

NTPC TAMILNADU ENERGY COMPANY LIMITED
(A Joint Venture of NTPC Ltd. & TANGEDCO)
VALLUR THERMAL POWER STATION

CONTRACTS & MATERIALS DEPARTMENT

BIDDING DOCUMENT

Laying HDPE Water Supply pipeline from NTECL Plant to Township

Tender Enquiry No. NTECL/C&M/CS-5934

(This document is meant for the exclusive purpose of bidding against this Bid Document No. / Specification only and shall not be transferred, reproduced or otherwise used for purposes other than that for which it is specifically issued)

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SECTION – I

NTPC Tamilnadu Energy Company Limited
Vallur Thermal Power Station
NOTICE INVITING TENDER (NIT)
(Domestic Competitive Bidding)

1. NTPC Tamilnadu Energy Company Limited (NTECL), a JV of NTPC Ltd. & TANGEDCO invites online bids for its **2 X 500 MW + 1 X 500 MW** Thermal Power Project at Vellivoyal Chavadi Post, Ponneri Taluk, Thiruvallur Distt., Chennai, Tamilnadu from eligible bidders for the following package .

Description of work	Tender Fee / Cost of bidding documents	Bid Security / EMD	Contract Period
Laying HDPE Water Supply pipeline from NTECL Plant to Township	NIL	Rs.1,00,000/- (Rupees One Lakh only)	12 (Twelve) Months

2. BRIEF SCOPE OF WORK:

The scope of the subject package “**Laying HDPE Water Supply pipeline from NTECL Plant to Township**”

3. QUALIFYING REQUIREMENTS (QR):

The bidder who wishes to participate in the bidding shall meet the Qualifying Requirements stipulated here under:

A	<p>The bidder in the preceding seven (07) years prior to the date of techno – commercial bid opening should have executed Civil construction works (or) Civil Repair & Maintenance works (or) RCC Structures (or) Drainage Systems (or) Sewerage Systems (or) Laying of pipelines, with</p> <p align="center">i. Single (01) order of executed value not less than ₹ 49 Lakhs (Rupees Forty Nine Lakhs)</p> <p align="center">OR</p> <p align="center">ii. Two (02) orders, each of executed value not less than ₹ 30 Lakhs (Rupees Thirty Lakhs)</p> <p align="center">OR</p> <p align="center">iii. Three (03) orders, each of executed value not less than ₹ 24 Lakhs (Rupees Twenty Four Lakhs)</p> <p>Note: Values indicated above are exclusive of taxes.</p>
B	<p>The average annual turnover (AATO) of the bidder in the preceding three (03) financial years as on the date of techno- commercial bid opening, shall not be less than ₹ 61 Lakhs (Rupees Sixty One Lakhs).</p> <p>Notes:</p> <p align="center">i) Other income shall not be considered for arriving at annual turnover.</p>

	ii) In case where audited results for the last financial year as on the date of techno-commercial bid opening are not available, the financial results certified by a practicing Chartered Accountants shall be considered acceptable. In case, the bidder is not able to submit the certificate from Practicing Chartered Accountants certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountants certifying the financial parameters is not available.
C	The bidder should have Provident Fund code (PF code)
D	The bidder should have GSTIN number

Note: - The work “executed” means that the bidder should have achieved the progress specified in the QR even if the total contract is not completed / closed. The same shall be supported by documentary evidence issued by concerned authority.

4. BRIEF DETAILS:

Type of Bidding	Single Stage Two Envelope Bidding
Pre-bid conference	NOT APPLICABLE.
Document download start / end date	As per details published in GeM portal
Last Query date (Queries shall be entertained up to this date only)	As per details published in GeM portal
Last Date and Time for Bid Submission (Both Techno-commercial Bid and Price Bid) i.e. Envelope - I & II together.	As per details published in GeM portal
Bid Opening Date & Time	As per details published in GeM portal
Benefits to MSE's	Applicable. (PLS REFER ITB,SCC FOR MSE benefits)
EMD/BID SECURITY	As per details at NIT Clause 1
Cost of Bidding document	As per details at NIT Clause 1
1. Offers where bidders have attached Documents for EMD payment will be checked. After confirmation of receipt of EMD amount / confirmation of BG / Insurance surety bond, the bids submitted shall be admitted for evaluation for meeting the Qualifying Requirements & Technical Requirements. 2. Only those bids meeting the Qualifying Requirements and complying with the Technical Requirements shall be considered for Price Bid Opening. 3. The date of opening of Price Bid shall be intimated separately.	

5. OTHER TERMS AND CONDITIONS:

- Detailed specifications, Scope of work, Terms & conditions etc., are given in the bidding documents. Bid documents can be downloaded from the website <https://gem.gov.in/> **Methodology for registration and submission of bids is available at** in the same website.
- It is deemed that bidder shall accept all the terms and conditions mentioned in the tender documents without any deviation. For that the bidders are requested to submit the “**NO**

DEVIATION CERTIFICATE” for fulfillment of technical/commercial compliance. NO DEVIATION IS ACCEPTABLE TO NTECL. IF ANY DEVIATION IS TAKEN BY THE BIDDER IN THE “NO DEVIATION CERTIFICATE” OR ANY WHERE ELSE IN THE DOCUMENTS INCLUDING BOQ, THEIR BID SHALL BE SUMMARILY REJECTED. ITB Clause 11.3(l) to be referred for the same.

- a) The provisions of Bidding Documents read in Conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) are acceptable and no deviation has been taken in this regard.
 - b) Any deviation to Bidding Documents and its subsequent Amendment(s)/ Clarifications(s)/ Addenda/ Errata/ Minutes of Clarification Meeting (if any) as mentioned at (a) above found anywhere in Techno Commercial & Price Bid Proposal, implicit or explicit, the same shall not be given effect to in evaluation and it will be considered that the bidder complies to all the terms and conditions of Bidding Documents without any extra cost to the Owner irrespective of any mention to the contrary, anywhere in the bid, failing which the Bid Security of the Bidder be forfeited.
3. Any Clarification related to the scope, terms & conditions of contract shall be sought under Clarification tab of the on-line bid, latest by the query date as mentioned in the documents. Clarifications received after the specified date from the agencies will not be entertained. NTECL shall respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.
NTECL shall post the Clarifications under Clarification/Corrigendum tab at e-tender website. Bidders can view these clarifications. Bidders are advised to regularly check under Clarification/Corrigendum tab regarding posting of clarification, if any.
- Bidders must check the Clarifications issued before submission of Bid. Should NTECL deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the GeM portal. After this stage, no deviation is acceptable to NTECL.
4. The prospective bidders are invited to submit their Bid comprising of Techno - Commercial Bid and Price Bid for the subject package, in line with the provision of the bidding documents.
 5. The cost on account of preparation and submission of Bid, negotiations, discussions etc., as may be incurred by the Bidder in the process, are not reimbursable by the owner, and the owner will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
 6. Transfer of Bidding Documents downloaded by one intending Bidder to another is not permissible.
 7. The Owner (NTECL) reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action. Decision of Owner will be final and binding in this regard.
 8. NTECL reserves the right to amend/alter/add/delete any provision of this document.
 9. Any 'Bidder from a country which shares a land border with India', as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Bidding Documents.

Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a

land border with India, will be eligible to bid only if the bidder is registered with the same competent authority.

However, the said requirement of registration will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

10. Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the employer as being non-responsive and shall not be opened.

11. "Any Certificate(s) / Financial Statement(s) / Audited Balance Sheet and P&L Account (wherever applicable) undertaken/ signed by a Member of Institute of Chartered Accountant of India (ICAI), which Bidders submit in support of compliance to Qualifying Requirements (QR), will carry Unique Document Identification Number (UDIN) generated in line with the Gazette Notification of Council of Institute of Chartered Accountant of India (ICAI).

12. Bid Submission:

The Bidders will submit their bid online IN GeM portal in the following manner after examining the documents/conditions etc. Bidders shall submit their offer/proposal as per **SCC clause no 0.**

A. ENVELOPE: I (Techno - Commercial Bid)

Documents to be submitted Online (i.e. duly signed, stamped and scanned copy) as detailed in the Instructions to Bidders (Section-II of Tender Documents) shall be uploaded in the Pre-Qual/Technical Cover/Envelope of the GeM portal. Following documents shall necessarily be uploaded in the **Pre-Qual/Technical Cover/Envelope** along with other documents as stipulated in the Tender documents:

- a. **Up to date copy of Profit & Loss Account and Balance Sheet of last three financial years** duly audited by Chartered Accountant. In cases where audited results for the last financial year as on the date of techno commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding document stating that the Financial Results of the company are under audit as on the date of Techno-Commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.
- b. **Copies of Work Orders / Award Letters** covering awarded value, detailed scope of work , terms and conditions , bill of quantities along with **proof of execution such as completion certificate clearly showing the value of work executed during the period of contract, Bill Copy, Final Deviation Copy etc.** in support of above Qualifying requirements. The bidder shall also provide the reference list of the organizations with contact address and phone numbers.
- c. Copy of Permanent Account Number (PAN) issued by Income Tax authorities.
- d. Copy of GSTIN Number / Provisional registration number issued by concerned authorities.
- e. Copy of PF Registration with Regional Provident Fund Commissioner. (RPFC)

- f. Employees State Insurance Code (ESI Code) as having registered with ESI authorities. If the same is not available, then the bidder should register with concerned authorities before the commencement of contract.
- g. Relevant Documents to meet **Qualifying Requirements (QR)** of the subject tender.
- h. Relevant Documents to meet **Technical Requirements (QR)** of the subject tender.
- i. Authorization / **Power of attorney** on the person signing the bid.
- j. **A complete set of tender documents, its amendments/addendum and clarifications, if any, signed and stamped by the authorized signatory.**

B. ENVELOPE: II (PRICE BID)

Documents **to be submitted Online** (i.e. duly signed, stamp and scanned copy) as follows:

Upload the following in Finance Cover/Envelope on the portal.

- 1) Price Schedule-Schedule of Items/Bill of Quantity as per Section-II.
- 2) BOQ in Excel Format

C. GTE conditions:

- i. Bidders are required to certify their full compliance to all the provisions of Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda /Errata, if any, issued by the Employer by accepting the GTE Condition in attachment 13 of Section VII.

13. **Pre-Bid conference:** Not applicable

14. The laws applicable to the contract shall be the law in force in India. The courts of Chennai alone shall have the exclusive jurisdiction in all matters arising under the contract.

15. Address for Communication:

Sr. Manager/AGM (C&M)
NTPC Tamilnadu Energy Company Limited
Vallur Thermal Power Project,
Kuruvimedu Village, Ponneri Taluk ,
Vellivayal Chavadi Post ,
Thiruvallur District, Chennai - 600103.

Contact Persons:

Mrs. V.C.Kamalayathatchi
Sr.Manager(C&M),
Email: vckamal@ntpc.co.in
Telephone No: 04427926514

or

Jaideep,
DGM (C&M),
Email: jaideep@ntpc.co.in
Telephone No: 044-27926507

SECTION – II

INSTRUCTION TO BIDDERS (ITB)

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INSTRUCTION TO BIDDERS

PART A – GENERAL

1.0 INTRODUCTION

1.1 NTPC Tamilnadu Energy Company Limited, (hereinafter called “NTECL” or “Employer”), wishes to receive bids for the Package named in NIT/IFB/Tender Enquiry.

1.2 Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder / Tenderer, Bidding/Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer / NTECL; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in- Charge / Engineer; Amendment/Corrigendum; Schedule of Quantity/Bill of Quantity (BOQ), appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.

2.0 SOURCE OF FUNDS

Expenditure under this package is intended to be funded from internal resources and/ or borrowings by the Employer.

3.0 CONFLICT OF INTEREST

3.1 Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture or consortium, if so permitted in the Bidding Documents. A Bidder who submits or participates in more than one bid in this bidding will be disqualified from the bidding.

3.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates that has been engaged by the Employer to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the execution of Works under this Invitation for Bids.

4.0 BIDDER'S SITE VISIT

4.1 The Bidders are advised to visit the Site to familiarize themselves with the nature and quantum of work and site condition and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

4.2 The Bidder is advised to visit and examine the site where the work is to be executed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the facilities. The costs of visiting the site shall be borne by the bidder fully.

4.3 The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.

PART B - BIDDING DOCUMENTS**5.0 CONTENT OF BIDDING DOCUMENTS**

5.1 The set of Bidding Documents issued for the purpose of bidding includes one set of the following, which should be read in conjunction with amendments, if any, issued in accordance with ITB Clause 8.0 below.

Section

I	Invitation for Bids (IFB)/Tender Enquiry/Notice Inviting Tender (NIT)
II	Instructions to Bidders (ITB)
III	General Conditions of Contract (GCC)
IV	Special Conditions of Contract (SCC)
V	Technical Specifications and Bid Drawings
VI	Schedule of Quantities (SOQ) / Bill of Quantities (BOQ)
VII	Forms and Procedures

5.2 The Bidder is expected to examine all instructions, forms, terms, conditions and specifications in the Bidding Documents, before submission of his bid. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of such bid.

5.3 Qualifying Requirements, if applicable

The qualifying requirements for the tender are specified in the NIT/Tender enquiry.

5.4 Documents in support of meeting Qualifying Requirements

Bidders are required to submit documents to satisfactorily establish their meeting the Qualifying Requirements stipulated in the tender.

Bidders are required to furnish the details of the past experience like authentic Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per format at Attachment 3. ***These references shall only be considered to ascertain the bidder's compliance to Qualifying Requirement (QR).*** No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements pertains to the work executed by Bidder for NTECL in the past, then in respect of such Work Orders/Purchase Orders/Letter of Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.

i) After issuance of IFB/ NIT, Employer shall issue a communication separately to prospective bidders, who have been considered qualified meeting similar Technical QR in another tender in the past, stating that while submitting their bid, they are not required to submit the details/ documents pertaining to reference plants/ works/ past experiences in support of meeting Technical QR to the extent mentioned in the communication.

In case the bidder who has been issued such communication from the Employer, intends to seek qualification under the same clause/ route (along with the same Associate/ Collaborator/ JV partner/ Consortium partner, if applicable) as mentioned in such communication, then such bidder shall not be required to submit details/ documents pertaining to reference plants / works / past experiences in support of meeting Technical QR while submitting their bid.

Such bidder shall be required to declare in Attachment-3A (Attachment seeking Bidder's Technical Qualification Detail) that they have received communication from the Employer and are not required to submit details/ documents pertaining to reference plants/ works/ past experiences for meeting Technical QR.

However, the bidder shall be required to submit any other details pertaining to Technical QR such as applicable Deed of Joint Undertakings/ Joint Venture Agreements/ Technology Transfer Agreements etc. (as applicable).

ii) In case such bidder, who has been issued above communication from Employer, wishes to seek qualification under a different clause/ route of QR and/ or with the support of a different Associate/ Collaborator/ JV partner/ consortium partner, then the bidder shall be required to furnish the requisite details pertaining to reference plants/ works along with supporting documents as sought in the bidding documents. In such a case, communication issued by the Employer as mentioned above shall not be considered applicable.

iii) All other bidders, who are required to submit the details of the past experiences, shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA)

Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.

Such bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Appendix . . . to Attachment-3A (Undertaking from Statutory Auditor) and/ or Appendix . . . to Attachment-3A (Undertaking from TPIA). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA.

~~iv) In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the following TPIAs:~~

~~1) Société Générale de Surveillance / SGS India Pvt. Ltd. (SGS)~~

~~2) Gulf Lloyds Industrial Services (India) Pvt. Ltd. (GLISPL)~~

~~3) International Certification Services (ICS)~~

~~4) TÜV Rheinland (India) Pvt. Ltd.~~

~~5) TÜV SÜD South Asia Pvt. Ltd.~~

~~6) TÜV India Pvt. Ltd. (TÜV Nord Group)~~

~~7) Intertek India Pvt. Ltd. 8) Moody International (India) Pvt. Ltd.~~

~~9) RINA India Pvt. Ltd.~~

~~10) Competent Inspectorate and Consultants LLP~~

~~The following website may be referred for contact details of above ten (10) TPIAs:
http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php~~

~~Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.~~

v) The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified & certified by their Statutory Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. Employer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Statutory Auditor.

5.4.1 Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format which shall be additionally attached. However, **bidders are not permitted to indicate more than 3 (three) times the reference documents like Work Orders/Purchase Orders/Letter of Awards/Contract Agreement, client certificates etc. for each Qualifying Requirement criteria specified in the tender.**

Bidders shall certify their compliance on "Qualifying Requirements" by accepting the following General Technical Evaluation (GTE) condition:

"Do you certify full compliance on Qualifying Requirements?"

Acceptance of above attribute shall be considered as bidder's confirmation to the following conditions:

(a) The number of reference Plants/Orders quoted by Bidder in Attachment- 3 of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified above.

