

PEM/PG-I BHEL, NOIDA
SPECIAL CONDITIONS OF CONTRACT (REV.00)
2x 60 MW VYASI HYDRO ELECTRIC PROJECT (HEP)

These Conditions shall be read and construed along with General Condition of Contract (GCC) enclosed along with the tender enquiry. In case of any conflict or inconsistency, the condition given in special condition of contract (SCC) shall prevail over the general condition of the contract.

- 1.0 **PROJECT NAME** : 2x 60 MW VYASI HYDRO ELECTRIC PROJECT (HEP)
- 2.0 **CONSIGNEE ADDRESS** : Shall be intimated Later
- 3.0 **BHEL Site Office Address** : Shall be intimated Later
- 4.0 **Customer Address** : Dy. General Manager (E & M Design), UJVNL Limited, Ganga Bhawan Yamuna Colony Dehradun - 248001
- 5.0 **Mode of Dispatch & Project location Details** : By Rail/Road on Door Delivery and freight Pre-Paid Basis.
Vyasi HE Project, (2X60 MW) is located in Dehradun District of Uttarakhand. The Project sites are easily accessible by road, as all the project components are located on double lane approach roads taking off from National Highway NH-123 at Barawala (3 km from Dakpathar). The nearest railhead (Broad Gauge) is at Dehradun. Vyasi Dam is 17 km from Barawala.
- 6.0 **Road Permit Required** : Shall be informed later.
- 7.0 **Prior Dispatch intimation to BHEL Site Office and Underwriters** : YES
NOTE:- one set consisting of LR / RR copy, Packing List/Challan/BHEL Dispatch Clearance indicating the items dispatched (with their gross and net weights) and after informing the underwriters about the value of consignment and dispatch details to be sent to
a) BHEL Site Office
b) BHEL- PEM, PPEI - Noida(U.P)
c) Insurance Co.
It is Vendor's responsibility to ensure availability of trucks well in advance where consignment will require more number of trucks to be deployed for dispatch. No concession for non-availability of trucks, after having given dispatch clearance shall be admissible.
- 8.0 **Transit Insurance Policy No. Underwriters (Contact Person)** : By BHEL PSNR Noida (Vendor to intimate the underwriters quoting the insurance Policy No. As below)
} LATER
- 9.0 **a. Customer CST No.** : UJVN LTD. CST No. - 05008717997 (Central)
b. Customer VAT No. : UJVN LTD. VAT No. - 05008717997
c. BHEL-PEM TIN No. : 09765702874
- 10.0 **Unloading at site** : By vendor for Turnkey i.e. supply and Erection & Commissioning packages.
NOTE:- Please note that unloading of materials at site shall take at least 3-4 days. As such, transporters to be advised suitably before dispatch of materials in this regard. Also, no claim on a/c of delay in unloading before this period shall be entertained. Prior intimation as mentioned in S. No. 8 above is solicited.
- 11.0 **Storage at site** : **By Vendor** for Turnkey i.e. supply and Erection & Commissioning packages.
- 12.0 **Movement of Material within Site** : **By Vendor** for Turnkey i.e. supply and Erection & Commissioning packages.
No movement of loose materials shall be allowed. Items are to be properly packed to ensure proper and safe transportation & storage at site.

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13.0 Documents Required for claiming dispatch Payment : Original + 6 Copies
As per latest General Commercial Terms & Conditions (GCC) of Project Engineering Management (PEM)

NOTE:-

1. Customer or his representative will be involved for inspection as per approved Quality Plan.
2. MDCC will be issued by BHEL in line with approved BBU.
3. The supplier during inspection of Main supplies & Mandatory Spares by BHEL, CQS/ UJVNL/ UJVNL-Nominee shall obtain separate MDCC for Main Supplies & Separate MDCC for Mandatory Spares in line with the approved Billing Break Up.
4. Delivery Order is not required.

14.0 For Material Receipt Certificate(MRC) payment : Responsibility to obtain MRC from customer at site
a) **For Turnkey Packages:-** By Vendor, where Supply/ Erection and commissioning is under Vendor's scope.

