


PEM / PG, BHEL, PPEI, NOIDA**SPECIAL CONDITIONS OF CONTRACT (REV00)****2 x 195MW KBUNL, MUZAFFARPUR THERMAL POWER PROJECT (BIHAR)**


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.

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| 1.0 | Project Name :- | 2 x 195 MW NTPC, MUZAFFARPUR THERMAL POWER PROJECT (BIHAR) |
| 2.0 | Buyer's Name & Address: | BHEL-PROJECT ENGINEERING MANAGEMENT, PPEI BUILDING, HRD & ESI COMPLEX, PLOT NO. 25, SEC-16A, NOIDA -201301 (U.P.). |
| 3.0 | Consignee Name & Address to be mentioned on LR:- Ultimate Consignee Address:- (This consignee name to be mentioned on invoice) | Bharat Heavy Electricals Ltd, BSEB Administrative Building, MUZAFFARPUR THERMAL POWER STATION KANTI, MUZAFFARPUR, BIHAR-843130. (Vendor to obtain delivery order prior to dispatch of material) <u>A. FOR MAIN EQUIPMENT:-</u> DGM (Projects), Kanti Bijlee Utpadan Nigam Limited (KBUNL) Muzaffarpur Thermal Power Station, Kanti Thermal, Muzaffarpur, BIHAR-843130 <u>B. FOR MANDATORY SPARES:-</u> DGM (Projects), Kanti Bijlee Utpadan Nigam Limited (KBUNL) Muzaffarpur Thermal Power Station, Kanti Thermal, Muzaffarpur, BIHAR-843130 |
| 4.0 | BHEL Site Office Address:- | BHEL Site Office, BSEB Administrative Building, MUZAFFARPUR THERMAL POWER STATION KANTI, MUZAFFARPUR, BIHAR-843130. |
| 5.0 | Mode of Dispatch:- | By Road on Door Delivery and freight Pre-Paid Basis. |
| 6.0 | Road Permit Required:- | YES – Bihar State Road Permit. |
| 7.0 | 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) PG Department / BHEL, PEM, PPEI-Noida, |


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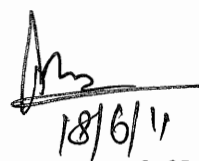
2 x 195 MW NTPC, MUZAFFARPUR THERMAL POWER STATION, BIHAR.

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| 8.0 | Transit Insurance: | By BHEL (Supplier to intimate the underwriters quoting the Insurance Policy No. as below: |
| | Policy No.:- | 101300 / 21 / 10/4400000035 |
| | Underwriters:- | M/s National Insurance Company Ltd, Kolkata Division-XIII, 24, C.R. Avenue, 4 th Floor, Kolkata-700012. Fax & Phone No: 033-22153891 |
| 9.0 | a. Customer TIN ET No. | 10306100233 |
| | b. Customer TIN CST No. | 10306100136 |
| | c. Customer VAT No. | 10306100039 |
| | d. Customer PAN No. | AACCV4323J |
| | e. Customer TAN No. | PTNV00518A |
| 10.0 | Unloading at site: | By BHEL site office 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) |
| 11.0 | Storage at site:- | By BHEL site for supply packages |
| 12.0 | Movement of Material within Site:- | By BHEL site for supply packages |
| 13.0 | DOCUMENT REQUIRED FOR VENDOR PAYMENT:- | For Vendor Payment by PEM the supplier shall provide the following Documents to PG :- |
| | | <ul style="list-style-type: none"> 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 NTPC approved BBU item no against each item dispatched. – 8 Copies d. NTPC MDCC – Original + 7 Copies e. CHP issued by NTPC – Original + 7 Copies <p>NOTE: The Supplier during inspection of Main supplies & Mandatory Spares by BHEL, CQS / NTPC- IS shall obtain separate NTPC MDCC for Main Supplies & separate NTPC MDCC for Mandatory spares in line with the approved Billing Break-Up (BBU).</p> |
| 14.0 | Material Receipt Certificate (MRC):- | 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. |





