

 	INDUSTRIAL SYSTEMS GROUP (Material Management-2)	SPECIAL CONDITIONS OF CONTRACT (SCC) Revision No. 00 Date: 30.05.2017	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-V, Units 7 & 8 (Mobile Coal Sampler)
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These Conditions shall be read in conjunction with General Condition of Contract (GCC Rev 01) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the requirement of SCC shall prevail over the GCC.

Sl. No.	Project Name	2 X 660 MW Suratgarh Super Critical Thermal Power Station Stage-5, Units 7 & 8.
1.	Type of Contract	Turnkey Package
2.	Consignee address	RESIDENT MANAGER/BHEL-ISG BHEL-ISG SITE OFFICE 2x660 MW SURATGARH SCTPS, UNIT 7&8, SURATGARH, DIST - SRI GANGANAGAR ,RAJASTHAN PIN - 335804 Notes : 1) Consignee address in LR should be strictly as per above for the self manufactured items of the vendor. However, the material shall be consigned to the site address of the vendor only for the bought out items of the vendor, which are directly dispatchable to site. 2) Vendor to note that to effect "Sale in Transit", BHEL shall issue "Delivery Note" to the Transporter for transferring the ownership from BHEL to the customer (RRVUNL). In the case of directly dispatchable bought out items of the vendor, the "Delivery Note" shall also be issued to the transporter by the vendor for transferring ownership from vendor to BHEL. Delivery Note(s) shall be carried by the transporter along with other dispatch documents and shall be submitted along with the invoice for payment purpose
3.	Customer Name	M/S Rajasthan Rajya Vidyut Utpadan Nigam Limited, Rajasthan.
4.	Customer Order Ref No	RVUN/SE/(TD-I)XEN(TD-II)/D.380, Dated-23.05.2013
5.	Customer/Owner's TIN No.	08332105465
6.	Customer/Owner's PAN No.	AABCR7436B
7.	Buyer and Paying Authority	A) For Inter-state sales (where CST is applicable): BHEL-ISG, Bangalore B) For Intra-state sales (where VAT is applicable): Paying Authority shall be same as referred above. However, Buyer will be BHEL-PSNR, Noida. Detail requirements are enclosed as Annexure-I to SCC which are to be followed strictly.
8.	BHEL-ISG TIN	29630078284
9.	BHEL-ISG Pan No	AAACB4146P
10.	BHEL-ISG CST No.	70160429 dated. 19.09.02
11.	Mode of Dispatch	By Rail/Road/Sea.

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		Note : It is Vendor's responsibility to ensure availability of trucks well in advance for dispatch of material to meet contractual delivery requirement
12.	Road Permit Requirement	Required. To be provided by RRVUNL.
13.	Transit Insurance	In BHEL Scope. A) Policy number - - SCE 5003004414P112521164 Policy period- 22/05/2017 to 21.05.2018 - Marine Cargo Open Policy -5003002114P112528695, Policy period- 22/05/2017 to 21.05.2018 B) Contact details :- Anju Kochhar Assistant Manager UIIC-LCB Delhi 9650052495 (Mobile) E-mail: anjukochhar@uiic.co.in Prior Dispatch intimation shall be issued to Insurance agency about the value of consignment, dispatch details, along with one set of documents consisting of LR / RR copy, Packing List, Challan indicating the items dispatched (with their weights). A copy of above should be sent to the following : a) BHEL. Site office (Address same as Consignee address) b) BHEL-ISG, Prof CNR Rao Circle, IISc Post, Malleswaram, Bangalore-560 012: Contact Details: D.S Pradeep Kumar Sarma Senior Engineer (Commercial) BHEL-ISG Bangalore Email ID- dsp@bhelisg.com
14.	Unloading at Site	In the scope of vendor.
15.	Storage at Site	In the scope of vendor including construction of stores.
16.	Movement of Material Within Site	In the scope of vendor.
17.	Provision of Facilities at Site : (Applicable for Turnkey Packages)	a) Electricity: - Construction Power at 415 V (3 phase) level shall be provided at one point in the project "Site" free of cost. All temporary wiring must comply with local regulations and will be subject to RRVUNL inspection and approval before connection of supply. The free supply of power will not be provided for the use in labour and staff colony. b) Construction Water: - Construction water shall be provided free of cost at one point.

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18.	Delivery Schedule	Delivery Schedule for this package shall be – Completion of Supply: Within 02 (two) months from the date of drawing approval/ QAP approval/manufacturing clearance. Completion of dismantling activity and Erection & Commissioning: Within 01 (one) month from the date of supply of equipments. Completion of all facilities pertaining to Mobile Coal Sampler Package, including PG Test of complete system, Trial Operation & handing over shall be done before 30.09.2017 Note: - This is subjected to submission of drawings/documents by vendor within 2 weeks of LOI and vendor to re-submit documents within 10 working days taking care of all comments. In case there are delays of submission of documents beyond 2 weeks of order or 10 working days of comments, that much days of delay would be reduced from delivery period. - Vendor shall strictly adhere to 'L2' schedule: In case of non compliance to agreed schedules / milestones, then it would be presumed that vendor / contractor is not fulfilling contractual obligations. BHEL reserves the right to take suitable action like operating "Risk & cost clause".
19.	Project management	To meet the need of project management, contractor shall provide the following services within quoted/ accepted prices : PLANNING & MONITORING - The contractor shall prepare L1 schedule/ network of engineering, manufacturing, testing, and procurement of sub-vendor items, as per delivery schedule given in this document. This network must conform to the overall project schedule. - Based on L1 network the contractor will prepare L2 network which will indicate exhaustive list of activities of engineering, procurement of raw materials, manufacturing, testing, procurement of sub-vendor items, and dispatch as per delivery schedule given in this document. This network must include all milestones and key activities for each subsystems/ components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), dispatch, erection/