(b) The reference Plants/ Orders/ declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified in NIT/Tender Enquiry shall not be considered for evaluation/establishing compliance to Qualifying Requirements.

(c) No change or substitution in respect of reference Plants/Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder.

5.5 Bid Drawings

The Bidder is requested to refer the Technical Specifications for the provisions in this regard.

6.0 CLARIFICATION OF BIDDING DOCUMENTS

A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.

EMPLOYER will post the Clarifications under Clarification/Corrigendum tab at e-tender website. Bidders can view these clarifications.

Bidders are advised to regularly check under Clarification/Corrigendum tab regarding posting of clarification, if any.

Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the GeM portal.

Further, no queries from Bidders shall be entertained after last date of receipt of Queries/ Pre-Bid Conference (if applicable) as specified in IFB. Accordingly, any query (ies) received from Bidders after the cut-off date shall not be considered and bidders to submit the bid based on the bidding documents (and amendments/ Errata/ Clarifications etc. thereof) issued.

7.0 PRE-BID CONFERENCE *(If specified in the NIT/Tender Enquiry)*

7.1 Employer at its discretion may organize a pre-bid conference with the prospective Bidders. The purpose of the conference will be to clarify the package related issues and to respond to the Bidder's queries, which may arise from the Bidding Documents, site visit etc. The Employer will give a notice of the pre-bid conference to the Bidders at least seven (7) days prior to the said pre-bid conference unless otherwise fixed or informed in the IFB/NIT.

7.2 The Bidders are required to submit their questions/ clarifications/queries etc. in writing including by way of email from the registered email Id so as to reach the Employer at least three days before the pre-bid conference. It may not be practicable at the conference to answer the questions which are received late.

7.3 Record notes of the pre-bid conference including the Employer's response to the queries raised by the Bidders in writing may be prepared and transmitted to all the prospective Bidders by the Employer. Further, any modification to the Bidding Documents which may become necessary as a result of the pre-bid conference shall be made by the Employer exclusively through an amendment to the Bidding Documents. The record notes of the pre-bid conference shall not be treated as amendment to the Bidding Documents.

7.4 Non-attendance of the pre-bid conference will not be a cause for disqualification of a Bidder or his bid.

8.0 ADDENDA/ ERRATA / CORRIGENDA/ AMENDMENTS TO BIDDING DOCUMENTS

At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

The corrigendum/amendment will be posted in the tender on the GeM portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.

To give prospective Bidders reasonable time to take the amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.

PART C - PREPARATION OF BID

9.0 COST OF BIDDING

9.1 The Bidder shall bear all costs associated with the preparation and submission of his bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

10.0 LANGUAGE OF BID AND UNITS OF MEASURE

10.1 The bid and all correspondence and documents relating thereto exchanged by the Bidder and the Employer shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an appropriate translation of pertinent passages into English, in which case, for the purpose of interpretation of the bid such translations shall govern.

10.2 The units of measurement shall be metric system of measures, unless otherwise specified elsewhere.

11.0 DOCUMENTS COMPRISING THE BID

11.1 The bid submitted by the Bidder shall interalia comprise of the following documents:

- a) Bid Form duly completed and digitally signed by the Bidder using Class II/III digital signatures, together with all Attachments identified in ITB Sub-Clause 11.2 below.
- b) Online Schedules of Quantities duly completed.

11.2 Bidding procedure shall be as specified in the NIT/SCC.

11.3 Bidder shall submit with his bid the following attachments:

11.3.1 ENVELOPE-I: TECHNO-COMMERCIAL BID

Bid Form duly completed and signed by the Bidder, together with following Attachments:

*(a) **Attachment 1: Earnest Money Deposit** (If specified in the NIT/Tender Enquiry)*

(To be given offline in physical form and copy to be uploaded in Fee Cover/Envelope on the portal)

Earnest Money Deposit shall be furnished in accordance with ITB Clause 14.0 in a separate sealed envelope in case paid in modes other than on-line payment. Bid not accompanied by the requisite Earnest Money Deposit in a separate sealed envelope, or bid accompanied by Earnest Money Deposit of insufficient value, shall not be entertained and in such case, the bid shall not be opened and rejected pursuant to ITB Sub-Clause 14.4.

*(b) **Attachment 2: Authority to Sign the bid** (To be given offline in physical form and copy to be uploaded in Pre-Qual/Technical Cover/Envelope on the portal)*

The Bidder shall furnish the following to check that the person(s) signing the bid has/have the authority to sign the bid and thus establish that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause No.13.

- i) In case of Sole Proprietorship Concern/Partnership Firm, Specimen signature of the Proprietor/all the partners duly attested by a scheduled Bank or First Class Magistrate.
- ii) In case of Private Limited Companies, Copy of Power of Attorney issued by Competent Officer under the common seal of the Company, authorising the person to sign the bid/ execute contracts/agreements etc duly notarised
- iii) In case of Public Limited Companies and Statutory Corporations, Board resolution authorising the Executive to sign the bid/ contracts/agreements and affix common seal thereon in accordance with the provisions of Article of Association of the Company OR Power of Attorney issued by Competent Officer under the common seal of the Company authorising the person to sign the bid/ execute contracts/agreements etc.

- iv) In case of Joint Venture/Consortium, Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

(c) Attachment 3: Bidder's Qualifications

Documentary evidence establishing that the Bidder meets the Qualifying Requirements stipulated in the NIT/IFB including the following shall be furnished in Attachment-3 to the bid:

(A) Legal Status of the Company

1. In case of Sole Proprietorship Concern

- i) The full name of an individual proprietor, his/her parentage, documentary proof of his/her age, permanent address and present postal address/ contact details.
- ii) A deed of declaration by the Proprietor, that no other individual or company has any share in the concern.

2. In case of Partnership Firm

- i) Certified photocopy of the Partnership Deed, with upto date amendments (if any).
- ii) Registration certificate issued by the Registrar of Companies concerned, if any.
- iii) In case of change in the constitution of the firm due to retirement or death or addition of an incoming partner, photocopy of Deed of Dissolution, fresh registration Certificate and the fresh / extant Partnership Deed, as applicable.

3. In case of Private Limited Companies

- i) Certified to be true and upto date amended copy of Memorandum and Articles of Association of the Company.
- ii) Certificate of incorporation of the Company.
- iii) Board resolution authorising the Executive Director(s) to sign the bid/ execute contracts/agreements etc. and affix common seal thereon in accordance with the provision of Articles of Association of the Company.

OR

Original Power of Attorney issued by Competent Officer under the common seal of the Company, authorising the person to sign the bid/ execute contracts/agreements etc.

4. In case of Public Limited Companies and Statutory Corporations.

- i) Certified to be true copy of Memorandum and Articles of Association of the Company and/or the relevant Statute/Act.
 - ii) Certificate of Incorporation of the company - In case of public limited Co. only.
 - iii) Certificate of Commencement of Business - In case of public limited Co. only.
 - iv) Board resolution authorising the Director(s)/ Executive Director(s) to sign the bid/ contracts/agreements and affix common seal thereon in accordance with the provisions of Article of Association of the Company.
- OR
- v) Original Power of Attorney issued by Competent Officer under the common seal of the Company authorising the person to sign the bid/ execute contracts/agreements etc.

5. In case of Consortium/ Joint Venture bid (if applicable)

- i) The information listed in Qualifying Requirements in Bidding Data Sheet shall be submitted for each Joint Venture or Consortium partner.

ii) The bid, shall be signed so as to be legally binding on all partners;
iii) One of the partners shall be nominated as being in charge and shall be designated as leader; this authorisation shall be evidenced by submitting with bid, a power of attorney signed by legally authorised signatories of all the partners;

iv) The leader shall be authorised to receive instructions for and on behalf of any and all partners of the Joint Venture/Consortium.

The entire execution of the contract shall be done by Joint Venture/Consortium. The records of execution of work by Partners of Joint Venture/Consortium shall be kept at site.

The bidder shall open a Bank Account at site in the name of Joint Venture/Consortium and the Employer shall release all the payment into that account.

v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a relevant statement to this effect shall be included in the authorisation mentioned under (iii) above as well as in the Bid Form and in the Agreement (in the case of a successful bid) and;

vi) Original Joint Venture / Consortium Agreement entered into by the Joint Venture or Consortium partners shall be submitted with the bid. The Joint Venture or consortium Agreement shall clearly specify the work and responsibility of each partner.

vii) Satisfactory evidence of authority of the person signing on behalf of the Bidder shall be furnished with the bid.

viii) A copy of the Partnership Deed/Memorandum of Association/Certificate of incorporation of the prime bidder and all the Joint Venture Partners shall also be enclosed.

(B) Financial Status

In support of meeting the financial criteria specified in the Qualifying Requirements stipulated in the NIT/IFB/Tender Enquiry, the following documents shall be furnished with the bid:

1. Audited Financial results of preceding 3 financial years or Balance Sheet and Profit & Loss account statement of preceding 3 financial years duly certified by a Chartered Accountant.
2. Solvency Certificate from Bankers, issued not earlier than fifteen (15) days prior to the scheduled date of bid opening of the Package, if asked for in the NIT/Tender Enquiry.

(C) Proof of Execution of Works

In support of meeting the work execution requirements specified in the Qualifying Requirements stipulated in the NIT/IFB/Tender enquiry, the documents shall be furnished in line with clause no. 5.4

(D) Other requirements specified in the Qualifying Requirements.

In support of meeting the other requirements specified in the Qualifying Requirements stipulated in the NIT/IFB/Tender enquiry, the documents specified in the SCC shall be furnished with the bid.

The documentary evidence of the proposed sub-contractor's qualifications against the sub qualifying requirements if so specified in the bidding documents shall also be furnished in Attachment - 4. - See Sub-Clause (d) below.

Notwithstanding anything stated above, the Employer reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder / his Collaborator(s) / Associate(s) / Subsidiary(ies) / Group Company(ies) to perform the Contract, should the circumstances warrant such assessment in the overall interest of the Employer.

The physical assessment shall include but not be limited to the assessment of the office/facilities/banker's/reference works by the Employer. A negative determination of such assessment of capacity and capabilities may result in the rejection of the Bid.

The above right to undertake the physical assessment shall be applicable for the qualifying requirements stipulated in the bidding documents.

d) Attachment 4: Subcontractors Proposed by the Bidder (if Permitted)

Not Applicable

e) Attachment 5: Equipment/ Machinery deployment Schedule

The Bidder shall indicate in Attachment-5 to the bid the quantum and schedule of the equipment/ machinery/ lab equipment etc. he proposes to deploy for the Work under this bid.

f) Attachment 6: Not Applicable

g) Attachment 7: Electronic Fund Transfer (EFT) Authorisation Form

Authorisation Form for release of payments through Electronic Fund Transfer System shall be furnished in Attachment-7 to the bid.

h) Attachment 8: Details of PF, ESI, PAN and GSTIN Registration

(i) Attachment 9: GST declaration

(j) Attachment 10: Technical details & data sheets, drawings, compliance to scope of work etc. if applicable

(k) Attachment 11: Indemnity bond (If applicable, to be uploaded along with price bid)

The bidder shall essentially provide details under Declaration of local content for the bid as applicable specified under "Preference to Make in India and granting of purchase preference to local suppliers" in Special Conditions of Contract (Section V) to be submitted along with price bid.

(l) 'NIL' Deviations Certificate (To be accepted online under GTE)

No deviation, whatsoever, is permitted by the Employer to any provisions of Bidding Documents.

The acceptance of above is an attribute of the on line Bid Invitation and the Bidders are required to confirm acceptance of the same by accepting the following condition:

"Do you certify full compliance to all provisions of Bid Documents?"

Acceptance of above condition shall be considered as bidder's confirmation to the following:

(i) The provisions of Bidding Documents read in Conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) are acceptable and no deviation has been taken in this regard.

(j) Any deviation to Bidding Documents and its subsequent Amendment(s)/ Clarifications(s)/ Addenda/ Errata/ Minutes of Clarification Meeting (if any) as mentioned at (a) above found anywhere in Price Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which the Earnest Money Deposit shall be forfeited.

(m) Declaration on Qualifying Requirements (To be accepted online under GTE)

Declaration by the Bidder towards compliance on "Qualifying Requirements" by accepting the condition in the on-line Bid.

"Do you certify full compliance on Qualifying Requirements"

Acceptance of above condition shall be considered as bidder's confirmation to the following:

(i) The number of reference Plants/Orders quoted by Bidder in Attachment- 3 of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified above.

(j) The reference Plants/ Orders/ declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified above shall not be considered for evaluation/establishing compliance to Qualifying Requirements.

(k) No change or substitution in respect of reference Plants/Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder.

(n) Declaration on Banning Policy (To be accepted online under GTE)

Declaration to the effect that the Bidder shall abide by Banning Policy of the Employer displayed on NTECL's website <http://www.ntpcntecjv.co.in> indicating his compliance to the provisions of ITB Sub- Clause 32 to be furnished by accepting the following GTE condition:

"Do you accept Withholding and Banning of Business Dealing Policy of NTECL"

(o) Declaration on Fraud Prevention Policy (To be accepted online under GTE)

Declaration to the effect that the Bidder shall abide by Fraud Prevention Policy of the Employer displayed on NTECL's website <http://www.ntpcntecjv.co.in> indicating his compliance to the provisions of ITB Sub-Clause 29 to be furnished by accepting the following GTE condition:

"Do you accept the Fraud Prevention Policy of NTECL".

Note:

l) Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.

11.3.2 ENVELOPE-II: PRICE BID

In the Bill of Quantity (BOQ) provided, the bidder shall quote the prices, taxes etc. as asked for in the BOQ. The filled Bill of Quantity (BOQ) is to be uploaded in the Finance Cover/Envelope on the portal.

11.4 Filling the information in the attachments with answers like “shall be given later” “or” “shall be mutually discussed and finalised” or “information already submitted at the time of enlistment” etc. shall not be accepted. Even if the information required in the attachments has been given in response to any other recent invitation for bids of the Employer or in some other reference, it is mandatory for the Bidder to give the information along with his bid as asked for. Noncompliance with the above or leaving the attachment(s) blank may lead to the rejection of the bid. The information furnished by the Bidder should be consistent, correct and true. The Employer reserves the right to verify the information given and if found incorrect, the bid may be rejected.

11.5 A conditional Price Bid shall run the risk of rejection.

11.6 Price Bid should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price Bid.

12.0 BID PRICES AND PRICE BASIS

12.1 Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities on a “single responsibility” basis such that the total bid price covers all the Contractor’s obligations mentioned in or to be reasonably inferred from the bidding. Bidders shall give a breakdown of the prices in the manner and detail called for in the BOQ.

12.2 The currency of the bid and currency of payment shall be in Indian Rupees until unless specified otherwise in the SCC.

12.3 The Bidder shall fill in unit rates/prices for all items of Works described in the Bill of Quantity (BOQ). The rates/prices quoted in the Bill of Quantity shall also be deemed to include any incidentals not shown or specified but reasonably implied or necessary for the proper completion and functioning of the specified Works in accordance with the Bidding Documents. Items of the work described in the Bill of Quantity (BOQ) for which no rate or price has been entered therein by the Bidder, shall also be considered as an abnormally quoted item and shall be governed by the relevant provisions of ITB Sub-Clause 23.4.

The successful bidder if awarded the contract shall take sufficient care in moving the plants Equipment and materials from one place to another so that they do not cause any damage to any person or the property of employer or 3rd party including overhead and underground cables/pipelines. In the event of such damage including eventual loss of operation and operation of the plant or services in any plant or establishment as estimated by the employer or adjusted by third party shall be borne by the Contractor.

Note: Amount linked to Safety Aspects / compliance to Safety Rules: 5% of Total amount for Service Portion of the Contract.

An Amount of 5% from each RA bill will be deducted towards compliance of safety provisions by contractor, amount will be released at the end of quarter/ work completion (whichever is earlier) after due certification by EIC and safety in- charge for fulfilment of safety aspects for the reference time period. In case of any deviation or penalty, amount will be deducted as per tender provisions regarding safety compliance.

~~12.4 The rates/amount quoted in the Bill of Quantity (BOQ) shall be inclusive of all taxes, levies, royalty, fees~~

~~etc. except GST as per GCC clause 22.0~~

In the Bill of Quantity (BOQ) provided, the bidder shall quote the prices as asked for in the BOQ.

12.5 The Contractor shall be responsible for payment of any tax levied *on the* 'Works Contract' in accordance with the applicable GST Law or Notification(s) by the State or Central Government or other authorities and rules made there under including amendments, if any.

The Contract Price shall be inclusive of all taxes except GST and shall also be inclusive of any Seigniorage Fee or Royalties or cess or other charges payable on the quarried or mined metal, minerals or minor minerals, as the case may be.

