

BHEL/PEM/PG-III**SPECIAL CONDITIONS OF CONTRACT (REV.-01)****1X660 MW UPRVUNL PANKI TPS EXTENSION**

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).

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|-----|--|---|
| 1.0 | Project Name | 1X660 MW UPRVUNL PANKI TPS EXTENSION |
| 2.0 | Consignee Address (Ship To)
(To be mentioned in LR/RR/ Consignment Note) | Construction Manager, Bharat Heavy Electricals Limited
c/o Chief Engineer (Projects), UPRVUNL
PANKI TPS EXTENSION
Panki , Dist. Kanpur (U.P)
Pin-208020 (Uttar Pradesh) |
| 3.0 | Consignee Address(Ship To)
(To be mentioned in Supplier's Invoice) | Chief Engineer / Dy. Chief Engineer (Projects)
c/o Chief Engineer (Projects), UPRVUNL
PANKI TPS EXTENSION
Panki , Dist. Kanpur (U.P)
Pin-208020 (Uttar Pradesh) |
| 4.0 | Buyer's Name (Bill To) to be mentioned in Supplier's Invoice | For Supply Packages: (Purchase order by BHEL-PEM):
BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR - PROJECT ENGINEERING MANAGEMENT
PPEI BUILDING, PLOT NO. 25, SECTOR-16A,
NOIDA-201301 (UTTAR PRADESH)
GSTIN NO. – 09AAACB4146P2ZC

For Turnkey Packages: (LOA by BHEL-PEM, PO by BHEL-PSNR, Panki SITE):
Construction manager, BHEL Site office,
1X660 MW UPRVUNL PANKI TPS EXTENSION Panki , Dist. Kanpur (U.P)
Pin-208020 (Uttar Pradesh)

BHEL PSNR GSTIN No.- 09AAACB4146P2ZC |
| 5.0 | Customer | UTTAR PRADESH RAJYA VIDYUT UTPADAN NIGAM LIMITED
(UPRVUNL) |
| 6.0 | Project Consultant | DCPL-- Engineering Consultant

NTPC—Review Consultant |
| 7.0 | Mode of Dispatch & Project Location Details | By Rail/Road on Door Delivery and freight Pre-Paid Basis.
Site is near existing Panki TPS . Nearest Road head is NH-25. The nearest railway station Panki - 5 km; Kanpur - 16km . |

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- 8.0 Clearance materials for Dispatch of MDCC will be issued by BHEL based on the MDCC issued by (UPRVUNL/NTPC) for all the packages.
- 9.0 Road Permit/ Waybill Required Yes. Supplier to generate the e-waybill at their end and furnish the scanned copy of e-waybill along with dispatch document to BHEL immediately on dispatch. In case of default, supplier shall be held responsible.
- 10.0 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) PGIII,BHEL- PEM, PPEI - Noida(U.P)
c) Insurance Co.
It is Supplier'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.
- 11.0 Transit Insurance **For Supply Packages :Transit Insurance under BHEL scope**
For turnkey Package*: for transit, unloading, storage, handling, erection and commissioning insurance is covered under BHEL scope
*Any shortages or damages during unloading and handling at site, including at the time of erection and commissioning, shall be made good by the Seller/ Contractor at his risk and cost, to meet the project schedule. In case of faults/ discrepancies in any material, component, sub-assembly, assembly, etc., the same shall be supplied/ replenished free of cost to enable the equipment to be put to service.
- 12.0 Insurance details Policy No. SCE POLICY NO: - 212800/44/2019/11
Intimation to Underwriters MARINE POLICY NO: - 212800/21/2019/20
POLICY PERIOD: 38 MONTH (INCLUDING 3 MONTHS TESTING PERIOD) FROM: 11.12.2018 TO 10.02.2022
Underwriters Details
THE ORIENTAL INSURANCE COMPANY LIMITED
DIVISIONAL OFFICE NO.16, BOMBAY LIFE BUILDING
N-34, CONNAUGHT CIRCUS, NEW DELHI – 110001
Phone No: 011-23322930,23351478,23351479
E-mail id: KANCHAN.THAKUR@ORIENTALINSURANCE.CO.IN
CMKOTNALA@ ORIENTALINSURANCE.CO.IN
MANJU.GOUHAR@ ORIENTALINSURANCE.CO.IN



