

(12)

PEM / COMMERCIAL, BHEL, PPEI, NOIDA

SPECIAL CONDITIONS OF CONTRACT (REV 03)

1X67.5 MW, VIZAG CPP (TG-5), VISAKHAPATNAM

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 SCC shall prevail over the GCC.

- 1.0 Project Name : 1x67.5 MW, CAPTIVE POWER PLANT AT VISAKHAPATNAM
- 2.0 Consignee Address: FOR MAIN EQUIPMENT & MANDATORY SPARES :-
CONSTRUCTION MANAGER
BHEL – SITE OFFICE
1x67.5 MW, CAPTIVE POWER PLANT (TG-5)
VISAKHAPATNAM DISTRICT, ANDHRA PRADESH
- 3.0 BHEL Site Office Address: CONSTRUCTION MANAGER
VIZAG CPP, UNIT-5
RASHTRIYA ISPAT NIGAM LIMITED,
VIZAG, VISAKHAPATNAM DISTRICT
ANDHRA PRADESH
- 4.0 Customer Order Ref. No.:- VSP/CONT/EXP/M(02)/14/18312 DATED 26TH SEPT. 2007
- 5.0 Mode of Dispatch :- By Road on Door Delivery and freight Pre-Paid Basis.
- 6.0 Road Permit Required :- No
- 7.0 LOA Date :- 26-09-2007
- 8.0 Zero Date :- 08-10-2007
- 9.0 Synchronization :- 22 Months
- 10.0 Commissioning and PG test:- 26 Months
- 11.0 Prior Dispatch intimation to BHEL Site Office and Underwriters :- Yes, one set consisting of LR / RR copy, Packing List / Challan indicating the items dispatched (with their weights) and letter informing the underwriters about the value of consignment and dispatch details to be sent to:

1x67.5 MW, VIZAG CPP, VISAKHAPATNAM (SCC Amendment no.3)

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[Signature]

- a) BHEL Site Office, Vishakhapatnam (A.P.)
b) BHEL, PEM, PPEI-Noida (PG-II)

12.0 Transit Insurance

By BHEL (Vendor to intimate the underwriters
Quoting the insurance Policy No. As below) :-

Policy No.

MARINE TRANSIT : 710300/11/08/11/00000140
BURGLARY : 710300/46/08/04/00000078
FIRE : 710300/21/08/02/00000147

Underwriters

Smt. GOMATHI
M/S THE NEW INDIA INSURANCE CO. LTD
DIVISIONAL OFFICE: 710300
RANI SEETAHI HALL
603, ANNA SALAI
CHENNAI – 600 006

PHONE NO. : 2345 6764 : 2345 6762 : 2345 6765
FAX : 2345 6763
E MAIL : niaco300@md4.vdn.net.in

13.0 Customer (VSP RINL) CST NO.

TIN NO: 28470121364

CST NO: VSP/06/01/1004 DT: 10/05/82

ECC No: AABCRO435LXM001

14.0 Unloading at site

By BHEL site offices for supply packages.

**(The Supplier shall give LR wise Gross Wt. of the
consignment for the purpose of handling the
consignment by BHEL site loading / Unloading
Contractor).**

15.0 Storage at site

By BHEL site for supply packages

**16.0 Movement of Material within
Site**

- (a) BY BHEL site for supply packages
(b) By vendor for Turnkey i.e. supply and Erection &
Commissioning packages.

**17.0 DOCUMENT REQUIRED FOR
VENDOR'S PAYMENT**

For VENDOR'S bill payment by PEM the supplier shall
provide the following Documents to PG-II :-

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A. Supplier Invoice – 1 copy

B. Copy of consignee copy LR (CONSIGNOR / LORRY COPY NOT REQD.) – 3 Copies

C. Copies of Packing List indicating Quantity / Gross weight / Net weight and RINL approved BBU item no. Against each item dispatched. – 3 Copies.

VERY IMP:- IN PACKING LIST GROSS & NET WEIGHT OF THE DESPATCHES TO BE CLEARLY INDICATED AGAINST EACH LR OTHERWISE VENDOR INVOICE SHALL NOT BE PROCESSED.

D. RINL MDCC – Original + 2 Copies

E. Copy of letter addressed to Insurance Co.

F. Guarantee / Test Certificate / Inspection reports.

18.0 Material Receipt Certificate (MRC) :-

a) For Supply Packages BHEL / PEM will arrange MRC from BHEL Site, however supplier / Contractor shall provide support for verification Of material at site, if required.

b) For Turnkey i.e. Supply and Erection & Commissioning packages, Original MRC duly signed by customer & BHEL Site is to be arranged by vendor for their MRC payment.

19.0 Despatch Markings:-

Each box/Drum shall be marked with Capital Letters In Red indicating **Main Supply OR Commissioning spare.**

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 (all previous irrelevant markings being carefully obliterated) for purposes of identification.