13.0 **BID VALIDITY**

13.1 The Bidder shall keep his bid valid for a period of 180 days from the date of opening of the techno-commercial bid, unless otherwise specified in the SCC, during which period the Bidder agrees not to vary, alter or revoke his bid either in whole or in part.

13.2 In exceptional circumstances, prior to the expiry of the original bid validity period, the Employer may request the Bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A Bidder agreeing to the request will not be permitted to modify his bid, but will be required to extend the validity of his Earnest Money Deposit for the period of the extension.

~~14.0 **BID SECURITY / GUARANTEE / EARNEST MONEY DEPOSIT (EMD) / Tender Fee specified in NIT**~~

~~14.1 The Bidder shall furnish, as part of his bid, a Earnest Money Deposit in the amount as stipulated in NIT/ Tender Enquiry, in a separate envelope superscribed on the top as under:~~

~~**“ORIGINAL EARNEST MONEY DEPOSIT FOR (NAME OF PACKAGE)
SPECIFICATION NO. DUE ON (DATE OF BID OPENING) FROM
..... (NAME OF THE BIDDER).”**~~

14.2 The Earnest Money Deposit (EMD) shall, at Bidders option, be in the form of

1) Electronic Fund Transfer (EFT)

Details for remittance	NTPC Tamilnadu Energy Company Ltd
Beneficiary Account name	
Bank	Union Bank of India
Bank Branch	Gee Gee Emerald, 151, Village Road, Nungambakkam, Chennai - 600034
Bank/Branch IFSC Code	UBIN0905771
Beneficiary's Account number	510341000000563
Purpose	Bid Security/Earnest Money Deposit for Tender
Bank Charges to	Remitter
MICR Code	600026144

~~While carrying out online transfer, Bidders shall ensure to enter “EMD Tender No. Vendor Name” in the Text / Remarks / Reason field. Bidder shall intimate the details of same through email to~~

~~concerned C&M department and also upload the details in the "Fee/SCANNED COPY OF EMD" folder in GepNIC in the following format:~~

~~Declaration for EMD / Tender Fee Deposit Tender No.:~~

~~Vendor Name:~~

~~UTR Reference:~~

~~Amount:~~

~~Date of Transfer:~~

~~Transferor Bank:~~

(Signature of Vendor with Seal)

~~Bid security shall remain valid for a period of forty five (45) days beyond the original bid validity period and beyond any extension of bid validity subsequently requested under ITB sub-clause 13.0.~~

~~OR~~

~~2) Irrevocable Letter of Credit~~

~~OR~~

~~3) A Bank Guarantee from any of the banks specified in the bidding documents provided the required EMD amount is more than ₹1,00,000/- (Rupees One Lakh only)~~

~~For the Bid Security amount up to Rs. 1,00,000/- (Rupees One Lacs only), the Bidders must submit the Bid Security amount through Electronic Fund Transfer (EFT) only. Upon successful e-payment of the Bid Security on the GePNIC portal, an e-receipt shall be generated by the system, a copy of which is to be submitted by the bidder as a part of its bid, in the GeM portal or in a separate sealed envelope, as a proof of e-payment of Bid Security.~~

~~The format of Bid Guarantee (BG) towards EMD shall be in accordance with the proforma prescribed in the bidding documents. The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested. The Bank Guarantee Verification Checklist duly filled in as per format given in the Bidding Documents is also to be submitted. Bidder shall ensure that all the points of check list are replied appropriately.~~

CONFIRMATION OF BGS THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT

~~While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:~~

~~(i) Bank Name : Union Bank of India~~

~~(ii) Branch : Industrial Finance Branch~~

~~(iii) Bank Address : Union Bank Bhavan, 1st Floor, 139, Broadway, Chennai 600108~~

~~(iv) IFSC Code : UBIN0553077~~

~~14.3 Wherever Bids under Joint Venture route are permitted as per Qualifying Requirement in the Bidding Documents, the Earnest Money Deposit of the Joint Venture must be on behalf of all the partners of the Joint Venture.~~

~~**14.4 Any bid not accompanied by an acceptable Earnest Money Deposit in accordance with the aforesaid provisions shall be rejected by the Employer as being non-responsive and shall be rejected without being opened.**~~

~~14.5 In case of Single Stage Single Envelope bidding process, the EMD of all the bidders except recommended/evaluated L-1 bidder shall be returned immediately after finalization of evaluation report/recommendations by Tender Committee (TC) whether the recommendation of TC is for award/negotiation/annulment.~~

~~In case of Single Stage Two Envelope and Two Stage bidding process, the EMD of the Bidders whose Technical Bid has not been found acceptable, shall be returned along with letter communicating rejection of Technical Bid. The EMD of all the Bidders except recommended/evaluated L-1 bidder, whose price bids are opened, shall be returned immediately after finalization of evaluation report/recommendations by the Tender Committee (TC) whether the recommendation of TC is for award/ negotiation/annulment.~~

~~An intimation in this regard shall also be sent to all such bidders, after return of their EMD, through e-tendering system/e-mail by the concerned executive.~~

~~14.6 The Earnest Money Deposit of the successful Bidder to whom the Contract is awarded will be returned when the said Bidder has signed the Contract Agreement pursuant to ITB clause 27.0 and has furnished the required Security Deposit (SD) pursuant to GCC Clause 22.0.~~

~~14.7 The Earnest Money Deposit shall be forfeited in any of the following circumstances without any notice or proof of damage to the Employer:~~

- ~~a) If the Bidder withdraws or varies its bid during the period of Bid validity.~~
- ~~b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause 23.2.~~
- ~~c) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents;~~
- ~~d) In the case of a successful Bidder, if the Bidder fails, within the time limit,
 - ~~(i) to sign the Contract Agreement in accordance with ITB clause 27.0 and/or~~
 - ~~(ii) to furnish the required Security Deposit in accordance with GCC clause 22.0.~~~~
- ~~e) If the bidder / his representatives commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTECL.~~

~~14.8 No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit/ Security Deposit.~~

15.0 WORK SCHEDULE

The entire Work covered under the contract of this bid shall be completed within the time specified in the SCC and further elaborated in the Technical Specifications. The Work shall be performed in time and to achieve the targets, the Contractor shall have to plan adequate mobilization of all resources.

PART D - SUBMISSION OF BID**16.0 SEALING AND MARKING OF BID**

Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable.

16.1 Documents to be submitted (as brought out at ITB clause 11.3.1) shall be sealed and marked in the following manner:

- (i) The Earnest Money Deposit (in case paid in modes other than on-line payment) furnished in accordance with ITB Clause 14 shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-1 : EARNEST MONEY DEPOSIT".
- (ii) The power of attorney furnished in accordance with ITB Clause 11.3.1(b) shall be sealed in a separate envelope duly marking the envelope as "ATTACHMENT-2 : POWER OF ATTORNEY".
- (iii) The deed of joint undertaking (if applicable) as per relevant attachment shall be sealed in a separate envelope duly marking the envelope as "DEED OF JOINT UNDERTAKING".
- (iv) The joint venture/consortium agreement (if applicable) as per relevant attachment shall be sealed in a separate envelope duly marking the envelope as "JOINT VENTURE/CONSORTIUM AGREEMENT".

The envelopes shall then be sealed in an outer Envelope.

16.2 The inner and outer envelopes shall:

- (a) be addressed to the Employer at the address given in the NIT/Tender Enquiry/SCC, and
- (b) bear the Package name indicated in the NIT/Tender Enquiry, the Invitation for Bids number indicated in the NIT/Tender Enquiry, and the statement "DO NOT OPEN BEFORE [date]," to be completed with the time and date specified in the NIT/Tender Enquiry, pursuant to ITB clause 16.

16.3 The inner envelopes shall also indicate the name and address of the Bidder.

16.4 If the outer envelope is not sealed and marked as required by ITB Sub-Clause 16.2 above, the Employer will assume no responsibility for its misplacement or premature opening. If the outer envelope discloses the Bidder's identity, the Employer will not guarantee the anonymity of the bid submission, but this disclosure will not constitute grounds for bid rejection.

17.0 BID SUBMISSION

Bidders are requested to submit offer / proposal as under:

(A) TECHNO-COMMERCIAL BID**(I) OFF-LINE BID (PHYSICAL BID)**

Envelope-1... marked as 'EMD/Bid Security'

- a) EMD form in case paid online
- b) Attachment 1 : Earnest Money Deposit, in case paid in modes other than on-line payment
- c) Attachment 2 : Authority to Sign the bid
- d) Attachment 7 : Electronic Fund Transfer (EFT) Form Any other document asked for in the SCC.

(II) ON-LINE BID

(i) Acceptance of conditions of GTE

Following conditions specified in the GTE:

- a) Compliance to All Provisions of Bidding Documents (NIL Deviation Certificate)
- b) Compliance on Qualifying Requirement
- c) Acceptance of NTECL Fraud Prevention Policy
- d) Declaration on Banning Policy
- e) Confirm that you are a LOCAL SUPPLIER and the LOCAL CONTENT included in SCOPE OF SUPPLY FOR ALL QUOTED ITEMS (Item-wise Evaluation) OR COMPLETE SCOPE OF SUPPLY (Package-wise Evaluation) meet the MINIMUM LOCAL CONTENT requirements of the Tender.
- f) Certify full compliance to Restrictions on Procurement from Bidder of a Country which shares a land border with India as per clause no. 33 of tender documents

Bidders may note that above GTE conditions are mandatory and without accepting the same they shall not be accepted.

Any other condition, if mentioned in GTE, requiring any confirmation/information are to be ticked/filled up suitably.

(ii) Upload the following in FEE Cover/Envelope

- a) Attachment 1: Earnest Money Deposit (scanned copy)
- b) Cost of Bidding/Tender Documents as specified in NIT.

(iii) Upload the following in Pre-Qual/Technical Cover/Envelope Bid Form along with following attachments

- a) Attachment 2: Authority to sign the bid (scanned copy)
- b) Attachment 3: Bidders Qualification Documents
- c) Attachment 4: Subcontractors, (NOT applicable)
- d) Attachment 5: Equipment/Machinery Deployment Schedule
- e) Attachment 7: Electronic Fund Transfer (EFT) Form

- f) Attachment 8: Details along with Copy of PF and ESI registration, PAN and GSTIN. In case GSTIN is not specified, it shall be considered that the bidder is an unregistered dealer.
- g) Attachment 9: GST declaration
- h) Attachment 10: Technical details & data sheets, drawings, compliance to scope of work etc.
- i) Attachment 11 : Indemnity bond ,if applicable

Any other document asked for in the SCC/Technical specifications also to be uploaded in Pre-Qual/Technical Cover/Envelope.

(B) PRICE BID

In the Bill of Quantity (BOQ) provided, the bidder shall quote the prices; taxes etc. as asked for. The filled Bill of Quantity (BOQ) is to be uploaded in the Finance Cover/Envelope on the portal..

As per ITB clause 32.0, If applicable as mentioned in SCC, "Declaration of local content" as mentioned in Attachment 11 of standard forms shall also be uploaded

The on-line bid is to be digitally signed using a valid Class II/III digital certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India, failing which the bid shall be rejected.

18.0 DEADLINE FOR SUBMISSION OF BID

18.1 Bid must be received by the Employer at the address referred in the NIT/Tender Enquiry/SCC, no later than the time and date stated in the NIT/Tender Enquiry.

18.2 The Employer may, in exceptional circumstances and at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 8.0 above, in which case all rights and obligations of the Employer and the Bidders previously subject to the original deadline shall thereafter be subject to the deadline as extended.

19.0 LATE EARNEST MONEY DEPOSIT

Any Earnest Money Deposit (or extension thereof) and/or Integrity Pact bid received by the Employer after the bid submission deadline prescribed by the Employer, pursuant to ITB Clause 18, will be rejected and returned unopened to the Bidder.

20 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF BID

20.0 Bidders are requested to submit the bids on-line on GeM portal.

20.1 Bids shall be hosted / uploaded and submitted on the GeM portal by the date & time specified in the NIT/Basic data of the Tender in the GeM portal.

20.2 Bid Modification and withdrawal: The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.

No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit , pursuant to ITB Clause 14.7(a) above.

20.3 No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period.

Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14.7(a) above.

PART E - BID OPENING AND EVALUATION

21.0 BID OPENING

The bids will be opened at the time, date and location notified in the NIT/IFB/Tender Enquiry in the presence of the Bidder's authorised representatives (not exceeding two per Bidder) who choose to attend. All important information's and any such other detail, as may be considered appropriate by the Employer will be read out during the bid opening.

21.1 Techno-Commercial Bid Opening

21.1.1 The Employer will first open Techno-Commercial Bid in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the Bid Data Sheet. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.

21.1.2 In case requisite bid security pursuant to ITB Clause 14, are not submitted before the stipulated bid submission closing date and time then Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.

21.1.3 The Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately by EMPLOYER after completion of evaluation of Techno-Commercial Bids.

21.2 Price Bid Opening

21.2.1 After the evaluation process of Techno-Commercial bid is completed, Employer will inform in writing the eligible Bidders regarding date, time and venue set for the opening of Price Bid. Bidders, whose Techno-Commercial Bid is not substantially responsive, shall also be informed in writing and their Price bid will be rejected and shall not be opened and their bid security shall be returned prior to opening of Price Bid.

21.2.2 Price bids of those Bidders, who have been considered qualified and whose Techno- Commercial Bid found to be responsive, will be opened online in presence of the Bidder's authorized representatives who choose to attend.

21.2.3 The participating bidders will be able to view the bid prices of all the bidders at e-tender portal after online opening of Price Bids by Employer.

22.0 CLARIFICATION OF BIDS

Bidder's attention is drawn that during the period, the bids are under consideration, the Bidder is advised to refrain from contacting by any means, the Employer and/or his employees/representatives on matters related to the bids under consideration and that if necessary, the Employer will obtain clarifications from

the Bidder in writing. Any effort by a Bidder to influence the Employer's processing of bids or award decisions will result in the rejection of the Bidder's bid.

During the bid evaluation the Employer may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to only the Work Orders/Purchase Orders/Letter of Awards/Contract Agreements declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/Bidding Documents. The request for clarification and the response shall be in writing and no change in the price or substance of the bid including substitution of reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements in the bid by new/additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements for conforming to Qualifying Requirement shall be sought, offered or permitted.

23.0 EVALUATION AND COMPARISON OF BIDS

23.1 BID EVALUATION

23.1.1 For order preference, MSE guidelines mentioned in ITB Clause 31.0 read in conjunction with ITB Clause 32.0 "Preference to Make in India and granting of purchase preference to local suppliers" mentioned in Annexure-I to ITB, shall be applicable as mentioned in Special Conditions of Contracts (SCC)

23.1.2 EVALUATION OF TECHNO-COMMERCIAL PROPOSALS INCLUDING QUALIFICATION DATA

The Employer will initially determine whether each Techno-Commercial bid is of acceptable quality, is generally complete and is substantially responsive to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; or (ii) that limits in any substantial way, inconsistent with the Bidding Documents, the Employer's rights or the Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.

23.1.2.1 Compliance with the provisions of the bidding document

No deviation, whatsoever, is permitted by the Employer to the provisions of Bidding Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration. Bidders are required to certify their full compliance to the complete Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata if any, issued by the Employer by accepting the following attribute at GeM portal:

"Do you certify full compliance to all provisions of Bid Doc?"

Acceptance of above attribute shall be considered as Bidder's confirmation that any deviation to the any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the bid shall be rejected and bid security shall be forfeited.

23.1.2.2 The Employer's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

23.1.2.3 The Employer, by the examination of Techno-Commercial Proposal, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying

requirements stipulated in the Bid Data Sheet. The determination will take into account the bidder's financial and technical capabilities, in particular its contracts, works in hand, future commitments and current litigation. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder in Attachment-3 to the Bid Form as well as such other information as the Employer deems necessary and appropriate. The bidder shall furnish required information promptly to the Employer. The Employer will shortlist the Bidders meeting the stipulated Qualifying Requirements.

23.1.2.4 An affirmative determination will be a prerequisite for opening of Price Proposal. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event the earlier submitted Price Bid of the Bidder shall not be opened.

23.1.2.5 The capabilities of the vendors and subcontractors, proposed in Attachment-4, may also be evaluated for acceptability. Should a vendor or subcontractor be determined to be unacceptable, the Bidder will be required to substitute an acceptable vendor or subcontractor without any change in the Contract price.

23.1.2.6 The Employer will then carry out the evaluation of Techno-Commercial Proposals (of the qualified bidders shortlisted as above) on the basis of their responsiveness to the scope of services, Technical Specification and other terms and conditions specified in the Bidding Documents to ascertain whether Techno-Commercial bid is generally complete, whether required securities have been furnished, whether documents have been properly signed, whether bids are generally in order and are substantially responsive.

