

**PEM / COMMERCIAL, BHEL, NOIDA**  
**SPECIAL CONDITIONS OF CONTRACT (REV. 0)**

**1x350 MW CAPP HAZIRA**

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   | Gujrat State Electricity Generation Ltd.<br>1 X 350 MW CAPP, HAZIRA<br>Surat Hazira Road –<br>Distt. Surat ( Gujrat)  |
| 2.0 | Consignee Address  | The Chief Engineer,<br>Gujrat State Electricity Generation Ltd.<br>1 X 350 MW CAPP, HAZIRA,<br>Surat Hazira Road –<br>Distt. Surat ( Gujrat)  |
| 3.0 | BHEL Site Office Address                                       | The Construction Manager,<br>BHEL site office<br>1 X 350 MW CAPP, HAZIRA,<br>Surat Hazira Road –<br>Distt. Surat ( Gujrat)  |
| 4.0 | Mode of Dispatch   | By Road on Door Delivery and freight Pre-Paid Basis   |
| 5.0 | Road Permit Required   | Yes   |
| 6.0 | 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:<br>a. BHEL Site office<br>b. Insurance co. |
| 7.0 | Transit Insurance  | Following shall be required to be intimated to Underwriter :<br>(1) POLICY No.<br>(2) CONSIGNMENT DETAILS<br>(3) VALUE IN INR.<br>(4) FROM WHERE TO WHERE<br>(5) DATE OF DESPATCH<br>(6) CONSIGNEE NAME   |
|     | Policy No.   | LATER   |
|     | Underwriters   | LATER   |
| 8.0 | Customer CST & VAT Nos.  | CST TIN No.: LATER<br>VAT TIN No. : LATER   |

9.0	Unloading at site	<p>-By BHEL site office for supply packages.          -By vendor for Turnkey i.e. supply and Erection &amp; Commissioning packages.</p>
10.0	Storage at site	<p>-By BHEL site for supply packages          -By vendor for Turnkey i.e. supply and Erection &amp; Commissioning packages.</p>
11.0	Movement of Material within Site	<p>-By BHEL site for supply packages          -By vendor for Turnkey i.e. supply and Erection &amp; Commissioning packages</p>
12.0	DOCUMENT REQUIRED FOR ULTIMATE CUSTOMER BILLING.	<p>For customer billing by PEM the supplier shall provide the following Documents to MM: -</p> <ul style="list-style-type: none"> <li>a. <b>Supplier Invoice – 1 Copy</b></li> <li>b. <b>Consignee copy LR. (CONSIGNOR / LORRY COPY NOT REQD) – 8 Copies</b></li> <li>c. <b>Packing List</b> indicating Quantity/ Gross weight/ Net weight against each item dispatched. – <b>8 Copies</b></li> <li>d. <b>GSEG/Customer MDCC – 8 Copies</b></li> <li>e. Any other doc. If required, shall be intimated later</li> </ul>
13.0	Material Receipt Certificate (MRC).	<p>Responsibility to obtain MRC from Site for Turnkey i.e. supply and E&amp;C packages shall be of the Turnkey Supplier/ Contractor. Only for Supply Packages BHEL/PEM will arrange MRC, however supplier/ contractor shall provide support for verification of material at site if required.</p>
15.0	Commissioning spares	<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>
16.0	Mandatory Spares (IF APPLICABLE)	<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 Ultimate Customer Contract &amp; Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer M/s GSEG. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. Reference, Catalogue reference etc.</p>


- 17.A Taxes & Duties & Nature of Project for availing Concessional Custom Duty.(FOR DOMESTIC BIDDER)
- All Bidders to note that this is a Non Mega, Domestic Project and no Concessional Custom Duty for imported supplies are available. Thus bidder to quote their prices with custom duty as applicable. Also excise duty & applicable sales tax / VAT shall be included by vendor in their prices. The impact of full custom duty, excise duty & applicable sales tax/VAT shall be considered for evaluation of bids.
- 17.B 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.
- 18.A Inspection Agency (Domestic supplies)
- BHEL / Customer  
Vendor shall give inspection call in line with approved QP to Regional "BHEL-CQS WEB SITE" with a copy of inspection call to BHEL-PEM (MM) for arranging Customer/GSEG participation (Where ever applicable) with an advance notice of 15 days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by GSEG based on the BHEL-CQS report OR Joint inspection report of BHEL CQS & Customer (Wherever applicable). The MDCC in original shall be attached by vendors for their payment from BHEL.
- 18.B Inspection Agency (Imported 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 than sent to GSEG 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.
- 19.0 Construction Power and Water to Turnkey Suppliers.
- Construction Power:** BHEL shall provide construction power on chargeable basis.  
**Construction Water:** construction water tapping by vendor from GSEG (customer) water supply line shall be permitted Free of charges on request
- 20.0 Final Drawings / Documents Submission
- Final Drawing / Documents to be submitted shall be as per Technical specifications otherwise will be intimated during kickoff meeting.

REV 00 dt. 04/01/2008

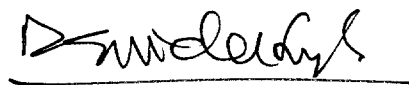
**PEM / PSG-COMMERCIAL, BHEL, NOIDA**  
**SPECIAL CONDITIONS OF CONTRACT**  
**2x500 MW, SIMHADRI SUPER THERMAL POWER PROJECT STAGE - II**

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.