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- 13.0 (a) BHEL GSTIN BHEL PEM GSTIN NO. – 09AAACB4146P2ZC (For Supply packages)
BHEL PSNR GSTIN No.- 09AAACB4146P2ZC (For Turnkey packages)
- (b) Customer GSTIN GSTN No. 09AAACU4749D2Z9
- 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 LOA and Purchase Order shall be issued by PSNR: BHEL Panki Site /PSNR will be the paying Authority.
- 15.0 Documents Required (For Supply + freight payment)
(a) DIRECT PAYMENT
(Original + 6 copies)
1. Invoice checklist duly signed & stamped
 2. Invoice
 3. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy)
 4. Packing List – Clearly showing number of packages, gross weight net weight.
 5. BHEL MDCC & UPRVUNL/NTPC MDCC (Wherever applicable)
 6. Guarantee Certificate as per GCC.
 7. Copy of Insurance Intimation Letter.
 8. Copy of Inspection Report / test certificates as applicable
 9. PVC Calculation and copy of all applicable indices, if PVC is applicable.
 10. Copy of filled Delivery Order.
 11. E-way bill (As applicable)
 12. ~~Proof of receipt of material at site.~~
 13. ~~Transporter's document indicating the freight amount.~~
 14. ~~Declaration by supplier that GST payment has been made on GST portal.~~
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- For packages where PVC is applicable, supplier to submit PVC calculations before invoicing to BHEL for review. For claiming PVC, invoice to be submitted on PO unit rates and PVC to be claimed as separate debit/credit note. The debit/ credit note to be submitted along with the main invoice.
- (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 (4 CDs + 12 hardcopies)
- 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 based on the MDCC issued by (UPRVUNL/NTPC) for all the packages in line with approved BBU.
 3. The supplier during inspection of materials of Main supplies & Mandatory Spares by BHEL- PEM/BHEL appointed TPIA/ UPRVUNL/ UPRVUNL- Inspection agency (if applicable) 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 supplier's end.
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- 16.0 **Unloading at site** **By BHEL** site office for supply packages
- By Supplier** 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 Supplier** 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 supplier 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) The project is under PI route. Concessional Basic Custom duty @ 5 % shall be applicable for **packages for which CIF content is available as per NIT**. Customer shall arrange required documents for availing concessional custom duty benefits.
 ii) GST- CGST/SGST/IGST: as per corrigendum to GCC Rev 06 or further revisions of BHEL PEM GCC as applicable for the specific Tender enquiry.
- Information as per Annexure-1 shall be provided by supplier in the GST compliant invoice.
- 20.0 **Type of Project** Project Import Route {Non-Mega}
- 21.0 **Inspection Agency (For Domestic Supplies)** Vendor shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL-PEM (PG-III) for arranging Customer participation (if applicable) in inspection / Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL-PEM.
- 22.0 **Inspection Agency (For International Supplies)** In case of Imported Supplies, advance notice of 30 days for participation in inspection (if applicable, in line with approved QAP/ Customer Hold Points) shall be given by vendor. Third party inspection agency shall be informed to vendor by BHEL-PEM.
- Test Certificates / Inspection reports (as applicable) duly accepted by the Inspection agency in line with approved QAP/ Customer Hold Points shall be submitted 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 then sent to M/s UPRVUNL/NTPC for their clearance. The dispatch clearance (MDCC) by Customer shall be given to the Foreign supplier (or their representative in India) through BHEL/PEM after acceptance of above test certificates by end Customer.
- Inspection charges shall be borne by the vendor and the same shall be included in his offer to BHEL-PEM.

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23.0 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 660 MW UPRVUNL PANKI THERMAL POWER STATION PROJECT**

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

Each package delivered under the Contract shall be marked by supplier 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 Supplier, 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: -

- 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 UPRVUNL. 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.

24.0 Delivery Order document submission (For Indigenous Supplies)

Supplier 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 dispatch document issued and shall be carried by the transporter to the destination along with consignment.

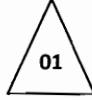
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Note for Turnkey Packages :-



(i) Construction Power: - Chargeable and Meter is to be installed by Vendor at his own cost. Shall be provided at a single point.

(ii) Construction Water: - Shall be provided at single point.

(iii) Surplus Material: - Supplier shall be allowed to take back the surplus / unused material/scrap material left after commissioning of the plant, which is non-billable & free supply over and above BBU, after due permission from UPRVUNL/BHEL Site.

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Annexure-I

Excerpts from Chapter VI for compliance of GST Invoice as per Rule 46

TAX INVOICE, CREDIT AND DEBIT NOTES

46. Tax invoice.- Subject to rule 54, a tax invoice referred to in section 31 shall be issued by the registered person containing the following particulars, namely,-

- (a) name, address and Goods and Services Tax Identification Number of the supplier;
- (b) a consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolised as "-" and "/" respectively, and any combination thereof, unique for a financial year;
- (c) date of its issue;
- (d) name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
- (e) name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is fifty thousand rupees or more;
- (f) name and address of the recipient and the address of delivery, along with the name of the State and its code, if such recipient is un-registered and where the value of the taxable supply is less than fifty thousand rupees and the recipient requests that such details be recorded in the tax invoice;
- (g) Harmonised System of Nomenclature code for goods or services;
- (h) description of goods or services;
- (i) quantity in case of goods and unit or Unique Quantity Code thereof;
- (j) total value of supply of goods or services or both;
- (k) taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
- (l) rate of tax (central tax, State tax, integrated tax, Union territory tax or cess);
- (m) amount of tax charged in respect of taxable goods or services (central tax, State tax, integrated tax, Union territory tax or cess);
- (n) place of supply along with the name of the State, in the case of a supply in the course of inter-State trade or commerce;
- (o) address of delivery where the same is different from the place of supply;
- (p) whether the tax is payable on reverse charge basis; and
- (q) signature or digital signature of the supplier or his authorized representative:

	PREPARED BY	CHECKED BY	REVIEWED BY	Vetted By	APPROVED BY
NAME	SHRI PRAKASH YADAV	SHRI PRAKASH YADAV	S.K DUBEY		DEEPAK GUPTA
DESIGNATION	Dy. Manager/ PGIII	Dy. Manager/ PGIII	DGM/ PGIII	Finance	ADDITIONAL GENERAL MANAGER (DH)/ PGIII
SIGNATURE				Taxation of Clause Vetted by Finance vide e-mail dtd: 19/03/19	
DATE	15/03/2019	15/03/2019	16/3/19		16/03/19