

SPECIAL CONDITIONS OF CONTRACT (REV -01)**1 X 370 MW KPCL YELAHANKA CCPP**

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

Sl. No.	Title	Description
1	Project Name	1 X 370 MW YELAHANKA CCPP
2	Nature of Project	Non - Mega Project
3	Customer	KARNATAKA POWER CORPORATION LTD (KPCL)
4	Consultant	To be informed later
5	Consignee Address	BHARAT HEAVY ELECTRICALS LTD (BHEL), 1 X 370 MW KPCL YELAHANKA CCPP, (NEAR DG PLANT-KPCL YELAHANKA) SN HALLI POST (DODABALLAPUR -BANGALORE STATE HIGHWAY) YELAHANKA, BANGALORE – 560064 KARNATAKA (LR SHOULD BE IN THE NAME OF BHEL)
6	BHEL Site Office Address	CONSTRUCTION MANAGER BHEL SITE OFFICE – 1 X 370 MW KPCL YELAHANKA CCPP, (NEAR DG PLANT-KPCL YELAHANKA) SN HALLI POST (DODABALLAPUR -BANGALORE STATE HIGHWAY) YELAHANKA, BANGALORE – 560064 KARNATAKA
7	Mode of Dispatch	Road
8	BHEL clearance for road transport required	For all Transport By Road
9	BHEL Clearance for Despatch	Yes, MDCC shall be issued by BHEL-PEM/Customer
10	Road Permit Required	Online road permit is applicable for this project. Prescribed format (to be provided at execution stage) duly filled up by the vendor to be submitted to BHEL-PEM for arranging road permit from customer
11	Freight	PREPAID BASIS (shall be considered for evaluation)
12	BHEL CST Details	CST : ND - 5341151 w.e.f. 01/07/2006 UP TT : ND – 0345307 w.e.f. 01/07/2006 UP TIN : 09765702874
13	Customer CST Details	Details for Yelahanka :- a) TIN : 29110785991 b) CST : 01569399 c) KST : 01519366 d) Service Tax Reg No : AAACK8032DSD014 KPCL Head office TIN : 29240078547

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11/1/2016

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14	Dispatch Markings	<p>Supplies under each of following headings shall be packed in separate boxes:-</p> <p>Main Supply along with Commissioning spares OR Mandatory Spares</p> <p>Each box shall be marked on all sides with Capital letters in "RED" indicating the "PEM SUPPLY (Main Supply along with Commissioning spares or Mandatory Spares)" for 1 X 370 MW KPCL YELAHANKA PROJECT.</p> <p>Each package delivered under the Contract shall be marked by vendor as per details listed below and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated) for the purpose of identification. Each and every box (package) shall be marked with following:-</p> <ol style="list-style-type: none"> 1) Name and address of consignee, 2) Project Name 3) Package Name & Vendor Name 4) BHEL-PEM PO No and Date, 5) Gross weight and Net weight of the package, 6) Packing No: (e.g. 1/10, 2/10, 3/10.....when there are 10 packages for one consignment. 7) Packing shall bear a special marking 'TOP', 'BOTTOM', 'DO NOT TURN OVER', "KEEP DRY", "HANDLE WITH CARE", etc <p>IMPORTANT: - Following documents shall be put inside each box:-</p> <ul style="list-style-type: none"> • One copy of respective standard manufacturer's erection instruction / O&M manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also • One copy of the Packing list indicating the item dispatched (with their weights). <p>Items like pumps, Valves, Hoists, Cranes, etc. shall essentially have O&M Manuals and E&C guidelines (wherever applicable) shall be enclosed in the packing box and the same shall also be reflected in packing slip.</p> <p>Each mandatory spare shall be properly tagged giving details i.e. item number of the equipment in line with the CUSTOMER approved BBU for Mandatory spares & Numbers per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer KPCL . One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, catalogue reference.</p>
15	Prior Dispatch Intimation	<p>One set consisting of dispatch document (Vendor's invoice, LR copy, packing list/challan indicating the items dispatched with their weights, Insurance intimation letter and photographs of packing/boxes showing dispatch markings as per SI No 14) shall be sent to following:-</p> <ol style="list-style-type: none"> a) BHEL-PEM (PG I-2) – Both in soft as well as hard copy b) BHEL Site Office c) Underwriters (Insurance Company)

