



SPECIAL CONDITIONS OF CONTRACT (REV.-00)

1 X 800 MW WANAKBORI SUPERCRITICAL THERMAL POWER PROJECT Unit-8

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 (GCC).

- 1.0 **Project Name** 1 X 800 MW WANAKBORI SUPERCRITICAL THERMAL POWER PROJECT UNIT-8
- 2.0 **Consignee Address** To be informed later
- 3.0 **BHEL Site Office Address** CONSTRUCTION MANAGER
BHARAT HEAVY ELECTRICALS LIMITED SITE OFFICE
1X800 MW WANAKBORI THERMAL POWER STATION, Unit-8
TALUKA : GALTESHWAR
Dist. Kheda – 388 239
- 4.0 **Customer Address** The Chief Engineer (C & O)
1X800 MW WANAKBORI THERMAL POWER STATION Unit -8
TALUKA : GALTESHWAR
Dist. Kheda – 388 239, Gujarat
- 5.0 **Project Consultant** DEVELOPMENT CONSULTANT PVT LTD , KOLKATA
- 6.0 **Mode of Dispatch & Project Location Details** **By Rail/Road on Door Delivery and freight Pre-Paid Basis.**
The site is approachable by National Highway NH-08. The nearest railway station is Sevalia, 8 Km away. The railway track is broad gauge.
- 7.0 **Clearance for Dispatch of materials** **MDCC will be issued by BHEL.**
For CAT I & CAT II Items customer (Gujarat State Electricity Corporation Limited) MDCC is also applicable.
- 8.0 **Road Permit Required** Yes
- 9.0 **Prior dispatch intimation to BHEL site Office and Underwriters** **Yes.**
One set consisting of dispatch documents indicating the items dispatched (with the gross weight) and after informing the underwriter about the value of consignment to be sent to following:
a) BHEL Site Office
b) PG1-1,BHEL- PEM, PPEI - Noida(U.P)
c) Insurance Co.



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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.

- 10.0 **Transit Insurance** By BHEL (Vendor to intimate the underwriter quoting the Policy No. As below)
- 11.0 **Insurance details Policy No. Intimation to Underwriters** To be provided later
- 12.0 (a) **BHEL PEM TIN No.** 09765702874
- (b) **Customer TIN No.** Will be informed later
- 13.0 **Recommended Spares** It is mandatory for the bidders to submit the list of recommended spares along with the offer wherever recommended spares are applicable.
- 14.0 **Paying Authority**
 For packages where PEM will issue the Purchase Order: BHEL PEM will be the paying authority.
 For packages where PEM will issue only the LOI and Purchase Order shall be issued by PSWR: BHEL PSWR will be the paying Authority.
- 15.0 (a) **Documents Required (For Supply payment) DIRECT PAYMENT (Original + 6 copies)**
1. Invoice
 2. LR
 3. Packing List – Clearly showing number of packages, gross weight net weight.
 4. BHEL MDCC & GSECL MDCC(only for CAT I & CAT II packages/Items)
 5. Guarantee Certificate as per GCC.
 6. Insurance Intimation Letter (Copy only).
 7. Copy of Inspection Report / test certificates as applicable
 8. PVC Calculation and copy of all applicable indices, if PVC is applicable.
 9. Copy of filled Delivery Order.
- (b) **For MRC PAYMENT DIRECT PAYMENT (Original + 1 copy)**
- a. Invoice.
 - b. Copy of MRC
 - c. Proof of submission of final documents / O&M Manuals in requisite number of soft & Hard copies
 - d. Exchange of E1/E2 form.
- (c) **(For FREIGHT PAYMENT) DIRECT PAYMENT (Original + 1 copy)**
- a. Invoice– Original + 1 copy.
 - b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy)
 - c. Transporter's document indicating the freight amount.



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NOTE:-

1. Customer or his representative will be involved for inspection for CHP (Customer Hold Point) items as per Quality Plan. For Non- CHP items as per QP, Inspection to be witnessed by BHEL inspecting agency/ COC (Certificate of Conformance) as applicable.
2. MDCC will be issued by BHEL in line with approved BBU. For CAT I & CAT II packages customer MDCC is also applicable.
3. The supplier during inspection of materials of Main supplies & Mandatory Spares by **BHEL- PEM/BHEL appointed TPIA/ GSECL/ GSECL- Inspection agency** shall obtain separate **MDCC for items of Main Supplies & MDCC for Mandatory Spares** in line with the approved Billing Break Up.
4. It is deemed that complete set of dispatch documents along with necessary TCs will be submitted to BHEL within maximum 7 days after LR date, to ensure timely processing of same and realization of amount at vendor's end.