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		commissioning etc. • Above schedules are to be preferably made in MICROSOFT PROJECT so that the same is compatible with BHEL's project management software. • Above schedules/ networks would be submitted to BHEL sequentially by the contractor within 15 days from date of LOI and finalized within a month. • PROGRESS REPORTING • The contractor shall prepare and submit to BHEL monthly progress report indicating progress on key activities, management summary for critical activities, list of actions requiring attention of BHEL in CD (compatible to BHEL software) and also in requisite number of hard copies. The input & output data for all such schedule shall be furnished to BHEL in a manner compatible with BHEL software available at site. A copy of the progress report must be submitted to Project Manager/ Suratgarh latest by 7th of every month covering the detailed progress achieved in the previous month. • The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the contractor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippage's do not accumulate and effect the overall program. • Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. The program of subsequent week shall also be presented by contractor for discussions. The contractor shall constantly update/revise his work program to meet the overall requirement. • Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of bidder will be held once in a month at Bangalore/site. These meetings will be attended by reasonably higher officials of the contractor and will be used as a forum for discussing all areas where progress needs to be speeded
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		up. The contractor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings. • Successful bidder has to provide electronic/ computerized storing and re-production/ printing/ plotting of various data, log sheets, protocols, measurements etc. These may be stored in virus free CD & handed over to BHEL as per requirement. • Other provisions of GCC of this tender would be applicable.
20.	Payment terms	As per GCC Rev-01. For Supply: As per GCC Rev-01 (Clause No-9.3) The clause 9.3.1 (i) of general commercial terms & conditions of GCC, rev-01 shall be read as : Five percent (5%) pro rata payment of total basic price (excluding taxes, duties & freight) as per approved billing schedule against approval of design documents and drawings certified by Engineering and submission of Bank Guarantee of equivalent value valid till completion of supply (Valid initially up to contractual completion date of supply). Design document and drawings shall be as defined for approval in the technical specification. The clause 9.3.2 of general commercial terms & conditions of GCC, rev-01 shall be read as : Five percent (5%) of basic price of materials supplied along with freight, if applicable, will be released on pro-rata basis after storing at proper space and submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser. Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/Contractor. For E&C, PG Test & T.O: As per GCC Rev-01 (Clause No-9.4) (Copy of site certification / RAB (RAB format as per Annexure-III) for having completed the work shall be submitted by bidder at the time of claiming erection & commissioning payments along with other documents as mentioned in clause 9.7.5 of GCC)
21.	Guarantee period	The equipments shall be guaranteed for trouble free performance for a period of 18 months from the date of last supply or 12 months from

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		the date of final acceptance whichever is later.
22.	Price basis	For Supply: Firm till completion of the Project. Ex-works inclusive of packing & forwarding charges. Taxes, duties and freight to be paid in line with GCC Rev-01. For E&C, PG Test & T.O: Firm till completion of the Project. Service tax along with Swachh Bharat Cess to be indicated separately and will be reimbursed at actuals. TDS shall be made for IT as per Income Tax act.
23.	Submission of Performance Bank Guarantee (PBG)	PBG, in line with clause no 11 of general commercial terms & conditions of GCC, rev-01, is to be submitted within 10 days from the date of Letter of Intent (LOI). Clause no- 11.4 of general commercial terms and conditions of GCC, Rev 01 shall be read as: Validity of the Bank Guarantee shall be for the entire Guarantee period + 3 months claim period. Initially, it should be at least 21 months + 03 months claim period, later extended to cover the guarantee period, two months before its expiry. Note: The Bank Guarantee to be provided in the hard and not in the SFMS format". Our bank details is as follows: Name of Site/division: BHEL ISG Name of Bank: ICICI BANK LIMITED Branch Address: ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE – 560025 Phone No. of the Bank: 022-28308110 Branch Code: 0002 Branch IFSC Code: ICIC00000002 Account No: 000205003783 Nature of account: COLL A/C
24.	Taxes & Duties	a) All Bidders to note that this is a Mega ICB (International Competitive Bidding) Project. Accordingly the benefits applicable to Mega project would be granted for this project (Project with deemed export benefits). In this regard applicable documents such as Project Authority Certificate (PAC) will be issued by RRVUNL (customer). Under this Project Authority certificate Zero % Custom Duty shall be applicable on the Import Contents of the supplier. b) RRVUNL shall issue PAC to BHEL as main vendor for availing zero custom duty for the imported supply applicable for this project ordered by BHEL and based on the above PAC, BHEL shall issue PAC to each vendor. The Bidder to indicate the Import contents i.e. list of the item, Currency of Import and Country of Import including CIF value in

