

BHEL/PEM/PG-III**SPECIAL CONDITIONS OF CONTRACT (REV.-01)****1 x 660 MW BHUSAWAL THERMAL POWER STATION PROJECT**

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 (GCC).

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|-----|---|---|
| 1.0 | Project Name | 1 x 660 MW MAHAGENCO BHUSAWAL THERMAL POWER PROJECT |
| 2.0 | Consignee Address(Ship To)
(To be mentioned in LR/RR/ Consignment Note) | Construction Manager, Bharat Heavy Electricals Limited
c/o Chief Engineer / Dy. Chief Engineer (Projects)
Maharashtra State Power Generation Co. Ltd
Bhusawal Thermal Power Station, Unit-6
Bhusawal, Dist. Jalgaon (MS)
Pin-425307 (Maharashtra) |
| 3.0 | Consignee Address(Ship To)
(To be mentioned in Supplier's Invoice) | Chief Engineer / Dy. Chief Engineer (Projects)
Maharashtra State Power Generation Co. Ltd
Bhusawal Thermal Power Station Project
Bhusawal, Dist. Jalgaon (MS)
Pin-425307 (Maharashtra)
GSTIN No. 27AAECM2935R1ZV |
| 4.0 | Buyer's Name (Bill To)
(to be mentioned in Supplier's Invoice) | <p>For Supply Scope Packages: (Purchase order by BHEL-PEM):
BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT
PPEI BUILDING, PLOT NO. 25, SECTOR-16A,
NOIDA-201301 (UTTAR PRADESH)
GSTIN NO. - 09AAACB4146P2ZC</p> <p>For Turnkey Packages:
(LOA to be issued by BHEL-PEM, PO by BHEL-PSWR, BHUSAWAL SITE):
Construction manager, BHEL Site office,
1 x 660 MW Unit-6, Bhusawal TPS,
Deepnagar, Bhusawal, Dist-Jalgaon-425307, Maharashtra.
BHEL PSWR GSTIN No.- 27AAACB4146P1ZF</p> |
| 5.0 | Project Consultant | SHALL BE INFORMED LATER |
| 6.0 | Mode of Dispatch & Project Location Details | <p>By Rail/Road on Door Delivery and freight Pre-Paid Basis.
Site is near existing Bhusawal 4 & 5 unit of 500 MW each. Nearest Road head is Bhusawal. The nearest railway station is Bhusawal Junction.</p> |
| 7.0 | Clearance for Dispatch of materials | <p>MDCC will be issued by BHEL.
For CAT I Items, Customer (MAHAGENCO) MDCC is also applicable.</p> |
| 8.0 | Road Permit/ Waybill Required | Yes. Supplier to generate the e-waybill at their end and furnish the scanned copy of e-waybill along with dispatch document to BHEL immediately so that BHEL will generate their invoice & thereafter e-waybill on same date for transaction to Customer upon which BHEL's Invoice and e-waybill shall be furnished to supplier for dispatch of goods carrying both the e-waybills. In case of default / delay in furnishing the dispatch documents, supplier shall be held responsible. |
| 9.0 | Prior dispatch intimation to BHEL site Office and Underwriters | <p>Yes.
One set consisting of dispatch documents indicating the items dispatched (with the gross weight) and after informing the underwriter about the value of consignment to be sent to following:</p> <p>a) BHEL Site Office</p> |

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b) BHEL- PEM, Project Group Deptt. (address as per Sl. No. 4 above).

c) Insurance Co. (address as per Sl. No. 11 below).

It is Supplier'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.

10.0 Insurance**For Supply Packages: Transit Insurance under BHEL scope****For turnkey Package: for transit, unloading, storage, handling, erection and commissioning, insurance is covered under BHEL scope****11.0 Insurance details Policy No. Intimation to Underwriters****2302004418P112095144 (SCE)****2302002118P112095158 (MCE)****Policy Period:- w.e.f 14.12.2018 to 13.05.2022 (Mid-night)****Details of underwriter****Sh. Premasagar Barla, Sr.Divisional Manager****DO-II |19-DHARAMPETH EXTN | SHANKAR NAGAR SQUARE| NAGPUR-440010****Land Line No: 0712 2248651 | Cell No.:94371 96788 |****e-mail id: premsagarbarla@uiic.co.in;****premsagarbarla@gmail.com****Refer revised Annexure-2 for Insurance clauses w.r.t. Turnkey BOP Packages only.****12.0 (a) BHEL GSTIN****BHEL PEM GSTIN NO. – 09AAACB4146P2ZC (For Supply packages)****BHEL PSWR GSTIN No.- 27AAACB4146P1ZF (For Turnkey packages)****(b) Mahagenco GSTIN****GSTN No. 27AAECM2935R1ZV****13.0 Paying Authority****For packages where PEM will issue the Purchase Order: BHEL PEM will be the paying authority.****For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSWR: BHEL-PSWR, Bhusawal Site will be the paying Authority.****14.0 Documents Required (For Supply + freight payment) DIRECT PAYMENT (Original + 6 copies)**

