

**SPECIAL CONDITIONS OF CONTRACT (REV 00) dated 26/09/17
FOR
2 X 660 MW MAITREE SUPER THERMAL POWER PLANT - BANGLADESH**

These Conditions shall be read in conjunction with General Condition of Contract (GCC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC and its corrigendum, if any.

1.0	Project Name	2 X 660 MW MAITREE STPP - BANGLADESH
2.0	Ultimate Customer	Managing Director, Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh (Contact details – 8823941805) NOTIFIED TO: DGM(C&M), Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton Garden, Dhaka-1217, Bangladesh
3.0	Delivery Address (Ship To)	a) For Indian Suppliers - CHA Godown Haldia Port 'or' Haldia Port. b) For Foreign Suppliers - MONGLA PORT, Bangladesh c) For Bangladeshi Suppliers - Maitree site, Rampal, Bangladesh (Refer S.No. 4)
4.0	Location of Plant	2 X 660 MW MAITREE STPP PROJECT SITE, PO – KALEKKHARBER, UNION – RAJNAGAR, UPAJILA - RAMPAL, DISTRICT – BAGERHAT-9343, BANGLADESH Nearest Port: The nearest port is Mongla Port, Bangladesh. Nearest Airport: The nearest airport is Hazrat Shahjalal International Airport, Dhaka.
5.0	Entry Point in Bangladesh	1) MONGLA PORT, BANGLADESH 2) DHAKA's INTERNATIONAL AIRPORT, BANGLADESH
6.0	Consignee Address (Bill To)	BHEL, POWER SECTOR - PROJECT ENGINEERING MANAGEMENT, POWER PROJECT ENGINEERING INSTITUTE, PLOT NO.25, SECTOR-16A, NOIDA-201301 STATE - UTTAR PRADESH

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	Notes:	1. Consignee address (Bill To) in Invoice & LR should be strictly as per Sl. No. 06. Place of supply along with name of state to be clearly indicated by vendor in invoice. 2. Delivery address (Ship To) in Invoice and LR should be as per Sl. No. 03. 3. Invoice should clearly specify "Billing from" and "Shipping from" addresses. 4. It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement.
7.0	Buyer and Paying Authority	1) Packages for which PO is placed by BHEL-PEM - Buyer and Paying Authority shall be <u>BHEL-PEM</u>. 2) Packages for which LOA is issued by BHEL-PEM & PO is placed by BHEL-PSER - Buyer and Paying Authority shall be <u>BHEL-PSER</u>.
8.0	Mode of Dispatch	By Road/Rail/Sea/Air on Door Delivery and freight Pre-Paid Basis.
9.0	Road Permit / E-waybill	Shall be informed later.
10.0	Countries on banned list	The bidder shall get himself acquainted with the relevant Bangladesh laws as well as the import policy of the Government of People's Republic of Bangladesh remaining in force regarding import of banned item, if any, during the execution of the contract. In case of import of any banned items and/or contraband item, the consequential liability shall rest with the contractor. Similarly, the contractor shall be responsible for any non-conformance of Bangladesh Laws either by its own employees or any of the employees of its sub-contractors during the execution of the contract.
11.0	Certification for the sourcing of material.	As per Contractual requirement, goods and services of minimum 75% of the total EPC contract value are to be sourced by BHEL from India only, therefore, all bidders must be mandatorily required to mention value of content sourced from India in their offer to BHEL-PEM and must be required to submit documentary proof (while claiming payment) certifying the value of content sourced from India.

