

## Note No. #1

**PROJECT GROUP II**  
**POWER SECTOR – PROJECT ENGINEERING MANAGEMENT**  
**BHARAT HEAVY ELECTRICALS LIMITED**

**SPECIAL CONDITIONS OF CONTRACT (SCC) Rev.01**  
**2X660 MW NTPC TALCHER TPP STAGE III (EPC)**  
**(JOB NO. 497)**

These Conditions shall be read and construed along with latest applicable (i.e. BOI or BOP) General Conditions of Contract (GCC) 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	2X660 MW NTPC TALCHER TPP STAGE III (EPC)
2.	Nature of project & Type of Bidding	Mega Power Project Competitive Bidding
3.	Customer Order Ref No	CS-4540-001A-2-FC-NOA-7227 dated 27.09.2022 for Supply Contract CS-4540-001A-2-SC-NOA-7228 dated 27.09.2022 for Service Contract
4.	BHEL's Customer	NTPC
5.	NTPC Talcher GST No.	21AAACN0255D1ZA
6.	Customer Consultants	—
7.	Buyer and Paying Authority	a) For packages where BHEL PEM will issue the Purchase Order - BHEL PEM will be the paying authority.  b) For packages where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL PSWR - BHEL PSWR Site will be the paying Authority.
8.	Consignee Address (Bill To)	<b>FOR SUPPLY PACKAGES:</b> BHEL, Power Sector-Project Engineering Management, Power Project Engineering Institute, Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301. BHEL-PEM GSTIN: 09AAACB4146P2ZC  <b>FOR TURNKEY PACKAGES</b> (where BHEL-PEM will issue only the LOA and Purchase Order shall be issued by BHEL-PSWR):  Construction Manager, BHEL site office, 2x660 MW TALCHER TPP STAGE III P.O. - TALCHER, DISTRICT – ANGUL, ODISHA - 759101 BHEL-PSWR - GSTIN No.- 21AAACB4146P1ZR

9.	Delivery Address (Ship To)/BHEL Site office address	Construction Manager, BHEL site office, 2x660 MW TALCHER TPP STAGE III P.O. - TALCHER, DISTRICT – ANGUL, ODISHA - 759101
10.	Location of Plant	The site is located near Talcher town in ANGUL District of Odisha having latitudes 20°55' North and longitudes 85°25' East. The site is approachable from Banarpal-Talcher section of National Highway No. 23 at a distance of about 1 KM from Anand Bazar.  Nearest railway station is at Talcher on Talcher-Cuttack section of North Eastern Railway at about 4 Kms. The nearest commercial airport is Bhubaneswar at about 90 Km by road.
11.	Mode of Dispatch	By Rail/Road/Sea on door delivery and freight pre-paid basis
12.	BHEL GSTIN Details	<b>For Supply packages:</b> BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN <b>09AAACB4146P2ZC</b> <b>For Turnkey packages:</b> BHEL-PSWR – GSTIN - <b>21AAACB4146P1ZR</b>
13.	QR Code Affixing Requirement for SPMS <b>(Mandatory Requirement)</b>	<ol style="list-style-type: none"> <li>1. Vendor is mandatorily required to furnish detailed shipping/ packing list to BHEL in format as per Annexure 1 of this SCC (<a href="#">pg. no. 265</a>).</li> <li>2. BHEL shall provide QR codes for each box/ bundle/gunny bag/ shipping section etc. There shall be one QR code for one box. Loose items needs to be bundled and one QR code shall be generated for each bundle.</li> <li>3. Vendor is mandatorily required to print the generated QR in half of A4 size printer using a normal printer. One copy of this QR code must be attached to the respective box/bundle/gunny bag/shipping section etc. The other copy of the QR code must be enclosed with the documents sent along with the consignment.</li> <li>4. After reaching at site, QR code shall be scanned at gate and material shall be received by site.</li> <li>5. Further, vendor to ensure that <ol style="list-style-type: none"> <li>a) All the items being dispatched in the consignment/LR are listed in the packing list.</li> <li>b) Proper precautions are taken while affixing to ensure</li> </ol> </li> </ol>