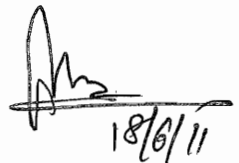
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| 15.0 | Despatch Markings:- | <p>Each box/ Drum shall be marked with Capital Letters in Red indicating: Main Supply OR Commissioning spare 2 x 195 MW NTPC, MUZAFFARPUR THERMAL POWER STATION, BIHAR - 843130.</p> <p>Each package/Drum delivered under 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.</p> <p>Each and every box (package) shall be marked with following:-</p> <ol style="list-style-type: none"> 1) Name and address of the consignee: 2) Project reference: 3) Customer Contract No.: 4) Vendor Name: 5) PEM P.O. reference no. 6) Packing No.: (1/10, 2/10, 3/10 when there are 10 packages for one consignment) 7) Ultimate Destination: 2 x 195 MW NTPC, MUZAFFARPUR THERMAL POWER STATION, BIHAR - 843130 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) <p>Besides above necessary, packing shall bear a special marking "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.</p> <p><u>IMPORTANT:-</u></p> <p>One copy of respective standard manufacturer's erection instruction/operation manual shall be kept in each package/container for immediate reference by BHEL site.</p> <p><u>NOTE:-</u></p> <p>The Copy of complete Packing list for the consignment must be put inside the Box/ Boxes.</p> <p>20 copies of supplier's Erection / Instruction manuals to be given to the BHEL, PEM, PPEI-Noida (MM) within 30 days of despatch for handing over to Customer/ BHEL site.</p> |
| 16.0 | <u>Commissioning spares:</u> | <p>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.</p> |


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| 17.0 | <u>Mandatory Spares:-</u> | <p>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 KBUNL 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 NTPC). One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc. Mandatory Spares shall be handed over directly to KBUNL stores other wise transportation charges debit from BHEL store to KBUNL in Vendors account.</p> <p>The Supplier to note that separate NTPC MDCC shall be obtained for Mandatory spares from NTPC- IS/ QA.</p> |
| 18.0 | <u>Taxes & Duties:-</u> | <p>Custom Duty:- All bidders to note that this project is negotiated and has been qualified through project import route and accordingly the concessional rate of Custom Duty @5% on imported material shall be applicable to the project.</p> <p>For availing the benefit of concessional rate of Custom Duty as mentioned above, an Essentiality Certificate shall be issued by KBUNL through BHEL for the items identified by PEM (PG) at Enquiry stage (Limited to CIF content indicated by you in your offer) for availing Concessional Custom Duty on imported contents under Project Import regulations. The list of imported items, quantity, CIF value (in Rupee) and Foreign currency along with the origin of country supplying raw material etc, shall be indicated in price bid. This list will be later on as reference list for getting the Essentiality Certificate from Customer i.e. KBUNL for this Project. Please note that no request later at Contract execution stage shall be entertained by BHEL-PEM for additional item / additional CIF other than the original Bid. Thus complete care to be taken by Bidder for identifying the imported items under their scope / system at the enquiry stage.</p> <p>Packages for which CIF is available are as below.</p> <ol style="list-style-type: none"> Condenser On Load Tube Cleaning System Plate Heat Exchanger Self Cleaning Strainers Compressed Air System Hydrogen Generation Plant Angle Drain Valves CCS Gate / Globe NRV VIS for TG <p>Excise Duty & Concessional Sales Tax / VAT: Vendor to quote Excise Duty & Sales Tax/VAT at applicable rate on self manufactured items & same shall be considered for evaluation to arrive L1 Status.</p> <p>No credit will be passed on account of VAT for this project. Therefore evaluation for Ordering purpose will be done on total cost to BHEL including VAT.</p> <p>VAT on your intra-state dispatch shall be paid subject to conditions specified in annexure-I.</p> |

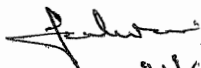





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| 19.0 | Inspection Agency:- | BHEL & NTPC Vendor shall give inspection call on NTPC format in line with approved QP (with clear indication of Category of Inspection (CAT) for the items/systems as mutually agreed by BHEL and NTPC in the main Contract) to Regional BHEL-CQS WEB SITE with a copy of inspection call to BHEL-PEM (PG) 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 NTPC based on Joint inspection report of BHEL CQS & Customer (Wherever applicable). The MDCC issued by NTPC in original shall be attached by bidders for their payment from BHEL. |
| 0.0 | Final Drawings / Documents Submission:- | Final Drawing / Documents to be submitted shall be as per Technical specifications otherwise will be intimated during kickoff meeting. |

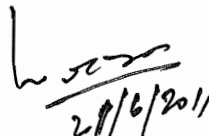
| | PREPARED BY | REVIEWED BY |
|---------------------|---|---|
| Name: | Bhaskar Chakraborty | Sanjeev Kumar |
| Designation: | Engr. / PGIII-1 | Manager / PGIII-1 |
| Signature: |  |  |
| Date: | 18/6/11 | 18/6/2011 |

S.C.C. has been vetted w.r.t. financial claims only.


21/6/11

Approved by


DH/PGIII-1


21/6/2011

K.K. VOHRA, AGM/PGIII-1

ANNEXURE - I

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

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

Bharat Heavy Electricals Limited,

BHEL Bhawan, Plot No. 9/1

DJ Block, Sector-II, Salt Lake City, Kolkata- 700091, India

VAT TIN NO: - 19200936019

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 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.