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12.0	Transit Insurance	Indian Supplier: Inland Insurance up to delivery Address (i.e. CHA Godown Haldia port 'or' Haldia port.) a) The inland insurance covering the vendor material from their works to the Haldia port shall be taken by BHEL and the details of the same shall be intimated to the successful bidder before dispatch of consignments to Haldia port. b) Vendor shall not quote for any inland insurance for 2 X 660 MW BIFPCL MAITREE KHULNA STPP. Vendor shall inform the following details of dispatches to the Underwriter (refer details below at S.no. 13) under intimation to BHEL-PEM and BHEL ROD Kolkata: (1) Policy No. (2) Consignee Name. (3) Consignment Details (items with their weights and value (in INR)). (4) Project Name and P.O. No. (5) LR No. and date, Dispatch origin and destination details, Inv. No. Foreign vendor: For foreign supplies which are direct from third country to Bangladesh port, Insurance from the Vendor's works in the foreign country to the Bangladesh Port shall be covered under Marine Insurance Policy by BHEL. These supplies are on C&F basis.
13.0	Policy No.	Shall be informed later
	Name of the insurance company details:	Shall be informed later
14.0	GST Registration No.	BHEL-PEM: 09AAACB4146P2ZC

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15.0	Dispatch Documents required (to be furnished by Vendor for payment)	Vendor to furnish the scanned copy of dispatch documents immediately on the date of dispatch for billing at BHEL end. For materials originating from non-Indian Territory (a). 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. (b). One (1) original and Three (3) copies of signed Invoices (c). One (1) original and Three (3) copies of Packing List (clearly showing number of packages, gross weight and net weight). (d). Three (3) copies of certificate of country of origin. (e). Copy of Customer/BHEL MDCC. (f). Three (3) copies of inspection certificate, if any, issued by the customer/his authorised representative. (g). Three (3) copies of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment. (h). 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. (i) Shipping Specification – One (1) copy. (j). Quality Certificate – One (1) copy. (k). Approved Test Certificates, if any. - Three (3) copies. (l). Guarantee Certificate – One (1) Original + One (1) copy. (m). Inspection Reports – One (1) Original + One (1) copy. (n). PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies. For Claiming Dispatch payments (for materials originating from Indian territory), Freight, MRC & Services Payments - refer GCC.
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16.0	Material Receipt Certificate (MRC)	For Supply Packages, Material Receipt Certificate shall be arranged by BHEL-PEM. <u>Payment linked to MRC</u> – In case MRC is not received within 120 days from the date of dispatch, receipted LR duly endorsed by BHEL-ROD Kolkata/ BHEL CHA at Kolkata/Haldia Port shall be treated as MRC for vendor payment purpose.
17.0	Taxes & Duties	A) GOODS AND SERVICE TAX (GST) Transaction between a manufacturer and merchant exporter is in the nature of supply and is not exempted under the GST laws. Accordingly the Indian bidder should quote the relevant CGST/SGST/IGST in their bid. However, CGST/SGST/IGST will not be taken into consideration for the purpose of evaluation of the bid. B) Being export project, the Indian bidders are required to consider all the applicable export benefits, if any, as per the Foreign Trade Policy 2015-20 and Custom Act. BHEL PEM will provide all the necessary support in this regard. The bidder is required to indicate the support required and the break-up of CIF content at the enquiry stage. C) Custom duty shall be payable by BHEL/BIFPCL-BANGLADESH at the port of destination (BANGLADESH) for the clearance of material supplied. However vendors to note that in case material gets rejected due to reasons attributable to the vendor, then the vendor shall bear the customs duty & other incidentals at the port of destination for further replenishment supplies to be made. D) After the completion of supply of the ordered quantity, for any further supplies arising due to reasons attributable to the vendor, Customs duty and other incidentals at BANGLADESH port shall be paid by the vendor. E) For foreign vendors, if any extra charges are incurred by BHEL during custom clearance at Bangladesh port due to non-compliance/insufficiency by foreign vendor, the same shall be to vendor account.

