

**PEM / PG-II, BHEL, PPEI, NOIDA**  
**SPECIAL CONDITIONS OF CONTRACT (REV03)**  
**2X600 MW , JHABUA POWER LTD. OF UNIT 1**

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 **Project Name** : 2X600 MW , JHABUA POWER LTD.
- 2 **Customer** : JHABUA POWER LTD (AVANTHA POWER & INFRASTRUCTURE LTD.)
- 3 **Customer consultant** : M/s Fichtner, Bangalore
- 4 **Nearest Railway stations** : BINAIKI
- 5 **Nearest towns:** : Raigarh (25 kms) and Raipur (265 kms)
- 6 **Nearest Airport:** : JABALPUR
- 7 **Consignee Address** : **A. FOR MAIN EQUIPMENT :-**  
: Project Engineer  
BHEL  
2X600 MW JHABUA POWER LTD.  
Village: Barela-Gorakhapur,  
Tehsil: Ghansor, Dist: Seoni, Madhya Pradesh  
**B. FOR MANDATORY SPARES :-**  
: Project Engineer  
BHEL  
2X600 MW JHABUA POWER LTD.  
Village: Barela-Gorakhapur,  
Tehsil: Ghansor, Dist: Seoni, Madhya Pradesh
- 8 **BHEL Site Office Address :** : CONSTRUCTION MANAGER  
BHEL-SITE OFFICE  
1X600 MW JHABUA POWER LTD.  
Village: Barela-Gorakhapur,  
Tehsil: Ghansor, Dist: Seoni, Madhya Pradesh
- 9 **Customer Order Ref No.** : NOA No. JPL / Avantha Power / BTG SUPPLY/ BHEL / 01 (2009-10) & JPL/BTG/BHEL/ETC-UNIT1/15A/2010 DTD.  
25-02-2010
- 10 **Mode of Dispatch** : By Road on Door Delivery and freight Pre-Paid Basis
- 11 **Road Permit Required** : YES
- 12 **LOA Date** : 25-02-10
- 13 **Zero Date** : 18-03-2010
- 14 **Synchronization** : 18-02-2013
- 15 **Trial Operation** : 18-04-2013
- 16 **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 (PG)
- 17 **Transit Insurance** : By BHEL ( LATER )  
**Policy No.** : LATER  
**Underwriters** : LATER
- 18 **Customer CST NO** : LATER
- 19 **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)  
: By vendor for Turnkey(supply, erection and commissioning packages)

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- 20 Storage at site
- a By BHEL site for supply packages
  - b By vendor for Turnkey packages(supply, erection & commissioning packages)
- 21 Movement of Material within Site
- a By BHEL site for supply packages
  - b By vendor for Turnkey i.e. supply and Erection & Commissioning packages
- 22 DOCUMENT REQUIRED FOR VENDOR BILL PROCESS/PAYMENT.
- : For Vendor Payment by PEM the Vendor shall provide the following Documents to MM :-
  - A Supplier Invoice – 1 Copy
  - B Copy of Consignee copy LR (CONSIGNOR / LORRY COPY NOT REQD)– 3 Copy
  - C Copies of Packing List indicating Quantity/ Gross weight/ Net weight and JPL approved BBU item no. against each item dispatched – 5 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 JPL MDCC & CHP issued by CUSTOMER – Original + 5 Copies
  - E Copy of letter addressed to insurance Co.
  - F Guarantee/Test Certificate/Inspection reports.
  - G Please write address and TIN No. of Nodal agency in their VAT invoice instead of BHEL PEM's Address & TIN No. and Paying Authority should be shown as BHEL PEM, Noida
- 23 Requirement of original documents
- : Original LR's, customer original MDCC & packing lists with gross and net weight should be handed over to BHEL/PEM by bidders for their payment from BHEL.
- 24 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.
- 25 Despatch Markings:-
- : 2X600 MW, JHABUA POWER LIMITED
  - : 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.
  - : 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.