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Each and every box (package) shall be marked with following:-

- 1) Name and address of the consignee:
- 2) Project reference:
- 3) Customer Contract No.:
- 4) Vendor Name:
- 5) PEM P. O. Reference No.
- 6) Gross Weight / Net Weight (Without Gross Weight)/Net Weight mention on LR, Vendor invoice cannot be processed).
- 7) Packing No.: (1/10, 2/10/ 3/10 when there are 10 packages for one consignment)
- 8) Packing Mark: (Symbols indicating "TOP" and other special marking)
- 9) Type of Equipment: "E" (for equipment supply)
"T" (for Tools & Tackles)
"S" (for Mandatory Spares)

Besides above necessary, packing shall bear a Special marking "TOP" "BOTTOM", 'DO NOT TURN OVER', 'KEEP DRY', "HANDLE WITH CARE", etc.

IMPORTANT:-

One copy of respective standard manufacturer's erection instruction / operation manual shall be kept in each package / container for immediate reference by BHEL site.

NOTE:-

The Copy of complete Packing list for the consignment must be put inside the Box/Boxes.

Each box/Drum shall be marked with Capital Letters in Red Indicating.

Ultimate Destination:

1x67.5 MW, VIZAG CPP, VISHAKHAPATNAM

1x67.5 MW, VIZAG CPP, VISHAKHAPATNAM (SCC Amendment no.3)

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20.0 Commissioning spares:

The commissioning spares shall be properly packed Separately in separate box and each spare shall be properly tagged giving details i.e. dispatch (to match the description given in the packing slip) to facilitate their proper identification. One Copy of Packing list must be put inside the Box.

21.0 Mandatory Spares:

The Mandatory spares shall be properly packed separately in Separate box indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the RINL approved BBU for Mandatory spares & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer M/s RASHTRIYA ISPAT NIGAM LIMITED, VSP, VIZAG. One Copy of packaging list must be put inside the Box along with Manufacturing drawing

no. Reference, Catalogue reference etc. Mandatory Spares shall be handed over directly to CUSTOMER

stores other wise transportation charges shall be debited against transportation of materials from BHEL store to CUSTOMER stores in Vendors account.

The Supplier to note that separate RINL MDCC shall be obtained for Mandatory spares.

22.0 Taxes & Duties:-

Applicable Excise Duty and Sales Tax shall be Indicated by the vendor separately in the price schedule and same shall be taken for evaluation of the L1 bidder status. BHEL shall reimburse taxes & duties like ED with cess, A.P. VAT, CST, Service tax & Entry tax (if any) against documentary evidence. No credit for VAT shall be applicable to bidders in evaluation. For intra-state transaction, refer ANNEXURE-I

As per customer contract CD + CVD etc. will be reimbursed by customer. However, there is no CIF requirement / allocation in this project for import (direct / indirect). P.I. route is not applicable for VIZAG.

1x67.5 MW, VIZAG CPP, VISAKHAPATNAM (SCC Amendment no. 3)

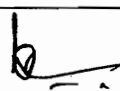

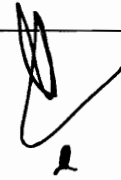
23.0 Inspection Agency:

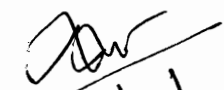
BHEL & VSP RINL, VIZAG

Vendor shall give inspection call on VSP RINL format in line with approved QP to Regional BHEL-CQS WEB SITE with a copy of inspection call to BHEL – PEM (PG-II) for arranging Customer participation in inspection / Joint inspection on the proposed date with an advance notice of 15-20 days. The MDCC shall be issued by VSP RINL based on Joint inspection report of BHEL CQS & VSP RINL / Customer Agency (as nominated by VSP RINL, VIZAG). **The MDCC issued by VSP RINL, VIZAG / Customer in original shall be attached by bidders for their payment from BHEL.**

24.0 Final Drawings / Documents

Final Drawing / Documents to be submitted shall be as per Technical specifications otherwise it will be intimated during kickoff meeting.

	PREPARED BY	REVIEWED BY	ISSUED BY
Name:	D. K. Malviya	J. P. Kakkar	R P GUPTA
Designation	MANAGER / PG-II	SR. DGM / PEM – PG-II	AGM / PEM – PG-II
Signature			
Date:	13.09.10	13/9/10	


14/09/10

1x67.5 MW, VIZAG CPP, VISAKHAPATNAM (SCC AMENDMENT NO. 3)

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ANNEXURE-I

SPECIAL CONDITIONS OF CONTRACT (REV 03)

1X67.5 MW, VIZAG CPP (TG-5), VISAKHAPATNAM

In order to avail the benefit of input tax credit available to BHEL in case of VAT leviable on Intra - state transaction between BHEL & vendor, and to fulfil the compliances as per requirements of applicable states VAT law the following modality shall be applicable:

BHEL as identified a nodal agency in each state to take care of VAT compliances in the state in which the project is located. For the subject project nodal agency shall be:

BHEL RC Puram, Hyderabad – 502 032.

VAT TIN No. 28360151179

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

Vendor's original tax invoice for intra-state transaction 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, 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 no. To be mentioned in vendor's tax invoice shall be principal place of business and applicable TIN no. Of nodal agency of BHEL as given above. In no case the vendor's 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 vendor 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 state requires additional certificate / documents e.g. Haryana requires certificate in form C-4 in addition to original tax invoice.