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		their offers. BHEL shall inform, the availability of CIF value for a particular package including ceiling limit, if any, during evaluation of offer. Bidder has to pass on the benefit of availing Zero % custom duty in price offered to BHEL. c) All bidders to note being a Mega Project, Excise Duty shall not be included in their prices to BHEL as per the nature of the project. However, BHEL shall issue PAC to main vendor for their self manufactured item only. Concessional CST presently 2 % against Form 'C' & E1/E2 is to be considered in their prices. Concessional CST/ VAT shall be considered for evaluation of offers to arrive at the L1 bidder. The benefit of Nil Excise duty and concessional CST must be passed on to BHEL in their offer. Swachh Bharat Cess leviable under sub-section (2) shall be in addition to any cess or service tax leviable on such taxable services under Chapter V of the Finance Act, 1994, or under any other law for the time being in force. VAT on your intra-state dispatch shall be paid subject to conditions specified in Annexure-I & II. VAT returns shall be submitted by the vendor as and when required by BHEL. Entry tax: If any, shall be payable by ultimate customer (RRVUNL) directly to sales tax authority. Hence the same should not be considered in the offer.
25.	Submission of E1/E2 forms	Submission of E1/E2 forms shall be ensured by Vendor within the time specified in sales tax act.
26.	Inspection Agency	Inspection of packages shall be carried out by agency as per below Inspection category of packages : For domestic suppliers : Vendor shall give inspection call in line with approved QAP/Customer/Owner Hold Points to BHEL-ISG / Third Party Inspection Agency (as informed by ISG) for arranging Customer/Owner/ Third Party participation (Where ever applicable), with an advance notice of 15 working days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by Customer/Owner based on the BHEL-ISG report OR Joint inspection report of BHEL ISG & Customer/Owner (Wherever applicable). For foreign vendors : In case of Imported Supplies advance notice of 30 working days for participation in inspection (if applicable, in line with approved QAP/Customer/Owner Hold Points) to be given. The Test Certificates & Inspection reports duly accepted by the Foreign Vendor Inspection agency in line with approved QAP /

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		Customer/Owner Hold Points shall be submitted to BHEL-ISG. The above Inspection reports & Test certificates shall be reviewed by ISG-Engineering in line with the Technical Specifications & Approved Data sheets and then sent to Customer/Owner for their clearance. The Customer/Owner dispatch clearance (MDCC) will be given to the Foreign Vendor or their representative in India through BHEL-ISG after acceptance/clearance of above test certificates by Customer/Owner. No item / equipments shall be dispatched without obtaining Material Dispatch clearance certificate from BHEL-ISG Material Management Department irrespective of inspection categories.
27.	Inspection	a) At manufacturer's works, prior to dispatch by BHEL / Customer / Consultant. Inspection call with internal TC's to be given 15 working days in advance by indigenous supplier and 30 working days in advance by foreign supplier. Inspection call should be furnished in the enclosed format only. b) Penalty for items not ready after inspection call / failure during inspection: The expenses incurred by Customer / BHEL for travel, stay etc. shall be recovered from the vendor's bills. c) Cost towards the inspection of indigenous/Offshore equipments by Customer/Customer's consultant will be to bidder's account, which includes to & fro Airfare/Railway/Road fare charges, Boarding and Lodging, local transportation and other related expenses. The cost shall be included in the price. No item / equipments shall be dispatched without obtaining Material Dispatch clearance certificate from BHEL-ISG Material Management Department irrespective of inspection categories.
28.	Dispatch Documents Required (to be furnished by Vendor)	A) For customer billing by ISG, the supplier shall provide the following documents to BHEL-ISG in 4 sets : 1) Copy of Vendor Invoice (Original Invoice in case of VAT) 2) Copy of Packing List indicating Quantity/ Gross weight/ Net weight and BHEL approved BBU item no. wherever applicable against each item dispatched. 3) Copy of Excise Duty Gate Pass 4) Original LR / RR 5) Receipted LR / delivery challan acknowledgement by RRVUNL / BHEL site engineer B) For Vendor payments following documents are required in 4 sets: As per GCC Rev-01 In addition to the above, vendor shall enclose delivery note(s).

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		Additionally vendor may furnish mfg clearance/drg/docs approval date for the purpose of determining contractual delivery for expeditious processing of Invoices. It is the responsibility of the vendor to submit invoices along with documents required for effecting payment within the stipulated period mentioned in the applicable statute for this tender. Non-submission of invoices due to delay/reasons attributable to vendor resulting in / leading to loss of tax credit for BHEL will be into vendor's account.
29.	Dispatch Markings	Each package/Drum delivered under the Contract shall be marked by Supplier as per details listed below and such marking must be distinct and in English language. 1) Name and address of the consignee : Refer SI No-02 2) Dispatched by: (Vendor name) : A/c BHEL ISG, Bangalore 3} LR No 3) Package No / Total Package No eg: 1 of N, 2 of N; where N=Total no of packages in a particular consignment. 4) Type of Supply: "Main equipment supply, Essential Spares, Commissioning Spares" as the case may be. Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.
30.	Drawing submission and approval	As per Technical Enquiry Specification (Document No-RRVUNL/ CHP PKG-H/001, Rev-00, Dt-25.04.2017)
31.	Final Drawings / Documents submission	As per Technical Enquiry Specification (Document No-RRVUNL/ CHP PKG-H/001, Rev-00, Dt-25.04.2017)
32.	Approval of Sub-vendors	The supplier shall supply the materials from BHEL/RVUNL approved vendors only.
33.	Arbitration	All questions and disputes/difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration appointed by the Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr.

