

**356478(1)/2021/PS-PEM-BOP****2x500 MW NLC TAMILNADU POWER LIMITED (NTPL) (FGD SYSTEM PACKAGE**

These Conditions shall be read and construed along with General Conditions of Contract (GCC) rev.07 dated 10.01.2020, 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.

Sl No.	Title	Description
1.	Project Name	2X500 MW NTPL TUTICORIN FGD (Page no <a href="#">1</a> )
2.	Nature of project & Type of Bidding	Non-Mega, International Competitive Bidding (Page no <a href="#">8</a> )
3.	Customer Order Ref No	COCONTS/0009H/NTPL/FGD/2019 dated 18.04.2020 (Page no <a href="#">8</a> )
4.	BHEL's Customer	NLC TAMILNADU POWER LIMITED (NTPL) (Page no <a href="#">8</a> )
5.	NTPL GSTIN	33AACCN3238N1ZD (Page no <a href="#">10</a> )
6.	Customer Consultants	M/s Development Consultant Private Ltd (Page no <a href="#">45</a> )
7.	Consignee Address (BILL TO)	For supply package: BHEL, Power Sector-Project Engineering Management, Power Project Engineering Institute, Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301. GSTIN: 09AAACB4146P2ZC  For turnkey packages (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSSR): BHEL-PSSR, TEK TOWERS, 11, RAJIV GANDHI IT EXPWAY, THURAIPAKKAM, CHENNAI-600097 GSTIN:33AAACB4146P2ZL
8.	Delivery Address (SHIP TO)	CEO/NTPL, 2x500 MW Tuticorin Power Project, Harbour Estate, Tuticorin -628004 Tamil Nadu (Page no <a href="#">9</a> )
9.	BHEL Site Office Address	The Construction Manager, BHEL Site Office, NTPL, 2x500 MW Tuticorin Power Project, Harbour Estate, Tuticorin -628004 Tamil Nadu
10.	Location of Plant	At Tuticorin Taluk in Tuticorin district in the Southern Part of Tamil Nadu along the Bay of Munnar, India.  Nearest Port- Tuticorin sea port is located adjacent to the plant.  Nearest Airport- Nearest airstrip is located at Pudukottai at a distance of 16.5 km  Nearest Railway Station- The nearest railway station is Port Trust Railway  Yard at a distance of 1.0 km.  Nearest Town- 5.5 km away from Tuticorin, Nearest city is Pallayamkottai which is 60 km from plant (Page no 1)
11.	Mode of Dispatch	For indigenous supplies: By Rail/Road on door delivery and freight pre-paid basis. For imported supplies: On C&F basis.
12.	BHEL GSTIN Details	<b>For supply packages:</b> BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC <b>For Turnkey packages:</b> BHEL PSSR is registered in the State of Tamil Nadu with GSTIN 33AAACB4146P2ZL
13.	Transit Insurance	In BHEL Scope.  For each dispatch, vendor shall inform the following to the

		<p>Underwriter under intimation to BHEL-PEM and BHEL site office:</p> <ol style="list-style-type: none"> <li>Policy No.</li> <li>Consignee Name.</li> <li>Consignment Details (items with their weights and value (in INR).</li> <li>Project Name and P.O. No.</li> <li>LR No. and date, Dispatch origin and destination details, Invoice No.</li> </ol> <p>Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in PO.</p>
14.	Dispatch intimation	<p>Yes in writing, Not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to:</p> <ol style="list-style-type: none"> <li>BHEL site office (As mentioned in Sl. No.9)</li> <li>BHEL PEM Noida (As mentioned in NIT)</li> </ol> <p>At the point of dispatch, vendor must furnish docs required as given below through Email / Fax</p> <ol style="list-style-type: none"> <li>Vendor's invoice</li> <li>LR / RR / GR / Courier Receipt</li> <li>Packing List/ Challan indicating the items dispatched (with their weights)</li> <li>Insurance intimation letter informing the underwriters about the dispatches</li> <li>MDCC (of BHEL / NTPL) as applicable</li> <li>Photograph of packing / boxes showing dispatch marking as per Sl. No. 26</li> </ol>
15.	Document required for Vendor's payment.	<p><b>For materials originating from Indian territory</b></p> <p>For claiming the payment, documents as mentioned in GCC rev 07 shall be submitted by vendor to BHEL.</p> <p><b>Packing List</b> must comply to Clause No. 19.3 of General Commercial Terms &amp; Conditions of GCC rev. 07. Description of items in packing list shall be as per PO such that proper correlation between PO &amp; packing list must be furnished.</p> <p>Soft copy of documents for claiming payment shall be submitted by vendor as advance copy.</p> <p><b>For materials originating from non-Indian Territory</b></p> <ol style="list-style-type: none"> <li>Three (3) original and Three (3) copies of clean bill of lading or One (1) clean original Airway Bill &amp; Three (3) copies, in case of air freight.</li> <li>One (1) original and Three (3) copies of signed Invoices</li> <li>One (1) original and Three (3) copies of Packing List (clearly showing number of packages, gross weight and net weight).</li> <li>Three (3) copies of certificate of country of origin.</li> <li>Copy of MDCC from BHEL / NTPL (as applicable)</li> <li>Three (3) copies of inspection certificate, if any, issued by the customer/his authorised representative.</li> <li>Three (3) of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose</li> </ol>