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| 1.0 | Project Name   | 2X500 MW SIMHADRI STPP STAGE II.   |
| 2.0 | Consignee Address  | FOR MAIN SUPPLY:<br>NTPC, SIMHADRI<br>SIMHADRI STPP STAGE-II<br>VISAKHAPATNAM DISTRICT<br>A.P. STATE<br>(MATERIAL TO BE UNLOADED IN BHEL STORES)<br>FOR MANDATORY SPARES:<br>STORE IN CHARGE<br>NTPC SIMHADRI STPP STAGE-II<br>(MATERIAL TO BE UNLOADED IN NTPC STORE) |
| 3.0 | BHEL Site Office Address                                       | CONSTRUCTION MANAGER<br>BHEL Site office<br>SIMHADRI SUPER THERMAL POWER PROJECT, STAGE -II<br>SIMHADRI, VISAKHAPATNAM DISTRICT,<br>A.P. STATE.  |
| 4.0 | Mode of Dispatch   | By Road on Door Delivery and freight Pre-Paid Basis  |
| 5.0 | Road Permit Required   | YES  |
| 6.0 | Prior Dispatch intimation to BHEL Site Office and Underwriters | Yes, one set consisting of LR / RR copy, Packing List indicating the items dispatched (with their weights) and letter informing the underwriters about the value of consignment and dispatch details to be sent to:<br>a. BHEL Site office<br>b. Insurance co.         |
| 7.0 | Transit Insurance  | By BHEL (Vendor to intimate the underwriters quoting the insurance Policy No. As below:  |
|     | Policy No.   | Will be provided later.  |
|     | Underwriters   | Will be provided later   |
| 8.0 | a. Customer CST No.<br>b. Customer LST No.<br>c. TIN No        | VSP/06/02/1027.dtd.06/02/98<br>VSP/06/02/1273. dtd. 06/02/98(APGST)<br>28910263519   |

  
4/1/08

- 9.0 Unloading at site By BHEL site office for supply packages  
By vendor for Turnkey i.e. supply and Erection & Commissioning packages
- 10.0 Storage at site By BHEL site office for supply packages  
By vendor for Turnkey i.e. supply and Erection & Commissioning packages
- 11.0 Movement of Material within Site By BHEL site office for supply packages  
By vendor for Turnkey i.e. supply and Erection & Commissioning packages
- 12.0 DOCUMENT REQUIRED FOR ULTIMATE CUSTOMER BILLING. In addition of the supplier/ vendor dispatch claim. Following dispatch documents in "6 sets. Shall be provide for the purpose if customer Billing immediately on dispatch of material
- a. **Supplier Invoice – 1 Copy**
  - b. **Copy of Consignee copy LR. (CONSIGNOR / LORRY COPY NOT REQD) – 6 Copies**
  - c. **Copies of Packing List** indicating Quantity/ Gross weight/ Net weight and NTPC approved BBU item no against each item dispatched. – **6 Copies**
  - d. **NTPC MDCC – Original + 6 Copies**
  - e. **CHP issued by NTPC – 2 Copies**
- NOTE: The Supplier during inspection of Main supplies & Mandatory Spares by BHEL/CQS/ NTPC- IS shall obtain separate NTPC MDCC for Main Supplies & Mandatory spares and correct BBU ref no for the items as per approved BBU indicated in the MDCC.
- 13.0 Material Receipt Certificate (MRC). Responsibility to obtain MRC from Site for Turnkey i.e. supply and E&C packages shall be of the Supplier/ Contractor. Only for Supply Packages BHEL/PEM will arrange MRC, however supplier/ contractor shall provide support for verification of material at site if required.

  
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#### 14.0 Dispatch markings

Each box/ Drum shall be marked with Capital Letters in Red indicating :  
**Main Supply OR Commissioning spare for 2x500 MW SIMHADRI STPP SRAGE -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) Packing No.: (1/10, 2/10, 3/10 when there are 10 packages for one consignment)
- 7) Ultimate Destination: Simhadri STPP Stage - II
- 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 instruction 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 Customer/ BHEL site.

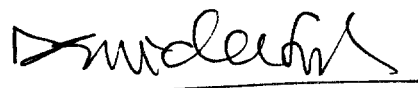
#### 15.0 Commissioning spares

The commissioning spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details i.e 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.

#### 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 NTPC 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 NTPC stores** other wise transportation charges debit from BHEL store to NTPC stores in Vendors account.

The Supplier to note that separate NTPC MDCC shall be obtained for Mandatory spares from NTPC- IS/ QA.

  
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17.0 Taxes & Duties

All Bidders to note that this is a ICB channel Mega Project. BHEL to facilitate availing Deemed export benefits and benefits availing for Mega Power Project M/S NTPC/ BHEL will issue necessary relevant certificate such as Project Authority Certificate (PAC)/ Payment certificate etc. as per the extent Foreign Trade Policy of GOI for availing Custom duty and Excise duty exemption by the Bidders/Vendors. List of imported contents, quantity, CIF value (in Rupee) and Foreign currency along with the origin of country supplying material etc, shall be indicated in price bid. This list will be later on as reference list for getting the PAC from the ultimate customer M/s NTPC 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.

BHEL shall not compensate for any foreign exchange variation on account of imports.

In case of vendor's inability to obtain zero duty license / reimbursement of CD paid, BHEL will not reimburse the same to the bidder.

Therefore, it is the sole responsibility of the bidder to obtain custom duty and Excise Duty exemptions based on the relevant certificate issued.

**IT IS FURTHER CLARIFIED THAT BEING A MEGA PROJECT, EXCISE DUTY IS EXEMPTED/ NIL FOR THIS PROJECT. THE SUPPLIER TO QUOTE WITH ZERO EXCISE DUTY AND APPLICABLE SALE TAX (3%) IN THE PRICE BID AND THE SAME WILL BE TAKEN FOR EVALUATION OF THE BIDS FOR ARRIVING AT THE L1 STATUS..**

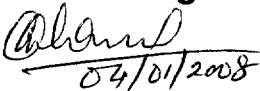
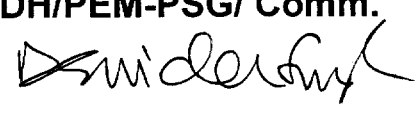
18.0 Inspection Agency

**BHEL & NTPC**

Vendor shall give inspection call on NTPC 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 with an advance notice of 15 – 20 days for participation in inspection/ Joint inspection on the proposed date. 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.