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		Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL, shall appoint another person to act as sole arbitrator and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference. The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party. The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings. The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract. “
34.	Ethics In Business Dealings	In order to protect its commercial interests, BHEL may take action against suppliers/ contractors by way of suspension of business

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		dealings with them, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price as per the guidelines for Suspension of Business Dealings with Suppliers / Contractors available at www.bhel.com under "supplier registration page".
35.	Fraud prevention policy	The Bidder along with its associate/collaborators/sub-contractors/sub vendors/ Consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

**BHEL-ISG-BANGALORE
BUSINESS GROUP -1A**



Annexure -I to SCC

Special conditions of Contract for 2x660 MW CHP & AHP Package for Suratgarh Super Critical Thermal Power Project, Sri Ganganagar Dist., Rajasthan

In order to avail the benefits of input tax credit available to BHEL in case of VAT leviable on intra-state transaction between BHEL and Vendor and 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:

BHEL-PSNR (Tin No: 08232903345)

The Address is as under:

BHEL-PSNR, Noida

HRDI&PSNR Complex

Plot No-25, Sector-16A

Noida-201301 (U.P)

Nodal agency is defined as buyer and BHEL-ISG shall be paying agency in such cases, where VAT is applicable. Vendors original tax invoice of intra-state transactions is one of the 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 vendors 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 as 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 vendor's invoices shall be addressed to BHEL-ISG nor shall they contain our TIN. However for payment purposes, the invoice may mention BHEL-ISG 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 ISG 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 state where the project is located, the vendor has to provide VAT invoice for such supplies even if the price quoted is all inclusive.

NOTIFICATION No.F.12(101)FD/Tax/2011-59 Dated 13th August, 2013

In exercise of the powers conferred by sub-section (3) of section 8 of the Rajasthan Value Added Tax Act, 2003 (Act No. 4 of 2003), and in supersession of this Department's notification No.F.12(63)FD/Tax/2005-80 dated 11.08.2006, as amended from time to time, the State Government being of the opinion that it is expedient in the public interest so to do, hereby, with effect from 01.10.2013, exempts from payment of tax the registered dealers engaged in execution of works contract, leviable on the transfer of property in goods (whether as goods or in some other form) involved in the execution of works contract(s) subject to the following conditions, namely:-

(1) That such dealer may opt for payment of exemption fee in lieu of tax payable on the transfer of property in goods (whether as goods or in some other form) involved in the execution of works contract and for this purpose he shall submit the application in Form WT-1 appended to this notification, electronically through the Official Website of the Department duly digitally signed by the dealer within sixty days from the date of the award of the works contract, along with the self attested and legible scanned copy of Work Order and G-Schedule, to the Assessing Authority or the Officer authorized by the Commissioner in this behalf. In case the works contract is of the nature that the cost of material does not exceed five percent of the total contract amount, a self attested and legible scanned copy of Certificate from the Awarder to this effect shall also be submitted along with the application. Where the application in Form WT-1 is not digitally signed, the dealer shall furnish the acknowledgement generated through the Official Website of the Department duly verified by himself or his business manager by affixing his signature on it within ten days from the date of submission of application and failure to do so shall be deemed to be a case of non-submission of application in Form WT-1.

(2) Where the dealer fails to furnish the scanned copy of Work Order and / or G Schedule and / or certificate of the awarder, as the case may be, along with the application, the dealer shall furnish the acknowledgement generated through the Official Website of the Department duly verified by himself or his business manager by affixing his signature on it along with the hard copies of Work Order and / or G-Schedule and / or certificate of the awarder, as the case may be. within ten days from the date of submission of application under clause (1) to his Assessing Authority or the Officer authorized by the Commissioner in this behalf, and failure to do so shall be deemed to be a case of non-submission of application.

(3) The assessing authority or any officer not below the rank of an Assistant Commercial Taxes Officer authorized by the Commissioner in this behalf shall reject the application for exemption certificate, where,-

(a) the applicant dealer has failed to comply with an order demanding initial or additional security under section 15 of the Rajasthan Value Added Tax Act. 2003 and/ or sub-section (2A) of section 7 and / or under sub-section (3A) of section 7 of the Central Sales tax Act, 1956; or

(b) the applicant dealer has failed to furnish any return or returns in accordance with the provisions of the Rajasthan Value Added Tax Act, 2003 and the Central Sales Tax Act, 1956 for the immediately preceding two years.

On rejection of the application the dealer may apply afresh for the same, within the time specified in clause 1 above, on fulfillment of the above requirements.

(4) Subject to the provisions of clause (3) above, the Assessing Authority or the Officer authorized by the Commissioner in this behalf, on being satisfied that the application is complete in all respect, shall issue exemption Certificate in form WT-2 appended to this notification in the manner as provided in the official Website of the Department within twenty one days of submission of the application.

(5) The dealer shall submit separate application in Form WT-I. for payment of exemption fee in lieu of lax payable on the transfer of property in goods (whether as goods or in some other form) involved in the execution of works contract, for each work order separately.

(6) Where any excess payment is made lo such dealer by the awarder for any additional work or value of the contract is enhanced in relation to the works contract for which exemption certificate has already been issued, the exemption certificate shall be revised accordingly on submission of an application in form WT-4 along with documentary evidence in this regard issued by the awarder, within sixty days of such communication from the awarder, and a revised Exemption Certificate shall be issued to the dealer through the Official Website of the Department.

