

PEM / PG-II-1, BHEL, PPEI, NOIDA

SPECIAL CONDITIONS OF CONTRACT (SCC) Rev-0

2X660MW OPGCL/IB TPS, BANHARPALLI, UNIT # 3 & 4 (Job No. 391)

ODISHA POWER GENERATION CORPORATION LTD. (OPGCL)

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

SI No.	Title	Description
1.	Project Name	2X660MW OPGCL/IB TPS, BANHARPALLI, UNIT # 3 & 4
2.	Nature of project & Type of Bidding	Non-Mega & ICB (International Competitive Bidding)
3.	Customer Order Ref No	Limited notice to proceed (LNTP) dtd. 27.07.2013 & Notice to proceed (NTP) dtd. 26.03.2014
4.	Zero Date	LNTP zero date: 27.07.2013 & NTP zero date: 26.03.2014
5.	Consignee Address	CONSTRUCTION MANAGER, BHARAT HEAVY ELECTRICALS LIMITED, IB THERMAL POWER PROJECT, UNIT 3 & 4, VILLAGE-BANAHARPALLI, DIST.-JHARSUGUDA STATE- ODISHA, INDIA. PIN CODE-768234.
6.	Customer Consultants	DCPL, Kolkata
7.	Customer (OPGCL) CST Regn No./Tin No./VAT No.	a. CST Regn no. 21771700082 (Central) b. Tin No. 21771700082 c. VAT No. 21771700082
8.	Nearest Railway station	Belpahar Railway Station
9.	Mode of Dispatch	Air, Road, Rail & Sea Transportation
10.	Road Permit Required	Online Road Permit is applicable for this project. Prescribed format (to be provided at execution stage) duly filled up by vendor to be submitted to BHEL-PEM for issuance of road permit.
11.	BHEL Site Office Address:	CONSTRUCTION MANAGER, BHARAT HEAVY ELECTRICALS LIMITED, IB THERMAL POWER PROJECT, UNIT 3 & 4, VILLAGE-BANAHARPALLI, DIST.-JHARSUGUDA STATE- ODISHA, INDIA. PIN CODE-768234.
12.	BHEL CST Details	CST : ND 5341151 DATED 01/07/2006 UPTT : ND 0345307 DATED 01/07/2006 UPTIN: 09765702874
13.	Transit Insurance	By BHEL; Vendors to intimate the underwriters quoting the insurance Policy No. as per SI no. 14
14.	Policy No. Underwriters	Shall be informed later
15.	Ultimate Consignee	Odisha Power Generation Corporation Limited, Zone-A, 7 th Floor, Fortune Towers, Chandrasekharapur, Bhubaneswar-751023, Odisha, India
16.	Dispatch intimation	Yes, Not less than (30) days prior to shipment date of consignment and dispatch details to be sent to: a) BHEL Site office (As mentioned in SI no.11) b) BHEL, PEM, PPEI-Noida c) Underwriter Within 7 days after dispatch vendors must furnish docs required as below (Soft Copy/Fax) i. Vendor's invoice, ii. LR / RR, iii. Packing List/ Challan indicating the items dispatched (with their weights) iv. Insurance intimation and letter informing the underwriters about the v. BHEL /OPGCL-MDCC as applicable vi. Photograph of packings/ boxes showing dispatch marking as per SI No. 19

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17.	Document required for Vendor's payment.	<p>For vendor payment following documents shall be provided to BHEL:-</p> <p>For Claiming Dispatch Payments</p> <ol style="list-style-type: none"> Invoice – original+5 copies Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes – original/ copy- 6 Copies Delivery order- 6 copies Packing List - clearly showing number of packages, gross weight and net weight. - original+5 copies MDCC from BHEL/ Customer – as applicable – 6 copies Guarantee Certificate – Original + 1 copy Insurance Intimation - 2 copies CQIR / Inspection Reports – Original/ copy-2 copies PVC Calculation and copy of all applicable indices, if PVC applicable. – 2 copies Duty drawback documents (original excise invoice, original disclaimer certificate, original certificate from excise authority for payment of excise duty), if applicable. – original + 1copy <p>For Claiming Freight Payment</p> <ol style="list-style-type: none"> Invoice – Original + 1 copy Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy- 2 copies Transporter's document indicating the freight amount. Original money receipt to be submitted- 2 copies <p>For Claiming MRC Payment</p> <ol style="list-style-type: none"> Invoice – Original + 1 copy Copy of MRC- 2 copies <p>For Claiming Payment for Taxes & Duties</p> <ol style="list-style-type: none"> Invoice as per rule 4A of Service Tax Act – Original + 1 copy Copy of Service Tax registration certificate Copy of challan for Service Tax payment Original excise invoice for ED/CST payment <p>Note: Description of items in packing list shall be as per PO items or suitable correlation between PO & packing list must be furnished.</p> <p>Soft copy of above shall be submitted by vendor as advance copy.</p>
18.	Paying Authority	Concerned BHEL units placing the order.
19.	Dispatch Markings	<p>Each box/ Drum shall be marked with Capital Letters indicating any one of the following. Supplies under each of these headings shall be packed separately.</p> <p>Main Supply / Mandatory Spares / Commissioning spares or Tools & Tackles</p> <p>Each package/Drum delivered under the Contract shall be marked by vendor as per details listed below and such markings must be distinct and in English language (all previous irrelevant markings being carefully obliterated) for purposes of identification.</p> <p>Each and every box (package) shall be marked with following:-</p> <ol style="list-style-type: none"> Name & address of the consignee Project Name BHEL Unit name placing the order Package Name, Vendor Name & PO No and date. Packing No.: (e.g. 1/10, 2/10, 3/10 when there are 10 packages for one consignment) Packing Mark: (Symbols indicating "TOP" and other special markings like "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc. Following docs must be put inside the box: <ol style="list-style-type: none"> 1 copy of respective standard manufacturer's erection instruction/O &M manual shall be kept for immediate reference by BHEL site. 1 copy of Packing List/ Challan indicating the items dispatched (with their weights) <p>Above instructions are to be read in conjunction with clauses (No. 19) stipulated in the GCC rev 06.</p> <p>Note : Each of the spares items shall be tagged with part no. and PO item ref no/BBU ref no.</p>
20.	Demurrage charges	Demurrage charges shall be paid by supplier/vendor to the transporter. No claim shall be acceptable in this regard.