19.0 Final Drawings / Documents Submission

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

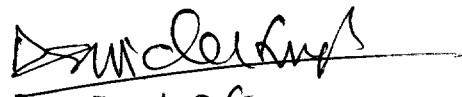
	<b>PREPARED BY</b>	<b>REVIEWED BY</b>
<b>Name</b> :	<b>A. K. Sharma</b>	<b>Devinder Singh</b>
<b>Designation</b> :	<b>Sr. Manager</b>	<b>DH/PEM-PSG/ Comm.</b>
<b>Signature/ Date</b> :	 04/01/2008	

REV. 0 dt. 03/01/2008

**PEM / PSG-COMMERCIAL, BHEL, NOIDA**  
**SPECIAL CONDITIONS OF CONTRACT**  
**2X500MW VALLUR TPS, NTECL, ENNORE – TAMIL NADU**

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 2X500MW VALLUR TPS, NTECL, ENNORE  
(NTPC – TAMILNADU ENERGY COMPANY LTD POWER PROJECT)
- 2.0 Consignee Address N T E C L ENNORE  
(Details shall be furnished later)
- 3.0 BHEL Site Office Address CONSTRUCTION MANAGER  
BHEL Site office  
Ennore  
TAMIL NADU
- 4.0 Mode of Dispatch By Rail/Road
- 5.0 Road Permit Required No.
- 6.0 Prior Dispatch intimation to BHEL Site Office and Underwriters Yes, one set consisting of LR / RR copy, Packing List indicating the items dispatched (with their gross & net weights) and letter informing the underwriters about the value of consignment and dispatch details to be sent to:  
a. BHEL Site office  
b. Insurance co.
- 7.0 Transit Insurance By BHEL (Details to be furnished later)  
Policy No. Later  
Underwriters Later
- 8.0 a. Customer CST No. Later  
b. Customer LST No. Later
- 9.0 Unloading at site By BHEL site office for supply packages

  
3.1.08

- 10.0 Storage at site By BHEL site office for supply packages
- 11.0 Movement of Material within Site By BHEL site office for supply packages
- 12.0 Paying Authority **DIRECTLY:-**  
SDGM (FIN), BHEL-PEM, PPEI, Sec-16 A, Plot 25, NOIDA (U.P.)

**THROUGH BANK:-**

SDGM (FIN), BHEL-PEM  
ABN AMRO BANK NV,  
15, BARAKHAMBA ROAD, HANSALAYA BUILDING  
NEW DELHI – 110001  
BHEL PEM - CURRENT A/C NO.6536425

- 13.0 Document Requirement: (For Supply payment) As below

- 13.1 DIRECT PAYMENT: (Original + 2 copies)
- a. Supplier invoice along with documentary evidence of CONCESSIONAL sales Tax Paid
  - b. Photo Copy of Original LR (Consignee Copy),

**NOTE:**

Original Consignee LR shall be sent along with the material directly to site for taking Delivery of the Material on FOR Site basis.

- c. **Item wise Packing List indicating Quantity/Gross weight / Net weight**
- d. Original copy of MDCC (Material Dispatch Clearance certificate) to be issued by NTECL (NTPC)
- e. Copy of letter addressed to Insurance Co.
- f. Guarantee / Test Certificate/ Inspection reports.

**OR**

- 13.2 Through Bank: (Original + 2 copies)
- a. Supplier invoice along with documentary evidence of excise duty paid.
  - b. Original LR (Consignee Copy)
  - c. **Item wise Packing List indicating Quantity/Gross weight / Net weight**
  - d. Copy of MDCC (Material Dispatch Clearance certificate) issued by NTECL.
  - e. Copy of letter addressed to Insurance Co.
  - f. Guarantee / Test Certificate/ Inspection reports.



13.3 For payment against  
Receipt of material at site  
(MRC)  
(Original+6 copies)

Supplier's invoice (linking with Dispatch invoice) along with copy of  
Material Receipt certificate (MRC) issued by site.

14.0 Dispatch markings

Each box shall be marked with Capital Letters in Red indicating the **Main Supply or Commissioning spare package for 2x500 MW 2X500 MW Vallur TPS, NTECL, Ennore, Tamil Nadu.**

Each package delivered under the Contract shall be marked by vendor and such marking must be distinct and in English language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee, the Gross weight and Net weight of the package, the name of the Vendor, PEM P.O. reference No. with a distinctive number of mark sufficient for purposes of identification. 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 instruction manual shall be kept in each package/container for immediate reference by BHEL site.

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) PEM P.O. reference No.
- 5) Packing No.: (1/10, 2/10, 3/10 when there are 10 packages for one consignment)
- 6) Ultimate Destination: NTECL 2 X 500 MW ENNORE
- 7) Packing Mark: (symbols indicating "TOP" and other special marking)
- 8) Type of Equipment: "E" (for equipment supply)  
"T" (for Tools & Tackles)  
"S" (for Mandatory Spares)


**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 Customer/ BHEL site.

For receiving payment from the DVC Customer, BHEL has to raise invoices in 6 copies (one original + 5 photocopies). **The supplier Must provide 6 set of Despatch documents (copy of Consignee LR, Packing List, TC/CQIR, Copy of MDCC) to PEM/MM for Customer Billing.**

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 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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16.0 BHEL Over-Heads

All Bidders to note that (in case of Purchase Order is placed by BHEL-PEM), if any supply item for His equipment or system is to be arranged by BHEL on behalf of the supplier, then BHEL's Over Heads presently @ 30% or as prevailing at that time, whichever is higher, for the value of the equipments / items procured by BHEL-PEM or BHEL-Site shall be levied on the supplier and same shall be recovered from the invoices available with BHEL-PEM PPEI NOIDA


17.0 Taxes & Duties

Please note that this is a Mega Project (ICB) and as per Extent of Foreign Trade Policy of govt. of India, the material if required to be imported for the manufacture of final goods into India are exempted from the Custom duty. **The applicable custom duty in this project is zero %**, accordingly Customer M/s NTECL will issue Project Authority certificates only for imported contents, if applicable, to enable supplier to avail the benefit from Customs List of imported contents, quantity, CIF value (in Rupee) and Foreign currency etc, shall be indicated in price bid. 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.