Signature
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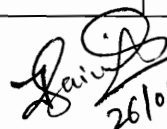
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	Taxes & Duties	F) In case of Order on foreign Vendor , the dispatches shall be on C&F basis and Taxes & Duties in the country of dispatch (origin) shall be borne by Foreign Bidder & to be accounted in the prices quoted to BHEL/PEM/NOIDA.									
18.0	Loading criteria	In case of quotation from different countries are received against any tender, then, quoted FOR CHA GODAOWN Price/ FOB price shall be loaded by following factors to arrive at Total FOR Site price for evaluation purpose. Loading for transportation & Custom Clearance cost to reach material at Maitree project Site at Rampal right from receiving of Cargo at following Port:- <table border="1"> <thead> <tr> <th>Delivery address</th><th>General Cargo (Rate PER MT in Rs)</th><th>ODC Cargo (Rate PER MT in Rs)</th></tr> </thead> <tbody> <tr> <td>From Kolkata/Haldia Port, India</td><td>3015</td><td>4077</td></tr> <tr> <td>From Mongla Port, Bangladesh</td><td>967</td><td>1609</td></tr> </tbody> </table> NOTES :- - Bidders to quote weight/dimension of material in their quotation to BHEL-PEM. - ODC shall be considered for 100MT or 13MX3MX3M Dimension, whichever is Higher. Also, Loading for any deviation to NIT documents shall be done as per provisions of GCC and its corrigendum, if any.	Delivery address	General Cargo (Rate PER MT in Rs)	ODC Cargo (Rate PER MT in Rs)	From Kolkata/Haldia Port, India	3015	4077	From Mongla Port, Bangladesh	967	1609
Delivery address	General Cargo (Rate PER MT in Rs)	ODC Cargo (Rate PER MT in Rs)									
From Kolkata/Haldia Port, India	3015	4077									
From Mongla Port, Bangladesh	967	1609									
19.0	Guarantee Period	Guarantee period shall be as per clause no.12.0 of GCC rev no.06 or as specified in NIT, whichever is later.									
20.0	Unloading, Storage and Movement of Material within Site	-By BHEL site office for Supply packages. (The Vendor shall furnish LR wise Gross Wt. and net weight of the consignment in attached format annex-A for the purpose of handling the consignment by BHEL site loading/unloading contractor). -By Vendor for Turnkey i.e. Supply and Erection & Commissioning Packages.									

Signature
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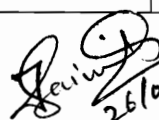
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21.0	Inspection Agency (Domestic & Imported supply supplies)	Shall be informed later
22.0	LD Calculation	<u>Indigenous vendor</u> LD to be worked out/levied upto the date of handing over of the goods to the ROD at 'Haldia Port'/ CHA Godown, Haldia port as mentioned in Sr.No.27.0 of this SCC. Hence, original LR stamped with the date indicating the handing over date of consignments to ROD Kolkata/ CHA Godown, Haldia Port to be submitted by the supplier to PEM as a proof of goods handed over to ROD Kolkata with dispatch invoices. <u>Foreign vendor</u> LD to be worked out/levied based on the date of Bill of Lading as delivery completion. All other LD terms shall be as per Clause no.16.0 of GCC REV 06.
23.0	Clearing House Agents (CHA)	Name of CHA: To be informed later A. <u>Godown Address:</u> To be informed later B. <u>Port Address:</u> To be informed later Contact person: - To be informed later C. <u>ROD -KOLKATA</u> contact details - Mr. Abhijit Chowdhury, Sr. Engineer will coordinate from ROD-Kolkata. Mob - 9830441607, E-Mail - abhijit@bhel.in NOTE: Indian Vendor shall confirm from BHEL about the delivery address (as mentioned above), before the dispatch of material.
24.0	Packing Instructions	Refer Annexure -C for packing instructions.


