE-A

ANNEXURE TO SPECIAL CONDITIONS OF CONTRACT FOR VENDOR SUPERVISION

PROJECT: 400MW MARIB GTPS-II, YEMEN

FACILITIES WHICH WILL BE PROVIDED BY BHEL

- | | |
|------------------------------|---|
| 1. ACCOMMODATION | Free of Cost ,Shared accommodation at Project Site. |
| 2. FOOD | Facilities for food etc. shall be extended to vendor's representative(in line with BHEL's Engineer) on actual payment basis. |
| 3. LOCAL CONVEYANCE | Local conveyance at site shall be Provided by BHEL to the vendor's Representatives free of cost. |
| 4. AIR TICKET | Air ticket(of Economy class) from Indian Airport(for Indian vendors)/ Foreign country Airport (for foreign vendors), to Yemen Airport and back for each visit shall be arranged by BHEL free of cost on submission of documents like passport with valid visa, etc. |
| 5. STORAGE | Storage with adequate space to keep drawings/documents and tools & tackles shall be provided at site. |
| 6. SPECIAL TOOLS | Special tools provided with the equipment to be installed shall be made available to the vendor's representative. |
| 7. INTERNET FACILITY | shall be extended to Vendor's representative at free of cost subject to availability at site. |
| 8. TELEPHONE/MOBILE FACILITY | can be extended on chargeable basis and on the discretion of Site Manager. |