(7) Where the dealer fails to submit the application within the time provided in clause (1) or in clause (6), he may be allowed to submit the same, on payment of late fee mentioned below, along with an application in form WT-3 appended lo this notification to condone the delay mentioning therein the details of payment of late fee.

Period of Delay	Amount of late fee
Up to one year from the date of award of works contract	Rupees one thousand
More than one year but up to two years from the date of award of works contract	Rupees five thousand

(8) No application under this notification shall be entertained after expiry of two years from the date of award.

(9) That such dealer shall pay exemption fee at such rate as may be notified by the

State Government from time to time in Column Number 3 of the List given below clause 14 of this notification in the following manner:-

(i) Where an awarder is a Department of any Government, a Corporation, a Public Undertaking, a Co-operative Society, a local Body, a Statutory Body, an Autonomous Body, a Trust or a Private or Public Limited Company, an amount calculated at the rate as specified in Column Number 3 of the list given below clause 14 of this notification shall be deducted by such awarder from each bill of payment to be made in any manner to such dealer and all the provisions of payment of tax provided in the Act or the rules made thereunder for such dealer shall mutatis mutandis apply. In case such dealer has already received some payment for execution of works contract from the awarder before filing application, he shall enclose proof of payment / deduction of notified exemption fee on such payments, along with interest, if any, up to the date of filing of application, under this notification.

(ii) Where the awarder is not covered under sub-clause (i) above, such dealer shall be required to make payment of exemption fee in equal monthly installments in a period not exceeding the period of contract from the date of filing of application. In case such dealer has already received some payment for execution of works contract from the awarder, he shall enclose proof of payment of notified exemption fee on such payments, along with interest up to the date of filing of application, under this notification.

(iii) The amount already deducted by the awarder in lieu of tax from bill of payments to the dealer before the issuance of this notification shall be adjusted against the exemption fee.

(10) That such dealer shall not be entitled to claim input tax credit in respect of the goods used in execution of the works contract for which exemption certificate has been issued.

(11) That the certificate of exemption shall be liable to be cancelled by the assessing authority retrospectively.-

(i) if it is found that the same has been issued in contravention of the provisions of the Act, rules or notification; or

(ii) the dealer has concealed any facts regarding the works contract awarded to him.

(12) That the tax collected or charged, if any, by such dealer shall be deposited to the State Government and tax so deposited shall not be refunded or adjusted against the exemption fee.

(13) The exemption certificates issued under notification No.F.12 (63) FD / Tax / 2005-80 dated 11.08.2006. as amended from time to time, shall be deemed to have been issued under this notification.

(14) In case the rate of exemption fee is changed under this notification, the rate of exemption fee shall be the rate as mentioned in Column Number 3 of List given below, as is applicable on the date of submission of application.-

(i) for grant of exemption certificate; or

(ii) under clause 6 of this notification.

LIST

(See clause 9)

Item No.	Description of work contract	Rate of exemption fee (% of the total value of the contract)
1	2	3
1	Works contract where the cost of material does not exceed live percent of the total contract amount	0.25
2	Works contract relating to EPC Turnkey power projects awarded by Rajasthan Rajya Vidyut Utpadan Nigam Limited.	1.00
3	Works contract relating to Construction and Repair of roads.	1.00
4	Works contract relating to Construction and Repair of runways.	1.00
5	Works contract relating to Construction and Repair of bridges.	1.00
6	Works contract relating to Construction and Repair of dams.	1.00
7	Works contract relating to Construction and Repair of drains excluding sewerage system.	1.00
8	Works contract relating to Construction and repair of tunnels.	1.00
9	Works contract relating to Construction and Repair of canals /channels.	1.00
10	Works contract relating to Construction and Repair of barrages.	1.00
11	Works contract relating to Construction and Repair of diversion.	1.00

12	Works contract relating to Construction and Repair of railway tracks.	1.00
13	Works contract relating to Construction and Repair of causeways.	1.00
14	Works contract relating to Construction and Repair of sub-ways.	1.00
15	Works contract relating to Construction and Repair of spillways.	1.00
16	Works contract relating to Construction and Repair of boundary walls.	1.00
17	Works contract relating to Construction and Repair of water harvesting structures.	1.00
18	Any other kind of works contract not covered by item Nos. 1 to 17 above.	3.00

FORM WT 1

Application for grant of Exemption Certificate under notification No. F.12 (101) FI / Tax / 2011-59 Dated 13-08-2013

To

The Assistant Commissioner/

The Commercial Taxes Officer,

Circle _____

1. Name of the Applicant.

2. Name and address under which the applicant carries on business.

3. Registration Certificate No. (TIN).....

4. e-mail address:.....

5. Mobile No:.....

6. Status of the applicant such as Proprietor / Partner / Director / Karta of H.U.F. / Manager / Secretary.

7. Period during which works contract be executed: from.....to.....

8. Particulars of works contract (s):

Sl. No	Name and address and the Awarder along with e-mail Address	Description of the dealer	Date of award of the contract
1	2	3	4

Description of Works contract	Stipulated period of completion of the contract	Total value of the contract	Place of execution of work	Rate of exemption fee (as per List given in Notification No. F.12 (101) FD /Tax / 2011-59 Dated 13- 08- 2013	Exemption fee (Rs.)
5	6	7	8	9	10

I/we hereby undertake that if I/we fail to abide by any of the terms and conditions of the Notification No. F.12 (101) FD /Tax / 2011-59 Dated 13- 08-2013 or any provisions of the Act or Rules, I/we shall pay tax on the sale or purchase of such goods in accordance with the provisions of the Act. I/We also undertake to pay the revised exemption fee in case Exemption Certificate is revised.

