

PEM/PG-I BHEL, NOIDASPECIAL CONDITIONS OF CONTRACT (REV.-01)3X40 MW NTPC RAMMAM STAGE-3 HEP

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

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|-----|---|---|
| 1.0 | Project Name | 3 X 40 MW RAMMAM STAGE-3 HYDRO ELECTRIC PROJECT (HEP) |
| 2.0 | Consignee Address (Ship To)
(To be mentioned in
LR/RR/ Consignment Note) | Project Manager
Rammam Hydro Power Project
NTPC Ltd. Power House Site
Sajbotay, P.O- Kolbong
District Darjeeling
West Bengal 734201 |
| 3.0 | Buyer's Name (Bill To) to be mentioned in Supplier's Invoice | <p>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</p> <p>For Turnkey Packages: (LOA by BHEL-PEM, PO by BHEL-PSER:
Construction manager, BHEL Site office,
3X40 MW NTPC RAMMAM HEP STAGE-3, Dist. Darjeeling (West Bengal)
BHEL RAMMAM SITE GSTIN No.- 19AAACB4146P1ZC</p> |
| 4.0 | Customer | NTPC |
| 5.0 | Project Consultant | NA |
| 6.0 | Mode of Dispatch & Project Location Details | <p>By Rail/Road on Door Delivery and freight Pre-Paid Basis.</p> <p>The NTPC RAMMAM Hydro Electric Project (3X40 MW) STAGE-III is located approx. 150 kms from Bagdogra/Siliguri in dist. Darjeeling. The Darjeeling town is 50 kms from the project. Rammam HEP-III is a run of river scheme across the Rammam river between the confluence of Lodhama Khola with Rammam to Rammam with river Rangit. Bagdogra is the nearest Airport and New Jalpaiguri is the nearest Broad Gauge railway station. The project site is connected by all-weather metalled road from Siliguri, the main city nearby and connected to all parts of the country.</p> |

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3X40 MW NTPC RAMMAM STAGE-3 HEP



A) Approach roads to Barrage site

- i) Via Siliguri-Manebhanjan-Lodhama (about 140 kms)
- ii) Via Siliguri-Kurseang-Bijanbari-Lodhama (about 130 kms)

B) Approach road to Power House site

- i) Via Siliguri-Melli-Jorthang(Naya Bazaar) (about 120 kms)

- 7.0 **Clearance for Dispatch of materials** MDCC will be issued by BHEL.
- 8.0 **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.
- 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) PG-I,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.
- 10.0 **Transit Insurance** By BHEL PSER Kolkata (Vendor to intimate the underwriters quoting the insurance Policy No. As below)
- 11.0 **Insurance details Policy No. Intimation to Underwriters** 5003004417P104903022-(SCE) / 5003002117P104903034 (MARINE)
- 12.0 **(a) BHEL GSTIN** **BHEL PEM GSTIN NO. – 09AAACB4146P2ZC (For Supply packages)**
BHEL RAMMAM SITE GSTIN No.- 19AAACB4146P1ZC (For Turnkey packages)

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(b) Customer GSTIN : GSTIN No. 19AAACN0255D1ZV

- 13.0 **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 PSER: BHEL Rammam Stage-3 site /PSER will be the paying Authority.
- 14.0 **Documents Required for** **Original + 2 Copies in hard plus 1 soft copy of all documents**
(a) **claiming dispatch Payment** **As per latest General Commercial Terms & Conditions (GCC) of Project Engineering Management (PEM)**
- NOTE:-**
1. Customer or his representative will be involved for inspection as per approved Quality Plan.
 2. MDCC will be issued by BHEL in line with approved BBU.
 3. The supplier during inspection of Main supplies & Mandatory Spares by BHEL, CQS/ NTPC/ NTPC-Nominee shall obtain separate MDCC for Main Supplies & Separate MDCC for Mandatory Spares in line with the approved Billing Break Up.
- (b) **For Material Receipt Certificate(MRC) payment** **As per latest General Commercial Terms & Conditions (GCC) of Project Engineering Management (PEM)**
Responsibility to obtain MRC from customer at site
a) **For Turnkey Packages:- By Vendor**, where Supply/ Erection and commissioning is under Vendor's scope.
- 15.0 **Unloading at site** **By BHEL** site office for supply packages
By Supplier for turnkey packages. (Scope consists of supply and Erection & Commissioning).
- 16.0 **Storage at site** **By BHEL** site office for supply packages
By Supplier for turnkey packages. (Scope consists of supply and Erection & Commissioning).
- 17.0 **Movement of Material from stores to site and 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.

SPECIAL CONDITIONS OF CONTRACT (REV.-01)3X40 MW NTPC RAMMAM STAGE-3 HEP**18.0 Taxes and duties**

i) Non Mega project. Custom Duty benefits are not available for this project.

ii) GST- CGST/SGST/IGST: as per GCC as applicable for the specific Tender enquiry.

Information as per Annexure-1 shall be provided by supplier in the GST compliant invoice.

19.0 Dispatch markings

Each box shall be marked with Capital Letters in "Red" indicating : **Main Supply OR Commissioning spare OR Mandatory Spare for 3X 40 MW RAMMAM HYDRO ELECTRIC PROJECT (HEP) STAGE-3**

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) Package number Description of Works:
- 3) Vendor Name
- 4) PEM P.O reference no.
- 5) Item number (if applicable) Net and gross weight volume
- 6) Country of origin
- 7) Port of entry
- 8) Quantity per package
- 9) Type of Equipment: "E" - For equipment supply
"T" - For Tools and Tackles
"S" - For Mandatory Spares

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

IMPORTANT

Two (02) copies of respective standard manufacturer's erection instruction /operation manual shall be kept in each package/container for immediate reference by BHEL site.

NOTE:-

The Copy of complete Packing list for the consignment must be put inside the Box/Boxes.

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

20.0 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.

**21.0 Mandatory Spares**

The Mandatory spares shall be properly packed separately in separate boxes & boxes should be painted in red indicating Mandatory Spares in bold letters and each spare shall be properly tagged giving details i.e. item number of the equipment in line with the 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. Prior intimation to dispatch spares through same LR & clearance from BHEL is required to be taken.

22.0 Warranty period

Guarantee period shall be as per clause no.12.0 of GCC Rev-07 or as specified in NIT, whichever is later.

23.0 Note for Turnkey Packages:-

Construction Power: - To be arranged by supplier

Construction Water: - To be arranged by supplier

24.0 Transport limitations

The weight and dimensions of the packages for transportation to site shall be limited to the following:

i) Max weight of the package not to exceed 50 M.T.

Max size of the package not to exceed L=8500mm, W=3000 mm, and H=6000mm

	PREPARED BY	CHECKED BY	REVIEWED BY	APPROVED BY
NAME	TARUN ARYA	HASEEN AHMED	HASEEN AHMED	B.L.BEDI
DESIGNATION	DY. MANAGER	SR. MANAGER	SR. MANAGER	AGM&DH PGI&II
SIGNATURE				



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: