

SPECIAL CONDITIONS OF CONTRACT (REV.-01 with GST specific changes)**1 X 800 MW WANAKBORI SUPERCRITICAL THERMAL POWER PROJECT Unit-8**

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).

- | | | |
|-----|---|--|
| 1.0 | Project Name | 1 x 800 MW GSECL WANAKBORI SUPERCRITICAL THERMAL POWER PROJECT UNIT-8 |
| 2.0 | Ship To / Destination
(To be mentioned in LR/RR/ Consignment Note) | 1 x 800 MW WANAKBORI THERMAL POWER STATION, Unit-8
c/o Chief Engineer (C&O), WTPS
Gujarat State Electricity Corporation Limited,
Taluka : GALTESHWAR
Distt. Kheda – 388 239 (Gujarat) |
| |  | |
| 3.0 | Ship To / Destination
(To be mentioned in Vendor's Invoice) | The Chief Engineer (C&O), WTPS
1 x 800 MW WANAKBORI THERMAL POWER STATION, Unit-8
Gujarat State Electricity Corporation Limited,
Taluka : GALTESHWAR
Distt. Kheda – 388 239 (Gujarat) |
| |  | |
| 4.0 | Buyer's Name to be mentioned in Vendor's Invoice | For Supply 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)

For Turnkey Packages: (LOA by BHEL-PEM, PO by BHEL-PSWR):

Will be informed separately before dispatch |
| 5.0 | Project Consultant | DEVELOPMENT CONSULTANT PVT LTD , KOLKATA |
| 6.0 | Mode of Dispatch & Project Location Details | By Rail/Road on Door Delivery and freight Pre-Paid Basis.
The site is approachable by National Highway NH-08. The nearest railway station is Sevalia, 8 Km away. The railway track is broad gauge. |
| 7.0 | Clearance for Dispatch of materials | MDCC will be issued by BHEL.

For CAT I & CAT II Items customer (Gujarat State Electricity Corporation Limited) MDCC is also applicable. |
| 8.0 | Road Permit Required | Yes |
| 9.0 | Prior dispatch intimation to BHEL site Office and Underwriters | 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:
a) BHEL Site Office
b) PG1-1, BHEL- PEM, PPEI - Noida(U.P)
c) Insurance Co. |

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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.

10.0 Transit Insurance

For Supply Packages : Transit Insurance under BHEL scope

For turnkey Package: Transit, unloading, storage, handling, erection and commissioning insurance is covered under BHEL scope

11.0 Insurance details Policy No. Intimation to Underwriters

Marine policy 500300/21/15/02/00000030
SCE Policy no 500300/44/15/04/40000013

Policy Period : w.e.f. 01.06.2015 - 31.10.2018 (41 months)

Underwriters Details :-

Mr. Ashim Mukherjee (CRM)
United India Insurance Co. Ltd (UIIC)
(A company wholly owned by Govt. of India)
D-24 & E-25, 2nd Floor,
Himalaya House, 23, KG Marg,
New Delhi, Pin - 110001.
Mb. No. 09899720652
E-mail id: akmukherjee@uiic.co.in

12.0 (a) BHEL GST No.

BHEL PEM GSTIN No. - 09AAACB4146P2ZC (For Supply packages)

BHEL PSWR TIN No. : to be informed later (For Turnkey packages)

(b) Customer TIN No.

24AAACG6864F1ZO

13.0 Recommended Spares

It is mandatory for the bidders to submit the list of recommended spares along with the offer wherever recommended spares are applicable.

14.0 Paying Authority

For packages where PEM will issue the Purchase Order: BHEL PEM will be the paying authority.

For packages where PEM will issue only the LOI and Purchase Order shall be issued by PSWR: BHEL PSWR will be the paying Authority.

15.0 Documents Required (For Supply payment) DIRECT PAYMENT (Original + 6 copies)

1. Invoice
2. LR
3. Packing List – Clearly showing number of packages, gross weight net weight.
4. BHEL MDCC & GSECL MDCC (only for CAT I & CAT II packages/Items)
5. Guarantee Certificate as per GCC.
6. Copy of Insurance Intimation Letter.
7. Copy of Inspection Report / test certificates as applicable
8. PVC Calculation and copy of all applicable indices, if PVC is applicable.
9. Copy of filled Delivery Order.
10. Proof of receipt of material at site. 

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

- a. Invoice.
- b. Copy of MRC

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Approved by
05/09/2017

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- (c) **(For FREIGHT PAYMENT)
DIRECT PAYMENT
(Original + 1 copy)**
- c. Proof of submission of final documents / O&M Manuals in requisite number of soft & Hard copies
 - d. Exchange of E1/E2 form.
 - a. Invoice– Original + 1 copy.
 - b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy)
 - c. Transporter's document indicating the freight amount.

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 & CAT II packages customer MDCC is also applicable.
3. The supplier during inspection of materials of Main supplies & Mandatory Spares by **BHEL- PEM/BHEL appointed TPIA/ GSECL/ GSECL- Inspection agency** 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 vendor's end.

16.0 Unloading at site**By BHEL site office for supply packages****By Vendor** for turnkey packages. (Scope consists of supply and Erection & Commissioning).**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 shall be entertained.**17.0 Storage at site****By BHEL site office for supply packages****By Vendor** for turnkey packages. (Scope consists of supply and Erection & Commissioning).**18.0 Movement of Material within Site**

- a) By BHEL site for Supply Packages
 - b) By vendor for Turnkey Packages (Total Scope including Supply, Erection & Commissioning)
- No movement of loose materials shall be allowed. Items are to be properly packed to ensure proper and safe transportation & storage at site.

Sahil Bhatnagar
Prepared by

Phy. Eng.
Reviewed by

M. Gupta
05/09/2017
Approved by

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19.0	Taxes and duties	i) Concessional Basic custom duty @ 5% (Project under PI Route), IGST (as per prevailing rates) shall be applicable for packages for which CIF content is available as per NIT and customer shall arrange Essentiality Certificate for availing concessional Basic 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 vendor in the GST compliant Invoice:-
20.0	Type of Project	Project Import Route {Non-Mega}
21.0	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 800 MW WANAKBORI THERMAL POWER PROJECT NOTE: Main supply item and items for commissioning spares must be packed separately. Each package delivered under the Contract shall be marked by vendor 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 the Vendor, 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 GSECL. 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.

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- 22.0 **Delivery Order document submission (For Indigenous Supplies)** To effect sale in transit, bidder 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 LR 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 vendors FREE OF COST at one point. Further arrangement shall be carried out by vendor himself.

(ii) **Construction Water:** - Construction Water tapping by vendor from water supply line shall be permitted on chargeable basis.

(iii) **Surplus Material:** - Vendor 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 GSECL/BHEL Site

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:

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