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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
16	Transit Insurance	By BHEL. Vendor to intimate the underwriters quoting the insurance policy no as per SI No 17
17	Details of Policy No & Underwriters	To be informed Later
18	Unloading at site	<p>a) By BHEL site office for supply packages. b) By vendor for Turnkey i.e. supply and Erection & Commissioning packages</p> <p>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. 15 above is solicited.</p>
19	Storage and Movement of material within site	<p>a) By BHEL site office for supply packages. b) By vendor for Turnkey i.e. supply and Erection & Commissioning packages</p> <p>No movement of loose materials shall be allowed. Items are to be properly packed to ensure proper and safe transportation & storage at site.</p>
20	Documents Required (For Supply payment) DIRECT PAYMENT (Original + 4 copies)	<p>For payment, the supplier/vendor shall provide following documents to BHEL/PEM – Project Group</p> <p>a) Original Invoice along with copy of Excise Invoice b) LR/GR/RR (Consignee copy) c) Packing List indicating quantity & Gross weight/ Net weight and ref. of LR d) Vendor COC/ Customer Cleared CHP (if applicable) e) BHEL & Customer MDCC (if applicable) f) Guarantee Certificates g) Copy of letter addressed to Insurance Co.</p> <p>Note: i). Four (4) sets of above documents are required for vendor payment in addition to documents required as per GCC of N.I.T</p>
21	Concessional Custom Duty against Essentiality Certificate (EC) except for packages, mentioned at S.No. 26	<p>Essentiality Certificate, issued by KPCL, shall be passed on to vendors through BHEL for the items Identified by BHEL during enquiry / NIT stage (Limited to the CIF content indicated in PO) for availing Concessional custom duty as applicable for imported contents under power certificate route.</p> <p>Vendor shall indicate the list of imported items, quantity, CIF value in Indian Rupee and Foreign currency, Amount of CD, rate of CD along with the country of import in their bid. Request for additional CIF other than the original bid submitted with enquiry/NIT shall not be entertained by BHEL during contract execution stage.</p> <p>If CIF is available for a specific package then, the same shall be mentioned in the NIT of that package.</p>
22	Excise Duty (ED) on self manufactured items except for packages, mentioned at S.No. 26	Vendor shall quote ED separately in the price bid at applicable rate and it shall be considered for evaluation purpose. Further, ED will be reimbursed to vendor by BHEL.

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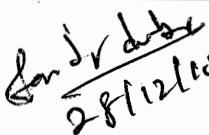
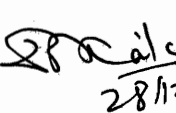
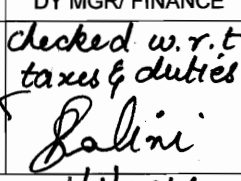
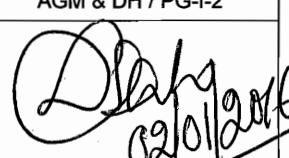
**1 X 370 MW KPCL YELAHANKA CCPP**

23	CST/ VAT	<p>Vendor shall quote CST/ VAT (whichever applicable) separately in the price bid and CST/VAT shall be reimbursed to vendor by BHEL. Further, It may be noted that CST @ 2% / VAT@ 4% (whichever applicable) shall be considered for evaluation purpose.</p> <p>Form-C for claiming concessional sales tax (CST) shall be provided by BHEL against E I / E II Forms, which shall be submitted by Vendor. VAT on intra -state dispatches shall be paid subject to conditions specified in Annexure – I.</p>
24	Service Tax	<p>Vendor to quote Service Tax at applicable rate & amount and the evaluation criteria for the same shall be as follows:</p> <ul style="list-style-type: none"> • For Turnkey Package (E&C in vendor's scope): Service Tax on E&C shall not be considered for evaluation but Swachch Bharat Cess will be considered for evaluation. • For Supply (in PEM scope) packages: Service Tax on all jobs shall be considered for evaluation. <p>Following information shall be provided by vendor in the Service Tax Invoice:-</p> <ol style="list-style-type: none"> a) Vendor Service Tax Registration No. (15 digits) b) Nature of Service and its code c) Name and address of Service provider (Vendor) d) Name and address of Service receiver (BHEL)
25	Taxes and Duties (For order directly on Foreign bidder)	<p>In case of Order on foreign supplier, the Taxes Duties in the country of dispatch shall be borne by Foreign Bidder & to be accounted in the prices quoted to BHEL/PEM/NOIDA.</p> <p>The taxes duties applicable in India shall be borne by BHEL/PEM/NOIDA as port clearance/handling in India shall be done by BHEL-PEM/ BHEL ROD Mumbai for the direct order placed by PEM to the foreign bidder.</p>
26	Custom Duty (CD) & Excise Duty (ED) for Water Treatment Plant	<p>Custom Duty (CD) and Excise Duty (ED) are exempted against exemption certificates for following packages as per GOI notification 14/2004 – Custom dated 08/01/2004 and 3/2004-Central Excise Dated 08/01/2004 respectively:-</p> <ol style="list-style-type: none"> 1) CHEMICAL DOSING SYSTEM 2) CW TREATMENT PLANT 3) EFFLUENT TREATMENT PLANT 4) OZONE GENERATION PLANT 5) GAS CHLORINATION PLANT <p>Exemption certificate shall be arranged by BHEL and provided to vendor for their self-manufactured as well as sub-vendor items directly dispatchable to site.</p> <p>Vendor shall indicate the list of imported items, quantity, value of imported items in Indian Rupee and Foreign currency, Amount of CD, rate of CD along with the country of import in their bid.</p>