		<p>that the “Fixed QR Code” should not damage during transit.</p> <p>c) QR code is correctly fixed to all the box/ bundles being dispatched in consignment. Any delay arising thereof due to incorrect tagging/missing tags shall be to vendor’s account.</p> <p>d) For loose items, one marker board needs to be sent for each bundle for fixing RFID tag at site.</p> <p>e) Material of unit 1 and unit 2 to be sent in different boxes with clear identification. Common items should have mention of unit 1. Same should be clearly identified in excel format.</p> <p>BHEL shall provide QR code within 2-3 days of submission of shipping/packing details (as per Annexure-1, <a href="#">pg. no. 265</a>) by vendor. Vendor to plan dispatches accordingly without affecting the delivery schedule.</p>
14.	Transit Insurance	<p>As per Notice Inviting Tender (NIT). In case, Transit Insurance is specified in BHEL Scope in NIT - Insurance details shall be provided by BHEL-PEM.</p> <p>For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office:</p> <ul 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> <li>• Vendors to intimate the underwriters quoting the insurance Policy details.</li> </ul>
15.	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> <ul style="list-style-type: none"> <li>• BHEL Site office (address as mentioned at Sl. No. 9)</li> <li>• BHEL PEM Noida (address as mentioned in NIT for PO issued by PEM)</li> <li>• BHEL PSWR Nagpur (For PO Issued by BHEL PSWR)</li> </ul>

16.	Demurrage charges	Demurrage charges shall be paid by supplier/vendor only. No claim shall be acceptable to BHEL in this regard.
17.	Unloading, Storage & Movement of material at site	<ul style="list-style-type: none"> <li>• By BHEL site office for supply packages (where only supply is in vendor's</li> <li>• By vendors for Turnkey (where Supply and E&amp;C is in vendor scope)</li> </ul> <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 shall sometimes may take 3-5 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 before this period shall be entertained. Prior intimation as mentioned in sl. no. 15 above is solicited.</p>
18.	Taxes & Duties (For Domestic Vendor)	As per Notice Inviting Tender (NIT).
19.	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of foreign vendors, quoted prices & Dispatches shall be on <b>C &amp; F Port –Chennai Basis</b> and Taxes & Duties in the country of dispatch shall be borne by Foreign vendor.
20.	Inspection Agency	<p>Inspection of packages shall be carried out by agency as per below Inspection category of packages:</p> <p><b>Cat-I:</b> Inspection shall be done jointly or separately by NTPC and BHEL or BHEL's TPIA.</p> <p><b>Cat-II:</b> Inspection shall be done by BHEL only.</p> <p><b>Cat-III:</b> Certificate of Compliance shall be furnished by Vendor.</p> <p><b>Note:</b> Please note, for Cat I &amp; II items BHEL reserve the right to carry inspection by themselves or through nominated third party inspection agency (TPIA). Third party inspection agency, if any, shall be informed after award of contract.</p>

21.	Inspection procedure	<p><b><u>For Domestic supplies:</u></b></p> <p>As per Notice Inviting Tender (NIT).</p> <p><b><u>For Foreign supplies</u></b></p> <p>In case of Foreign supplies, if NTPC 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 BHEL PEM and then, sent to NTPC for clearance.</p> <p>The dispatch clearance (MDCC) by NTPC/ BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates and photographs as per above.</p>
22.	Material Dispatch Clearance Certificate (MDCC) Issuing Agency	<p><b>For Cat-I item</b>, MDCC shall be issued by NTPC and it's the responsibility of vendor to arrange MDCC from them and furnish <b>original MDCC to BHEL.</b></p> <p><b>For Cat- II &amp; Cat-III items</b>, MDCC shall be issued by BHEL However, the vendor shall furnish all requisite documents like Material Test Certificates, Inspection Reports etc. required for obtaining of NTPC MDCC by BHEL.</p>
23.	Mandatory Spares	<p>Supplies of mandatory spares will be separate from main supply and separate manufacturing clearance shall be given for mandatory spares.</p> <p>Delivery of mandatory spares shall be as per NIT. In case if delivery of mandatory spares is not specified in NIT, same shall be within four (04) months from BHEL Manufacturing Clearance.</p> <p>MRC payment for mandatory spares shall be released after handover of respective mandatory spares to customer-</p>
24.	Construction Facilities to Vendor	<p><b>Construction Power:</b> Construction power shall be made available for Erection Work free of cost.</p> <p><b>Construction water:</b> Construction water shall be made available for Erection Work free of cost.</p>

