

PEM/PG-I-BHEL, NOIDA
SPECIAL CONDITIONS OF CONTRACT (REV.00)
4X111 MW VISHNUGAD PIPALKOTI (HEP)

These Conditions shall be read and construed along with General Condition of Contract (GCC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the condition given in special condition of contract (SCC) shall prevail over the general condition of the contract.

1.0	PROJECT NAME	:	4 X 111 MW VISHNUGAD PIPALKOTI HEP
2.0	CONSIGNEE ADDRESS	:	Construction Manager, BHEL Site Office, Vishnugad Pipalkoti HEP THDC India Ltd, Vishnugad Pipalkoti HEP, Alaknandapuram, Siyasain, 36 Chamoli, Uttarakhand.
3.0	BHEL Site Office Address	:	Shall be intimated later.
4.0	Customer Address	:	ED Projects, THDC India Ltd, Vishnugad Pipalkoti HEP, Alaknandapuram, Siyasain, 36 Chamoli, Uttarakhand.
5.0	Mode of Dispatch & Project location Details	:	By Rail/Road on Door Delivery and freight Pre-Paid Basis. The Vishnugad Pipalkoti Hydro Electric Project (4 X 111 MW) is located on Alaknanda River, a major tributary of river Ganga, in district Chamoli in the state of Uttarakhand. The nearest railhead is Rishikesh (225 Km) and the nearest Airport is Jolly Grant, Dehradun (240 Km). The project is approachable by an all-weather road (National Highway No. 58).
6.0	Road Permit Required	:	Yes
7.0	Prior Dispatch Site Office and Underwriters intimation to BHEL	:	NOTE:- One set consisting of LR / RR copy, Packing List / Challan / BHEL Dispatch Clearance indicating the items dispatched (with their gross and net weights) and after informing the underwriters about the value of consignment and dispatch details to be sent to a) BHEL Site Office b) BHEL-PEM, PPEI - Noida(U.P) c) Insurance Co. 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.
8.0	Transit Insurance Policy No. Underwriters (Contact Person)	:	By BHEL PSNR Noida (Vendor to intimate the underwriters quoting the insurance Policy No. As below) LATER THDCIL TIN No. - 05003639853 09765702874
9.0	a. Customer TIN No. b. BHEL-PEM TIN No.	:	
10.0	Unloading at site	:	By vendor for Turnkey i.e. supply and Erection & Commissioning 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. 8 above is solicited.
11.0	Storage at site	:	By Vendor for Turnkey i.e. supply and Erection & Commissioning packages.
12.0	Movement of Material within Site	:	By Vendor for Turnkey i.e. supply and Erection & Commissioning packages. No movement of loose materials shall be allowed. Items are to be properly packed to ensure proper and safe transportation & storage at site.

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13.0	Documents Required for claiming dispatch Payment	NOTE:- 1. Customer or his representative will be involved for inspection as per approved Quality Plan. 2. MDCC will be issued by BHEL in line with approved BBU. 3. The supplier during inspection of Main supplies & Mandatory Spares by BHEL, THDC/THDC-Nominee shall obtain separate MDCC for Main Supplies & Separate MDCC for Mandatory Spares in line with the approved Billing Break Up.	Original + 6 Copies As per latest General Commercial Terms & Conditions (GCC) of Project Engineering Management (PEM)	
14.0	For Material Receipt Certificate(MRC) payment	Responsibility to obtain MRC from BHEL site office A) For Turnkey Packages: - By Vendor, where Supply/ Erection and commissioning is under Vendor's scope.		
15.0	Dispatch markings	Each box shall be marked with Capital Letters in "Red" indicating : Main Supply OR PIPALKOTI (HEP) 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 marked with following:- 1) Name and address of the Consignee 4. Customer Contract No. THDCIL/RKSH/CC-297/AG-2 2) Package number Description of Works: 3) Vendor Name 4) PEM P.O reference no. 5) Item number (if applicable) Net and gross weight volume 6) Country of origin 7) Port of entry 8) Quantity per package 9) Type of Equipment: "E" - For equipment supply "T" - For Tools and Tackles "S" - For Mandatory Spares Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "DEEP DRY", "HANDLE WITH CARE", etc. IMPORTANT Eight (08) copies of respective standard manufacturer's erection instruction /operation manual shall be kept in each package/container for immediate reference by BHEL site.		
16.0	Commissioning Spares	NOTE:- The Copy of complete Packing list for the consignment must be put inside the Box/Boxes. 12 copies + 03 nos. of CD ROM of supplier's Erection/ Instruction manuals to be given to the BHEL, PEM, PPEI-Noida (PG) within 30 days of dispatch for handing over to Customer/BHEL site.	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.	