BHEL shall not compensate for any foreign exchange variation on account of imports. NTECL / BHEL shall issue PAC (Certified List of Goods) to enable bidders to take Advance Licence to avail exemption from Custom duty.

Therefore, it is the sole responsibility of the bidder to obtain Zero Percent Custom Duty benefit against the PAC issued.

**IT IS FURTHER CLARIFIED THAT BEING A MEGA PROJECT, EXCISE DUTY IS ZERO (NOT APPLICABLE) FOR THIS PROJECT. THE SUPPLIER TO QUOTE WITH ZERO EXCISE DUTY & APPLICABLE SALES TAX (3 %) IN THE PRICE BID AND THE SAME WILL BE TAKEN FOR EVALUATION OF THE BIDS FOR ARRIVING AT THE L1 STATUS.**

  
3.1.08

- 18.0 Inspection Agency
- BHEL/ Customer  
Vendor shall give inspection call in line with approved QP to Regional BHEL-CQS with a copy of inspection call to BHEL-PEM (MM) for arranging Customer participation (Wherever applicable) with advance notice of 15 – 20 days for participation in inspection/ Joint inspection on the proposed date. The NTECL MDCC shall be required based on the BHEL-CQS report OR Joint inspection report of BHEL CQS & Customer (Wherever applicable) AND THE COPY OF THE SAME WILL BE GIVEN TO THE SUPPLIER FOR CLAIMING THEIR PAYMENT FROM BHEL.
- 19.0 Final Drawings / Documents Submission
- Final Drawing / Documents to be submitted shall be as per Technical specifications otherwise to be intimated during kickoff meeting. In the Kick-off meeting a schedule to be drawn by the supplier with BHEL – PEM indicating drawing submission, requirement of final drawing approval, inspection schedule and dispatch of goods to Site in line with the delivery period agreed in the purchase order from PEM.
- 20.0 Any other special requirements of BHEL / Customer contract
- Material should be dispatched only after obtaining NTECL (NTPC) Material Dispatch Clearance certificate (MDCC) from BHEL-PEM. In case MDCC is not obtained before dispatch, then supplier's payment will not be released for that material.



(DEVINDER SINGH)  
AGM – COMMERCIAL  
BHEL – PEM, NOIDA.

**DEVINDER SINGH**  
Addl. G.M. (PSG. Commercial)  
Bharat Heavy Electricals Limited  
Power Sector - Project Engineering Management  
PPEI Building, HRD & ESI Complex  
Plot No. 25, Sector - 16A,  
NOIDA - 201 301 (U.P.)

**PEM / COMMERCIAL, BHEL, NOIDA**  
**SPECIAL CONDITIONS OF CONTRACT (REV. 0)**

**1x345.6 MW CCPP, NAGOTHANE**

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   | Reliance Industries Ltd.,<br>1 X 345.6 MW CCPP, NAGOTHANE,<br>Distt. Raigarh ( Maharashtra )  |
| 2.0 | Consignee Address  | Reliance Industries Ltd.,<br>1 X 345.6 MW CCPP, NAGOTHANE,<br>Distt. Raigarh ( Maharashtra )  |
| 3.0 | BHEL Site Office Address                                       | The Construction Manager,<br>BHEL site office<br>1 X 345.6 MW CCPP, NAGOTHANE,<br>Distt. Raigarh ( Maharashtra )  |
| 4.0 | Mode of Dispatch   | By Road on Door Delivery and freight Pre-Paid Basis   |
| 5.0 | Road Permit Required   | Yes   |
| 6.0 | 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:<br>a. BHEL Site office<br>b. Insurance co. |
| 7.0 | Transit Insurance  | Following shall be required to be intimated to Underwriter :<br>(1) POLICY No.<br>(2) CONSIGNMENT DETAILS<br>(3) VALUE IN INR.<br>(4) FROM WHERE TO WHERE<br>(5) DATE OF DESPATCH<br>(6) CONSIGNEE NAME   |
|     | Policy No.   | LATER   |
|     | Underwriters   | LATER   |
| 8.0 | Customer CST & VAT Nos.  | CST TIN No.: LATER<br>VAT TIN No. : LATER   |
| 9.0 | Unloading at site  | -By BHEL site office for supply packages.<br>-By vendor for Turnkey i.e. supply and Erection & Commissioning packages.  |

- 10.0 Storage at site -By BHEL site for supply packages  
-By vendor for Turnkey i.e. supply and Erection & Commissioning packages.
- 11.0 Movement of Material within Site -By BHEL site for supply packages  
-By vendor for Turnkey i.e. supply and Erection & Commissioning packages
- 12.0 DOCUMENT REQUIRED FOR ULTIMATE CUSTOMER BILLING. For customer billing by PEM the supplier shall provide the following Documents to MM: -
- a. **Supplier Invoice – 1 Copy**
  - b. **Consignee copy LR.** (CONSIGNOR / LORRY COPY NOT REQD) – **8 Copies**
  - c. **Packing List** indicating Quantity/ Gross weight/ Net weight against each item dispatched. – **8 Copies**
  - d. **Customer MDCC – 8 Copies**
  - e. Any other doc. If required, shall be intimated later
- 13.0 Material Receipt Certificate (MRC). Responsibility to obtain MRC from Site for Turnkey i.e. supply and E&C packages shall be of the Turnkey Supplier/ Contractor. Only for Supply Packages BHEL/PEM will arrange MRC, however supplier/ contractor shall provide support for verification of material at site if required.
- 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. 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.
- 16.0 Mandatory Spares (IF APPLICABLE) 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 Ultimate Customer Contract & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer M/s RIL. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. Reference, Catalogue reference etc.