I/we declare that the information given above is true and correct to the best of my/our knowledge and belief and nothing material has been concealed.

Signature of the applicant and

Attachments:

1. Scanned copy of work order.
2. Scanned copy of G-Schedule.
3. Scanned copy of certificate of awarder, if applicable.
4. Proof of payment of late fee. if applicable.

ACKNOWLEDGEMENT

ID No.

Date

Received from M/s _____ Registration No. (TIN) _____
 Form No. WT-1 for the works contract (description of the contract _____ awarded by M/s. _____ for Rs. _____ for the period from _____ to _____ with following enclosures -

- 1.
- 2.

Original / Revised

FORM WT 2

(See clause 4 & 6)

Exemption Certificate under notification No F.12 (101) FD/Tax / 2011-59 Dated 13-08-2013

1. ID No..... dated.....
2. Name of Applicant with status.
3. Name and address of business.
4. Registration Certificate No. (TIN)
5. Details of the works contract and exemption

Sl. No	Description of the works Contract & Place of	Name and Address of	Total value of the	Rate of
--------	--	---------------------	--------------------	---------

	Execution	the Awarder	contract	exemption fee
1	2	3	4	5

6. This certificate shall remain in force (till the completion of works contract unless cancelled or revoked earlier.

Place.....

Signature.....

Date.....

Designation.....

Exemption Certificate issued vide ID No..... dated..... has been revised on the application of dealer datedunder clause 6 of the notification No F.12 (101) FD/Tax / 2011-59 Dated 13-08-2013.

Place.....

Signature.....

Date.....

Designation.....

Form WT-3

(Sec clause 7)

**Application to condone the delay under notification No F.12 (101) FD/Tax/
2011-59 Dated 13-08-2013**

To

The Assistant Commissioner /

The Commercial Taxes Officer,

Circle.....

1. Name of the dealer

2. TIN.....

3. Principal place of business.....

4. Date of award of works contract.....

5. Date of submission of application.....

6. Period of delay.....

7. Reasons for delay.....

8. Details of deposit of late fee.....

Challan No.	Date of deposit	

Place.....

Signature.....

Date.....

Name.....

Status.....

Form WT-4

(See clause 6)

Application in case excess payment is made by the awarder

To

The Assistant Commissioner/

The Commercial Taxes Officer,

Circle.....

1. Name of the applicant

2. Name and address under which the applicant carries on business.

3. Registration Certificate No. (TIN).....

4. e-mail address:.....

5. Mobile No:.....

6. Status of the applicant such as Proprietor / Partner / Director Karta of H.U.F. / Manager Secretary.

7. Details of Form WT-2 received earlier.

S. No	ID No. of WT- 2	Date of issue	Description of works contract and place of execution of works as per WT-1	Name of awarder	Total value the contract shown in V
1	2	3	4	5	6

8. Particulars of excess payment made in the existing works contract (s):

S. No	Name and address of the Awardee along with e-	Date of award of the contract	Amount of works contract as per	Amount of excess payment made by the awarder in	Total value of the contract (4	Rate of exemption fee (as per List given in notification No F. 12 (101) FD /

	mail Address		WT-1	continuation of works contract mentioned in column No. 4	+5)	Tax / 2011- 59 Dated 13-08- 2013	t i c n f e e (F s .)
1	2	3	4	5	6	7	8

I / we declare that the information given above is true and correct to the best of my / our knowledge and belief and nothing material has been concealed and undertake to pay the revised exemption fee in accordance with notification No F. 12 (101) FD / Tax / 2011-59 Dated 13-08-2013

Signature of the applicant and his status.

Attachments:

1. Scanned copy of work order.
2. Scanned copy of G-Schedule.
3. Scanned copy of certificate of awarder, if applicable.
4. Proof of payment of late fee. if applicable.

Acknowledgement

ID No.

Date

M/s..... Registration No. (TIN)..... have submitted form No.WT-4 for the works contract (description of the contract)awarded by

M/s..... for Rs..... for the period from
to..... along with following enclosures:-

1.

2.

By order of the Governor,

(Aditya Pareek)

Joint Secretary to the Government

II. MEMORANDUM OF PAYMENTS

	I		II	
	Rs.	P.	Rs.	P.
1 Total value of work actually measured as per Account No. 1, Column 10				
2 Total upto date 'on account' payment for work covered by approximate or plan measurements as per Account 1, Column 3				
3 Total upto date secured advances on security of materials as per column 8 of the enclosed Account (Form WAM 10)				
4 Total upto date payments[(A)+(B)+(C)]				
5 Total amount of Payments already made as per entry (D) of last Running Account Bill No.: RAB- dated: forwarded to the Accounts Office on				
6 Balance [(D) - (E)]				
7 Payments now to be made :				
a) by cash / cheque				
b) by deduction for value of materials supplied by BHEL vide Annexure A attached				
c) deduction for hire of tools and plant vide				
d) by deduction for other charges vide Annexure C attached				
e) by deduction on account of security deposit				
f) by deduction on account of Income Tax				

Note: Amounts relating to items 4 to 6 above should be entered in column II and those relating item 7 in column I. The amount shown against item 6 and the total of item 7 should agree with each other.