Swati

Ram Singh

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17.0	Mandatory Spares	:	The Mandatory spares shall be properly packed separately in separate boxes & boxes should be 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 BHEL approved BBU for Mandatory spares & Number per item (to match the description given in the packing slip) to facilitate their proper identification by BHEL. One Copy of Packing List must be put inside the BOX along with Manufacturing drawing no. reference, Catalogue reference etc. Prior intimation to dispatch spares through same LR & clearance from BHEL is required to be taken.
18.0	WARRANTY	:	Shall be 540 days from the date of completion of the facilities or one year from the date of operational acceptance of the facilities whichever first occurs. Expected date of commissioning for all units are 18.11.2018
19.0	TAXES & DUTIES	:	Bidder to note that being a Non - Mega Project but being funded by World Bank, the excise duty on self-manufactured items & Custom Duty are exempted against PAC. However, Packages for which CIF will be available, if any shall be intimated at the time of NIT. The bidder has to indicate in their offer the import contents (if any) for the packages i.e. the list of items along with qty, currency of import, country of import & CIF value. Concessional CST/VAT and Service Tax are payable at actuals. However bidders to note that CST/VAT and freight shall be considered in price evaluation for arriving at L1 status. Concessional CST against issuance of form 'C' & E1/E2 or VAT as applicable is to be quoted by bidder in their offer. Service Tax: Vendor to quote service tax at applicable rate & amount & evaluation criteria for the same shall be as follows: For Turnkey packages (E & C and Operation & Maintenance if any in vendor's scope): Service tax on E & C and Operation & Maintenance if any shall not be considered for evaluation. For Supply (in PEM Scope) packages: Service tax shall be considered for evaluation. Entry Tax is not applicable for this project. Octroi charges shall be paid extra on actual basis if applicable. VAT for intrastate dispatch shall be paid subject to conditions specified in Annexure-I
20.0	VAT Invoices	:	Suppliers to note that in case of local (within state) dispatch, invoice will be made in the name of BHEL Nodal agency i.e. BHEL Nodal Agency TIN No.: 05001757277 BHEL Nodal Agency address: Heavy Electrical Equipment Plant, Ranipur, Haridwar - 249403, Uttarakhand However, BHEL-PEM is to be indicated as the paying authority. Please also see VAT Annexure I for details.

PREPARED BY	Tarun Arya	Engr. (PGI-I)	<i>[Signature]</i>	26/05/15
CHECKED BY	Vinit Kumar	S. Engr. (PGI-I)	<i>[Signature]</i>	26/05/15
REVIEWED BY	D Saha	AGM / PEM (PGI-I)	<i>[Signature]</i>	26/05/15
VETTED	BY FIN	checked	<i>[Signature]</i>	27/5/15
APPROVED	BY	Pradip Gupta	DH (PGI-I)	29/5/15

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VAT Annexure - I

In order to avail the benefit of input tax credit available to BHEL in case of VAT legible on intra-state transaction between BHEL and vendor & to fulfill the compliance as per requirement 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 compliance in this state in which project is located. For the subject project nodal agency shall be:

Bharat Heavy Electricals Limited,

Heavy Electrical Equipment Plant,

Ranipur, Haridwar - 249403

Uttarakhand

Tin no. 05001757277

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

Vendor's original tax invoice for intra state transaction is one of the 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. and date, product description with unit rate, quantity, value, VAT amount, 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/document 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 complaint 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.