25.	Storage Infrastructure by Vendor	<b>For Turnkey packages:</b> <ul style="list-style-type: none"><li>• Vendor shall compulsory make covered storage shed of minimum size of 15 feet x 15 feet for storage of valuable Electrical/ Electronic items/ Instruments etc.</li><li>• Vendor shall compulsory make office of size 10 feet x 10 feet for site Engineer/ Staff along with facility of Computer/ Laptop/ Printer for protocol preparation and submission to BHEL.</li><li>• (c) Alternately, vendor can provide container of suitable size for above purpose, i.e. (a) and (b).</li></ul>
26.	Safety Officer and Quality Engineer by Vendor	For Turnkey packages, vendor shall deploy one number Safety Officer and one number Quality Engineer during total E&C period. In case of failure of above, BHEL shall deploy it and appropriate charges shall be deducted from vendor due payments.  HSE plan for site operation by vendor is enclosed as per Annexure 2 to SCC ( <a href="#">pg. no. 7</a> )

27.	Packing Identification & Marking [If not specified in NIT]	<p>Each box shall be marked with Capital Letters in "Red" indicating the PEM SUPPLY (Main Supply/Commissioning Spares/Mandatory Spares) for 3 x 800 MW PVUNL PATRATU TPP.</p> <p>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).</p> <p>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.</p> <p>Besides above necessary, packing shall bear a special marking 'TOP', 'BOTTOM', 'DO NOT TURN OVER', "KEEP DRY", "HANDLE WITH CARE", etc</p> <p><b>IMPORTANT: -</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• The Packing list details for the consignment must be put inside the Box/Boxes.</li> </ul> <p>Items like pumps, Valves, Hoists, Cranes etc shall essentially have O&amp;M Manuals and E&amp;C guidelines duly enclosed in the packing box. Certificate to such effect shall also be reflected in packing slip.</p> <p>Mandatory spares shall be properly packed separately in separate box painted in Red, <b>indicating Mandatory Spares in bold letters</b> 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 &amp; Number per item (to match the description given in the packing slip) to facilitate their-proper identification by end customer/ BHEL Site. One Copy of Packing list must be put inside the Box along with Manufacturing drawing no. reference, Catalogue reference etc.</p>
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28.	Submission of Final Drgs/ Docs along with O&M Manual, Type Test Certificates (if any)	<p><b><u>No. of O&amp;M Manuals</u></b></p> <p>As per applicable GCC / Tender documents/Kick-off meeting.</p> <p>If not specified anywhere, Vendor to submit final approved O&amp;M Manual in 12 Hard copies and 4 No of CD ROMs/DVDs/Pen drive.</p>
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**Enclosures :-**

- Annexure 1 :- The format for details required from vendor for QR code generation as per SCC Clause no. 13. is placed at [pg. no. 265](#).
- Annexure 2 :- HSE Site plan for site operation is placed at [pg. no. 7](#).

**Note No. #3**

Legend :- Changes in Rev01	
Clauses Added :-	

SCC Rev01 Cl. No. 13	Addition of Cl. No. 13 i.e. "QR Code Affixing Requirement for SPMS (Mandatory Requirement)"
SCC Rev01 Cl. No. 27	Addition of Clause pertaining to "Packing Identification & Marking [If not specified in NIT]".
SCC Rev01 Cl. No. 23	Addition of Cl. No. 23 i.e. "Mandatory Spares"
<b>Clauses Revised :-</b>	
SCC Rev01 Cl. No. 11	Clause pertaining to "Mode of Dispatch" revised.
SCC Rev01 Cl. No. 14	Clause pertaining to "Transit Insurance:" revised.
SCC Rev01 Cl. No. 18	Clause pertaining to "Taxes & Duties (For Domestic Vendor)" revised.
SCC Rev01 Cl. No. 19	Clause pertaining to "Taxes & Duties (For Order Directly to Foreign Bidders)" revised.
SCC Rev01 Cl. No. 21	Clause pertaining to "Inspection procedure" revised.
SCC Rev01 Cl. No. 25	Clause pertaining to "Storage Infrastructure by Vendor" revised.
SCC Rev01 Cl. No. 26	Clause pertaining to "Safety Officer and Quality Engineer by Vendor" revised.

A) Additionally Cl. no. 03 is revised as per below and same shall supersede cl. no. 03 in Note#1, change highlighted in bold :-

3	Customer Order Ref No	CS-4540-001A-2-FC- <b>COA-7227</b> dated 27.09.2022 for Supply Contract CS-4540-001A-2-SC- <b>COA-7228</b> dated 27.09.2022 for Service Contract
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B) In pg. no. 265, Contract no. may please be read as "CS-4540-001A-2-FC-**COA-7227**"

