

PEM / PG-II, BHEL, PPEI, NOIDA

SPECIAL CONDITIONS OF CONTRACT (SCC) Rev-1

1X800 MW NORTH CHENNAI STAGE-III (BTG) (Job No. 423)

TAMILNADU GENERATION & DISTRIBUTION CORPORATION LTD (TANGEDCO)

These Conditions shall be read and construed along with General Conditions of Contract (GCC) rev.06 & GST related Corrigendum to GCC rev.06, to be enclosed along with the tender enquiry. In case of any conflict or inconsistency, the conditions given in SCC shall prevail over the GCC and its corrigendum.

SI No.	Title	Description
1.	Project Name	1X800 MW North Chennai Stage-III (BTG)
2.	Nature of project & Type of Bidding	Non-Mega & ICB (International Competitive Bidding)
3.	Customer Order Ref No	Lr.No. CE/Proj/SE/T&H(P)/EV/AEE/F.NCTPS Stg-III-BTG/D.13/16 DTD 29.01.2016
4.	BHEL's Customer	Tamil Nadu Generation & Distribution Corporation Ltd (TANGEDCO), Chief Engineer / Projects, 5th Floor, Western Wing, NPKRR Maaligai, 144, Anna Salai, Chennai 600 002
5.	Customer GST No.	TANGEDCO GST REGN NO : - 33AADCT4784E1ZC
6.	Customer Consultants	M/s Fichtner Consulting Engineers (India) Private Limited, Chennai, Tamil Nadu
7.	Consignee Address (Bill To)	BHEL, Power Sector-Project Engineering Management Power Project Engineering Institute, Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301.
8.	Delivery Address (Ship To)	1X800 MW North Chennai Stage-III (BTG), Tamil Nadu Generation & Distribution Corporation Ltd (TANGEDCO), Athipattu, Pudhunagar, Chennai ,Tamil Nadu- 600120
9.	BHEL Site Office Address	Construction Manager, Bharat Heavy Electricals Limited, NCTPP, Stage III TANGEDCO Athipattu, Pudhunagar, Chennai ,Tamil Nadu-600120
10.	Location of Plant	Plant locations details are as follows: District: Thiruvallur Next big city to site: Chennai (35 Km) Road access: Pattamandri on the Thiruvottiyur- Ponneri highway Nearest Railway Station: - Athipattu Pudunagar (~ 5 Km) on Chennai-Vijayawada Line Nearest Airport: Chennai (60 Km) Nearest Harbour: Ennore (3 Km)
11.	Mode of Dispatch	Air, Road, Rail & Sea Transportation For indigenous supplies: By Rail/Road on door delivery and freight pre-paid basis. For imported supplies: On C&F basis. Transit Insurance will be in BHEL scope
12.	Road Permit /E-waybill	Road Permit / E-way bill, if required, will be arranged by Supplier.
13.	BHEL GSTIN Details	BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC BHEL-PSSR is registered in the State of Tamil Nadu with GSTIN 33AAACB4146P2ZL
14.	Transit Insurance	In BHEL Scope. For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office: (i) Policy No. (ii) Consignee Name. (iii) Consignment Details (items with their weights and value (in INR). (iv) Project Name and P.O. No. (v) LR No. and date, Dispatch origin and destination details, Invoice No. Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in Purchase Order.