- 17.A Taxes & Duties & Nature of Project for availing Concessional Custom Duty.(FOR DOMESTIC BIDDER)
- All Bidders to note that this is a Non Mega, Domestic Project and no Concessional Custom Duty for imported supplies are available. Thus bidder to quote their prices with custom duty as applicable. Also excise duty & applicable sales tax / VAT shall be included by vendor in their prices. The impact of full custom duty, excise duty & applicable sales tax/VAT shall be considered for evaluation of bids.
- 17.B 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.
- 18.A Inspection Agency (Domestic supplies)
- BHEL / Customer  
Vendor shall give inspection call in line with approved QP to Regional "BHEL-CQS WEB SITE" with a copy of inspection call to BHEL-PEM (MM) for arranging Customer/RIL participation (Where ever applicable) with an advance notice of 15 days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by RIL based on the BHEL-CQS report OR Joint inspection report of BHEL CQS & Customer (Wherever applicable). The MDCC in original shall be attached by vendors for their payment from BHEL.
- 18.B Inspection Agency (Imported 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 than sent to RIL for their clearance. The dispatch clearance (MDCC) by Customer shall be given to the Foreign supplier OR their representative in India after acceptance of above test cerificates by Ultimate Customer.
- 19.0 Construction Power and Water to Turnkey Suppliers.
- Construction Power:** BHEL shall provide construction power on chargeable basis.  
**Construction Water:** construction water tapping by vendor from RIL(customer) water supply line shall be permitted Free of charges on request
- 20.0 Final Drawings / Documents Submission
- Final Drawing / Documents to be submitted shall be as per Technical specifications otherwise will be intimated during kickoff meeting.

**PEM / COMMERCIAL, BHEL, NOIDA**  
**SPECIAL CONDITIONS OF CONTRACT (REV. 0)**

**2x250 MW SIKKA Extn. UNIT # 3&4**

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 Sikka Thermal Power Station, Extn. 3 & 4,  
2 X 250 MW,  
Sikka – 361 141  
Distt. Jamnagar ( Gujrat)
- 2.0 Consignee Address The Chief Engineer (Generation ),  
Gujrat State Electricity Corp. Ltd.  
Sikka Thermal Power Station Extn. 3 & 4  
Sikka – 361 141  
Distt. Jamnagar ( Gujrat)
- 3.0 BHEL Site Office Address The Construction Manager,  
BHEL site office  
Sikka Thermal Power Station Extn. 3 & 4  
Sikka – 361 141  
Distt. Jamnagar ( Gujrat)
- 4.0 Mode of Dispatch By Road on Door Delivery and freight Pre-Paid Basis
- 5.0 Road Permit Required Yes
- 6.0 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. Insurance co.
- 7.0 Transit Insurance Following shall be required to be intimated to Underwriter :  
(1) POLICY No.  
(2) CONSIGNMENT DETAILS  
(3) VALUE IN INR.  
(4) FROM WHERE TO WHERE  
(5) DATE OF DESPATCH  
(6) CONSIGNEE NAME  
Policy No. LATER  
Underwriters LATER
- 8.0 Customer CST & VAT Nos. CST TIN No.: 24690201429  
VAT TIN No. : 24190201429

SIKKA UNIT 3&4



- 9.0 Unloading at site -By BHEL site office for supply packages.  
-By vendor for Turnkey i.e. supply and Erection & Commissioning packages.
- 10.0 Storage at site -By BHEL site for supply packages  
-By vendor for Turnkey i.e. supply and Erection & Commissioning packages.
- 11.0 Movement of Material within Site -By BHEL site for supply packages  
-By vendor for Turnkey i.e. supply and Erection & Commissioning packages
- 12.0 DOCUMENT REQUIRED FOR ULTIMATE CUSTOMER BILLING. For customer billing by PEM the supplier shall provide the following Documents to MM: -
- a. **Supplier Invoice – 1 Copy**
  - b. **Consignee copy LR. (CONSIGNOR / LORRY COPY NOT REQD) – 8 Copies**
  - c. **Packing List** indicating Quantity/ Gross weight/ Net weight against each item dispatched. – **8 Copies**
  - d. **GSECL/Customer MDCC – 8 Copies**
  - e. Any other doc. If required, shall be intimated later
- 13.0 Material Receipt Certificate (MRC). Responsibility to obtain MRC from Site for Turnkey i.e. supply and E&C packages shall be of the Turnkey Supplier/ Contractor. Only for Supply Packages BHEL/PEM will arrange MRC, however supplier/ contractor shall provide support for verification of material at site if required.
- 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. 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.
- 16.0 Mandatory Spares (IF APPLICABLE) 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 Ultimate Customer Contract & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer M/s GIPCL. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. Reference, Catalogue reference etc.



17.A Taxes & Duties &  
Nature of Project for  
availing Concessional  
Custom Duty.(FOR  
DOMESTIC BIDDER)

All Bidders to note that this is a Non Mega (Negotiated) Project and Essentiality Certificate issued by GSECL through BHEL for the items identified by PEM (MM) at Enquiry stage (Limited to CIF content indicated by you in P.O.) for availing Concessional Custom Duty for imported contents under Project Import regulations. The Bidder to get confirmation from PEM (MM) at Enquiry stage if CIF is available for their supply items/ system/ Package. If CIF is confirmed by PEM-MM as not available at Enquiry stage than bidder to quote their prices as DOMESTIC. 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 M/s GSECL 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.

Vendor shall be solely responsible for arranging the foreign exchange release for any material, component & bought out items that may be required to be imported and no foreign exchange will be paid or arranged by BHEL. Any increase or decrease in exchange rate shall be borne by Vendor/supplier.