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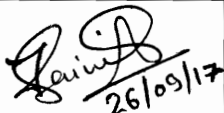
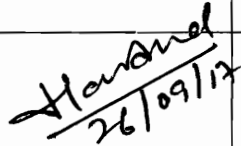
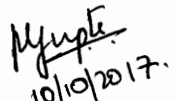
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25.0	Excise Attestation at Works	Sealing of containers – Procedure for sealing of containers shall be as per clause no B of circular no 26/2017-Customs dated 1st July, 2017 and other related circular thereof issued from time to time by Govt of India. For this purpose, PEM's supplier should send the packing lists to IO-Projects at least 2 weeks in advance to enable prepare Shipping Invoices for furnishing to the PEM's supplier for requisite attestations and sending to ROD Kolkata through fastest means for a smoother and faster customs clearance under intimation to PEM, NOIDA.
26.0	Packing List and Routing of Packing Lists	Copy of suggestive format is attached as Annexure- A. This format is to be strictly followed by the supplier/ bidder (applicable for those bidders to whom order shall be given by PEM). Packing list is an extremely important document, which forms a part of Export Documentations in connection with the processing of customs formalities. Packing List has to be generated by units/Unit vendors and sent to IO at Lodi Complex, New Delhi, and ROD, Kolkata (both at the same time), two weeks in advance, for processing and obtaining shipping bills' clearances. All PEM's suppliers to note that Haldia port would be the major port of shipment from India.
27.0	Advance intimation about dispatches BHEL-ROD Kolkata, BHEL IO Project, New Delhi & BHEL-PEM NOIDA:	An advance e-mail/fax intimation of dispatch of materials / Equipment shall be given by the supplier to PEM NOIDA, BHEL IO Lodi Complex, New Delhi and BHEL-ROD Kolkata (The contact person & Tel. no. & address of ROD Kolkata etc. shall be furnished later. All PEM's suppliers will give at least 15 days advance intimation to PEM NOIDA, ROD, Kolkata & IO-Projects along with package details/ Packing List before actual dispatches to arrange for the storage/shipping arrangements by ROD Kolkata and customs invoicing by IO-Projects. Information must be sent to consolidate the details and arrange for shipments in time.


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28.0	Commissioning spares	The commissioning spares shall be properly packed separately in separate box as per approved sea worthy packing and each spare shall be properly tagged giving details (to match the description given in the packing slip) to facilitate their proper identification. Three copies of packing list is to be kept inside the box and one copy in a special packet at the outer side of the Box.
29.0	Mandatory Spares	Packing as per approved seaworthy packing instructions. Three copies of packing list along with Manufacturing drawing no. Reference, Catalogue reference etc. is to be kept inside the box and one copy in a special packet at the outer side of the Box.
30.0	Submission of Final Drawing / Documents along with O&M Manual, Type Test Certificates (if any)	As per GCC/ Technical specification/ Kickoff meeting.
31.0	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, BOI status, manufacturing, engineering progress including status of major drawings/docs, 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.

	Prepared by	Checked By	Reviewed by	Vetted by	Approved by
Signature	 26/09/17	 26/09/17	on leave	Finance observations are as per mail dtd 28/09/17	 10/10/2017
Name	JITENDER SAINI	HASEEN AHMED	VIKAS BANSWAL		PRADIP GUPTA
Designation	SR.ENGR /PG-1	MGR/PG-1	DGM/PG-1	FINANCE	DH/PG-1

ANNEXURE - A

Managing Director,

Bangladesh-India Friendship Power Company (Pvt.) Limited, Level-17, Borak Unique Height, 117, Kazi Nazrul Esakaon Garden, Dhaka-1217, Bangladesh

NOTIFIED TO

DGM&M, Bangladesh-India Friendship Power Company (Pvt.) Limited,
 Level-17, Borak Unique Height, 117, Kazi Nazrul Islam Avenue, Eskaton
 Garden, Dhaka-1217, Bangladesh

Packing List No. & Date :

DELIVERY POINT

**Exporter : M/s. Bharat Heavy Electricals Ltd,
PS - PEM, PPEI, Plot No 25, Sector-16A, Noida
201301 (U.P.)**

BHEL PO No.:

**Project : 2 X 660 MW MAITREE SUPER THERMAL
POWER PLANT - BANGLADESH**

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ANNEXURE – B to SPECIAL CONDITION OF CONTRACT (SCC) REV 00

2 X 660 MW MAITREE STPP - BANGLADESH

Annexure - B

Marks & Numbers on Packing Cases:

Following name plate (indelible) must be fixed on at least two sides of each box/package-