1. Invoice checklist duly signed & stamped
 2. Original Tax Invoice
 3. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy)
 4. Packing List – Clearly showing number of packages, gross weight net weight.
 5. Copy of BHEL/MAHAGENCO MDCC (as applicable)
 6. Guarantee Certificate as per GCC.
 7. Copy of Insurance Intimation Letter.
 8. Copy of Inspection Report / test certificates as applicable
 9. PVC Calculation and copy of all applicable indices, if PVC is applicable.
 10. Copy of filled Delivery Order.
 11. Proof of receipt of material at site.
 12. Transporter's document indicating the freight amount.
- For packages where PVC is applicable, supplier to submit PVC calculations before invoicing to BHEL for review.**

(b) For MRC PAYMENT DIRECT PAYMENT (Original + 1 copy)

- a. Invoice.
- b. Copy of MRC

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- c. Proof of submission of Final/As built documents / O&M Manuals in 4 CDs and 12 hardcopies)

NOTE: -

1. Customer or his representative will be involved for inspection for CHP (Customer Hold Point) items as per Quality Plan. For Non- CHP items as per QP, Inspection to be witnessed by BHEL inspecting agency/ COC (Certificate of Conformance) as applicable.
2. MDCC will be issued by BHEL in line with approved BBU. For CAT I & II packages customer (Mahagenco) MDCC is also applicable. 1
3. The supplier during inspection of materials of Main supplies & Mandatory Spares by **BHEL-PEM/ BHEL appointed TPIA/ MAHAGENCO/ MAHAGENCO-Inspection agency (if applicable)** shall obtain separate MDCC for items of Main Supplies & MDCC for Mandatory Spares in line with the approved Billing Break Up.
4. It is deemed that complete set of dispatch documents along with necessary TCs will be submitted to BHEL within maximum 7 days after LR date, to ensure timely processing of same and realization of amount at supplier's end.

15.0 Unloading at site

By BHEL site office for supply packages

By Supplier for turnkey packages.

NOTE: - Please note that unloading of materials at site may take 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 shall be entertained.

16.0 Storage at site

By BHEL site office for supply packages

By Supplier for turnkey packages.

17.0 Movement of Material within Site

- a) By BHEL site for Supply Packages
- b) By supplier for Turnkey Packages

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

18.0 Taxes and duties

i) Only Basic custom duty shall be charged as concessional @ 5% (Project being under PI Route), all other taxes on imports like IGST, cess etc. (as per prevailing rates) shall be applicable for **packages for which CIF content is available as per NIT** and customer shall arrange required documents for availing concessional custom duty benefits.

ii) GST- CGST/SGST/IGST/UTGST: as per corrigendum to GCC Rev 06 or further revisions of BHEL PEM GCC as applicable for the specific Tender enquiry.

Information as per Annexure-1 shall be provided by supplier in the GST compliant invoice.

19.0 Type of Project

Project Import Route {Non-Mega}

20.0 Dispatch markings

Each box shall be marked with Capital Letters in "Red" indicating the **PEM SUPPLY (Main Supply/ Commissioning Spares/ Mandatory Spares)** for **1 X 660 MW BHUSAWAL THERMAL POWER STATION PROJECT**

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

Each package delivered under the Contract shall be marked by supplier 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

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the Supplier, 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: -

- Two copies 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 O&M 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 MAHAGENCO. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc.

Note:- MDCC for mandatory Spares shall be issued only after receipt of detailed list of mandatory spares & photographs before final packing clearly showing mandatory spares with due tagging as per packing list (to be sent over mail/CD). Separate dispatch clearance will be issued for the mandatory spares in line with availability of customer's stores at site.