Therefore, it is the sole responsibility of the bidder to obtain custom duty benefit in line with the Essentiality Certificate issued.

**IT IS FURTHER CLARIFIED THAT EXCISE DUTY DRAWBACK IS NOT APPLICABLE FOR THIS PROJECT. THE SUPPLIER TO QUOTE APPLICABLE EXCISE DUTY & CORRESPONDING SALES TAX TO PAY IN THE PRICE BID AND THE SAME WILL BE REIMBURSED BY BHEL-PEM AS PER THE AMOUNT INDICATED IN THE P.O.**

17.B 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 Bidder & to be accounted in the prices quoted to BHEL/PEM.

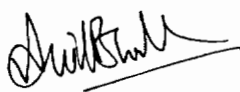

The taxes duties applicable in India shall be borne by BHEL/PEM as port clearance/handling in India shall be done by BHEL-PEM/ BHEL ROD Mumbai for the direct order placed by PEM to the foreign bidder.



- 18.A Inspection Agency (Domestic supplies) BHEL / Customer  
Vendor shall give inspection call in line with approved QP to Regional "BHEL-CQS WEB SITE" with a copy of inspection call to BHEL-PEM (MM) for arranging Customer/GSECL participation (Where ever applicable) with an advance notice of 15 – 20 days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by GSECL based on the BHEL-CQS report OR Joint inspection report of BHEL CQS & Customer (Wherever applicable). The MDCC in original shall be attached by vendors for their payment from BHEL.
- 18.B Inspection Agency (Imported 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 than sent to Customer for Customer clearance.  
The dispatch clearance (MDCC) by Customer shall be given to the Foreign supplier OR their representative in India after acceptance of above test cerificates by Ultimate Customer.
- 19.0 Construction Power and Water to Turnkey Suppliers. **Construction Power:** BHEL shall provide construction power on chargeable basis.  
**Construction Water:** construction water tapping by vendor from existing Intake Canal Or from existing water supply line shall be permitted Free of charges on request
- 20.0 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

REVIEW BY

Name	:	Anil Bhalla	Devinder Singh
Designation	:	DGM	DH/ Comml.
Signature	:		
Date	:		

**PEM / PSG-COMMERCIAL, BHEL, PPEI, NOIDA**

**SPECIAL CONDITIONS OF CONTRACT (REV00)**

**3 x 500MW APCPL, ARAVALI STPP – JHAJJAR (HARYANA)**

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 :-** **3 x 500MW APCPL, ARAVALI STPP – JHAJJAR (HARYANA)**
- 2.0 **Consignee Address :-** **A. FOR MAIN EQUIPMENT:-**  
**AGM (PROJECTS),**  
**ARAVALI POWER COMPANY PRIVATE LIMITED (APCPL)**  
**INDIRA GANDHI SUPER THERMAL POWER PROJECT**  
**P.O. JHARLI, DISTT. JHAJJAR, HARYANA-124125**  
**B. FOR MANDATORY SPARES:-**  
**AGM (PROJECTS),**  
**ARAVALI POWER COMPANY PRIVATE LIMITED (APCPL)**  
**INDIRA GANDHI SUPER THERMAL POWER PROJECT**  
**P.O. JHARLI, DISTT. JHAJJAR, HARYANA-124125**
- 3.0 **BHEL Site Office Address :-** **CONSTRUCTION MANAGER**  
**BHEL, Site**  
**ARAVALI POWER COMPANY PRIVATE LIMITED (APCPL)**  
**INDIRA GANDHI SUPER THERMAL POWER PROJECT**  
**P.O. JHARLI, DISTT. JHAJJAR, HARYANA-124125**
- 4.0 **Mode of Dispatch:-** By Road on Door Delivery and freight Pre-Paid Basis
- 5.0 **Road Permit Required:-** YES – Haryana State Road Permit.
- 6.0 **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 (MM)
- 7.0 **Transit Insurance** By BHEL (Vendor to intimate the underwriters quoting the insurance Policy No. As below) :-
- Policy No.** Will be provided later.



14.0 **Despatch Markings:-**

Each box/ Drum shall be marked with Capital Letters in Red indicating : **Main Supply OR Commissioning spare 3 x 500 MW APCPL, ARAVALI STPP STAGE-III, JHAJJAR .**

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) Packing No.: (1/10, 2/10, 3/10 when there are 10 packages for one consignment)
- 7) **Ultimate Destination: 3 x 500 MW APCPL, ARAVALI STPP STAGE-III, JHAJJAR , HARYANA-124125**
- 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 (MM) within 30 days of despatch for handing over to Customer/ BHEL site.**

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 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.



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 NTPC 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 APCPL stores** other wise transportation charges debit from BHEL store to APCPL stores in Vendors account.


The Supplier to note that separate APCPL/NTPC MDCC shall be obtained for Mandatory spares from APCPL/NTPC- IS/ QA.

17.0 **Taxes & Duties:-**

All Bidders to note that this is a Mega ICB (International Competitive Bidding) Project and Project Authority Certificate will be issued by APCPL (customer). Under this Project Authority certificate **Zero % Custom Duty** shall be applicable on the Imported Contents of the supplier.

APCPL 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 (APCPL). 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 3 % is to be considered in their prices and same concessional sales tax shall be taken for evaluation purpose to arrive at the L1 bidder for the respective Project.