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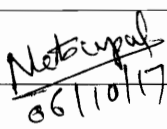
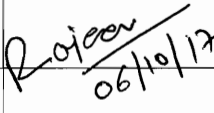
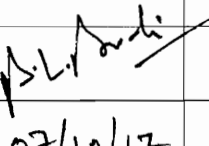
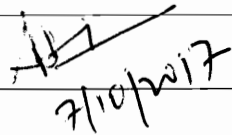
15.	Dispatch intimation	Yes, in writing, not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to: BHEL Site office (As mentioned in Sl. No.9) BHEL PEM Noida (As mentioned in NIT) At the point of dispatch, vendor must furnish docs required as given below through Email / Fax - Vendor's invoice - LR / RR / GR / Courier Receipt - Packing List/ Challan indicating the items dispatched (with their weights) - Insurance intimation letter informing the underwriters about the dispatches - MDCC (of BHEL / TANGEDCO) as applicable - Photograph of packing / boxes showing dispatch marking as per Sl. No. 26
16.	Document required for Vendor's payment.	For materials originating from Indian territory For claiming the payment against dispatch, MRC & Freight, documents as mentioned in GCC & its corrigendum shall be submitted by vendor to BHEL. Original money receipt must be submitted for Freight payment. Packing List must comply to Clause No. 19.3 of General Commercial Terms & Conditions of GCC rev.06. Description of items in packing list shall be as per PO such that proper correlation between PO & packing list must be furnished. Soft copy of documents for claiming payment shall be submitted by vendor as advance copy. For materials originating from non-Indian Territory Three (3) original and Three (3) copies of clean bill of lading or One (1) clean original Airway Bill & Three (3) copies, in case of air freight. One (1) original and Three (3) copies of signed Invoices One (1) original and Three (3) copies of Packing List (clearly showing number of packages, gross weight and net weight). Three (3) copies of certificate of country of origin. Copy of MDCC from BHEL / TANGEDCO (as applicable) Three (3) copies of inspection certificate, if any, issued by the customer/his authorised representative. Three (3) of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment. Three (3) copies of certificate from the vendor to the effect that the contents in each case are not less than that entered in the invoices and guaranteed as new and as per the relevant technical specifications. Shipping Specification – One (1) copy. Quality Certificate – One (1) copy. Approved Test Certificates, if any. - Three (3) copies. Guarantee Certificate – One (1) Original + One (1) copy. Inspection Reports – One (1) Original + One (1) copy. PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.
17.	Material Receipt Certificate (MRC)	- For Supply Packages- BHEL-PEM will arrange MRC from BHEL site - For Turnkey Packages (Supply + Erection & Commissioning) – Original MRC duly signed by customer (TANGEDCO) & BHEL site is to be arranged by Vendor.
18.	Buyer and Paying Authority	- Packages for which PO is placed by BHEL-PEM – Buyer and Paying Authority shall be BHEL-PEM, NOIDA. - Packages for which PO is placed by BHEL-PSSR & LOA is issued by BHEL-PEM - Buyer and Paying Authority shall be BHEL-PSSR.