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21.	Unloading at site	a) By BHEL site office for supply packages. b) By vendors for Turnkey i.e. Supply and E&C packages
22.	Storage at site	a) By BHEL site office for supply packages. b) By vendors for Turnkey i.e. Supply and E&C packages c) Successful tenderer shall be required to submit detailed instructions for storage of supplies within three months of date of issue of LOA/ Order/ Contract.
23.	Movement of material within Site	a) By BHEL site office for supply packages. b) By vendors for Turnkey i.e. Supply and E&C packages
24.	PVC (Price Variation clause)	The prices shall be firm and shall not be subject to price variation on account of material & labor till the completion schedule unless stated otherwise in the PO.
25.	Custom Duties, Concessional custom duty against Essentiality certificate (EC)	<p>Vendors to note that being an ICB Non-Mega project, EC issued by OPGCL shall be passed on to vendors through BHEL for the items identified by BHEL at enquiry stage (Limited to CIF content indicated in P.O. or actual CIF used by vendor as per original bill of entry of the items imported whichever is lower) for availing Concessional Custom Duty (CD) as applicable for imported contents under Project Import regulations. Vendors shall indicate the list of imported items, quantity, CIF value (in Rupee) and foreign currency, Amt. of CD, rate of CD along with the origin or country supplying raw material etc. in price bid which will be referred to OPGCL for issuing EC. Request for additional Item/ additional CIF other than the original bid submitted with enquiry shall not be entertained by BHEL during contract execution stage.</p> <p>List of packages for which CIF is available as per SI No. 31. Vendors 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. Vendor shall include the Concessional CD/CVD/SAD as a part of quoted ex-works price.</p> <p>Vendor shall deliver to BHEL all necessary documents required for each item of Equipment required to allow BHEL to obtain any Tax benefits/closure of bonds that the BHEL is eligible for under applicable laws existing as the effective date or that come into force thereafter. Vendor shall cooperate in good faith to minimize its liability for seller taxes under applicable laws to the extent legally permissible and pass on the benefit of any savings on account of such reduction to BHEL. Vendor shall inform BHEL and provide the necessary documentation to obtain required certificates from BHEL to avail exemption. Obtaining custom duty benefit in line with the Essentiality Certificate issued shall be vendor's scope.</p>
26.	Excise Duty & Central Sales Tax (ED & CST)	Vendors shall quote ED & CST separately in price bid and it will be considered for evaluation purpose to arrive at the L1 bidder. ED & CST will be reimbursed to vendor by BHEL.
27.	Any Business Tax, Goods Tax, Octroi and Other Taxes and charges	Vendors shall include any Business Tax, Goods Tax, Octroi and other Taxes and charges as a part of quoted ex-works price. Entry Tax is not applicable on vendors.
28.	VAT	Vendors shall indicate VAT as applicable separately in price bid and it will be considered for evaluation purpose to arrive at the L1 bidder. For payment of VAT Annexure-I (Page1 of 1) may be referred.
29.	Taxes & Duties (For Order Directly to Foreign Bidders)	<p>In case of order on foreign vendors, 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 ex-works price quoted to BHEL-PEM.</p> <p>The taxes duties applicable in India shall be borne by BHEL-PEM as port clearance/handling charges in India for the direct order placed by PEM to the foreign bidder.</p>
30.	Freight	Vendors shall quote freight separately in price bid. Freight will be considered for evaluation purpose to arrive at the L1 bidder and will be reimbursed by BHEL.
31.	Packages for which CIF is available	Refer package specific NIT.
32.	Inspection Agency	BHEL/ BHEL approved 3 rd party inspection agencies and/or OPGCL

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33.	Inspection procedure for Domestic supplies	Vendor shall raise inspection call on BHEL CQS web site to applicable Inspection Agency (As mentioned in PO/LOI or to be informed later) with a copy of inspection call to BHEL-PEM for arranging Customer participation in inspection/ Joint inspection on the proposed date, as applicable, with an advance notice of 21 business days. The MDCC shall be issued by BHEL/OPGC or jointly as applicable on the basis of clear inspection report.(CQIR)
34.	Foreign supplies	<p>In case of Imported Supplies, test certificates & inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHE-PEM. Same shall be reviewed by PEM/Engineering in line with the Technical Specifications & Approved Data sheets and then sent to OPGCL for their clearance.</p> <p>The dispatch clearance (MDCC) by OPGC/BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates.</p>

	Prepared by	Checked by	Reviewed by	Vetted by	Approved by
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Date	16/6/14	16.06.14			18/6/14

checked with report to taxes
& duties and
[Signature]
12/6/14

SPECIAL CONDITIONS OF CONTRACT (REV 00)

2x660 MW OPGCL IB BANHARPALLI TPS, # 3 & 4

In order to avail the benefit of input tax credit available to BHEL, in case of VAT to be levied on intra-state transaction between BHEL & vendor and 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 the project is located. For the subject project nodal agency shall be:

BHEL SITE OFFICE,
NALCO CPP, BANARAL P.O. 1,
ANGUL DT
ORISSA - 759128

TIN NO. 21031301916

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 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 & 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 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 are 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.