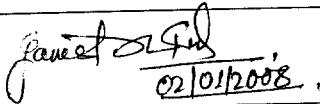
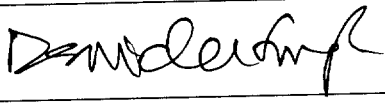
18.0 Inspection Agency:-

**BHEL & APCPL**

Vendor shall give inspection call on APCPL/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 APCPL in the main Contract** ) 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 APCPL/NTPC based on Joint inspection report of BHEL CQS & Customer (Wherever applicable). **The MDCC issued by APCPL/NTPC in original shall be attached by bidders for their payment from BHEL.**

19.0 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
<b>Name:</b>	G. C. Thakur	Devinder Singh
<b>Designation:</b>	Sr. Engineer / PSG / Commercial	AGM / PSG / Commercial
<b>Signature:</b>	 02/01/2008	
<b>Date:</b>	02 <sup>nd</sup> January 2008	02 <sup>nd</sup> January 2008

**PEM / COMMERCIAL, BHEL, NOIDA**  
**SPECIAL CONDITIONS OF CONTRACT (REV. 0)**

**2x350 MW CCPP PIPAVAV**

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   | 2 x 350 MW CCPP, PIPAVAV<br>Village Kovaya, near Pipavav, Taluka Rajula,<br>Distt. Amreli ( Gujrat)   |
| 2.0 | Consignee Address  | The Chief Engineer,<br>GSPC Pipavav power Co. Ltd.,<br>2 x 350 MW CCPP, PIPAVAV<br>Village Kovaya, Taluka Rajula,<br>Distt. Amreli ( Gujrat)  |
| 3.0 | BHEL Site Office Address                                       | The Construction Manager,<br>BHEL site office<br>2 x 350 MW CCPP, PIPAVAV<br>Village Kovaya, Taluka Rajula,<br>Distt. Amreli ( Gujrat)  |
| 4.0 | Mode of Dispatch   | By Road on Door Delivery and freight Pre-Paid Basis   |
| 5.0 | Road Permit Required   | Yes   |
| 6.0 | 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:<br>a. BHEL Site office<br>b. Insurance co.                       |
| 7.0 | Transit Insurance  | Following shall be required to be intimated to Underwriter :<br>(1) POLICY No.<br>(2) CONSIGNMENT DETAILS<br>(3) VALUE IN INR.<br>(4) FROM WHERE TO WHERE<br>(5) DATE OF DESPATCH<br>(6) CONSIGNEE NAME<br><br>Policy No.                      LATER<br>Underwriters                    LATER |
| 8.0 | Customer CST & VAT Nos.  | CST TIN No.: LATER<br>VAT TIN No. : LATER   |
| 9.0 | Unloading at site  | -By BHEL site office for supply packages.<br>-By vendor for Turnkey i.e. supply and Erection & Commissioning packages.  |

- 10.0 Storage at site -By BHEL site for supply packages  
-By vendor for Turnkey i.e. supply and Erection & Commissioning packages.
- 11.0 Movement of Material within Site -By BHEL site for supply packages  
-By vendor for Turnkey i.e. supply and Erection & Commissioning packages
- 12.0 DOCUMENT REQUIRED FOR ULTIMATE CUSTOMER BILLING. For customer billing by PEM the supplier shall provide the following Documents to MM: -
- a. **Supplier Invoice – 1 Copy**
  - b. **Consignee copy LR.** (CONSIGNOR / LORRY COPY NOT REQD) – **8 Copies**
  - c. **Packing List** indicating Quantity/ Gross weight/ Net weight against each item dispatched. – **8 Copies**
  - d. **GPPC/Customer MDCC – 8 Copies**
  - e. Any other doc. If required, shall be intimated later
- 13.0 Material Receipt Certificate (MRC). Responsibility to obtain MRC from Site for Turnkey i.e. supply and E&C packages shall be of the Turnkey Supplier/ Contractor. Only for Supply Packages BHEL/PEM will arrange MRC, however supplier/ contractor shall provide support for verification of material at site if required.
- 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. 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.
- 16.0 Mandatory Spares (IF APPLICABLE) 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 Ultimate Customer Contract & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer M/s GPPC. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. Reference, Catalogue reference etc.


- 17.A Taxes & Duties & Nature of Project for availing Concessional Custom Duty.(FOR DOMESTIC BIDDER) All Bidders to note that this is a Non Mega, Domestic Project and no Concessional Custom Duty for imported supplies are available. Thus bidder to quote their prices with custom duty as applicable. Also excise duty & applicable sales tax / VAT shall be included by vendor in their prices. The impact of full custom duty, excise duty & applicable sales tax/VAT shall be considered for evaluation of bids.
- 17.B 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.
- 18.A Inspection Agency (Domestic supplies) BHEL / Customer Vendor shall give inspection call in line with approved QP to Regional "BHEL-CQS WEB SITE" with a copy of inspection call to BHEL-PEM (MM) for arranging Customer/GPPC participation (Where ever applicable) with an advance notice of 15 days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by GPPC based on the BHEL-CQS report OR Joint inspection report of BHEL CQS & GPPC (Wherever applicable). The MDCC in original shall be attached by vendors for their payment from BHEL.
- 18.B Inspection Agency (Imported 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 than sent to GPPC 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.
- 19.0 Construction Power and Water to Turnkey Suppliers. **Construction Power:** BHEL shall provide construction power on chargeable basis. **Construction Water:** construction water tapping by vendor from GPPC(customer) water supply line shall be permitted Free of charges on request
- 20.0 Final Drawings / Documents Submission Final Drawing / Documents to be submitted shall be as per Technical specifications otherwise will be intimated during kickoff meeting.