Shipping Marks	BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT) LTD 2 X 660 MW MAITREE SUPER THERMAL POWER PLANT PROJECT, BANGLADESH
EPC Contractor	BHARAT HEAVY ELECTRICALS LTD (BHEL), INDIA
Ultimate CONSIGNEE:	MANAGING DIRECTOR, BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT.) LIMITED, LEVEL-17, BORAK UNIQUE HEIGHT, 117, KAZI NAZRUL ISLAM AVENUE, ESKATON GARDEN, DHAKA-1217, BANGLADESH
Destination:	2 X 660 MW MAITREE STPP PROJECT SITE, PO – KALEKKHARBER, UNION – RAJNAGAR, UPAJILA- RAMPAL, DISTRICT – BAGERHAT-9343 (KHULNA DIVISION), BANGLADESH
Origin or Source of Materials	
Box No.	(Numbering scheme as per SI No. 24.0 of this SCC above)
Size in Cms. (LXBW):	
Net Weight in Kgs.:	
Gross Weight in Kgs.	
Volume in CBM :	
Port of Discharge** :	
Package Name MainSupply/ commissioning spares/ Mandatoy spares	
Handling Marks and delivery Marking	


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**ANNEXURE – C to SPECIAL CONDITIONS OF CONTRACT (REV 00)
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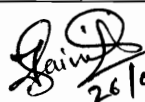
ANNEXURE – C for PACKING INSTRUCTIONS

1.0	Box Numbering System	Following Box Numbering System shall be followed by the PEM's Suppliers: Package number: BHEL/MTR/BD/PEM/YYY/ZZZZZ Series (ZZZZZ) to be used by PEM shall be from 30001 to 39999. Vendor wise package numbers shall be informed by PEM along with MDCC. Bidders to note that no duplication of box numbers is permitted). i.e. First package dispatched from PEM should be numbered as BHEL/MTR/BD/PEM/YYY/30001 In addition to the Name plate as per Annexure-B, each package should have the following inscriptions and signs legibly and clearly marked/stenciled with an indelible red ink on at least two sides, covering one fourth of the area of the side. BANGLADESH-INDIA FRIENDSHIP POWER COMPANY (PVT) LTD 2 X 660 MW MAITREE SUPER THERMAL POWER PLANT PROJECT, BANGLADESH EPC CONTRACTOR: BHARAT HEAVY ELECTRICALS LTD (BHEL), INDIA
2.0	Provision of Inspection Windows on Packages	PEM's supplier should provide inspection window of size 6"x4" (glass perplexx) for customs examination for all such packages (above 1.5 x 1.5 x 1.5 cu m) involving Panels of any kind. Care would be taken to ensure that all packages are properly sealed to avoid ingress of moisture, rodents etc. Packing slip folders shall be attached in each box.
3.0	Marking for safe handling	To ensure safe handling, packing case shall be marked to show the following: • Upright position • Sling position & Centre of gravity position • Storage Category • Fragile components (to be marked properly with a clear warning for safe handling)


