

PEM / PG-II-1, BHEL, PPEI, NOIDA

SPECIAL CONDITIONS OF CONTRACT (REV0)

2X800MW YERMARUS THERMAL POWER STATION
RAICHUR POWER CORPORATION LIMITED

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 :-** **2X800MW YERMARUS THERMAL POWER STATION (TPS)**
- 2.0 **Consignee Address :-** **A. FOR MAIN EQUIPMENT:-**
Construction Manager
Bharat Heavy Electricals Limited
Yermarus Thermal Power Station(RPCL),
Raichur Industrial Growth Centre
Yeramarus, Raichur Dist, Karnataka 584 134
- B. FOR MANDATORY SPARES:-**
No Mandatory spares in BHEL scope.
- 3.0 **BHEL Site Office Address :** Construction Manager
Bharat Heavy Electricals Limited
Yermarus Thermal Power Station(RPCL),
Raichur Industrial Growth Centre
Yeramarus, Raichur Dist, Karnataka 584 134
- 4.0 **Customer Order Ref No:-** **LOA No. RPCL/TDY/S/BHEL/02 Dated 09/04/2010**
LOA No. RPCL/TDY/E&C/BHEL/03 Dated 09/04/2010
- 5.0 **Mode of Dispatch:-** ROAD & RAIL TRANSPORTATION
- 6.0 **Road Permit Required:-** No
- 7.0 **LOA Date:-** **09.04.2010**
- 8.0 **Zero Date:-** **09.04.2010**
- 9.0 **Synchronization:** **46 Months**
- 10.0 **Trial operation** **48 Months UNIT -1 and 54 Months for UNIT-2**
- 11.0 **Nearest Sea port** Chennai
- 12.0 **Nearest Railway station** Yermaras Railway station
- 13.0 **Customer Consultants** Evonik Energy services (I) Pvt. Ltd.

- 14.0 **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:
a) BHEL Site office
b) BHEL, PEM, PPEI-Noida
- 15.0 **Transit Insurance** By BHEL (Vendor to intimate the underwriters quoting the insurance Policy No. As below) :-

Policy No. Later
Underwriters
- 16.0 **BHEL CST DETAILS** CST : ND 5341151 DATED 01/07/2006
UPTT : ND 0345307 DATED 01/07/2006
UPTIN: 09765702874

Customer (RPCL) CST TIN: 29260849104
- 17.0 **Unloading at site** By BHEL site office for supply packages.

By vendor for Turnkey i.e. supply and Erection & Commissioning packages

(The Supplier shall give Gross Wt./Net Weight of the Consignment on LR/GR/RR for the purpose of handling the consignment by BHEL site loading/unloading contractor.
- 18.0 **Storage at site** By BHEL site for supply packages
- 19.0 **Movement of Material within Site** a) By BHEL site for supply packages
b) By vendor for Turnkey i.e. supply and Erection & commissioning packages.
- 20.0 **DOCUMENT REQUIRED FOR VENDOR PAYMENT.** For customer billing by PEM the supplier shall provide the following Documents to PG-II :-

A. Supplier Invoice – 8 Copy
B. Copy of Consignee copy LR. (CONSIGNOR / LORRY COPY NOT REQD) – 8 Copies
C. Copies of Packing List indicating Quantity/ Gross weight/ Net weight and RPCL approved BBU item no. against each item dispatched. – 8 Copies

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

- D. MDCC – Original + 7 Copies
- E. Copy of Insurance intimation letter.
- F. Test Certificates/Inspection reports.
- G. Guarantee Certificate.

21.0 **PAYING AUTHORITY:-**

- a) PEM SUPPLIED ITEMS – BY BHEL - PEM.
- b) FOR TURNKEY PACKAGES – BY BHEL - PSSR.

22.0 **Material Receipt Certificate (MRC):-**

NOTE: Inspection for main supplies/mandatory spares shall be done by BHEL/RPCL.MDCC shall be issued by BHEL.

- 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 (RPCL) & BHEL-Site is to be arranged by vendor for their MRC payment.

23.0 **Dispatch Markings:-**

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

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.

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, Vendors invoice can not 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.

15 copies of supplier's Erection / Instruction manuals to be given to the BHEL, PEM, PPEI-Noida (PG-II) within 30 days of dispatch for handing over to Customer/ BHEL site.

Ultimate Destination:-

Each box/ Drum shall be marked with Capital Letters in Red indicating :

Construction Manager
Bharat Heavy Electricals Limited
Yermarus Thermal Power Station(RPCL),
Raichur Industrial Growth Centre
Yeramarus, Raichur Dist, Karnataka 584 134

24.0 **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.

25.0 **Mandatory Spares:-**

Mandatory Spares are **NOT** in BHEL SCOPE.

26.0 **Payment Terms**

Refer GCC Rev 04, Clause No. 8.0

27.0 **Demurrage charges**

Demurrage charges shall be paid by supplier/vendor to the transporter. No claim shall be acceptable in this regard due to any reason.

28.0 **PVC (Price Variation clause)**

The prices shall be firm and shall not be subject to price variation on account of material & labor till the completion schedule indicated in the vendor's offer.



29.0 **Taxes & Duties:-**
(AS APPLICABLE)

All Bidders to note that TAXES & DUTIES shall be applicable based upon the status of the project as approved by the government of India :-
THE STATUS OF THE PROJECT WILL BE INTIMATED AFTER THE CLEARANCES FROM THE GOVERNMENT AND CUSTOMER IS OBTAINED.