		<p>have been kept with the packages for shipment.</p> <p>8. Three (3) copies of certificate from the vendor to the effect that the contents in each case are not less than that entered in the invoices and guaranteed as per the relevant technical specifications.</p> <p>9. Shipping Specification – One (1) copy.</p> <p>10. Quality Certificate – One (1) copy.</p> <p>11. Approved Test Certificates, if any. – Three (3) copies.</p> <p>12. Guarantee Certificate – One (1) Original + One (1) copy.</p> <p>13. Inspection Reports – One (1) Original + One (1) copy.</p> <p>14. PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies</p>
16.	Buying and Paying Authority	<p>A. Packages for which PO is placed by BHEL-PEM Buyer and Paying Authority shall be BHEL-PEM, NOIDA.</p> <p>B. Packages for which PO is placed by BHEL-PSSR &amp; LOA is issued by BHEL-PEM - Buyer and Paying Authority shall be BHEL-PSSR.</p>
17.	Demurrage charges	Demurrage charges shall be paid by supplier/ vendor only to the transporter. No claim shall be acceptable to BHEL in this regard.
18.	Unloading, Storage & Movement of material at site	<p>a. By BHEL site office for supply packages.</p> <p>b. By vendors for Turnkey i.e. Supply and E&amp;C packages</p> <p><b>Note:</b> The Supplier shall furnish LR wise Gross Wt. of the consignment for the purpose of handling the consignment by BHEL Site Contractor. Please note that unloading of materials at Site may be delayed due to unavoidable reasons. Vendor to inform transporters accordingly. No claim on a/c of delay in unloading shall be entertained. Prior intimation as mentioned in sl. no. 14 above is solicited</p>
19.	Taxes & Duties (For Domestic Vendor)	As per General Conditions of Contract (GCC rev 07)
20.	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of foreign vendors, quoted prices & Dispatches shall be on C & F (Port-Chennai) basis and the Taxes & duties in the country of dispatch shall be borne by Foreign vendor. All the Taxes & duties and other charges applicable in India shall be borne by BHEL unit (PEM or PSSR) which has placed the Purchase Order.
21.	Inspection Agency	BHEL/ BHEL approved 3rd party inspection agencies and/or NTPL/ Customer Agency as applicable.
22.	Inspection procedure	<p><u>For Domestic supplies</u></p> <p>Please refer clause no. 14.0 of GCC Rev 07. Vendor to furnish photographs pertaining to packing of materials before despatch. MDCC shall be issued on the basis of clear inspection report (CQIR).</p> <p><u>For Foreign supplies</u></p> <p>In case of Foreign supplies, if NTPL/ NTPL approved 3rd party inspection agency does not participate in the inspection, test certificates &amp; inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by PEM and then, sent to NTPL for</p>

		clearance. The dispatch clearance (MDCC) by NTPL/BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates
23.	Packages for which CIF is available	<u>NIL (Page no 1)</u>
24.	Monthly Progress Report	Vendor to provide monthly progress report each month after placement of PO, till supply of material. Monthly progress report of vendor shall include raw material status, manufacturing, inspection & latest dispatch plan. Vendor may use their format to provide required information, however format (if any) issued by Purchaser after placement of PO shall be obligatory to vendor.
25.	Submission of Final Drgs/ Docs along with O&M Manual, Type Test Certificates (if any)	<p><u>No. of O&amp;M Manuals</u></p> <p>As per GCC rev.07/ Technical Specification/Kick-off meeting.</p> <p>If not specified anywhere, Vendor to submit final approved O&amp;M Manual in 10 Hard copies and 4 No of CD ROMs/DVDs/Portable Hard Disk.</p>
26.	Packing, Identification & marking [if not specified in NIT]	<p>Each box/ Drum shall be marked with Capital Letters indicating any one of the following:</p> <p>Main Supply / Mandatory Spares / Commissioning spares / Tools &amp; Tackles</p> <p>Supplies under each of these headings shall be packed separately.</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 purpose of identification.</p> <p>Each and every box (package) shall be marked with the following:</p> <p>Name &amp; address of the Consignee  Name of Project  Name of BHEL Unit placing the order  Package Name, Vendor Name, LR No. and PO No. &amp; Date.  Packing No.: (e.g. 1/10, 2/10, 3/10 when there are 10 packages for one consignment)</p> <p>Packing Mark: Symbols indicating "TOP" and other special markings like "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE" etc.</p> <p>Following documents must be put inside the box:</p> <ol style="list-style-type: none"> <li>01 copy of respective standard manufacturer's erection instruction / O&amp;M manual shall be kept for immediate reference by BHEL site.</li> <li>01 damage proof copy of Packing List/Challan indicating the items dispatched (with their weights)</li> </ol> <p><u>Above instructions are to be read in conjunction with Clause No. 19 of General Commercial Terms &amp; Conditions of GCC rev.07 and those specified in NIT.</u></p>

		<p>Notwithstanding anything stated in this clause, Vendor shall be entirely responsible for loss, damage or deterioration of the material due to faulty and insecure packing.</p> <p><b>Note:</b> Each of the items under mandatory spares shall be tagged with part no. and PO item ref no. /BBU ref no.</p>
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