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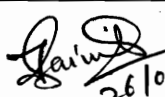
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4.0	EXPORT PACKING / PACKAGING INSPECTION:	The packing shall conform to the sea-worthy packaging procedure given along with the technical specification/NIT and should be SEA worthy to withstand the Sea & Salt laden conditions. The packages shall be made in line with the packaging Drg. & procedures approved in Cat-I by BHEL PEM Noida. The packaging procedure approved by PEM in cat-I must be available with PEM's supplier before making of the boxes and commencement of the packaging inspection for their ordered scope. All the bidders to note that - a) Packaging inspection shall be undertaken by Third Party independent surveyor/BHEL based upon PEM approved packaging procedure. It may be noted that NO package shall be dispatched without the acceptance of packaging agency (BHEL/Independent third party inspection agency appointed by PEM. b) The bidders to give a check list to BHEL-PEM as well as Packaging Inspection agency, indicating the identified goods under his scope of supply, weight & dimension of the box /packages & its weight for the purpose of shipment on to the vessel and also handling at Port. c) The independent packaging agency Release Note OR BHEL-CQS Packaging Inspection clearance certificate as applicable shall be necessary & submitted to BHEL-PEM/PG-I for obtaining MDCC. As far as possible, the packing has to be rectangular in shape for optimum space utilization in the ship and economize on shipping costs. Projections on packages are prohibited. The packing list as per Annexure - A has to be checked and certified by the Inspection agency with due signatures and stamp. No loose items / Gunny bag packing are allowed for shipment. Proper pallets and crates are to be used for packing of Oil drums and Structure. Name plate (indelible) with required details as per Annexure –B must be fixed on at least two sides of every Box/package.
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**ANNEXURE – C to SPECIAL CONDITIONS OF CONTRACT (REV 00)
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5.0	Transportation Drawings for Heavy Weight/ODC consignment (For any package/item weighing above 20000 kgs and/or size greater than 2.5 X 2.5 X 4 m)	Detailed engineering documents (at least 4 sets) for all items of the above category will be furnished by PEM's supplier to issue shipment enquiries in a proper manner. The drawing has to include center of gravity of the item clearly. Units / PEM's supplier to identify such items and notify to IO group through BHEL-PEM as soon as the Engineering Documents are released.
6.0	Proper Capacity of Trailers for inland Transport in India	The PEM's suppliers making arrangements for inland transport in India for the goods ordered by BHEL-PEM should ensure that the trailers would be able to carry the actual weight (not designed weight) of the equipment. No overhanging of the cases should be permitted. This is essential to avoid any damage to the consignment en-route to the port of dispatch. The truck carrying the cargo shall be covered with a Tarpaulin to meet the weather vagaries in inland transport.
7.0	Other important packing instructions	a) All equipment and materials and other Plant shall be suitably coated wrapped, or covered and boxed or crated for export shipment and to prevent damage during handling and storage at All the Site. Cardboard containers shall be enclosed in a solid wooden container. b) Equipment and process materials shall be packed and semi-knocked down, to the extent possible, to facilitate handling and storage and to protect bearings and other machine surfaces from oxidation. Each container, box, crate or bundle shall be reinforced with steel strapping In such a manner that breaking of one strap will not cause complete failure of the packaging. The packing shall be of best standard to withstand rough handling and to provide suitable protection from tropical weather while In transit and while awaiting erection at the Site. c) Equipment and materials in wooden cases or crates shall be properly cushioned to withstand the abuse of handling, transportation and storage. Packing shall include preservatives suitable to tropical conditions. All machine surfaces and bearings shall be coated with oxidation preventative compounds. All parts subject to damage when in contact with water shall be coated with suitable grease and wrapped in heavy asphalt or tar impregnated paper.


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| | <p>d) Crates and packing material used for shipping will become the property of Employer, but the Contractor will be allowed to use the same for the Work as needed, but the remaining material shall be turned over to Employer upon completion of the Project. Provided however, shippers container used for transportation of material shall be returned to the Contractor.</p> <p>e) Each part of the equipment which is to be shipped as a separate piece or smaller parts packed within the same case shall be legibly marked to show the unit of which it is part, and match marked to show its relative position in the unit, to facilitate assembly in the field. Unit marks and match marks shall be made with steel stamps and with paint.</p> <p>f) Each case shall contain a packing list showing the detailed contents of the package. When any technical documents are supplied together with the shipment of materials no single package shall contain more than one set of such documents. Shipping papers shall clearly indicate in which packages the technical documents are contained.</p> <p>g) Wherever necessary besides usual Inscriptions the cases shall bear special indication such as "Top", "Do not tum over", "Care', "Keep dry", etc., as well as indication of the centre of gravity (with red vertical lines) and places for attaching slings (with chain marks).For all fragile equipment, unit should take special care to pack and label with additional markings such as "FRAGILEHANDLE WITH CARE" ," LIFTING POINTS" , " THIS WAY UP" , " DO NOT STACK" etc. to protect them from damage in transit.</p> <p>h) Cases which cannot be marked as above shall have metal tags with the necessary markings on them. The metal tags shall be securely attached to the packages with strong steel binding wire. Each piece, skid, case or package shipped separately shall be labelled or tagged properly.</p> |
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