23.1.2.7 The Employer will carry out a detailed evaluation of Techno-commercial Bids in order to determine to be substantially responsive whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:

(a) Overall completeness and compliance with the Technical Specifications and tender Drawings; and quality, function and operation of any process control concept included in the bid. The bid that does not meet acceptable standards of completeness, consistency and detail will be rejected for non- responsiveness.

(b) Any other relevant factors listed in the General Conditions of Contract, Special Conditions of Contract and Instruction to Bidders, or that the Employer deems necessary or prudent to take into consideration.

(c) Functional Guarantees of the facilities as specified in Tender documents if any.

23.1.2.8 Bidder may note that deviations, variations and additional conditions etc. or any mention contrary to the bidding documents read in conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) found anywhere in the Techno-Commercial and/or, Price Bid, implicit or explicit shall not be given effect to in evaluation and the same shall stand unconditionally withdrawn by the bidder without any cost implication to the Employer; failing which the bid security shall be forfeited.

23.1.3 OPENING OF PRICE PROPOSAL AND EVALUATION

23.1.3.1 After the evaluation process of Techno-Commercial bid is completed, Employer will inform in writing the eligible Bidders regarding date, time and venue set for the opening of Price Bid. Bidders, whose Techno-Commercial Bid is not substantially responsive or does not meet the Qualification Requirements set forth in the bidding documents, shall also be informed in writing and their bid will stand rejected, a price bid shall not be opened and their bid security shall be returned in accordance with ITB clause 14.5.

23.1.3.2 Price Proposals of those Bidders, whose Techno-Commercial Proposal found to be substantially responsive, will be opened in presence of the Bidder's authorised representatives (not exceeding two per Bidder) who choose to attend. All important information and any such other detail, as may be considered appropriate by the Employer will be read out during the bid opening.

23.1.3.3 The Employer will determine whether the Price Proposals are complete, (i.e. whether they have taken into account cost of all services/items of the corresponding Techno- Commercial proposals, if not, the Employer will add cost of the same to the initial price) and correct any computational errors.

~~23.1.3.4 Arithmetical errors in the Price Proposals will be rectified on the following basis:~~

~~If on check there are found to be differences between the rates/prices given by the Bidder in words and figures or in the amount worked out by him in each section of the Schedule of Quantities and in the Grand Total of all the sections of Schedule of Quantities, the same shall be adjusted in accordance with the following rules:~~

~~a) In the event of a discrepancy between description in words and figures in respect of item rates quoted by a Bidder, the description in words shall prevail.~~

~~(b) In the event of an error occurring in the amount column of Schedule of Quantities as a result of wrong extension of the quantity and the unit rate, the unit rate shall be regarded as firm and extension shall be amended on the basis of the unit rate.~~

~~(c) All errors in totalling in the amount column and in carrying forward totals shall be corrected.~~

~~(d) The totals of various sections of Schedule of Quantities amended shall be carried over to the General Summary and the bid sum amended accordingly. The bid sum so altered shall, for the purpose of bid, be substituted for the sum originally bid and considered for evaluation and comparison of the bids and also for acceptance of the bid, instead of the original sum quoted by the Bidder.~~

23.1.3.5 The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document. The Employer's evaluation of a bid will also take into account the GST specified by the Bidder in its Bid (applicable on the items of Works described in Schedule of Quantity), which will be added to each Bidder's bid price to arrive at an "Evaluated Bid Price".

23.2 **Abnormally High or Low Rated Items**

If the rates/prices quoted by the successful bidder for certain items of the Bill of Quantities (wherever such rates/prices have been called for in the bids,) are found to be having a variation of +/-25% or above in relation to Employer's estimate of the cost of work to be performed under the contract, then such items of works shall be identified as abnormally high rate (AHR) or abnormally low rate (ALR)

After evaluation of the rates/prices analysis which includes early cash flow analysis, Employer/NTECL may require the successful bidder to provide a suitable undertaking to execute the items of works including the ALR items and complete the entire work under the contract.

Further, the Employer may invite the successful bidder for discussions/tieups to safeguard the interest of the Employer/NTECL and ensure that the Bidder executes the ALR items of works and completes the entire work under the contract.

23.3 **Post-Qualification**

23.3.1 The Employer will determine to its satisfaction whether the Bidder is qualified to satisfactorily perform the contract, in terms of the Qualifying Requirements (QR) stipulated in NIT/IFB/Tender Enquiry and other criteria detailed elsewhere in the bidding documents.

23.3.2 The determination will take into account the Bidder's capabilities, based upon examination of the

documentary evidence of the Bidder's qualifications submitted by the Bidder in the Attachments — 3 and 4 as well as such other information as the Employer deems necessary and appropriate. The Employer reserves the right to assess the capabilities and capacity of the Bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

23.3.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

23.3.4 The capabilities of the vendors and subcontractors, proposed in Attachment - 4, to be used by the lowest evaluated Bidder, will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a vendor or subcontractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or subcontractor without any change in the bid price, prior to award.

PART F - AWARD OF CONTRACT

24.0 AWARD CRITERIA

Subject to ITB Clause 26.0, the Employer will award the Contract to the Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and whose bid has been adjudged as the lowest evaluated bid, provided that such Bidder has been determined to be qualified to perform the contract satisfactorily as per methodology read in conjunction with ITB Clause 32.0 "Preference to Make in India and granting of purchase preference to local suppliers" mentioned in Annexure-I to ITB

25.0 EMPLOYER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS

Notwithstanding ITB Clause 24.0, the Employer reserves the right to accept, (whole or in part) and the Bidder shall be bound to perform the same at his quoted rate, or reject any bid for any reasons including national defence and security consideration and to annul the bidding process and to reject all bids at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the Employer's action. Decision of Employer shall be final and binding in this regard.

26.0 LETTER OF AWARD

26.1 Prior to the expiration of the bid validity prescribed by the Employer, the Employer will issue a Letter of Award (LOA)/Service Purchase Order to the successful Bidder containing reference of the documents which form the Contract, Scope of Work, Contract Price, period of completion of the Works, terms of payment and other important aspects in consideration of the execution and completion of the Works and the remedying of any defects therein by the Contractor as prescribed by the Contract.

26.2 This Letter of Award/Purchase Order will constitute the formation of the Contract.

26.3 Prior to the expiration of the bid validity prescribed by the Employer, the Employer can issue a Brief Letter of Award (LOA) to the successful Bidder containing reference of the tender, offer and Contract Price. This brief letter of award shall constitute the formation of the Contract.

27.0 SIGNING OF CONTRACT AGREEMENT

27.1 The Successful Bidder/ Contractor shall enter into a Contract Agreement with the Employer within thirty (30) days from the date of Letter of Award or within such other time, as may be desired by the Employer. The Contract Agreement shall be executed on a non-judicial Stamp Paper of appropriate value.

27.2 Manner of Execution of Contract Agreement

- i) Unless and until a formal Contract Agreement is prepared and executed, the Letter of Award/Purchase Order read in conjunction with the Bidding Documents will constitute a binding contract.
- ii) The Contract Agreement shall be prepared by the Employer and signed at the office of the Employer. The Contract Agreement will be signed in two originals and the Contractor shall be provided with one signed original and the other original will be retained by the Employer.
- iii) The Contractor shall provide free of cost to the Employer all the Engineering Data, Drawings and Descriptive Materials submitted as a part of his bid, in at least two (2) copies to form an integral part of the Contract Agreement within twenty-eight (28) days after issuing of Letter of Award/Purchase Order. The Contractor shall further provide for signing of the Contract Agreement as per prescribed proforma enclosed in the Bidding Documents, appropriate Power of Attorney and the requisite stamp papers. All the other documents required for the preparation of the Contract Agreement shall be provided by the Employer.
- iv) Unless and until the Contract Agreement is signed as above, no payments under the Contract as per GCC Clauses entitled 'Payment On Account/Progressive Interim Payments' and 'Time Limit for Submission & Payment of Final Bill' shall be released to the Contractor by the Employer nor any materials shall be issued to the Contractor as stipulated in the Special Conditions of Contract or otherwise agreed to be issued by the Employer.
- v) Subsequent to signing of the Contract Agreement, the Contractor at his own cost shall provide to the Employer with at least one (1) electronic version of the Contract Agreement to the Employer within thirty (30) days of its signing.

28.0 INELIGIBILITY FOR FUTURE TENDERS

28.1 Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified in ITB Sub- Clause 14.7, if a Bidder after having been issued the Letter of Award/ Purchase Order, either does not accept the same or does not sign the Contract Agreement or does not submit an acceptable Initial Security Deposit/Entire Security in line with the provisions of the Contract and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.

28.2.2 If a bidder after opening of tenders where EMD is 'NIL / Not Applicable' or exempted for bidders as per policy guidelines, withdraw its offer within validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from NTECL for 6 months from the date of withdrawal of the bid.

28.2.3 If a bidder after having issued Notification of Award / Purchase order of a package where EMD is 'NIL/Not Applicable' or exempted for bidders as per policy guidelines, either does not accept the Notification of Award / Purchase order or does not Sign Contract Agreement pursuant of ITB clause titled "Signing of Contract Agreement" or does not submit acceptable performance Security pursuant of ITB clause titled "Performance Security" and which result in tender being annulled then such bidder

shall be treated as ineligible for participation in re-tendering of this particular package. Further, such vendor shall also be dealt as per provisions of the policy of Withholding and Banning of Business dealings.

28.3 Contractor Performance Feedback and Evaluation System:

The Employer has in place an established "Contractor Performance and Feedback System" against which the Contractor's performance during the execution of the Contract shall be evaluated on a continuous basis at regular intervals on the following seven parameters.

- * Engineering and QA Capability
- * Finance
- * Supply
- * Construction and Installation
- * Field Quality
- * Safety
- * Claims and Disputes

The Score based feedback formats based on which Contractor's performance shall be evaluated is enclosed at Annexure to GCC.

In case the performance of the Contractor is found unsatisfactory, the Contractor shall be considered ineligible for participation in future tenders for three years.

On completion of the above ineligibility period, the contractor would be required to submit a request to NTPC for participating in future tenders specifying the measures taken to improve their performance. The Contractor may also request for early revocation of suspension after completion of at least two (2) year of the suspension period. On receipt of such request, the performance of the Contractor shall be assessed/re-evaluated by NTPC and if the performance is found to be satisfactory, the Contractor shall be considered eligible for participation in future tenders.

29.0 ADHERENCE TO FRAUD PREVENTION POLICY

The Bidder/Contractor along with its associate / collaborators / sub-contractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention Policy of Employer displayed on its website <http://www.ntpcntcljv.co.in> The Bidder/Contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.

A certificate to this effect shall be furnished by the bidder along with his bid by accepting the GTE condition "Acceptance of Fraud Prevention Policy of NTECL".

If in terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Employer shall be entitled to disqualify the Bidder(s)/ Contractor(s) from the bidding process and forfeit the Earnest Money Deposit. In addition to the above, if the Bidder has committed a fraud such as to put his reliability or credibility into question, the Employer shall be entitled to exclude including blacklist and put the Bidder on holiday for any future tenders/contracts award process.

30.0 DECLARATION UNDER POLICY FOR WITHHOLDING AND BANNING OF BUSINESS DEALINGS

The employer has in place a policy for withholding and banning of business Dealings as displayed on its website <http://www.ntpcnteccljv.co.in>. Business dealings may be withheld or banned with the Bidder/Contractor on account of any default by the contractor under GCC clause 51.3.1 or any of the grounds detailed in the said Banning Policy.

Declaration on Policy for withholding and banning of Business dealings is to be given by accepting the GTE condition "Do you accept Withholding & Banning of Business Dealing Policy".

Acceptance of above GTE condition shall be considered as Bidder's confirmation to the following:

- i) Bidder has read the contents of the Banning Policy of NTECL and in terms of requirement under Banning Policy:
 - a) Bidder has not been Banned/Blacklisted as on date of submission of bid by Ministry of Power or Govt. of India or Govt. of Tamilnadu or NTPC Limited or NTECL
 - b) Bidder has no employed any public servant dismissed/removed or person convicted for an offence involving corruption or abetment of such offences
 - c) Bidder's Director(s)/Owner(s)/Propreitor/Partner(s) have not been convicted by any court of law for offences involving corrupt/fraudulent practices including moral turpitude in relation to business dealings with Government of India or Govt. of Tamilnadu or NTPC Limited or NTECL during the last five years
- ii) Bidder's declaration that if at any point subsequent to award of contract, the declarations given above are found to be incorrect, NTPC TamilNadu Energy Company Limited shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Performance Bank Guarantee/Security Deposit.

31.0 BENEFITS TO MSEs

Benefits to MSEs : Micro and Small Enterprises (MSEs) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006, for goods produced and services rendered, shall be issued the bidding documents free of cost and shall be exempted from paying Earnest Money Deposit.

MSE benefits shall not be applicable to TRADER/DEALER OF GOODS AND ALSO FOR WORKS CONTRACTS as per guidelines of NTECL/NTPC.

Note: Generally, in tenders having Item wise evaluation, splitting is allowed unless otherwise specified in the Special Conditions of Contract (SCC). Further, in tenders having Packagewise evaluation generally splitting is not allowed. **Please refer Special Conditions of Contract for specific tender provisions.**

32.0 Preference to Make in India and granting of purchase preference to local suppliers

Purchase preference shall be given to local suppliers as per general methodology specified inAnnexure-I to ITB appended at the end of this document)

For order preference, MSE guidelines mentioned above in 31.0 read in conjunction with “Preference to Make in India and granting of purchase preference to local suppliers” mentioned in Annexure-I to ITB, shall be applicable

The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.

In case a bidder does not submit the aforesaid (Local Content) declaration or no value is indicated by the bidder or statement/any declaration like ‘later’, ‘to be furnished later’, ‘NA’ etc. are indicated by the bidder, then the bidder shall not be considered as a local supplier and shall not be eligible for any purchase preference. No further claim in this regard shall be entertained by the Employer.

33.0 Restrictions on procurement from a Bidder of a country which shares a land Border with India.

33.1 Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner /Consortium Member/Assignee, wherever applicable) from a country which shares land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in Special Conditions of Contract (SCC). Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, will be eligible to bid only if the bidder is registered with the same competent authority as mentioned in Special Conditions of Contract (SCC). (Definition/Requirement of ToT shall be as specified in DOE OM Ref. No. F.7/10/2021-PPD(1) dated 23.02.2023).

Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.

Further the successful bidder shall not be allowed to sub-contract supplies / services works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SCC.

However, the said requirement of registration will not apply to bidders/subcontractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.

33.2 “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

33.3 “Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement

process.

33.4 “Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” mentioned in para. 33.1 above means;

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial employer is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

33.5 The beneficial owner for the purpose of clause “33.4” above will be as under;

- a) In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:-

- i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;
- b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;
- e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

33.6 An Agent for the purpose of clause “33.4” is a person employed to do any act for another, or to represent another in dealings with third person.

[Note:

- I. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.
- II. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

33.7 Bidders shall certify their compliance to ITB Clause “Restrictions on procurement from a Bidder of a country

which shares a land border with India” by accepting the following attribute at GeM portal:

“Do you certify full compliance on ITB Clause “Restrictions on procurement from a Bidder of a country which shares a land border with India”?”

Acceptance of above attribute shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” and its bid is in compliance to this clause.

In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.

In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be considered as fraudulent practices as mentioned in 5.1 (j) of “Policy & Procedure for Withholding and Banning of Business Dealings” and shall be dealt accordingly.

Note: Please refer Special Conditions of Contract of the bidding document for tender specific provisions as applicable and defined for Preference to Make In India and granting of purchase reference to local suppliers.

34.0 Corrupt or Fraudulent Practices

34.1 Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement/tendering and execution of the contracts. In pursuance of this policy, Employer :

(a) defines, for the purposes of this provision, the terms set forth below as follows :

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement/tendering process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement/tendering process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.

35.0 CONTRACT PERFORMANCE SECURITY / INITIAL CONTRACT PERFORMANCE SECURITY

35.1 Within forty five (45) days from the date of Letter of Award or prior to release of 1st RA bill/Mobilization advance whichever is earlier, the successful Bidder shall furnish to the Employer a Contract Performance Guarantee (CPG) towards faithful performance of the Contract for an amount equivalent to 10% of the Contract Price. Alternatively, the successful Bidder may furnish the Contract Performance Guarantee in two Stages viz. A Contract Performance Guarantee for an amount equivalent to 5% of the Contract Price within forty five (45) days from the date of Letter of Award or prior to release of 1st RA bill/Mobilization advance whichever is earlier, to be followed up with another Contract Performance Guarantee for an amount equivalent to 5% of the Contract Price prior to the scheduled completion of 50% of total scope of work.