All bidders to note that the project may get the status of Mega power project, the excise duty and Custom duty shall be NIL and not be included in their prices to BHEL as per the nature of the project. However concessional sales tax presently 2% /VAT are to be considered in their prices and CST/VAT shall be taken for evaluation for purpose to arrive at the L1 bidder for the respective project.

The vendor has to mention the rates and amount of Excise duty and Custom duty separately. The same shall be reimbursed by BHEL against documentary evidence in case Mega Project status is not accorded to the project. However Excise Duty and Custom Duty shall not be considered for evaluation of the bids.

Taxes & Duties
(For Order Directly to Foreign Bidders)

In case of Order on foreign supplier, the dispatches shall be FOB (Port of Dispatch) basis and the Taxes Duties in the country of dispatch shall be borne by Foreign Bidder & to be accounted in the prices quoted to BHEL/PEM/NOIDA.

The taxes duties applicable in India shall be borne by BHEL/PEM/NOIDA as port clearance/handling in India shall be done by BHEL-PEM/ BHEL ROD Mumbai for the direct order placed by PEM to the foreign bidder.

30.0 **CIF:-**
NIL Custom duties shall be applicable in the following packages

CIF component shall be included by vendor in his price.
This is applicable for

Supply Packages: Auxiliary PRDS, Power Cycle Valves (Non- Trichy), Angle Drain Valves, Spring Loaded Bypass Valves.

Turnkey packages: Condensate Polishing Unit.(CPU), Fire detection and protection, Compressed Air System.



31.0 **LD (LIQUIDATED DAMAGES):-**

- 1) Refer GCC Rev 04 clause No. 3.5 for delay in getting import license or non availability.
- 2) Shortfall in performance: any delay in supply, commissioning schedule LD shall be attributed to vendor @0.5% per week or part thereof of the contract value limited to 10% excluding taxes and duties/levies.

32.0 **Inspection Agency:-**

BHEL & RPCL

Domestic supplies

Vendor shall give inspection call on BHEL 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 10 – 15 days**. The MDCC shall be issued by BHEL based on Joint inspection report of BHEL CQS & RPCL/ Customer Agency (as nominated by RPCL). **The MDCC issued by BHEL shall be attached by bidders for their payment from BHEL.**

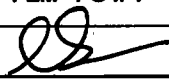
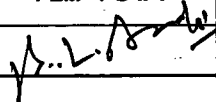
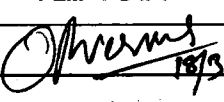
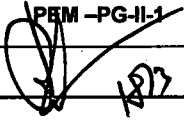
International supplies

In case of Imported Supplies the Test Certificates & Inspection reports duly accepted by the Foreign supplier Inspection agency shall be submitted in 5 Sets to BHEL/PEM, NOIDA. The above Inspection reports & Test certificates shall be reviewed by PEM/Engineering in line with the Technical Specifications & Approved Data sheets and then sent to M/s RPCL for their clearance.

The dispatch clearance (MDCC) by Customer shall be given to the Foreign supplier through BHEL/PEM, or their representative in India after acceptance of above test certificates by Ultimate Customer.

33.0 **Final Drawings / Documents Submission:-**

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

	PREPARED BY	REVIEWED BY	APPROVED BY	ISSUED BY
Name:	NIKHIL SINGHAL	BANSI LAL BEDI	O.P VERMA	R.P GUPTA
Designation:	Engineer	SR. MGR	S.DGM	AGM
Department:	PEM –PG-II-1	PEM –PG-II-1	PEM –PG-II-1	PEM –PG-II-1
Signature:				
Date:	18.03.2011	18.03.2011	18.03.2011	18.03.2011

Annexure-I

SPECIAL CONDITIONS OF CONTRACT (REV0) Dtd. 10.01.2011 **2x800 MW YERMARUS TPS**

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

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

BHEL, EDN BANGALORE
PB 2606 MYSORE ROAD ,BANGALORE - 560026
VAT TIN NO. 29180069268

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

Vendors' original tax invoice for intra State transactions is one of important documents for availing Input Tax credit. In this regard the following may be noted by all vendors for strict compliance:

- As a general rule, a tax invoice must be original, must contain vendor's TIN No with full address, invoice no & date, product description with unit rate, quantity, value, VAT rate, VAT amount, gross value of bill, **buyer i.e. BHEL's address with TIN No.** (as given above) special marking like "Original" and/or "valid for input credit"/ Buyer can take credit against this" etc as per applicable State VAT law.
- Please note that BHEL's address and TIN to be mentioned in vendors tax invoice shall be **principal place of business & applicable TIN No. of nodal agency of BHEL, as given above.** In no case the vendors, invoices shall be addressed to BHEL PEM nor shall they contain our TIN. However for payment purposes, the invoice may mention BHEL PEM as paying authority.
- As original tax invoice of vendors are to be furnished to nodal unit for assessment/VAT audit purposes, extra copy of Original invoice is reqd to be submitted by vendors for retaining with PEM bank payment voucher.
- Original tax invoice along with extra copy of Original Tax invoice in line with respective state VAT law shall be essential document to be submitted by vendor for claiming payment.
- Vendor shall also furnish a certificate/statement/document as prescribed under applicable State VAT law. Please note that some of the States requires additional certificate/documents e.g. Haryana requires certificate in form C-4 in addition to original tax invoice.
- Please note that reimbursement/payment of VAT shall be subject to furnishing of Vat complaint 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.