*Kishor*  
10/10/2011

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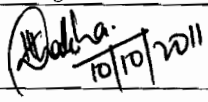
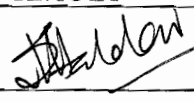
- : 20 copies of supplier's Erection / Instruction manuals to be given to the BHEL, PEM, PPEI-Noida (PG) within 30 days
- : Each box/ Drum shall be marked with Capital Letters in Red indicating :  
Ultimate Destination:  
2X600 MW , JHABUA POWER LTD.
- 26 **Commissioning spares:** : The commissioning 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.
- 27 **Mandatory Spares (if required) :** : 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 CUSTOMER 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 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 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 MDCC shall be obtained for Mandatory spares from 1X600 MW , JHABUA POWER LTD.- IS/ QA.
- 28 **Packagees for which CIFvalue Considered (incl.Turnkey Packagees in Region Scope)** : APRDS,PHE,COLTCS,SCS,GCB And SPBPV. - Supply Packages  
Condensate Polishing Unit (CPU) - Turnkey package
- 29 **Warranty:-** : AS PER GCC REV 04
- 30 **Taxes & Duties:-** : ALL BIDDERS TO NOTE THAT THIS IS **AMEGA ICB** (INTERNATIONAL COMPETITIVE BIDDING) PROJECT AND PROJECT AUTHORITY CERTIFICATE/ ESSENTIALITY CERTIFICATE WILL BE ISSUED BY JHABUA POWER LTD (CUSTOMER). UNDER THIS PROJECT AUTHORITY CERTIFICATE (OR EC) ZERO % CUSTOM DUTY SHALL BE APPLICABLE ON THE IMPORTED CONTENTS OF THE SUPPLIER.
- JHABUA POWER LTD SHALL ISSUE PAC TO BHEL AS MAIN CONTRACTOR FOR AVAILING ZERO CUSTOM DUTY FOR THE IMPORTED SUPPLY APPLICABLE FOR THIS PROJECT ORDERED BY PEM, PPEI, NOIDA AND BASED ON ABOVE PAC BHEL, PEM SHALL ISSUE PAC TO EACH SUB-VENDOR BASED ON THE IMPORTED ITEMS AGREED WITH CUSTOMER (JHABUA POWER LTD). THE BIDDER TO INDICATE THE IMPORT CONTENTS I.E LIST OF THE ITEM, CURRENCY OF IMPORT AND COUNTRY OF IMPORT AT THE TIME OF FINALIZATION OF THE BID/FINAL PRICES. BIDDER HAS TO PASS ON THE BENEFIT OF AVAILING ZERO % CUSTOM DUTY IN PRICE OFFERED TO BHEL AND PROVIDE A CERTIFICATE WITH A UN-PRICED BID THAT ZERO % CUSTOM DUTY ON THE IMPORT CONTENTS HAVE BEEN CONSIDERED IN THEIR PRICE OFFERED TO BHEL AS PER APPLICABLE PAC MENTIONED ABOVE.
- ZERO CUSTOM DUTY APPLICABLE ONLY FOR ITEMS COVERED AT SL. NO. 28 ABOVE.
- ALL BIDDERS TO QUOTE EXCISE DUTY (INCLUDING CESS) ON SELF MANUFACTURED ITEMS ALONGWITH CST/VAT IN THEIR PRICE BID. HOWEVER EXCISE DUTY (INCLUDING CESS) AND C.S.T/VAT SHALL NOT BE CONSIDERED FOR EVALUATION PURPOSE. [NOTE: EXCISE DUTY APPLICABLE ONLY ON SELF MANUFACTURED ITEMS]. (ALSO REFER ANNEXURE-I TO AVAIL THE BENEFIT OF TAXES.)**
- IN CASE BHEL/CUSTOMER FAILS TO ISSUE PAC, CUSTOM DUTY ,COUNTERVAILING DUTIES, EXCISE DUTIES, CESS ON ED PAID BY BIDDER ON IMPORTED ITEMS & LOCAL DISPATCHES WILL BE REIMBURSED ON MERIT BASIS AGAINST SUBMISSION OF NECESSARY DOCUMENTS. THE BIDDERS MAY CLEARLY SPECIFY THE RATE OF CUSTOM DUTY, AMOUNT OF CUSTOM DUTY ON THEIR QUOTED CIF, IF ANY TO BE REIMBURSED BY BHEL IN CASE PAC IS NOT ISSUED.
- 31 **Inspection Agency:-** : BHEL & CUSTOMER
- Vendor shall give inspection call on 2X600 MW , JHABUA POWER LTD. format in line with approved QP to Regional BHEL-CQS WEB SITE with a copy of inspection call to BHEL-PEM (MM) 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 CUSTOMER based on Joint inspection report of BHEL CQS & 2X600 MW JHABUA POWER LTD./ Customer Agency (as nominated by jhabua power ltd). The MDCC issued by 2X600 MW JHABUA POWER LTD./Customer in original shall be attached by bidders for their payment from BHEL.

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

Following facilities are as per contract : EOT Crane facility-shared basis if available by customer  
: Construction Power-Free  
: Construction /drinking water at one point for labour colony -Free  
: Land for labour colony -Free, if available by owner  
: Power for labour colony :to be chargeable if available by owner

Enclosure: Annexure - I. for VAT (page 1 of 1)

	Prepared By	Reviewed By	Vetted By	Approved By
NAME	Pushkar Khakha	RAJESH KUMAR		S.K. HALDAR
Designation	Engineer / PG-II-2	SDGM / PG-II-2		DH / PG-II-2
Signature		on tour.		
Date	10/10/2011			

SCC REV 03 : CHANGE AT CLAUSE NO 30 FOR TAXES AND DUTIES

*Vetted with respect to Taxes & Duties Only.*  
*Nitigutta*  
*12/10/11*

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,

PIPLANI,

BHOPAL - 462022

**VAT TIN NO. 23573600001**

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.
- Where the supplies are made from within the same state where the project is located ,the vendor has to provide VAT invoice for such supplies even if the price quoted is all inclusive.
- 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.

  
10/10/2011