35.2 The successful Bidder also has the option to furnish an Initial Contract Performance Guarantee (ICPG) equivalent to a minimum of 2% of the Contract Price within forty five (45) days from the date of Letter of Award or prior to release of 1st RA bill/Mobilization advance whichever is earlier. In case of the successful Bidder who furnishes Initial Contract Performance Guarantee, the Employer shall at the time of making any payment to him for the work done under the Contract, deduct towards the Contract Performance Security an amount equivalent to 10% of the gross bill amount accepted for payment until the total amount of Contract Performance Security so deducted including the amount of Initial Contract Performance Guarantee becomes equal to 10% of the Contract Price.

35.3 The CPG/ICPG shall be in the form of a Bank Guarantee issued by a Bank as per the list enclosed in the Bidding Documents. The format of the said bank guarantee shall be in accordance with the format included in the Bidding Documents.

35.4 While issuing the physical BG(s), the Bidder's Bank shall also send electronic message to Employer's Beneficiary Bank, pursuant to ITB sub-clause titled 'Confirmation of BG through Structured Financial Messaging System (SFMS)/SWIFT'.

ANNEXURE-1 to ITB**Preference to Make In India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers.**

It is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of Goods and Services in India with a view to enhancing income and employment. In this regard, the following guidelines, concerning the procedure to be adopted for granting Eligibility for Participation/purchase preference to local suppliers, are hereby issued:

1.0 Definitions:

a) **'Local content'** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent.

b) **'Class-I local supplier'** means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier'.

'Non-Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier'.

c) **'L1'** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

d) **'Margin of purchase preference'** means the maximum extent to which the evaluated bid price of a 'Class-I local supplier' may be above the L1 for the purpose of purchase preference.

e) **Fraud Prevention Policy** — shall mean the policy related to prevention of fraud displayed on NTECL tender website <http://ntpcnteccljv.co.in>

f) **Policy & Procedure for Withholding & Banning of Business Dealings** — shall mean the policy related to Withholding & Banning of Business Dealings forming part of Bidding Document and same shall be displayed on NTECL tender website <http://ntpcnteccljv.co.in>

2.0 Eligibility for Participation:

Only Class-I local suppliers are eligible to Bid. Bids received (if any) from Class-II Local Supplier / Non Local Supplier shall be out rightly rejected.

3. Minimum Local Content

- The minimum local content for Class-I Local Supplier is 50% and Class-II Local Supplier is 20%.
- Ancillary services such as transportation, insurance, installation, commissioning, training, and after sales service support such as AMC/CMC etc. shall not be considered as local value addition. Bidders offering imported products will fall under the category of Non-local suppliers. Such bidders can't claim themselves as Class-I local suppliers / Class-II local

suppliers by claiming the services such as transportation, insurance, installation, commissioning, training, and after sales service support such as AMC/CMC etc. as local value addition. This clause is applicable in supply contracts & same is not applicable in works, package & service contracts.

5.0 Verification of Local Content:

5.1 The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide, in the Bid Form / relevant Attachment of Techno- Commercial Bid, self-certification / declaration that the Item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier' and shall give details of the location(s) at which the local value addition is made.

5.2 In case the total bid price of the supplier / bidder is in excess of INR 10 crore, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content during execution prior to submission of last bill for payment.

In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration.

5.3 However, if the item(s) offered by Supplier are manufactured in India under license from foreign manufacturers holding intellectual property rights and where there is a transfer of technology agreement, the supplier shall be required to provide, in the relevant Attachment of Techno- Commercial Bid, self-certification / declaration to this effect for availing exemption from meeting the Minimum Local Content requirement.

5.4 False declarations will be dealt in line with the Fraud Prevention Policy and Policy & Procedure for Withholding and Banning of Business Dealings of NTECL.

5.5 In case of false declaration / violation of the provision of PPP-MII Order, if a bidder has been debarred / banned by NTPC/NTECL, then the fact and duration of debarment should be promptly brought to the notice of the Member-Convenor of the Standing Committee (as per para 16 of PPP-MII Order) and the Department of Expenditure through Ministry of Power, GOI.

5.6 A supplier who has been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for evaluation/preference, as applicable, under the aforesaid procedures for duration of the debarment. The 'Class-I local supplier'/ 'Class-II local supplier' shall be required to furnish a confirmation in this regard in the Bid Form/relevant Attachment of Techno-Commercial Bid.

6.0 Local Sourcing

6.1 The Bidder/its Sub-vendors must be Class-I local supplier for Item(s) mentioned at scope of work/ Technical Specifications, as applicable, in case such item(s) are Self Manufactured/Bought-out.

6.2 The Bidder / Contractor are requested to encourage and promote domestic manufacturing and production of goods and services by sourcing goods and services applicable under the contract / package from domestic suppliers / service providers. In this regard, Bidder shall also follow guidelines / advisory issued by Government of India from time to time, to the extent applicable to them, regarding promotion of local sourcing of goods including Bought out Items and services.

SECTION – III

GENERAL CONDITIONS OF CONTRACT (GCC)

OF CIVIL WORKS

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A. CONTRACT AND INTERPRETATION**1. Definitions**

(a) “Employer” / “Owner” / “Company” means the NTPC Tamilnadu Energy Company Ltd (NTECL), Chennai, having Project at Chennai and having its registered office at NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi and shall include their legal representatives, successors and permitted assigns.

(b) “Contract” means the Contract Agreement entered into between the Employer and Contractor, together with contract documents referred therein. The term “Contract” shall in all such documents be construed accordingly and includes special conditions, specifications, designs, drawings, “Schedule of Quantities” with rates and amount. These documents taken together shall be deemed to form the Contract and shall be complimentary to one another.

(c) “Contract Documents” mean the following documents that constitute the Contract between the Employer and the Contractor:

(i) The Contract Agreement along with its appendices

(ii) Letter of Award along with its appendices,

(iii) Special Conditions of Contract

(iv) Technical Specifications and Bid Drawings

(v) General Conditions of Contract

(vi) The Bid and Schedule of Quantities submitted by the Contractor.

(d) “GCC” means the General Conditions of Contract

(e) “SCC” means the Special Conditions of Contract.

(f) “Day” means calendar day of the Gregorian Calendar.

(g) “Week” means a continuous period of seven (7) calendar days.

(h) “Month” means calendar month of the Gregorian Calendar.

(i) The “Contractor” means the individual or firm or company whether incorporated or not, undertaking the Works and shall include its legal representatives, or successors, or permitted assigns.

(j) “Sub-Contractor” shall mean a person or a Corporate body approved by Engineer- in-Charge who has entered into a contract with the Contractor to complete a part of the Works.

(k) The “Contract Sum” / “Contract Price” means:

(i) in the case of Lump Sum Contracts the sum for which the bid is accepted.

(ii) In the case of item Rate Contracts the cost of the Works arrived at after extension of the quantities shown in Schedule of Quantities by the item rates for the various items and summing them to arrive at the total price.

(l) “Engineer-in-Charge” shall mean the person appointed by the Employer or his duly authorized representative who shall direct, supervise and be in charge of the Works for purposes of the Contract.

- (m) "Market rate" means the rate for an item of Work, determined on the basis of the cost of labour, and material brought to Site and incorporated in the Works and for use of plant and equipment for the Work executed plus 10% (ten percent) of the rate to cover all overheads and profits of the Contractor.
- (n) "Schedule(s) of Quantities" shall mean the priced and completed Schedule of Quantities forming the part of the bid or such Schedule of Quantities forming the part of the Contract, as the case may be, with amendments, if any, thereto.
- (o) The "Site" means the land and / or other places on, under, in or through which the Works is to be executed under the Contract including any other land or places which may be allotted by the Employer or used for the purposes of the Contract.
- (p) "Temporary/ Enabling Works" means all temporary works of every kind required in or about the execution, completion or maintenance of the Works.
- (q) "Urgent Works" shall mean any urgent measures which, in the opinion of the Engineer-in-Charge, become necessary during the progress of the Works to obviate any risk of accident or failure or which become necessary for reasons of security and safety.
- (r) "The Works" shall mean the Works to be executed in accordance with the Contract or part(s) thereof as the case may be and shall include all extra or additional, altered or substituted works or temporary/ enabling Works and urgent works as required for performance of the Contract.
- (s) "Cost" shall mean all expenditure reasonably incurred or to be incurred by the Contractor or Employer, as the case may be, whether on or off the Site, including overhead and other charges, but excluding profit.
- (t) Throughout these Bidding Documents, the term "Bid" and "Tender" and their derivatives (Bidder/Tenderer, Bidding/Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Items/Schedule of Quantities/ Bill of Quantities; Employer / **NTECL**; Bid Security /Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing any where in the Bidding Documents shall have the same meaning and are synonymous to each other.
- (u) Goods and Services Tax" or "GST" means taxes levied under the Central Goods and Services Tax Act, Integrated Goods and Services Tax Act, and various State/Union Territory Goods and Services Tax Laws and applicable cesses, if any under the laws in force (hereinafter referred to as relevant GST Laws).
- (v) "Sub-contractor from a country which shares a land border with India" means;
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(w) The beneficial owner for the purpose of clause “v” above will be as under;

a) In case of company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

i. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;

ii. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;

b) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

c) In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;

e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(x) An Agent for the purpose of clause “v” is a person employed to do any act for another, or to represent another in dealings with third person:

[Note: i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.

ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

2. Heading and Marginal Notes to Conditions

Heading and marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.

3. Singular & Plural

Where the context so requires, words importing the singular only will also include the plural and vice versa.

4. Order of the precedence of the Documents

4.1 The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawings, figured dimensions in preference to scale and Special Conditions in preference to General Conditions.

4.2 In the case of discrepancy between Schedule of Quantities, the Specifications and/or the Drawings, the following order of precedence shall govern:

- (a) Description in Schedule of Quantities
- (b) SCC
- (c) Technical Specifications
- (d) Drawings

4.3 If there are varying or conflicting provisions made with in any document forming part of the Contract, the Engineer-in-Charge shall be the deciding authority with regard to the intention of the document.

4.4 Any error in description, quantity or rate in Schedule of Quantities or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.

5. Instructions and Notices under the Contract:

5.1 Subject as otherwise provided in the Contract, all notices to be given on behalf of the Employer and all other actions to be taken on its behalf may be given or taken by the Engineer-in-Charge or any officer for the time being entrusted with the functions, duties and powers of the Engineer-in-Charge by the Employer. All instructions, notices and communications, etc., under the Contract shall be given in writing.

5.2 Contractor's Representative

5.2.1 The Contractor shall appoint its Representative within fourteen (14) days of the date of issuance of Letter of Award or before start of work whichever is earlier and shall request the Employer in writing to approve the person so appointed.

5.2.1.1 The Contractor's representative shall be a regular Employee/ Partner/ Director only and the Contractor shall be required to submit a Power of Attorney in original in favour of its representative. Notarized photocopy of the Power of Attorney shall be acceptable only if the Power of Attorney has been registered by the Contractor. The Employer may verify the photocopy of the Power of Attorney with the Original and the Contractor shall be required to produce the original Power of Attorney for verification, if required by the Employer. The relation of the Contractor's representative with the contractor such as Partner/ Employee/Director etc. should be clearly brought out in the Power of Attorney. The Contractor would be required to submit a documentary proof of the relation of the Contractor's representative with the contractor in the form of self attested copy of any of the following documents:

- a) Previous financial year's Form 16 as available at TRACES site of Income tax department, if the POA holder is an employee of contractor. In case, the Contractor is not able to submit Form 16 (only in case of recent appointment or where Form 16 details are not uploaded at TRACES), the contractor would be required to submit an Appointment Letter/Salary Slip/other documentary evidence of the POA holder along with an affidavit stating the relationship between the POA holder and the Contractor along with. Further, the Contractor shall be required to submit the copy of Form 16 as available through TRACES site for every subsequent year also in respect of the POA holder till the period of authorization.
- b) Articles of Association / Registered Partnership Deed if the POA holder is a partner or stake holder in Company.

5.2.1.2. In case, the Contractor's representative is also doing some other Contract(s)/Work(s) as nominee of the same contractor, the Contractor shall give a declaration citing list of all works where the Contractor's representative is the nominee.

5.2.1.3 If the Employer objects to the appointment giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 5.2.1 shall apply thereto.

5.2.2 The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall communicate and provide to the Engineer-in-charge all the Contractor's notices, instructions, information and all other communications under the Contract.

All notices, instructions, information and all other communications given by the Employer or the Engineer-in-charge to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided. The Contractor or its authorised representative shall be in attendance at the Site(s) during all working hours and shall superintend the execution of the Works with such additional assistance in each trade as the Engineer-in-Charge may consider necessary. Orders given to the Contractor's representative shall be considered to have the same force as if they had been given to the Contractor.

The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Sub-Clause 5.2.1.

5.2.3 The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Engineer-in-charge. Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 5.2.3 shall be deemed to be an act or exercise by the Contractor's Representative.

5.2.4 The Employer may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Employer, may behave inappropriately, may be incompetent or negligent, or may commit a serious breach of the Safety regulations provided under GCC Sub-Clause

10.4.9. The Employer shall provide evidence of the same, whereupon the Contractor shall remove such person from the Facilities.

5.2.5. If any representative or person employed by the Contractor is removed in accordance with GCC Sub-Clause 5.2.4, the Contractor shall, where required, appoint a replacement as per clause 5.2.1.

5.2.6 In case any of the information/declaration/undertaking provided by Contractor/Contractor's representative is found to be false and/or the contractor/Contractor's representative suppresses any relevant information at any stage, the Contractor will be liable for actions in terms of Employer's Banning policy.

5.3 The Engineer-in-Charge shall communicate or confirm the instructions to the Contractor in

respect of the execution of Work in a 'Works Site Order Book' maintained in the office of the Engineer-in-Charge and the Contractor or his authorized representative shall confirm receipt of such instructions by signing the relevant entries in this Book. If required by the Contractor, he shall be furnished a certified true copy of such instruction(s).

6. Laws governing the Contract

6.1 This Contract shall be governed by the Indian laws for the time being in force. The Courts at **Chennai** shall have jurisdiction, in all matters unless otherwise stated in the SCC.

7.0 SETTLEMENT OF DISPUTES

7.1 Mutual Consultation

If any dispute of any kind whatsoever shall arise between the Employer and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Facilities, whether during the progress of the Facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. On reference of such a dispute by either party, the Employer shall invite the Contractor for mutual consultation, within seven (07) working days of such reference. Without admitting the Employer's liability, the Employer may obtain, within 30 days of reference of the dispute, further details from the Contractor and examine it relating to the dispute. Such examination (if any) by the Employer shall not imply acceptance of the accuracy or completeness of the details. The Employer may hold discussions with Contractor with an effort to resolve the dispute. If the parties fail to resolve such a dispute or difference by mutual consultation within a period of forty-five (45) days from the date of reference of such dispute or within such extended period as the parties shall agree in writing, then the dispute may be settled through Independent Engineer (if applicable) and/ or Mediation through Independent External Monitors (if applicable) and/or through Conciliation and/or Arbitration (if applicable) / other remedies available under the applicable laws. Notwithstanding anything contained in any other law for the time being in force, the parties shall keep confidential all matters relating to the Mutual consultation proceedings. Confidentiality shall extend also to any agreement reached during Mutual consultation, except where its disclosure is necessary for purposes of implementation and enforcement.

The parties shall not rely on or introduce as evidence in Independent Engineer/ Mediation/ Conciliation/ Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Mutual consultation proceedings- views expressed or suggestions made by the other party in respect of a possible settlement of the dispute; admissions made by the other party in the course of the mutual consultation proceedings; the fact that the other party had indicated his willingness to accept a proposal for mutual settlement.

7.2 *Resolution of Dispute through Independent Engineer (IE) (Applicable only for Corporate packages of Hydro Projects)

If the parties fail to resolve the dispute or difference by mutual consultation within the period specified at Cl. 7.1 above, the dispute shall be referred to Independent Engineer (IE), as follows:

I. Appointment, Selection and Removal of IEs/Experts:

i) The Employer and Contractor shall jointly select only one Member for the Contract from the panel of Experts, as specified in Special Conditions of Contract, as amended from time to time by Ministry of Power. After the award of the contract, the Contractor shall shortlist at least 3 Experts from the 'Panel of Experts as Independent Engineer' enclosed in the Special Conditions of Contract, as amended from time to time by Ministry of Power and send to

EMPLOYER who shall appoint one of them as 'Independent Engineer' for the Contract.

