

PEM / COMMERCIAL, BHEL, PPEI, NOIDA

SPECIAL CONDITIONS OF CONTRACT (REV03)

2x660 MW , BARH STPP, STAGE-II

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 :-** **2x660 MW , BARH STPP, STAGE-II**

Town : BARH
Distt : PATNA
State : BIHAR

2.0 **Consignee Address :-** **A. FOR MAIN EQUIPMENT:-**

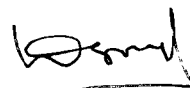
CONSTRUCTION MANAGER
BHEL
BARH STPP STG.II PROJ.
P.O.- BARH
Dist- PATNA, BIHAR
PIN- 803213
(LR should be in the name of BHEL)

B. FOR MANDATORY SPARES:-

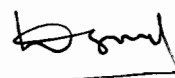
CONSTRUCTION MANAGER
BHEL
BARH STPP STG.II PROJ.
P.O.- BARH
Dist- PATNA, BIHAR
PIN- 803213
(LR should be in the name of BHEL)

3.0 **BHEL Site Office Address :** **CONSTRUCTION MANAGER
BHEL-SITE OFFICE**

ADDL. GENERAL MANAGER
BHEL SITE OFFICE
NTPC BARH STG.II PROJ.
P.O.- BARH
Dist- PATNA, BIHAR
PIN- 803213



4.0	<u>Mode of Dispatch:-</u>	By Road on Door Delivery and freight Pre-Paid Basis
5.0	<u>Road Permit Required:-</u>	Yes.
6.0	Prior Dispatch intimation to BHEL Site Office and Underwriters :-	<p>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:</p> <p>a) BHEL Site office b) BHEL, PEM, PPEI-Noida (PGIII-1)</p>
7.0	<u>Transit Insurance</u>	By BHEL (Vendor to intimate the underwriters quoting the insurance Policy No. As below) :-
	Policy No.	POLICY NO. 500300/44/09/04/40000028- SCE POLICY NO. 500300/21/09/02/00000091- MARINE
	Underwriters	UNITED INDIA INSURANCE CO. LTD. D-24 & E-25, 2 nd FLOOR, HIMALAYA HOUSE, 23, K.G. MARG, CONNAUGHT PLACE, NEW DELHI
	CONTACT PERSON	Mr. SOUMYA MUKHERJEE (M) 9910012301 Tel: 011- 23318077, 41521760 Fax: 011- 23355307 E-mail: corpcelldel@uiic.co.in
8.0	Customer (NTPC) CST NO.	CST NO-10020385181 VAT NO. 10020385085. <u>SERV. TAX REGN. NO.</u> Shall be informed LATER
9.0	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)
10.0	Storage at site	By BHEL site for supply packages
11.0	Movement of Material within Site	<p>a) By BHEL site for supply packages</p> <p>b) By vendor for Turnkey i.e. supply and Erection & Commissioning packages</p>



12.0 **DOCUMENT REQUIRED FOR
VENDOR PAYMENT**

For customer billing by PEM the supplier shall provide the following Documents to PGIII-1 :-

- 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 TNEB approved BBU item no. against each item dispatched. – **8 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. **Original + 7 Copies of NTPC MDCC (Material Dispatch Clearance Certificate)** where customer hold point is indicated in the approved QP to be issued by NTPC & BHEL MDCC where there is no customer hold point.

E. CHP issued by CUSTOMER – Original + 7 Copies

NOTE: The Supplier during inspection of Main supplies & Mandatory Spares by BHEL,CQS / CUSTOMER - IS shall obtain separate **CUSTOMER MDCC** for **Main Supplies** & separate **CUSTOMER MDCC** for **Mandatory spares** in line with the approved Billing Break-Up (BBU).

13.0 **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.

14.0 **Dispatch Markings:-**

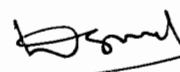
Each box/ Drum shall be marked with Capital Letters in Red indicating :
Main Supply OR Commissioning spare

2x660 MW , BARH STPP, STAGE-II

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.

20 copies of supplier's Erection / Instruction manuals to be given to the BHEL, PEM, PPEI-Noida (PGIII-1) within 30 days of despatch for handing over to Customer/ BHEL site.

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

Ultimate Destination:

2x660 MW , BARH STPP, STAGE-II

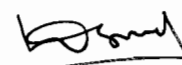
15.0 **Commissioning spares:**

The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details i.e 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. One Copy of Packing list must be put inside the Box.

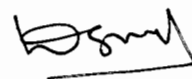
16.0 **Mandatory Spares**

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 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 NTPC Ltd. 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 **CUSTOMER MDCC** shall be obtained for Mandatory spares from NTPC Ltd.

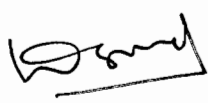
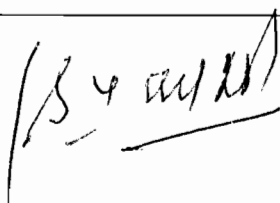
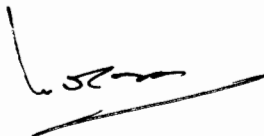


- 17.0 **Penalty for Delay in supply:-** As per GCC
- 18.0 **Guarantee:-** As per GCC
- 19.0 **Taxes & Duties:-**
- All Bidders to note that this is a Mega ICB (International Competitive Bidding) Project and Project Authority Certificate will be issued by NTPC Ltd. (customer). Under this Project Authority certificate Zero % Custom Duty shall be applicable on the Imported Contents of the supplier.**
- NTPC 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 (NTPC 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.
- All bidders to note being a Mega Project & ICB the Excise Duty shall not be included in their prices to BHEL as per the nature of the project, however **concessional sales tax presently 2 %** / VAT is 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.
- VAT on your intra-state dispatch shall be paid subject to conditions specified in Annexure-I.**
- 20.0 **Inspection Agency:**
- NTPC Ltd.**
Vendor shall give inspection call on NTPC Ltd format **in line with approved QP** to Regional BHEL-CQS WEB SITE with a copy of inspection call to BHEL-PEM (PGIII-1) 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 Ltd.** based on Joint inspection report of BHEL CQS & NTPC Ltd. / Customer Agency (as nominated by NTPC Ltd.). **The MDCC issued by NTPC Ltd. /Customer in original shall be attached by bidders for their payment from BHEL.**



21.0 **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	ISSUED BY
Name:	Digamber Singh	Shree Prakash	K K VOHRA
Designation:	Dy. Manager/ PEM –PGIII-1	DGM / PEM –PGIII-1	AGM / PEM –PGIII-1
Signature:			
Date:	15 TH July 2010	15 TH July 2010	15 TH July 2010

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:

BHEL SITE OFFICE,

KHALGAON STPP (NTPC LTD)

DIST. BHAGALPUR

BIHAR - 813214

VAT RC. NO. 10521776047

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 RC 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 RC to be mentioned in vendors tax invoice shall be **principal place of business & applicable RC 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.