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- 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 & in no case all inclusive prices to be shown in 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.

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Project Engineering
Management

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)



TERMS AND CONDITIONS

1. Enquiry No., due date etc. must be legibly superscribed on the sealed envelopes as per clause no. 2.0 of "Instructions to Bidders".
 2. Kindly go to "<http://www.bhelpem.com/gcc.html>" for **GCC Rev. 04.**
 - 3 a). Offers should be submitted in two parts with copy in two separate sealed covers as follows:

Part-I: **TECHNO-COMMERCIAL BID**

Part-II: **PRICE BID.**

For detailed instructions, please see clause no. 2.0 of "Instructions to Bidders (Vol. IA)" of GCC.
 - 3 b). Bidders shall submit their offers (in quadruplicate) meeting the requirements of the following tender documents (enclosed) and other Terms and Conditions included in this Enquiry Letter :
 - **ANNEXURE-I:** Letter to be furnished by the Bidders.
 - **ANNEXURE-II:** Agreed Terms & Conditions (confirmation to be given by Bidder in Part-I bid).
 - **DEFINITION OF TERMS.**
 - **Volume-I:** Comprising i) **Part-A:** Instructions to Bidders, ii) **Part-B:** General Commercial Terms & Conditions and iii) Special Conditions of Contract, if applicable.
 - **Volume-II:** Comprising i) **Part-A:** General Technical Conditions and ii) **Part-B:** Technical Specifications.
 - **Volume-III:** Schedules and Data Sheets.
- All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.
4. Tenders shall be submitted strictly in accordance with the requirements of the above tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately. Technical deviations and Commercial deviations shall be furnished in separate sheets under the headings "**TECHNICAL DEVIATIONS**" and "**COMMERCIAL DEVIATIONS**" respectively, along with reasons for taking such deviations.
 5. Standard pre-printed terms & conditions of the tenderers shall not be considered valid.
 6. Offer shall remain valid for Two (02) Months from the date of opening of Part-II (Prices) bids.
 7. Unsolicited Fresh/Revised Price Bids shall not be entertained.
 8. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
 9. Purchaser reserves the right to split up the scope of the tender enquiry and place the orders for different scope/items with different bidders and also increase or decrease the quantity.

D.K. MALVIYA
MANAGER / PG-II, PEM, BHEL
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)

J.P. KAKKAR
Sr. DGM/PG-II, PEM, BHEL



10. Tender must enclose the Quality Plan in the prescribed format, for approval. Equipment will be dispatched only after Purchaser's/Owner's inspection at the hold points specified in the approval Quality plan and issue of Material Despatch Clearance Certificate (MDCC).
11. Late tenders are liable to be rejected.
12. Tenders and all correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:


D.K. MALVIYA / MANAGER./ PG-II
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
POWER PROJECT ENGINEERING INSTITUTE
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
E-mail ID- dkmalviya@bhelpem.co.in
Phone No:- 0120-4368902

Mr. J.P. KAKKAR / SR. DGM/PG-II,
M/s Bharat Heavy Electricals Ltd
Project Engineering Management,
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)
E-mail ID- jpkakkar@bhelpem.co.in
Phone No:- 0120-4368641

13. In the event of any contradiction in the terms and conditions mentioned in the Special Conditions of the Contract and those mentioned elsewhere, stipulations mentioned in the Special Conditions of the Contract shall prevail.
14. Bidder to note **Clause No. 15.0 Reverse Auction Volume-I Part-A, Page No. 11 of 14 of GCC Rev. 04.** for compliance.
15. Bidder to submit stamped and signed copy of the Enquiry letter as a token of acceptance to all Terms and Conditions, SCC (Rev. 00) and GCC (Rev. 04).
16. Bidder to note for compliance that incomplete offer is liable to be rejected.
17. Bidder will have to submit credentials along with offers in separate envelopes, in case of conditional enquiry.
18. Bidder may please note that this enquiry is conditional (in case, if indicated "CONDITIONAL ENQUIRY" on covering letter) subject to customer accepting you as an approved bidder for this enquiry. Bidder have to assist BHEL for getting their proposal accepted within shortest time so that final evaluation can be done quickly.
19. While submitting the offer, bidder to give complete technical proposal and updated credential (in case of conditional enquiry) for furnishing to the customer.

In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date.

Thanking you


Yours faithfully,
for and on behalf of BHEL

(D.K. MALVIYA)
MGR./ PG-II, PEM, BHEL

Enclosures: -

1. Technical Specification, No. PE-TS-295-508-E016.
2. SCC (Rev. 3)
3. Price format.

D.K. MALVIYA
MANAGER / PG-II, PEM, BHEL
POWER PROJECT ENGINEERING INSTITUTE,
PLOT NO. 25 SECTOR - 16A, NOIDA (UP)

J.P. KAKKAR
Sr. DGM/PG-II, PEM, BHEL