The Expert would be designated as 'Independent Engineer' (IE) for the contract. Appointment of IE/ Expert shall be finalized within twenty-eight (28) days from award of Contract.

ii) The initial term of appointment of IE would be for a period of five (5) years or contract period whichever is lesser and may be further renewed on a year-on year basis as may be mutually agreed between the Employer and the Contractor subject to the consent of IE and final approval by the Ministry of Power.

iii) It will be mandatory for the IE to visit the site once in every two months to be constantly aware of the ongoing project activities and to have a fair idea of any situation that may lead to disagreement between the parties. Further, additional visits may also be undertaken as and when called upon to address issues of disagreements.

iv) Employer or Contractor will not be able to change the IE in any case. In case of adverse finding about IE such as not performing duties or complaints of integrity, that Expert would be dropped by the Ministry from the panel itself and a new Expert would be selected by the Employer and Contractor jointly from the panel for performing the duties of IE.

II. Standard Operating Procedure (SOPs) for Independent Engineer (IE)

i) IE shall act as per the Standard Operating Procedures (SOPs) attached at Annexure-C.

ii) Resolution by IE shall commence when the claimant Party submits detailed information as per Standard Format (for Disagreement Case filing attached as Annexure-D) to IE for intervention along with the necessary documentary evidences. Demand for IE intervention will not be admissible without initial documentary evidence.

iii) Necessary information sought by IE during the course of investigation shall be provided in a time bound manner by both the Parties and non-compliance of the same shall lead to imposition of penalties, as specified in Special Conditions of Contract (SCC).

iv) IE will examine the issue(s) raised by the Parties concerned as mentioned at point number (ii) above by conducting inspections involving field measurements as may be required to further investigate and to also conduct hearing/mediation with both the parties.

v) Based on the preliminary hearing of the parties, IE shall prescribe resolution timeline depending upon the number and nature of disagreements subject to a maximum duration of thirty (30) days or within extended timeline under extraordinary circumstances and for reasons to be recorded in writing.

vi) There shall not be any conflict of interest and it shall be ensured that IE should not have been engaged for providing any other services to any of the parties i.e. either Employer or Contractor in the last three years. An Undertaking in this regard shall be furnished by the Contractor for the purpose of avoiding any conflict of interest, at the time of bidding and finalization of IE/ Expert.

vii) In the event of non-performance of obligations/services by the IEs at any time during the duration of its contract, the Employer and the Contractor, on mutually agreed basis, shall have the right and discretion to terminate IEs contract by giving a termination notice of thirty (30) days to IEs.

viii) The role of 'Independent Engineer' under the Contract is an impartial and fair exercise, where the 'Independent Engineer' has to act as a neutral third-party facilitator. The decision of Independent Engineer shall not be binding on the parties unless the parties sign the written settlement agreement and the same is authenticated by IE. Such Settlement agreement would then be binding on the parties and both parties shall implement the same forthwith.

III) Terms and Conditions for Payments to 'Independent Engineer' -

- i) **Retainership Fee:** A retainer fee, as specified in Special Conditions of Contract (SCC), for 'Independent Engineer' for a specific project shall be considered as payment in full for:
 - a. being available on a notice of 2 weeks for all site visits and hearings,
 - b. becoming and remaining conversant with all the project developments and maintaining relevant files;
 - c. compensating all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and

The retainer fee of Experts, shall be increased annually by 10%. Further, an Expert, shall not be in the retainership of more than two Hydro power contracts concurrently in Employer's Organization. In case of two contracts, expert shall draw retainership fee limited to one contract only (i.e. the amount specified in Special Conditions of Contract (SCC)). The duration of retainership shall be for such duration as may be mutually decided by the Employer and Contractor but shall not, in any case, extend beyond 3 months after the completion of works as per the contract.

The retainership fee shall be shared by the Employer and the Contractor equally but shall initially be paid to the IE by the Employer.

- ii) **Site Visit Fee:** A daily visiting fee, as specified in Special Conditions of Contract (SCC), to either project site or project office, anywhere in India, limited to a maximum of 10 days in a month for Expert, shall be paid for hearing, preparing reports etc initially by the Employer. The daily visiting fee of Expert shall be increased on yearly basis @10%.
- iii) **Reimbursement of travel, boarding/lodging expenses incurred by Independent Engineer:** The travel, boarding/lodging expenses of the 'Independent Engineer', as per entitlement of Executive Director of EMPLOYER, would be made initially by the Employer. If any expert of 'Independent Engineer' does not receive payment of the amount due within 30 days after submitting claim, the expert shall be free to suspend his/her services without notice until the payment is received.
- iv) **Meeting Expenses:** All the payments for holding the meeting would be initially borne by the Employer and shall be shared equally by the Employer and Contractor.
- v) **Sharing of Expenses on Independent Engineer:** All the payments for holding the meeting, site visits, reimbursement of travel, boarding/lodging expenses and monthly compensation of Independent Engineer' shall be shared equally by both the parties i.e. Employer and Contractor.
- vi) The Employer shall maintain an account of all the expenses incurred by it on 'Independent Engineer'.

Notwithstanding anything contained in any other law for the time being in force, the Independent Engineer and the parties shall keep confidential all matters relating to the Independent Engineer proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

The parties shall not rely on or introduce as evidence in Mediation/ Conciliation/ Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Independent Engineer proceedings, —

- a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- b) admissions made by the other party in the course of the Independent Engineer proceedings;
- c) proposals made by the Independent Engineer; and
- d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Independent Engineer.

* C&M Co-ordinator to delete the above clause 7.2 through SCC for all packages other than Corporate packages of Hydro projects. For Site/Region/SSC/USSC packages of Hydro projects, the aforesaid provisions may be adopted on case-to-case basis, with approval of RED (Hydro).

7.3. *Mediation through Independent External Monitors (IEMs) (Applicable only for tenders having Integrity Pact provisions)

If the parties fail to resolve a dispute or difference by mutual consultation and through Independent Engineer (if applicable) within a period specified at Cl. 7.1 and 7.2 above, the dispute, if the parties agree, may be referred to the Panel of IEMs for Mediation.

The Mediation proceedings shall be completed in a time bound manner, in not more than 45 days from the date of reference to IEMs for Mediation.

The IEMs may conduct the Mediation proceedings in the manner, they consider appropriate. In case of 3-member Panel of IEMs, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, IEMs recommendations will be signed by all the members.

The fees for such meetings shall be as specified in the SCC. The travel and stay arrangement for such meetings shall be equal to that of Independent Board Member of Employer's Organization. However, not more than five meetings shall be held for a particular dispute resolution. The fees/ expenses on dispute resolution shall be equally shared by both the parties.

If decision of IEMs is acceptable to both the parties, a Settlement Agreement will be signed to the extent agreed by the parties within 15 days of acceptance by the parties and same shall be authenticated by all the IEMs.

Notwithstanding anything contained in any other law for the time being in force, the Mediator and the parties shall keep confidential all matters relating to the Mediation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is

necessary for purposes of implementation and enforcement.

The parties shall not rely on or introduce as evidence in Conciliation or Arbitral or Judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Mediation proceedings,—

- a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- b) admissions made by the other party in the course of the Mediation proceedings;
- c) proposals made by the Mediator; and
- d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Mediator.

* C&M Co-ordinator to delete the above clause 7.3 through SCC for tenders where Integrity Pact is not applicable.

7.4. Resolution of Dispute through Conciliation

If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period as specified at Cl. 7.1, 7.2 and 7.3 above, the dispute if the parties agree, may be referred to Conciliation.

(i) For cases where the disputed amount (Claim/ Counter claim, whichever is higher) is upto Rs. 25 Cr. (excluding interest), the matter for conciliation shall be referred to Expert Settlement Council (ESC), constituted by Employer.

(ii) For cases where the disputed amount (Claim/ Counter claim, whichever is higher) is above Rs. 25 Cr. (excluding interest), the matter for conciliation shall be referred to Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP).

If the claim/Counter-claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee.

The Conciliation process shall be conducted as per Part III of the Arbitration and Conciliation Act, 1996.

In case of failure of the conciliation process at the level of the CCIE, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. The option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.

7.4.1. Resolution of Dispute through Expert Settlement Council (ESC), constituted by Employer {For cases with Disputed amount (Claim/ Counter claim, whichever is higher) upto Rs. 25 Crore excl. interest}

If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period specified at Cl. 7.1, 7.2 and 7.3 above, the dispute, if the parties agree, may be referred to Conciliation through Expert Settlement Council (ESC), in cases where the Disputed amount (Claim/ Counter claim, whichever is higher) is upto Rs.25 crore (excl. interest).

7.4.1.1. Invitation for Conciliation through ESC:

7.4.1.1.1. A party shall notify the other party in writing about such a dispute it wishes to refer for Conciliation through ESC within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period as specified at Cl. 7.1, 7.2 and 7.3 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.

7.4.1.1.2. Upon acceptance of the invitation to conciliate, the other party shall submit its counter claim, if any, within a period of 15 days from the date of the invitation to conciliate. If the other party rejects the invitation or Disputed amount (Claim/ Counter claim, whichever is higher) exceeds Rs 25crore (excl. Interest), there will be no Conciliation proceedings through ESC.

There shall be no Conciliation where disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is only up to Rs 5 lakhs.

7.4.1.1.3. If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.

7.4.1.2. Conciliation through ESC:

7.4.1.2.1. Where Invitation for Conciliation has been furnished under GCC sub clause 7.4.1.1, the parties shall attempt to settle such dispute through Expert Settlement Council (ESC) which shall be constituted by CMD/ Chairman of Employer.

7.4.1.2.2. ESC will be formed from experts comprising three members from the panel of Conciliators maintained by Employer. However, there will be single member ESC for disputes involving disputed amount (Claim/ Counter claim, whichever is higher excl. interest) is up to Rs. 1 crore.

CMD/ Chairman of Employer shall have the authority to reconstitute the ESC to fill any vacancy.

7.4.1.2.3. The ESC shall be amongst Civil Servants of Govt. of India retired from the level of Joint Secretary and above, Retired Judges, Officers retired from the level of Executive Director and above of any Maharatna /Navratna company in India, other than NTPC Ltd, Retired Independent Directors who have served on the Board of any Maharatna / Navratna company in India, other than NTPC Ltd.

7.4.1.3. Proceedings before ESC:

7.4.1.3.1. The claimant shall submit its Statement of Claims (SOC) along with relevant documents to ESC members, and to the party(s) indicated in the appointment letter within 15 days of appointment of ESC. The respondent shall file its reply/Statement of Defence (SOD) and counter claim (if any) within 15 days of the receipt of the Statement of claims. Each party shall send a copy of such Statement along with relevant documents to the other party.

Parties may file their rejoinder/additional documents, if any in support of their Claim/Counterclaim within next 7 days. No documents shall be allowed thereafter, except with the permission of ESC.

7.4.1.3.2. The parties shall file their claim and counterclaim in the following format

- a. Chronology of the dispute
- b. Brief of the contract
- c. Brief history of the dispute
- d. Issues

Sl.No	Description of Claims / Counter Claims	Amount (in foreign current / INR)	Relevant contract clause

- e. Details of Claim(s)/Counter Claim(s)
- f. Basis/Ground of claim(s)/counter claim(s) (along with relevant clause of contract)

Note: Statement of claims shall be restricted to maximum limit of 20 pages.

7.4.1.3.3. In case of 3 members ESC, 2 members will constitute a valid quorum and the meeting can take place to proceed in the matter after seeking consent from the member who is not available. However, ESC recommendations will be signed by all the members. If required, meetings can be conducted through video conferencing/other digital means subject to the agreement between the parties and the ESC.

7.4.1.3.4. The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of Employer's Organization who have handled the subject matter in any capacity shall not be allowed to attend and present the case before ESC on behalf of contractor. However, ex-employees of parties may represent their respective organizations. Parties shall not claim any interest on claims/counter-claims from the date of notice invoking Conciliation till execution of settlement agreement, if so arrived. In case, parties are unable to reach a settlement, no interest shall be claimed by either party for the period from the date of notice invoking Conciliation till the date of ESC recommendations and 30 days thereafter in any further proceeding.

7.4.1.3.5. ESC will conclude its proceedings in maximum 10 meetings, and give its recommendations within 90 days from the date of reference to ESC. ESC will give its recommendations to both the parties recommending possible terms of settlement. CMD/ Chairman of Employer may extend the time/number of meetings, in exceptional cases, if ESC requests for the same with sufficient reasons and as agreed by the parties.

7.4.1.3.6. Depending upon the location of ESC members and the parties, the venue of the ESC meeting shall be either Delhi/Mumbai/Kolkata/Chennai or any other city whichever is most economical from the point of view of travel and stay etc. All the expenditure incurred in ESC proceedings shall be shared by the parties in equal proportion.

7.4.1.4. Fees & Facilities to the Members of the ESC The cost of Conciliation proceedings including but not limited to fees for Conciliator, Airfare, Local transport, Accommodation, cost towards conference facility etc shall be as provided herein below:

S.No	Fees / Facility	Entitlement
1	Fees	Rs. 25,000 per meeting subject to max. of Rs. 2,50,000 per case per

		<i>Conciliator.</i>
2	<i>Secretarial expenses</i>	<i>Rs. 10,000 lump sum (to 1 member only).</i>
3	<i>Transportation in the city of the meeting</i>	<i>Car as per entitlement or Rs. 2,000 per day</i>
4	<i>Venue for meeting</i>	<i>EMPLOYER'S conference rooms</i>
<i>Facilities to be provided to the out-stationed member</i>		
5	<i>Travel from the city of residence to the city of meeting</i>	<i>As per entitlement of Independent Directors. Executive class air tickets / first class AC train tickets/ Luxury car/ reimbursement of actual fare. However, entitlement of air travel by Business class shall be subject to austerity measures, if any, ordered by Govt of India.</i>
6	<i>Transport to and from airport/ railway station in the city of residence</i>	<i>Car as per entitlement or Rs. 3,000</i>
7	<i>Stay for out stationed members</i>	<i>As per entitlement of Independent Directors</i>
8	<i>Transport in the city of meeting</i>	<i>Car as per entitlement or Rs. 2000 perday</i>

Aforesaid fees is subject to revision by Employer from time to time and subject to government guidelines on austerity measures, if any. All the expenditure incurred in the ESC proceedings shall be shared by the parties in equal proportions. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the ESC proceedings.

7.4.1.5. If recommendations/ report of ESC is acceptable to both the parties, a Settlement Agreement under Section 73 of the Arbitration and Conciliation Act, 1996 will be signed to the extent agreed by the parties within 15 days of acceptance by the parties and same shall be authenticated by all the ESC members.

Parties are free to terminate Conciliation proceedings at any stage as provided under the Arbitration and Conciliation Act 1996.

7.4.1.6. Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,—

- a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- b) admissions made by the other party in the course of the Conciliation proceedings;
- c) proposals made by the Conciliator; and
- d) the fact that the other party had indicated his willingness to accept a proposal for

settlement made by the Conciliator.

7.4.2. Resolution of Dispute through Conciliation Committee of Independent Experts (CCIE), constituted by Ministry of Power (MoP) {For cases with Disputed amount (Claim/ Counter claim whichever is higher) above Rs. 25 Crore excl. interest}

If the parties fail to resolve such a dispute or difference by mutual consultation and through Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period specified at Cl. 7.1, 7.2, 7.3 above, the dispute, if the parties agree, may be referred to Conciliation Committee of Independent Experts (CCIE), in cases where the Disputed amount (Claim/ Counter claim whichever is higher) is above Rs. 25 crore excl. interest. The option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.

7.4.2.1. Invitation for Conciliation through CCIE:

7.4.2.1.1. A party shall notify the other party in writing about such a dispute it wishes to refer for CCIE within a period of 15 days from the date of failure to resolve the dispute through Mutual Consultation and Independent Engineer (if applicable) and/or through Mediation (if applicable) within a period as specified at Cl. 7.1, 7.2 and 7.3 above. Such Invitation for Conciliation shall contain sufficient information as to the dispute to enable the other party to be fully informed as to the nature of the dispute, amount of the monetary claim, if any, and apparent cause of action.

7.4.2.1.2. If the party initiating Conciliation does not receive a reply within fifteen (15) days from the date on which it sends the invitation, or within such other period of time as specified in the invitation, it shall treat this as a rejection of the invitation to conciliate from the other party.

7.4.2.2. Conciliation Committee of Independent Experts:

7.4.2.2.1. Where Invitation for Conciliation has been consented to under GCC sub clause 7.4.2.1, the same shall be referred to the Conciliation Committee of Independent Experts (CCIE) within 30 days.

7.4.2.2.2. Conciliation Committees of Independent Experts (CCIE) have been constituted and notified by MoP for settlement of disputes arising in the Contract. There are three CCIEs, as specified in Special Conditions of Contract.

7.4.2.2.3. The Contractor may select three CCIEs, in priority order, from the list of CCIEs enclosed with the Special Conditions of Contract, for finalization by Central Electricity Authority (CEA).

There shall not be any conflict of interest for the members of the CCIE due to their past assignments. Individuals CCIE members shall submit an undertaking in this regard to the Employer, prior to appointment. It shall be ensured that they have not been engaged for providing any services to any of the parties i.e. either Employer or the Contractor in the last five years. An Undertaking in this regard, shall also be furnished by the Contractor for the purpose of avoiding any conflict of interest.