16.0 **Unloading at site**

By BHEL site office for supply packages

By Vendor for turnkey packages. (Scope consists of supply and Erection & Commissioning).

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 shall be entertained.

17.0 **Storage at site**

By BHEL site office for supply packages

By Vendor for turnkey packages. (Scope consists of supply and Erection & Commissioning).

18.0 **Movement of Material within Site**

- a) By BHEL site for Supply Packages
- b) By vendor for Turnkey Packages (Total Scope including Supply, Erection & Commissioning)

No movement of loose materials shall be allowed. Items are to be properly packed to ensure proper and safe transportation & storage at site.

19.0 **Taxes and duties**

i) Concessional Basic custom duty @ 5% (Project under PI Route), CVD & SAD (as per prevailing rates) shall be applicable for **packages for which CIF content is available as per NIT** and customer shall arrange Essentiality Certificate for availing concessional custom duty benefits. Statutory variation in the rate of imports under project import benefits along with corresponding implications of taxes & duties thereon on the total CIF value shall be entertained within scheduled delivery time frame of the purchase order.

ii) Excise Duty - Vendor to quote Excise Duty at applicable rate & amount on self manufactured items & same shall be considered for evaluation. Excise duty is payable on self-manufactured items only.



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Entry Tax (if applicable) will be reimbursed against submission of documentary evidence. However it will not be considered for evaluation.

Central Sales Tax/ VAT – Vendor to quote Central Sales Tax/ VAT at applicable rate & amount and same shall be considered for evaluation.

Necessary Forms for claiming concessional CST viz. Form C shall be provided by BHEL against submission of E-I/E-II form.

VAT on intra-state dispatch shall be paid subject to conditions specified in Annexure-I.

iv) Service Tax – Vendor to quote Service Tax at applicable rate & amount and the evaluation criteria for the same shall be as follows:

- **For Turnkey Package (E&C in vendor's scope):** Service Tax on E&C shall not be considered for evaluation.
- **For Supply (in PEM scope) packages:** Service Tax on all jobs shall be considered for evaluation.

Following information shall be provided by vendor in the Service Tax Invoice:-

- a) Vendor Service Tax Registration No.
- b) Nature of Service and its code
- c) Name and address of Service provider (Vendor)
- d) Name and address of Service receiver

20.0 **Type of Project**

Project Import Route {Non-Mega}

21.0 **Dispatch markings**

Each box shall be marked with Capital Letters in "Red" indicating the **PEM SUPPLY (Main Supply/ Commissioning Spares/ Mandatory Spares) for 1 X 800 MW WANAKBORI THERMAL POWER PROJECT**

NOTE: Main supply item and items for commissioning spares must be packed separately.

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 number, 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: -



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- Two copies of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also
- The Packing list details for the consignment must be put inside the Box/Boxes.

Items like pumps, Valves, Hoists, Cranes, etc shall essentially have O&M Manuals and E&C guidelines duly enclosed in the packing box. Certificate to such effect shall also be reflected in packing slip.

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

Mandatory Spares

The Mandatory spares shall be properly packed separately in separate box 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 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 GSECL. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc.

Note:- MDCC for mandatory Spares shall be issued only after receipt of detailed list of mandatory spares & photographs before final packing clearly showing mandatory spares with due tagging as per packing list (to be sent over mail/CD). Separate dispatch clearance will be issued for the mandatory spares in line with availability of customer's stores at site.

22.0 Delivery Order document submission (For Indigenous Supplies)

To effect sale in transit, bidder shall have to obtain Delivery Order document duly signed by purchaser at the time of issue of MDCC. The filled in delivery order document shall form part of LR issued and shall be carried by the transporter to the destination along with consignment.

	PREPARED BY	CHECKED BY	REVIEWED BY	Vetted By	APPROVED BY
NAME	RAHUL BHATNAGAR	GAURAV JAIN	M Prasad	Checked w.r.t. stamp & duties only.	PRADIP GUPTA
DESIGNATION	ENGINEER/ PG-I-1	Dy. Manager/ PG-I-1	Sr. DGM/ PG-I-1	Finance	ADDITIONAL GENERAL MANAGER (DH)/ PG-I-1
SIGNATURE					
DATE	6/4/15	06/04/15	06/04/2015	07/04/15	07/04/15



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ANNEXURE - I

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

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

BHARAT HEAVY ELECTRICALS LIMITED

POWER SECTOR WESTERN REGION

SERVICE AFTER SALES

568/1 PARPIA COMPOUND

RC DUTT ROAD, VADODARA- 390007

VAT TIN NO. 24190101571

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 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/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.
- 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.