V. ENTRIES TO BE MADE IN THE ACCOUNTS OFFICE

Accounts Bill No:		Date:	ALLOCATION			
Entered in Journal Book vide entry No.....		Date:	Estimate No:	Code No:		
Passed for :			Name of the work:			
Less Deductions:		Rs.		Debit	Credit	
Net Amount Payable		Rs.	Ledger Head	Gross amount	Deductions	
(Rupees.....only)				Rs. P.	Rs. P.	
Payable to Shri/M/s.....		By cheque/cash				
Entered in Contractors' Ledger No.....		Page.....				

Assistant Accountant Accounts Officer
 Date : Date : Total :
 VI. Received Rs.....(Repees.....only) as per Memorandum of payments on amount of this work.

Signature of witness
 Address :

Signature of Contractor
 Date :

III. CERTIFICATE OF THE ENGINEER IN CHARGE

- 1.0 The measurements on which the entries in column 7 to 12 of Part I of this Bill (Account of work executed) are based were made by Shri _____ (Name & Designation) and are recorded at pages ____ to ____ of Measurement Book No _____
- 2.0 Certified that the methods of measurement are correct and the work has been carried out in accordance with the terms and conditions, schedules, specifications and drawings etc forming part of the contract agreement subject to deviations included in the deviation statement (Annexure D).
- 3.0 Certified that in addition to and quite apart from the quantities of work actually executed as shown in column 10 of Part I, some work has actually been done in connection with several items and the value of such work is in no case, less than the 'on account' payments as per column 3 of Part I, made or proposed to be made, for the convenience of the contractor in anticipation of and subject to the results of, detailed measurement which will be made as soon as possible.

Signature of Contractor
 Date :
 Signature of Engineer in Charge
 Designation :
 Date :

IV. CERTIFICATE OF THE SENIOR ENGINEER

- 1 Certified that the measurements have been check measured to the prescribed extent by Shri (Name and Designation) at site and also by the undersigned and the relevant entries have been initiated the Measurement Book _____ (vide pages ____ to ____)
- 2 Certified that all the measurements recorded in the measurement book have been correctly bill
- 3 Certified that all recoverable amounts in respect of materials tools and plant etc. and other charges have been correctly made vide annexure A to C attached.

Certified for payment* of Rs ----- (In words) -----

To be paid in cash/by cheque in presence of

ALLOCATION
 expenditure is chargeable as under and to be included in the accounts for May 2007

Ledger Head	Debit [Gross amount]	Credit [Deductions]
	Rs. P.	Rs. P.
TOTAL		

*Here specify the net amount payable.
 Signature of Senior Engineer
 Date :

VII. ENTRIES TO BE MADE BY TREASURY SECTION

Cash Book entry No. and date:	Amount paid Rs.	
	Amount unpaid Rs.	
	Total : Rs.	

Signature of Cashier
 Date :

ANNEXURE A

Statement showing details of materials issued to the contractor :

in respect of Contract Agreement No.:

Date :

Sl. No.	Stores issue voucher no. and date	Issue voucher No. and date allotted by stores to the SIV	Description of material issued to the contractor	Quantity issued (MT)	Quantity actually, incorporated in the work	Whether recoverable from the contractor or supplied free	If recoverable from the contractor				REMARKS
							Rate at which recoverable	Amount recoverable	Amount recoverable upto previous bill	Balance now recovered	
1	2	3	4	5	6	7	8	9	10	11	12

TOTAL : (MT)

Signature of Contractor

Date:

Signature of Engineer in Charge

Date:

Signature of Senior Engineer

Date:

ANNEXURE B

Statement showing details of materials issued to the contractor :

in respect of Contract Agreement No.:

Date :

Sl. No.	Description of tools and plant issue	Period for which issued	Rate at which recoverable to be made	Amount recoverable	Amount recoverable upto previous bill	Balance now recovered	Remarks
			Rs. P.	Rs. P.	Rs. P.	Rs. P.	
1	2	3	4	5	6	7	8

TOTAL :

Signature of Contractor

Signature of Engineer in Charge

Signature of Senior Engineer

Date :

Date :

Date :

ANNEXURE C

Statement showing details of other recoveries to be made from the contractor :

in respect of Contract Agreement No.:

Date :

Sl. No.	Particulars	Unit	Quantity	Rate at which recoverable to be made Rs. P.	Amount recoverable Rs. P.	Amount recoverable upto previous bill Rs. P.	Balance now recovered Rs. P.	Remarks
1	2	3	4	5	6	7	8	9
1	Water Charges							
2	Electricity Charges							
3	Seignorage Charges							
4	Medical Charges							
5	Cost of empty gunny bags and empty containers not returned							
6								
7								
8								
9								
10								
TOTAL :								

Signature of Contractor

Date :

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

ANNEXURE D
DEVIATION STATEMENT

Contract Agreement No.:

Name of the Contractor :

Name of the work :

Date :