7.4.2.3. Proceedings before CCIE:

7.4.2.3.1. The procedure of CCIE shall not be treated as alternate arbitration proceedings where both parties come with Statement of claims/defence, arguments/counter arguments,

rejoinders, written submissions etc., aided by their respective lawyers.

7.4.2.3.2. The parties shall be brief and to the point before the Committee with regard to their respective stance and view the exercise in the spirit of conciliation/settlement.

7.4.2.3.3. The possibility of non-availability of any one of the members of CCIE in any proceedings cannot be ruled out. As such, the Committee comprising the other two members shall be competent to proceed in the matter. The proceedings of the Committee shall not be vitiated if one of the three members of CCIE is not present in the deliberations of the Committee. When the parties sign the settlement agreement, at least two members of CCIE shall authenticate the same. Such conciliation proceedings shall be considered valid and the settlement agreement will be binding on the parties.

7.4.2.3.4. The parties shall be represented by their in house employees. No party shall be allowed to bring any advocate or outside consultant/advisor/agent to contest on their behalf. Ex-officers of EMPLOYER who have handled the subject matter in any capacity shall not be allowed to attend and present the case before CCIE on behalf of contractor. However, ex-employees of parties may represent their respective organizations.

7.4.2.3.5. The Conciliation proceedings shall be completed in each case through 5 sittings in a period of not more than three months from the date the reference made to the CCIE. In exceptional cases, if any dispute so merits, the time period may be extended at the discretion of Conciliation Committee (with reasons to be recorded in writing), for a further period of three months.

7.4.2.3.6. The CCIE shall hold day to day sitting at a suitable place (preferably the headquarter of the Employer or New Delhi) and may hold as many sittings every month as it deems appropriate keeping in view the volume of work.

7.4.2.4. Fees & Facilities to the Members of the CCIE

Each member of CCIE would be paid a sum of Rs. 50,000/- as sitting fee per sitting. In addition, Rs. 5,000/- per sitting will be paid for local transport charges for each day of proceeding.

In case, a particular dispute requires more than 5 sittings, the same may be held at the discretion of the CCIE but with a cap on payment of fee for 5 sittings only. The local transport charges shall, however, be paid as provided for each day of sitting beyond the 5 sittings.

All expenditure incurred on the conciliation proceedings including payment of fees to the Conciliators, office space, logistic, secretarial assistance and other incidental expenses etc. shall be borne by the Employer initially. Thereafter it shall be shared equally by both parties on completion of the conciliation process.

7.4.2.5. The Parties shall maintain the account of expenditure and present to the other for the purpose of sharing on conclusion of the CCIE proceedings.

The Conciliation process shall be conducted under Part III of the Arbitration and Conciliation Act, 1996.

In case of failure of the conciliation process at the level of the Conciliation Committee, the parties may withdraw from conciliation process and take recourse to the laid down legal process of Courts. However, the option of Arbitration would not be available once the conciliation mechanism through CCIE has been exercised.

In the event of the conciliation proceedings being successful, the parties to the dispute would sign the written settlement agreement and the conciliators would authenticate the same. Such settlement agreement would then be binding on the parties in terms of Section 73 of the Arbitration and Conciliation Act, 1996.

After successful conclusion of proceedings, the Parties to the conciliation process, have to undertake and complete all necessary actions for implementation of the terms of settlement within a period of 30 days from execution of settlement agreement, unless a different timeline not exceeding 60 days is agreed upon in settlement agreement. All pending claims of parties, in connection with the dispute, before any other legal forum are to be withdrawn within the said 30 days in pursuance of the settlement agreement.

7.4.2.6. Notwithstanding anything contained in any other law for the time being in force, the Conciliator and the parties shall keep confidential all matters relating to the Conciliation proceedings. Confidentiality shall extend also to the settlement agreement, except where its disclosure is necessary for purposes of implementation and enforcement.

The parties shall not rely on or introduce as evidence in Arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of the Conciliation proceedings,—

- a) views expressed or suggestions made by the other party in respect of a possible settlement of the dispute;
- b) admissions made by the other party in the course of the Conciliation proceedings;
- c) proposals made by the Conciliator; and
- d) the fact that the other party had indicated his willingness to accept a proposal for settlement made by the Conciliator.

7.5. Arbitration

7.5.1. If the process of mutual consultation and IE (if applicable) and/or Mediation (if applicable) and/or ESC fails to arrive at a settlement between the parties and/or settlement of dispute through CCIE not exercised as mentioned at GCC Sub- Clauses 7.1, 7.2, 7.3, 7.4 above, Employer or the Contractor may, within Thirty (30) days of such failure, give notice to the other party, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. The mechanism of settling the disputes through arbitration shall be applicable only in cases where the disputed amount (i.e. Claim/ Counter claim, whichever is higher, excluding interest) does not exceed Rs. 25 crores. If the claim/ counter claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee.

In case the disputed amount (Claim/ Counter claim, whichever is higher, excl. interest) exceeds Rs. 25 Crores, the parties shall be within their rights to take recourse to remedies as may be available to them under the applicable laws other than Arbitration after prior intimation to the other party. There shall be no arbitration where the disputed amount (Claim/ counter claim, whichever is higher) is only up to Rs. 5 lakhs.

The parties at the time of invocation of arbitration shall submit all the details of the claims and the counter-claims including the Heads/Sub-heads of the Claims/Counter-Claims and the documents relied upon by the parties for their respective claims and counter-claims. The parties shall not file any documents/details of the claims and counter-claims thereafter.

The claims and the counter claims raised by the parties at the time of invocation of the arbitration shall be final and binding on the parties and no further change shall be allowed in the same at any stage during arbitration under any circumstances whatsoever.

The parties to the contract shall invoke arbitration within Six months from the date of completion of the Facilities under the contract or the termination of the contract as the case may be and the parties shall not invoke arbitration later on after expiry of the said period of six months.

In case, no claim is filed within this period of six months, it shall be presumed that there is no claim. Any claim filed after the aforesaid period of six months shall not be entertained.

7.5.2. Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with GCC Sub Clause 7.5.1, shall be finally settled by arbitration.

7.5.3. It is agreed between the parties that the Arbitration proceedings shall be conducted as per the provisions of Fast Track Procedure as provided under The Arbitration and Conciliation Act, 1996, as amended from time to time.

Any dispute raised by a party to arbitration shall be adjudicated by a Sole Arbitrator appointed by mutual consent from among the List of empanelled Arbitrators maintained by EMPLOYER, in the following manner:

(a) A party willing to commence arbitration proceeding shall invoke Arbitration Clause by giving notice to the other party.

(b) EMPLOYER, shall within 30 days from the receipt of such notice shall send a panel of at least four arbitrators from among its empanelled arbitrators to the Contractor for short listing two among them for such appointment, within 15 days from the date of receipt of the Panel of Arbitrators from EMPLOYER.

(c) CMD/ Chairman of Employer shall appoint the sole arbitrator from among the two names short listed by the Contractor, within 15 days from the receipt of such nomination. Notice to the Parties of the constitution of the arbitral tribunal shall be issued by EMPLOYER.

In case, the contractor fails to inform its shortlisted names for appointment of sole arbitrator from the panel of at least four arbitrators sent by the Employer or no response is received from the contractor, within 15 days from the date of receipt of the Panel of Arbitrators from EMPLOYER, CMD/C Chairman of Employer shall appoint the sole arbitrator from among the four names sent to the contractor earlier.

(d) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings or his mandate is terminated by the Court, it shall be lawful for CMD/ Chairman of Employer to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left.

(e) Arbitrator shall be paid fees as per the Fee Schedule (presently Fourth Schedule) provided in 'The Arbitration and Conciliation Act, 1996' as amended from time to time. If the claim/ counter claim is in foreign currency, the SBI Bills Selling Exchange rate prevailing on the date of claim shall be used for the purpose of converting the claim in Indian Rupee which may be used for determining the arbitration fee.

(f) If after commencement of the Arbitration proceedings, the parties agree to settle the dispute mutually or refer the dispute to mediation or Conciliation, the arbitrator shall put the proceedings in abeyance until such period as requested by the parties. Where the proceedings are put in abeyance or terminated on account of mutual settlement of dispute by the parties, the fees payable to the arbitrator shall be determined as under:

1) 40% of the fees if the Pleadings are complete.

- 2) 60% of the fees if the Hearing has commenced.
 - 3) 80% of the fees if the Hearing is concluded but the Award is yet to be passed.
- (g) Each party shall pay its share of arbitrator's fees in stages as under or as per the directions of Arbitrator:
- 1) 40 % of the fees on Completion of Pleadings.
 - 2) 40% of the fees on Conclusion of the Final Hearing.
 - 3) 20% at the time when arbitrator notifies the date of final award.
- (h) The Claimant shall be responsible for making all necessary arrangements for the travel/ stay of the Arbitrator including venue of arbitration, hearings. The parties shall share the expenses for the same equally.
- (i) The Arbitration shall be held at Delhi only.
- (j) The Arbitrator shall give reasoned and speaking award and it shall be final and binding on the parties.
- (k) Subject to the aforesaid conditions, provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment thereof as amended from time to time, shall apply to the arbitration proceedings under this clause.

7.5.4. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract (s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/ Organizations (excluding taxation matters), such disputes or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE Office Memorandum No. 4(1)/2013- DPE(GM)/FTS-1835 dated 22.05.2018 issued by Department of Public Enterprises, Ministry of Heavy Industries and Public Enterprises, Government of India and its further clarifications, modifications and amendments, issued from time to time.

The aforesaid limit of Rs 25 crore shall not be applicable and matter may be referred to AMRCD irrespective of the amount involved in dispute, if the dispute could not be resolved through Mutual Consultation and IE (if applicable) as brought out at GCC Sub Clause 7.1 and 7.2 above.

7.6. Notwithstanding any reference to the Independent Engineer or Mediation or Conciliation or Arbitration herein,

- (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree.
- (b) the Employer shall pay the Contractor any monies due to the Contractor.

Settlement of Dispute clause cannot be invoked by the Contractor, if the Contract has been mutually closed or 'No Demand Certificate' has been furnished by the Contractor or any Settlement Agreement has been signed between the Employer and the Contractor.

B. SUBJECT MATTER OF CONTRACT

8. Scope of Contract

The Work to be carried out under the Contract shall be as delineated in Bidding Documents and shall, except as otherwise provided in these conditions, include all labour, materials, tools, plant, equipment, and transport which may be required in preparation of and for and in the full and entire execution and completion of the Works.

9. Notices to Local Bodies

9.1 The Contractor shall comply with and give all notices required under any Governmental authority, instrument, rule or order made under any Act of Parliament, State Laws or any regulation or bye-laws of any local authority relating to the Works. He shall before making any variation from the "Technical Specification / Tender Drawings / Construction Drawings" necessitated by such compliance give to the Engineer-in-Charge a written notice giving reasons for the proposed variation and obtain the Engineer-in-Charge's instructions thereon, in writing.

9.2 The Contractor shall pay and indemnify the Employer against any liability in respect of any fees or charges payable under any Act of Parliament, State laws or any Government instrument, rule or order and any regulations or bye-laws of any local authority in respect of the Works.

10. Human Resources

10.1 The Contractor for the purpose of the Contract shall engage / employ adequate number of key personnel in all areas such as design / engineering (wherever applicable), planning, scheduling and construction and carrying out of all maintenance of his plant and equipment (as detailed in the SCC) and competent and skilled work force as directed by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of such key personnel including work force only if their qualifications, experience, competence and capabilities are substantially equal to or better than those personnel originally identified and approved by the Engineer-in-Charge.

10.2 The Engineer-in-Charge may require the Contractor to remove from Site of Works or from any other area of Work related to the Contract, any member of the Contractor personnel or work force who

(i) Persists in any misconduct or lack of care

(ii) Performs his duties incompetently or negligently or otherwise carelessly

(iii) Fails to conform with any provisions of the Contract or

(iv) Persists in any conduct which is prejudicial to the safety, health or protection of the Work and environment.

If appropriate, the Contractor shall appoint a suitable replacement within fourteen (14) days or within such period as may be agreed between the Engineer-in-Charge and Contractor.

10.3 The Contractor shall unless otherwise provided in the Contract, make his coordination for engagement of all staff and labour, local or otherwise and for their payment, housing, transport, lodging and welfare as may be required by law and or by industry practice. The Contractor shall provide the Engineer-in-Charge a return in detail in such form and at such intervals as he may reasonably prescribe showing the staff and number of the several classes of labour and other staff from time to time employed by the Contractor at Site or in connection with the Work along with such information as the Engineer-in-Charge may reasonably require.

10.4 Labour laws and Regulations and compliance thereof

10.4.1 During the entire period of Contract, the Contractor and his Sub-Contractors shall, at all times abide by all existing labour enactments, rules made therein, regulations, notifications and bye-laws by the appropriate government, local authority or any other labour laws or notification that may be issued under any labour law prevailing as on the date seven (7) days prior to the deadline set for submission of the bids, published by the State or Central Government or Local Authorities. An illustrative list of applicable acts, notifications, rules etc. in connection with the labour as applicable is provided in SCC. This list is not in any way exhaustive and shall not absolve the Contractor from any of his liabilities or responsibilities in compliance with any other laws, regulations, notifications that may be in force during the tenure of Contract.

10.4.1.1 During the entire period of Contract, the Contractor and his Sub-Contractors shall, at all

times abide by the following Acts/ Statutes related to Human Resources

1. Factories Act, 1948; Contract Labour (Regulation & Abolition) Act, 1970;
2. EPF & MP Act, 1952;
3. Building & Other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996;
4. ESI Act, 1948;
5. Minimum Wages Act, 1948;
6. Payment of Wages Act, 1936;
7. Payment of Bonus Act, 1965;
8. Payment of Gratuity Act, 1972;
9. Workmen's Compensation Act, 1923;
10. ID Act, 1947;
11. Maternity Benefit Act, 1961;
12. Inter-State Migrant Workmen (Regulation of Employment & Conditions of Service) Act, 1979;
13. Fatal Accidents Act, 1855
14. Model Welfare Code

The above will deem to include all relevant/ applicable rules made thereunder, regulations, notifications and bye laws of the State or Central Govt. or the local authority and any other labour law (including rules) regulations, bye laws as well as those that may be passed or notification that may be issued under any labour law present and in future either by State or Central Govt. or by local authority.

10.4.2 The Contractor and his Sub-Contractors shall indemnify the Employer, from any action taken against the Employer by any competent authority in connection with the enforcement of the applicable laws, regulations, notifications, on account of contravention of any of the provisions therein, including amendments thereto. If the Employer is caused to pay or otherwise made liable, such amounts as may be necessary for non-observance of the provisions stipulated in the laws, rules, notifications including amendments, if any on the part of the Contractor and/or his Sub-Contractors, the Engineer-in-Charge / Employer shall have the right to deduct any such money from any amount due to the Contractor including his performance security, under the Contract. The Employer shall also have the right to recover from the Contractor any sum required or estimated as required for making good any loss or damage suffered / likely to be suffered by the Employer, on this account.

10.4.3 If due to an enactment of any new Act or Statute and rules made thereunder or any modification to the Acts/Statute or rules made thereunder, all after seven (7) days language to the deadline set for submission of the bids and as a consequence thereof, the Contractor has to incur additional cost or expenditure, the same will be reimbursed by the Employer to the Contractor, excepting those due to reasons attributable to the Contractor and those being already compensated by other provisions of the Contract, like Price Adjustment, Taxes and Duties etc.

10.4.4 It is specifically agreed that the Contractor and his Sub-Contractors shall obtain all the necessary registration, licenses, permits, authorisations etc. required under various enactments / Regulations enforced from time to time, specifically registration as employer under Provident Fund Act and Contract Labour Regulation & Abolition Act, and the Employer shall not be liable for any violation by the Contractor in this regard.

10.4.5 The employees of the Contractor or his Sub-Contractor(s) shall in no case be treated as the employees of the Employer at any point of time.

10.4.6 The Contractor and his Sub-Contractors shall be liable to make all due payments to all their employees and ensure compliance with labour laws. If the Employer, is held liable as 'PRINCIPAL EMPLOYER' or otherwise to incur any expenditure or to make any contributions under any legislation of the Government or Court decision, in respect of the employees of the Contractor or his Sub-Contractors, then the Contractor would reimburse the amounts of such expenditure/contribution so made by the Employer.

10.4.7 In case the ESI act is not applicable to the area where the Work is executed, as evidenced by the Certificate/Letter submitted to this effect from the local authorities, the Contractor shall be liable to arrange and pay for the expenses towards the medical treatment in respect of all labour employed by him for the execution of the Contract.