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27	Inspection Agency (For Domestic Supplies)	Vendor shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL-PEM (PG-I-2) for arranging Customer participation (if applicable) in inspection / Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL-PEM.
28	Inspection Agency (For International Supplies)	<p>In case of Imported Supplies, advance notice of 30 days for participation in inspection (if applicable, in line with approved QAP/ Customer Hold Points) shall be given by vendor. Third party inspection agency shall be informed to vendor by BHEL-PEM.</p> <p>Test Certificates / Inspection reports (as applicable) duly accepted by the Inspection agency in line with approved QAP/ Customer Hold Points shall be submitted to BHEL/PEM, NOIDA. The above Inspection reports / Test certificates shall be reviewed by PEM-Engineering in line with the Technical Specifications & Approved Data sheets and then sent to M/s KPCL for their clearance. The dispatch clearance (MDCC) by Customer shall be given to the Foreign supplier (or their representative in India) through BHEL/PEM after acceptance of above test certificates by Customer.</p> <p>Inspection charges shall be borne by the vendor and the same shall be included in his offer to BHEL-PEM.</p>
29	Submission of Final Drawings/ Documents along with O & M Manual, Type test certificates (if any)	As per GCC / Technical Specification / Kick off meeting
30	Delivery Order document submission	To effect sale in transit, bidder shall have to obtain format of Delivery Order document (attached with SCC) duly filled in 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.

	PREPARED BY	CHECKED BY	REVIEWED BY	VETTED BY	APPROVED BY
NAME	SUMEET SAHAY	SANJAY KUMAR DUBEY	D K KATE	SHALINI DAS	D SAHA
DESIGNATION	SR ENGR / PG-I-2	SR MGR / PG-I-2	DGM / PG-I-2	DY MGR/ FINANCE	AGM & DH / PG-I-2
SIGNATURE & DATE	 28/12	 28/12/15	 28/12/15	 checked w.r.t taxes & duties. Shalini 1/1/2016	 02/01/2016

SPECIAL CONDITIONS OF CONTRACT (REV -01)**1 X 370 MW KPCL YELAHANKA CAPP****ANNEXURE - I**

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

Name of BHEL Unit :- BHEL – EDN, BANGALORE
 Address:- PB 2606, MYSORE ROAD, BANGALORE - 560026
 TIN No. :- 29180069268

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

Vendors' original tax invoice for intra State transactions is one of 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 & date, product description with unit rate, quantity, value, 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/documents 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 compliant 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.

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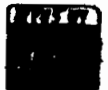


Project Engineering
Management

Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking)

POWER SECTOR, PROJECT ENGINEERING MANAGEMENT
Power Project Engg. Institute, Plot No. 28, Sector 16 - A,
HRDI & ESI Complex, NOIDA 201 301 (UP)



No.: Our Po ref no.
Date: (To be filled by
Vendor/supplier)

To,

The _____ (Transporter)

M/s _____ (supplier). has despatched goods through you covered by RR/LR
No. _____ dated _____.

Under contract goods are to be delivered to M/s _____ (customer)
since the same has been sold by us to them as subsequent sale.

We authorise you to deliver the said goods to M/s _____
_____ (customer) or to his order.

We indemnify you against any loss, claim or whatsoever that may accrue to you in delivering the
aforesaid goods to M/s _____ (customer)

(Sign & stamp) BHEL

Date (To be mention by vendor) Time _____