Sl.No.	Description	of item	Unit	Quantity as per agreement	Quantity executed	as	Quantity further anticipated	Total quantity anticipated on completion	Rate as per agreement Rs. P.
1		2	3	4		5	6	7	8

Rate as executed Rs. P.	Amount as agreement Rs. P.	per	Amount as executed Rs. P.	Amount further anticipated Rs. P.	Total amount anticipated on completion P.	Rs.	Difference		Reason for the deviation with authority if any
							Excess Rs. P.	Savings Rs. P.	
9	10		11	12	13		14	15	16

Signature of Engineer in Charge

Date :

Signature of Senior Engineer

Date :

QUESTIONNAIRE TO BE ANSWERED BY ENGINEER IN CHARGE AND SENIOR ENGINEER

(Correct particulars and answers to be recorded)

1. Name of the work :
2. Name of the Contractor :
3. Date of Commencement of the work :
4. Contract Agreement/ Work Order No. and date :
5. Reference to supplementary agreement no. :
6. Whether administrative approval and technical Sanction has been accorded by the competent Authority? If so, cite reference. :
7. Whether sanction of the competent authority And financial concurrence of the Accounts Department for award of the work has been Accorded ? If so, cite reference :
8. Whether the work has been completed in time? If not, whether penalty has been levied Or sanction of the competent authority for Extension of time granted and communicated to the Accounts Department with reasons for grant of extension ? (Due and actual date of completion of the work and reference to letter No. and date granting the extension of time Should be given). :
- 9(a) Whether the rates allowed in the bill have been checked with the contract agreement :
- 9(b) Whether the rates for extra/ supplemental items have been approved by the competent authority and the sanction communicated to the Accounts Department together with rate analysis ? If so, cite reference. :
10. Whether deviations have been approved by the competent authority ? If yes, give reference to the approval; if not, give reasons :
11. Whether the rates of recovery of stores issued to the contractor which are not provided for in the Contract Agreement have been settled in the consultation with Finance. :
12. Whether discrepancies pointed out by the Accounts Department in the stores statement have been reconciled and accepted by the Accounts Department. :

13. Whether materials issued to the contractor in excess of the theoretical requirements have been returned to the stores Department and the No. and date of such returned stores vouchers have been shown in stores statement ? If not, whether the cost of such excess material has been recovered at the prescribed rate ? Whether consumption statement in respect of materials chargeable to the bill? :
14. Whether consumption of materials shown has been technically checked by senior engineer? :
15. Whether materials issued and used in the work is not less than that required for consumption in work according to our specifications? If consumption is less, whether necessary recovery has been made in the bill? :
16. Whether measurements have been checked by the engineer and senior engineer to the extent required and certificates of check recorded in the measurement books? :
17. Whether contractor has signed the bill and the measurement books without reservations? If not, whether reasons have been intimated. :
18. Whether arithmetical calculation have been checked and certificate recorded in the measurement books by person other than the one who calculated initially. :
19. Whether any work was done at the risk and cost of the contractor and whether such cost has been recovered from him? Give particulars. :
20. Whether all advance payment on running accounts have been recovered. :
21. Whether all the recoveries due for services Given to the contractor like rent of accommodation, water charges etc.have been recovered and whether payments made by the company on behalf of the contractor have been adjusted? :
22. Whether the files containing abstracts from measurement books/standard measurement books have been completed/updated? :
23. Whether hire charges of tools & plant have been recovered and the statement of hire charges with full details attached? :

24. Whether the certificate of workmanship & completion of work according to specifications ,drawings etc. is recorded by engineer/senior engineer and whether recoveries have been made for defective works, if any? :
25. Whether the corrections in the bill/ measurement books etc. have been neatly made & attested & there are no over writings? :
26. Whether the final measurements have been taken as soon as possible after completion of the work and the certificate of completion issued? If not, whether reasons for delay have been recorded and communicated to Accounts? :
27. In respect of quantities reduced in the final bill as compared to the running payment, whether adequate reasons have been recorded and communicated to Accounts? :
28. Whether the expenditure has been classified correctly according to heads of account recorded in the sanctioned estimates? :
29. Whether the work has been completed within the estimated cost? If not, what is the percentage of excess over the sanctioned estimate/ administrative approval? In case the excess is beyond the competency of the Senior Engineer, what action has been taken for obtaining the approval of the authority competent to sanction the excess? :
30. (a) If the contractor has furnished bank Guarantee in lieu of cash security deposit towards proper execution of works and guarantee against defects during the maintenance period, whether the period of currency of the bank guarantee covers the entire maintenance period? :
30. (b) If not, whether security deposit has been proposed to be recovered from the final bill? :
31. Whether all the previous audit objections raised on running account bills have been settled? If so, cite reference. :

Signature of Engineer in Charge
Date:

Signature of Senior Engineer
Date:

ANNEXURE-IV

INSPECTION CALL FORMAT

[illegible]

Required Details For The Issuance of Road Permit

1	Tin of the consignor		
2	Name and address of the consignor		
3	Tin of the consignee-		
4	Name and address of the consignee-		
5	Place from where goods are consigned		
6	Place to which goods are consigned		
7	Invoice no (issused by seller) if movement is as a result of purchase/Despatch refe.		
8	Date of invoice/document		
9	Quantity of goods		
10	Description of goods		
11	Value of goods		
12	Name of the Transporter		
13	LR NO & DATE		
14	VEHICLE NO		