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19.	Demurrage charges	Demurrage charges shall be paid by supplier/vendor to the transporter. No claim shall be acceptable in this regard.
20.	Unloading, Storage & Movement of material at site	a) By BHEL site office for supply packages. b) By vendors for Turnkey i.e. Supply and E&C packages
21.	Concessional custom duty against Essentiality certificate (EC)	Essentiality Certificate (EC) issued by TANGEDCO shall be passed on to vendor through BHEL (Limited to CIF content indicated in tender/order) for availing Concessional Custom Duty as applicable for imported contents under Project Import regulations. Vendors shall indicate the list of imported items, quantity, CIF value (in Rupee and Foreign currency) and country of origin or country supplying raw material in price bid which will be referred to TANGEDCO for issuing EC. Request for additional item / additional CIF other than that submitted with original tender shall not be entertained by BHEL during contract execution stage. In case of underutilized / unutilized EC, vendor shall provide the necessary documents to revise the EC. Please refer Package specific NIT for CIF detail. Vendors shall be solely responsible for arranging the foreign exchange release for any material, component & Bought out items that may be required to be imported and no foreign exchange will be paid or arranged by BHEL. Any increase or decrease in exchange rate shall be borne by vendor. Vendor shall consider the Concessional Custom Duty as a part of quoted Ex-works price. Vendor shall provide all necessary documents required to allow BHEL to obtain any Tax benefits / closure of bonds that the BHEL is eligible for under applicable laws existing as the effective date or that come into force thereafter. Vendor shall minimize its liability for seller taxes under applicable laws to the extent legally permissible and pass on the benefit of any savings on account of such reduction to BHEL. Vendor shall inform BHEL and provide the necessary documents to obtain required certificates from BHEL to avail exemption. Obtaining custom duty benefit in line with the Essentiality Certificate issued shall be in vendor's scope.
22	Taxes & Duties (For Domestic Vendor)	As per General Conditions of Contract (GCC rev 06) & GST related Corrigendum to GCC rev.06
23	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of foreign vendors, Quoted prices & Dispatches shall be on C & F (Port-Chennai) basis and the Taxes & duties in the country of dispatch shall be borne by Foreign vendor. All the Taxes & duties and other charges applicable in India shall be borne by BHEL-PEM for the direct order placed by PEM to the foreign bidder.
24	Inspection Agency	BHEL/ BHEL approved 3rd party inspection agencies and/or TANGEDCO/ Customer Agency as applicable.
25	Inspection procedure for Domestic supplies	<u>For Domestic supplies</u> Vendor shall raise inspection call at least 15 business days in advance on BHEL CQS website to applicable inspection agency (as mentioned in PO/LOI or to be informed later) and submit copy of inspection call to BHEL-PEM for arranging customer participation in inspection/Joint inspection on the proposed date, as applicable. MDCC shall be issued on the basis of clear inspection report (CQIR). <u>For Foreign supplies</u> In case of Foreign supplies, if TANGEDCO/ TANGEDCO approved 3rd party inspection agency does not participate in the inspection, test certificates & inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by PEM and then, sent to TANGEDCO for clearance. The dispatch clearance (MDCC) by TANGEDCO/BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates.

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26.	Packing, Identification & marking [if not specified in NIT]	Each box/ Drum shall be marked with Capital Letters indicating any one of the following: Main Supply / Mandatory Spares / Commissioning spares / Tools & Tackles Supplies under each of these headings shall be packed separately. Each package / Drum delivered under the Contract shall be marked by vendor as per details listed below and such markings must be distinct and in English language (all previous irrelevant markings being carefully obliterated) for purpose of identification. Each and every box (package) shall be marked with the following: - Name & address of the Consignee Name of Project Name of BHEL Unit placing the order Package Name, Vendor Name, LR No. and PO No. & Date. Packing No.: (e.g. 1/10, 2/10, 3/10 when there are 10 packages for one consignment) Packing Mark: Symbols indicating "TOP" and other special markings like "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE" etc. Following documents must be put inside the box: 01 copy of respective standard manufacturer's erection instruction / O&M manual shall be kept for immediate reference by BHEL site. 01 damage proof copy of Packing List/Challan indicating the items dispatched (with their weights) <u>Above instructions are to be read in conjunction with Clause No. 19 of General Commercial Terms & Conditions of GCC rev.06 and those specified in NIT.</u> Notwithstanding anything stated in this clause, Vendor shall be entirely responsible for loss, damage or deterioration of the material due to faulty and insecure packing. Note: Each of the items under mandatory spares shall be tagged with part no. and PO item ref no. /BBU ref no.
27	Monthly Progress Report	Vendor to provide monthly progress report each month after placement of PO, till supply of material. Monthly progress report of vendor shall include raw material status, manufacturing, inspection & latest dispatch plan. Vendor may use their format to provide required information, however format (if any) issued by Purchaser after placement of PO shall be obligatory to vendor.
28	Submission of Final Drgs/Docs alongwith O&M Manual, Type Test Certificates (if any)	As per GCC rev.06/Technical Specification/Kick-off meeting

	Prepared by	Checked by	Reviewed by	Approved by
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Designation	SR ENGR	MGR	SDGM	AGM/DH
Department	PG-II	PG-II	PG-II	PG-II
Signature				
Date	06/10/17	06/10/17	07/10/17	7/10/2017