15.0 Dispatch markings : Each box shall be marked with Capital Letters in "Red" indicating : **Main Supply OR Commissioning spare OR Mandatory Spare** for **2X 60 MW VYASI HYDRO ELECTRIC PROJECT (HEP)**

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
5. Customer Contract No. 01-02/2014-15/E&M Design -I/Vyasi (Supply and services)
- 2) Package number Description of Works:
- 3) Vendor Name
- 4) PEM P.O reference no.
- 5) Item number (if applicable) Net and gross weight volume
- 6) Country of origin
- 7) Port of entry
- 8) Quantity per package
- 9) Type of Equipment: "E" - For equipment supply
"T" - For Tools and Tackles
"S" - For Mandatory Spares

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

IMPORTANT

Eight (08) copies 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 + 05nos. of CD ROM of supplier's Erection/ Instruction manuals to be given to the BHEL, PEM, PPEI-Noida (PG) within 30 days of dispatch for handing over to Customer/BHEL site.

16.0 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.

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- 17.0 Mandatory Spares** : The Mandatory spares shall be properly packed separately in separate boxes & boxes should be painted in red 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 UJVNL 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 UJVNL. One Copy of Packing List must be put inside the BOX along with Manufacturing drawing no. reference, Catalogue reference etc. Prior intimation to dispatch spares through same LR & clearance from BHEL is required to be taken.
- 18.0 WARRANTY** : Defect Liability Period shall be twenty four (24) months from the date of operational acceptance. In case of repair / replenishment further defect liability period shall be of 24 months. However aggregate defect liability periods shall be 36 months.

Expected date of operational acceptance for both units are 14-04-17
- 19.0 TAXES & DUTIES** : Custom Duty benefits are not available for this project.

Bidder to note that being a Non - Mega Project, the excise duty on self-manufactured items, Sales Tax, Service Tax & VAT are payable at actuals. However bidders to note that Excise Duty, Sales Tax, Service Tax (except of E & C) & VAT shall be considered in price evaluation for arriving at L1 status.

Service Tax on E & C shall not be considered in price evaluation for arriving at L1 status.

Entry TAX is not applicable for this project. Octroi charges shall be paid extra on actual basis if applicable.
- 20.0 VAT Invoices** : Suppliers to note that in case of local (within state) dispatch, invoice will be made in the name of BHEL Nodal agency i.e.
BHEL Nodal Agency TIN No.: 05001757277
BHEL Nodal Agency address: Heavy Electrical Equipment Plant, Ranipur, Haridwar – 249403, Uttarakhand

However, BHEL-PEM is to be indicated as the paying authority.
Please also see VAT Annexure I for details.
- 21.0 Important Note** : **No Chinese National / company having close link with China is envisaged to work on the project site for Vysai HEP.**

	PREPARED BY	CHECKED BY	CHECKED BY	REVIEWED BY	VETTED BY FIN	APPROVED BY
Name:	Shamik Gupta	Arjun Srivastava	Vinit Kumar Verma	D Saha		Pradip Gupta
Designation	A.E (PG1-1)	Engr. (PG1-1)	S. Engr. (PG1-1)	AGM / PEM (PG 1-1)	(X)	DH (PG1-1)
Signature	<i>Shamik</i> B/12/14.	<i>Arjun Srivastava</i> 09/12/2014	<i>Vinit Kumar</i> 09-Dec-14	<i>D Saha</i> 09/12/14		<i>Pradip</i> 12/01/2015
Date						

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VAT Annexure - I

In order to avail the benefit of input tax credit available to BHEL in case of VAT legible on intra-state transaction between BHEL and vendor & to fulfill the compliance as per requirement 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 compliance in this state in which project is located. For the subject project nodal agency shall be:

Bharat Heavy Electricals Limited,

Heavy Electrical Equipment Plant,

Ranipur, Haridwar – 249403

Uttrakhand

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

Vendor's original tax invoice for intra state transaction is one of the 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. and 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 required 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/document 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.

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

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