**PEM / COMMERCIAL, BHEL, NOIDA  
SPECIAL CONDITIONS OF CONTRACT (REV. 0)**

**1x490 MW UKAI THERMAL POWER STATION**

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   | 1x490 MW Ukai Thermal Power Station,<br>Unit no.6<br>Dist. Tapi<br>UKAI (Gujrat)  |
| 2.0 | Consignee Address  | The Chief Engineer (Generation ),<br>Gujrat State Electricity Corp. Ltd.<br>1x490 MW Ukai Thermal Power Station,<br>Unit no.6, Dist. Tapi<br>UKAI (Gujrat)  |
| 3.0 | BHEL Site Office Address                                       | The Construction Manager,<br>BHEL site office<br>1x490 MW Ukai Thermal Power Station,<br>Unit no.6, Dist. Tapi<br>UKAI (Gujrat)   |
| 4.0 | Mode of Dispatch   | By Road on Door Delivery and freight Pre-Paid Basis   |
| 5.0 | Road Permit Required   | Yes   |
| 6.0 | 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:<br>a. BHEL Site office<br>b. Insurance co.                       |
| 7.0 | Transit Insurance  | Following shall be required to be intimated to Underwriter :<br>(1) POLICY No.<br>(2) CONSIGNMENT DETAILS<br>(3) VALUE IN INR.<br>(4) FROM WHERE TO WHERE<br>(5) DATE OF DESPATCH<br>(6) CONSIGNEE NAME<br><br>Policy No.                      LATER<br>Underwriters                    LATER |
| 8.0 | Customer CST & VAT Nos.  | CST TIN No.: 24690201429<br>VAT TIN No. : 24190201429   |
| 9.0 | Unloading at site  | -By BHEL site office for supply packages.<br>-By vendor for Turnkey i.e. supply and Erection & Commissioning packages.  |

  
24/2/08

- 10.0 Storage at site -By BHEL site for supply packages  
-By vendor for Turnkey i.e. supply and Erection & Commissioning packages.
- 11.0 Movement of Material within Site -By BHEL site for supply packages  
-By vendor for Turnkey i.e. supply and Erection & Commissioning packages
- 12.0 DOCUMENT REQUIRED FOR ULTIMATE CUSTOMER BILLING. For customer billing by PEM the supplier shall provide the following Documents to MM: -
- a. **Supplier Invoice – 1 Copy**
  - b. **Consignee copy LR. (CONSIGNOR / LORRY COPY NOT REQD) – 8 Copies**
  - c. **Packing List** indicating Quantity/ Gross weight/ Net weight against each item dispatched. – **8 Copies**
  - d. **GSECL/Customer MDCC – 8 Copies**
  - e. Any other doc. If required, shall be intimated later
- 13.0 Material Receipt Certificate (MRC). Responsibility to obtain MRC from Site for Turnkey i.e. supply and E&C packages shall be of the Turnkey Supplier/ Contractor. Only for Supply Packages BHEL/PEM will arrange MRC, however supplier/ contractor shall provide support for verification of material at site if required.
- 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. 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.
- 16.0 Mandatory Spares (IF APPLICABLE) 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 Ultimate Customer Contract & Number per item (to match the description given in the packing slip) to facilitate their proper identification by ultimate customer M/s GIPCL. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. Reference, Catalogue reference etc.

  
24/12/08

17.A Taxes & Duties &  
Nature of Project for  
availing Concessional  
Custom Duty.(FOR  
DOMESTIC BIDDER)

All Bidders to note that this is a Non Mega (Negotiated) Project and Essentiality Certificate issued by GSECL through BHEL for the items identified by PEM (MM) at Enquiry stage (Limited to CIF content indicated by you in P.O.) for availing Concessional Custom Duty for imported contents under Project Import regulations. The Bidder to get confirmation from PEM (MM) at Enquiry stage if CIF is available for their supply items/ system/ Package. If CIF is confirmed by PEM-MM as not available at Enquiry stage then bidder to quote their prices as DOMESTIC. 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 M/s GSECL 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.

Vendor shall be solely responsible for arranging the foreign exchange release for any material, component & bought out items that may be required to be imported and no foreign exchange will be paid or arranged by BHEL. Any increase or decrease in exchange rate shall be borne by Vendor/supplier.

Therefore, it is the sole responsibility of the bidder to obtain custom duty benefit in line with the Essentiality Certificate issued.

**Under Project Import, concessional Custom duty is at the rate 5.44% is applicable for import of raw materials and equipments requiring value addition and 22.82% for directly despatchable imported bought out items.**

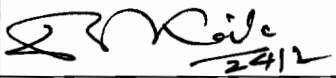
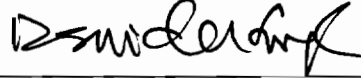
17.B Taxes & Duties  
(For Order Directly to  
Foreign Bidders)

**IT IS FURTHER CLARIFIED THAT EXCISE DUTY DRAWBACK IS NOT APPLICABLE FOR THIS PROJECT. THE SUPPLIER TO QUOTE APPLICABLE EXCISE DUTY & CORROSPONDING SALES TAX TO PAY IN THE PRICE BID AND THE SAME WILL BE REIMBURSED BY BHEL-PEM AS PER THE AMOUNT INDICATED IN THE P.O.**

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 Bidder & to be accounted in the prices quoted to BHEL/PEM.

The taxes duties applicable in India shall be borne by BHEL/PEM 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.

- 18.A Inspection Agency (Domestic supplies) BHEL / Customer  
Vendor shall give inspection call in line with approved QP to Regional "BHEL-CQS WEB SITE" with a copy of inspection call to BHEL-PEM (MM) for arranging Customer/GSECL participation (Where ever applicable) with an advance notice of 15 – 20 days for participation in inspection/ Joint inspection on the proposed date. The MDCC shall be issued by GSECL based on the BHEL-CQS report OR Joint inspection report of BHEL CQS & Customer (Wherever applicable). The MDCC in original shall be attached by vendors for their payment from BHEL.
- 18.B Inspection Agency (Imported 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 than sent to Customer for Customer clearance.  
The dispatch clearance (MDCC) by Customer shall be given to the Foreign supplier OR their representative in India after acceptance of above test certificates by Ultimate Customer.
- 19.0 Construction Power and Water to Turnkey Suppliers.  
**Construction Power:** BHEL shall provide construction power on chargeable basis.  
**Construction Water:** construction water tapping by vendor from existing Intake Canal Or from existing water supply line shall be permitted Free of charges on request
- 20.0 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	REVIEW BY
Name	D. K. Kate	Devinder Singh
Designation	Manager	AGM/ Comml.
Signature		
Date	24.02.08	24.02.08