21.0 **Delivery Order document submission (For Indigenous Supplies)**

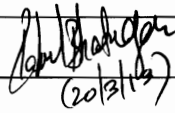
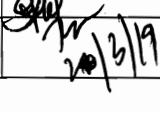
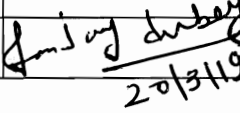
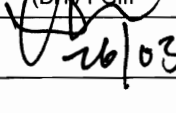
To effect sale in transit, supplier shall have to obtain Delivery Order document duly signed by purchaser at the time of issue of MDCC. The filled in delivery order document shall form part of dispatch document issued and shall be carried by the transporter to the destination along with consignment.

Note for Turnkey Packages:-

(i) **Construction Power:** - BHEL shall provide Construction Power to suppliers FREE OF COST at one point Further arrangement shall be carried out by supplier himself.

(ii) **Construction Water:** - Water for construction free of cost.

(iii) **Surplus Material:** - Supplier shall be allowed to take back the surplus / unused material/scrap material left after commissioning of the plant, which is non-billable & free supply over and above BBU, after due permission from MAHAGENCO/BHEL Site after successful commissioning of plant.

	PREPARED BY	CHECKED BY	REVIEWED BY	Vetted By	APPROVED BY
NAME	RAHUL BHATNAGAR	GAURAV JAIN	SK Dubey	(Taxation clause already vetted by Finance vide e-mail dtd 18.04.18)	DEEPAK GUPTA
DESIGNATION	Sr.ENGINEER/ PGIII	Manager/ PGIII	DGM/ PGIII		ADDITIONAL GENERAL MANAGER (DGM PGIII)
SIGNATURE	 (20/3/19)	 20/3/19	 20/3/19	Finance	 26/03/19

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Annexure-I

Excerpts from Chapter VI for compliance of GST Invoice as per Rule 46

TAX INVOICE, CREDIT AND DEBIT NOTES

46. Tax invoice.- Subject to rule 54, a tax invoice referred to in section 31 shall be issued by the registered person containing the following particulars, namely,-

- (a) name, address and Goods and Services Tax Identification Number of the supplier;
- (b) a consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolised as "-" and "/" respectively, and any combination thereof, unique for a financial year;
- (c) date of its issue;
- (d) name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
- (e) name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is fifty thousand rupees or more;
- (f) name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is less than fifty thousand rupees and the recipient requests that such details be recorded in the tax invoice;
- (g) Harmonised System of Nomenclature code for goods or services;
- (h) description of goods or services;
- (i) quantity in case of goods and unit or Unique Quantity Code thereof;
- (j) total value of supply of goods or services or both;
- (k) taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
- (l) rate of tax (central tax, State tax, integrated tax, Union territory tax or cess);
- (m) amount of tax charged in respect of taxable goods or services (central tax, State tax, integrated tax, Union territory tax or cess);
- (n) place of supply along with the name of the State, in the case of a supply in the course of inter-State trade or commerce;
- (o) address of delivery where the same is different from the place of supply;
- (p) whether the tax is payable on reverse charge basis; and
- (q) signature or digital signature of the supplier or his authorized representative:

SUB: Insurance Clauses for BOP-Turnkey Packages

Insurance Clause: As per the Insurance clause no. 6.0 of LOA issued by MAHAGENCO (Copy attached), BHEL shall procure the All Risk Marine-Cum-Erection (MCE) Insurance Policy only from Directorate of Insurance (DoI), Maharashtra State, Mumbai". DoI shall finalise the Insurance agency who will be responsible for all the risk coverage for Bhusawal project.

Deductibles/ EXCESS: Following Deductibles/ EXCESS are applicable as per the attached Insurance Policy issued by M/s United India Insurance Co. Ltd (UIIC).

- A) **For Marine Cover:** 0.50% of consignment value subject to minimum of Rs 20,000/-
- B) **For Storage /Erection and Testing Cover:**
- i) **Other Items:** (BOP items)
- Rs 2,25,000/- or 5% of the claim amount whichever is higher for Normal Period.
 - Rs 6,00,000/- or 5% of the claim amount whichever is higher for Testing Period.
- ii) **Act of God (AOG) Perils:** 10% of the claim amount subject to minimum of testing period excess with an upper limit of Rs 5 Crores.
- iii) **Fire / Explosion:** 20% of claim amount subject to minimum of testing period excess Rs. 6,00,000/-



शिरीष बोरकर / SHIRISH BORKAR
वरिष्ठ उप महाप्रबंधक (वाणिज्य)
Sr. Dy. General Manager (Commercial)
बी.एच.एल. नागपुर
BHEL, PSWR, HQ, NAGPUR.