10.4.8 Staff quarters & labour hutments at Site if available, may be provided to the Contractor on chargeable basis at the discretion of the Engineer-in-Charge on mutually agreed terms and conditions.

10.4.9 Safety

The Employer has formulated Safety Rules for NTECL Vallur Thermal Power station (NTECL VTPS) which is updated from time to time and is enclosed at Annexure-B to GCC. These Safety Rules lay down the safety requirements for safe execution of project activities, responsibilities of the Contractor, and all concerned involved in Construction and Erection. The Contractor, including his sub- contractors, while executing the Works, shall strictly comply with these Safety rules and statutory requirements (including amendments thereof), as applicable, in respect of safety of personnel, equipment and materials at site area under execution of the Contractor. In addition to other clauses specified in NTECL VTPS Safety Rules [as enclosed with GCC/SCC], Contractor shall adhere to the following provisions for payment linked to Safety Compliances as specified in Tender documents.

i) Safety Personnel

Contractor shall adhere to the requirement of Safety personnel as mentioned in NTECL VTPS Safety Rules/ Tender documents .

ii) Personal Protective Equipment & Safety Equipment

Contractor shall adhere to the requirements of Protective Equipment NTECL VTPS Safety Rules and the provisions of the Bidding Documents with regards to number of Safety Equipment/PPEs to be provided by the Contractor. In case Contractor fails to comply with aforesaid requirement, EIC/Safety Officer shall issue a warning letter/Non-compliance Memo to the Contractor regarding the same advising him to take corrective action.

EIC/NTECL Safety Officer shall maintain written record of all such incidents when Warning letter/Non-compliance Memo is issued to the Contractor for not meeting the requirements of Equipment NTECL VTPS Safety Rules and the provisions of the Bidding Documents.

iii) Safety Induction and Training

Contractor shall adhere to the requirements of imparting Safety training as per Equipment NTECL VTPS Safety Rules.

Contractor shall maintain written record of Safety trainings imparted to its Employees/ workmen for purpose of aforesaid payment. These records shall be available for review of EIC/NTECL Safety Officer all the time.

iv) Medical and First Aid Amenities

Contractor shall adhere to the requirements of NTECL VTPS Safety Rules.

NTECL Safety Officer/EIC shall maintain written record of incidences when requisite Medical and first aid amenities as per NTECL VTPS Safety Rules were not available for purpose of aforesaid payment.

v) Compliance to Work Permit System

Contractor shall adhere to the requirements of NTECL VTPS Safety Rules
In case Contractor fails to obtain work permit or fails to comply to any requirements of aforesaid

Work permit system, he will be issued a warning letter/Non-compliance Memo by EIC/Safety Officer of NTECL regarding the same advising him to take corrective action.

NTECL Safety Officer / EIC shall maintain written record of all such incidents when Warning letter / Non-compliance Memo is issued to Contractor for not complying with the requirements of Work Permit System as per Clause 17 of Safety Rules for purpose of aforesaid payment.

11. Shift Work

11.1 To achieve the required rate of progress in order to complete the Works within the Time for Completion, the Contractor may carry on the work, round the clock, in multiple shifts per day, as may be necessary. The Contractor shall however be responsible to comply with all applicable laws in this regard.

11.2 No additional payment will be made on account of round the clock working in multiple shifts.

11.3 Wherever the work is carried out at night adequate lighting of working areas and access routes for pedestrians or vehicles shall be provided by the Contractor at his cost. Sufficient notice should be given by the Contractor to the Engineer-in-Charge regarding the details of works in shifts so that necessary supervision could be provided.

12. Cooperation with other Contractors/ Agencies

12.1 The Contractor shall extend all reasonable cooperation to other Contractors, agencies etc. of the Employer engaged in connection with the Work or any other Work not in the scope of this Work as may be required by the Engineer-in-Charge.

12.2 The Contractor shall attend at his cost, all the meetings with the Engineer-in-Charge, other contractors and the Consultants of the Employer for the purposes of the Contract. The Contractor shall attend such meetings as and when required by the Engineer-in-Charge.

13. Materials obtained from Excavation

13.1 Materials of any kind obtained from excavation on the Site shall remain the property of the Employer and shall be disposed of as the Engineer-in-Charge may direct.

14. Treasure, Trove, Fossils, etc

14.1 All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the Site shall be the absolute property of the Employer and the Contractor shall take reasonable precautions to prevent his workmen or any other person from removing or damaging any such article or thing, shall immediately upon discovery thereof and before removal acquaint the Engineer-in-Charge with such discovery and carry out the Engineer-in-Charge's directions as to the disposition of the same, at the cost of the Employer.

15. Protection of Trees

15.1 Trees designated by the Engineer-in-Charge shall be protected from damage during the course of the Works and earth level within at least one (1) meter of each such tree shall not be disturbed. Where necessary, such trees shall be protected by providing temporary fencing at the cost of the Employer.

16. Security Watch and Lighting

16.1 The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Engineer-in-Charge for the protection of the Works or for the safety and convenience of those employed on the Works or the public.

17. Prevention of Pollution

17.1 The Contractor shall make necessary arrangement to prevent pollution of the ground water and water in any adjacent water bodies including stream, springs, nallah, river and lakes etc. The Contractor shall be solely responsible and liable for all damage caused by any pollution that may take place during the execution of the Work.

18. Explosives

18.1 Permission for the use of explosives shall be obtained from the Engineer-in-Charge or from any appropriate authority as directed by the Engineer-in-Charge and all explosive materials shall be used only under close supervision. It shall be the responsibility of the Contractor to seek and obtain any necessary permits, and to ensure that the requirements of the authorities are complied with, in all respects. Failure to do so may result in the Engineer-in-Charge withdrawing permission to use explosives. The indemnification provided for, under the General Condition of Contract shall include indemnification against all claims in respect of any incident arising from the use of explosives.

19. Training of Apprentices:

19.1 The Contractor shall during the currency of the Contract when called upon by the Engineer-in-Charge engage and also ensure engagement by Sub-Contractors employed by the Contractor in connection with the Works, such number of Apprentices in the categories and for such periods as may be reasonably required by the Engineer-in-Charge. The Contractor shall train them as required under the Apprentices Act, 1961 and shall be responsible for all obligations of the Employer under the Act including the liability to make payment to apprentices as required under the Act.

20. Handing over of Site

20.1 The Employer shall make available the Site to the Contractor as soon as possible after the award of the Contract free of encumbrance. The Contractor shall not be permitted to enter on (other than for inspection purposes) or take possession of the Site until instructed to do so by the Engineer-in-Charge in writing.

20.2 The Employer reserves the right to hand over the Site in parts progressively to the Contractor. The Contractor will be required to take possession of the Site without any undue delay and do Work on the released fronts in parts without any reservation whatsoever.

20.3 However, in case of any delay in handing over of the Site to the Contractor, which delays the performance of the Work, commensurate to the resources mobilised by the Contractor, then the Contractor will be eligible for suitable extension in time for completion of the Works or any other compensation as per the provisions of GCC Sub-Clause 29.7.

20.4 The portion of the Site to be occupied by the Contractor shall be defined and/or marked on the Site plan, failing which these shall be indicated by the Engineer-in-Charge at Site and the Contractor shall on no account be allowed to extend his operations beyond these areas. Further, the Contractor shall not hinder in any way the working of other contractors on the Site.

20.5 The Contractor shall plan his work as per available roads at Site. Wherever, the access roads near to the Work Site are not available, the Contractor shall make his own arrangement for approach to the Work Site including borrow/disposal areas and for movement of men, machinery, other equipment etc. required for carrying out the Works included under this Contract. All drainage of Works area and all weather truckable/ haulage roads as required by the Contractor shall be constructed and maintained during the construction period by the Contractor at his own cost.

20.6 The Contractor shall provide, if necessary, all temporary access to the Work Site and shall

alter, adapt and maintain the same as required from time to time and shall take up and clear them away as and when no longer required and, as and when ordered by the Engineer-in-Charge and make good all damage done to the Site.

20.7 The Contractor shall be permitted the usage of all access roads built by the Employer for the purposes of the Contract. If any damage is done to such roads and associated areas like drains, culverts and the like, by the Contractor, the same shall be made good by the Contractor at his own cost, but as may be directed by the Engineer-in-Charge.

21. Duties and Powers of Engineer-in-Charge and his representatives

21.1 The Engineer-in-Charge shall have the full powers in respect of all the matters in connection with or arising out of this Contract, excepting those specifically reserved for the Employer. However, the Engineer-in-Charge shall not have any power to relieve the Contractor of any of his obligations and responsibilities under the Contract.

21.2 The duties of the representative of the Engineer-in-Charge are to watch and supervise the Works and to test and examine any materials to be used or workmanship employed in connection with the Works. He shall have no authority to order any work involving any extra payment by the Employer nor to make any variation in the Works, creating a financial liability to the Employer.

21.3 The Engineer-in-Charge may from time to time in writing delegate to his representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Contractor a copy of all such written delegation of powers and authorities. Any written instruction or written approval given by the representative of the Engineer-in-Charge to the Contractor within the terms of such delegation shall bind the Contractor and the Engineer-in-Charge as though it has been given by the Engineer-in-Charge.

21.4 Failure of the Representative of the Engineer-in Charge to disapprove any work or materials shall not prejudice the power of the Engineer-in-Charge thereafter to disapprove such Work or materials and to order the pulling down, removal or breaking up thereof.

21.5 If the Contractor shall be dissatisfied with any decision of the representative of the Engineer-in-Charge he shall be entitled to refer the matter to the Engineer-in-Charge who shall there-upon confirm, reverse or vary such decision.

C. PAYMENT

22. Contract Performance Security

22.1.1 The Contractor shall within Forty Five (45) days of the Letter of Award or prior to release of 1st RA bill/Mobilization advance whichever is earlier, provide a Contract Performance Guarantee (CPG) towards faithful performance of the Contract for ten percent (10%) of the Contract Price. Alternatively, the Contractor may furnish the Contract Performance Guarantee in two Stages viz. a Contract Performance Guarantee for an amount equivalent to 5% of the Contract Price within Forty Five (45) days of the Letter of Award or prior to release of 1st RA bill/Mobilization advance whichever is earlier, to be followed up with another Contract Performance Guarantee for an amount equivalent to 5% of the Contract Price prior to the scheduled completion of 50% of total scope of work.

22.1.2 The Contractor also has the option to furnish an Initial Contract Performance Guarantee (ICPG) equivalent to a minimum of 2% of the Contract Price within Forty Five (45) days of the Letter of Award or prior to release of 1st RA bill/Mobilization advance whichever is earlier. In case of such a Contractor, who furnishes Initial Contract Performance Guarantee, the Employer shall at the time of making any payment to him for the work done under the Contract deduct towards the Contract Performance Security an amount equivalent to 10% of the gross bill amount accepted for payment until the Contract Performance Security so deducted including the amount of Initial Contract Performance Security becomes equal to 10% of the Contract Price, subject to the condition that whenever the Contract Performance Security so deducted reaches a limit of

2% of the Contract Price, the Contractor may convert the amount into a Bank Guarantee as aforesaid.

22.1.3 The Contract Performance Guarantee/Initial Contract Performance Guarantee shall be in the form of a Bank Guarantee issued by a Bank from the list enclosed in the Bidding Documents. The format of the said bank guarantee shall be in accordance with the format included in the Section VII (Forms and Procedures). This bank guarantee shall have an initial validity upto ninety (90) days beyond the completion of Defect Liability Period of the Contract. However, in case the date of completion of defects liability period gets extended, the validity of the Contract Performance Guarantee shall be extended by the period of extension of completion of defects liability.

22.2 One half (50%) of the Contract Performance Security amount shall be refunded/released to the Contractor on the issuance of Completion Certificate by the Engineer-in-Charge certifying the completion of entire Works under the Contract. The Engineer-in-Charge shall on demand from the Contractor, release/refund the remaining portion of the Contract Performance Guarantee on expiry of the Defects Liability Period or on payment of the amount of the Final Bill payable, whichever is later, provided the Engineer-in-Charge is satisfied that there is no demand outstanding against the Contractor, arising out of the Contract.

22.3 No interest shall be payable to the Contractor against the Contract Performance Guarantee furnished/recovered by way of deductions from running account payments from the Contractor, by the Employer.

23. Advance

23.1 Mobilisation Advance

i) A lumpsum mobilisation advance not exceeding 4% of the Contract Value as awarded shall be paid to the Contractor at the rate of interest mentioned in SCC subject to the following conditions:

- a) On unconditional acceptance of Letter of Award by the Contractor.
- b) Acceptance and finalisation of detailed Work Schedule and finalisation of equipment mobilization schedule.
- c) Submission of an irrevocable bank guarantee for the amount equivalent to 110% of the advance plus GST as applicable on the advance payment to be paid to the contractor in the proforma of bank guarantee provided in Section-VII (Forms and Procedures) - Proforma of Bank Guarantee for Lumpsum Advance from any bank from the list enclosed in Bidding Documents and acceptable to the Employer.
- d) Finalisation of Quality Assurance Programme in accordance with GCC Clause entitled 'Quality Assurance programme'.
- e) Submission of an unconditional, irrevocable bank guarantee for the amount of Initial Contract Performance Security Deposit/ Contract Performance Security Deposit from any bank from the list enclosed in Bidding Documents and acceptable to the Employer in the proforma of bank guarantee provided in Section VII (Forms and Procedures)- Form of Bank Guarantee for Contract Performance Guarantee.
- f) On completion of the requirement of Qualifying Requirements, the documentation in respect of associate(s), if applicable, in line with the provisions thereof in BDS, and on submission of an unconditional and irrevocable bank guarantee from any bank as per list enclosed in Bidding Documents and acceptable to Employer in the proforma provided in Section VII (Forms and Procedures).
- g) The advance payment shall be released only after the verification and confirmation of the above bank guarantees from the issuing bank.

ii) A further lumpsum mobilisation advance not exceeding 4% of the Contract Value as awarded shall be paid to the Contractor from Project Site at the rate of interest mentioned in SCC subject to the following conditions:

- a) Fulfilment of conditions mentioned at GCC Sub-Clause 23.1 (i) a, b, d, e & f.
- b) On certification of the Engineer-in-Charge that the Contractor has opened his office

at Site and mobilised the plant and equipment specifically identified in Letter of Award of the Contract for releasing this advance.

c) Submission of an irrevocable bank guarantee for the amount equivalent to 110% of the advance plus GST as applicable on the advance payment to be paid to the contractor in the proforma provided in Section-VII(Forms and Procedures) - Proforma of Bank Guarantee for Lumpsum Advance from any bank from the list enclosed in Bidding Documents and acceptable to the Employer.

d) The advance payment shall be released only after the verification and confirmation of the above bank guarantees from the issuing bank.

(e) Mobilisation advance shall be released after certification of Engineer-in-Charge that the Contractor has brought to site the Safety equipments & Safety Personal Protective Equipments as per minimum quantity specified in the Bidding Documents. In case the Contractor decides not to take Mobilisation advance, the first progressive payment shall be released after certification of Engineer-in-Charge that the Contractor has brought to site the Safety equipments & safety Personal Protective Equipments as per minimum quantity specified in the Bidding Documents.

23.2 Equipment Advance

An amount not exceeding 75% of the purchase price of the new plant and equipment specifically acquired for the Work and brought to Site against production of documents in support thereof and subject to the condition that the Engineer-in-Charge considers the price reasonable and that such plant and equipment are necessary for the Works and not in excess of requirements and are hypothecated in favour of the Employer in the form required by the Employer shall be payable. "In case the Contractor is an entity other than a Sole Proprietorship Concern or a Partnership Firm, the Contractor shall get the Hypothecation Deed thus executed, registered with the Registrar of Companies in the manner and timeframe required as per the Companies Act, 2013 of India." Interest on the advance outstanding, shall be levied at the percentage mentioned in SCC. Total advance amount against plant and equipment shall in no case exceed 6% of the total contract value as awarded. Provided that if a request for loan is made by the Contractor against both the aforementioned provisions of this condition, viz. GCC Sub-Clauses 23.1 and 23.2, the total sum to be given as loan shall not exceed 10% of the total contract value as awarded.

23.3 All the above advances mentioned at GCC Sub-Clause 23.1(i), 23.2 (ii) and 23.2 shall be interest bearing and the rate of interest for mobilization advance and equipment advance shall be as specified in SCC.

23.4 Any of the above advances may be claimed by the Contractor at his option in installments.

23.5 The above advance shall be utilised by the Contractor for the purposes of this Contract only and for no other purpose.

23.6 All payments of advances may be released electronically, wherever technically feasible.

23.7 The recovery of the advances as above and interest thereon shall be made by deduction from the on account payments referred to in GCC Clause entitled 'Payment on Account/Progressive Interim Payments' in suitable percentages fixed by the Engineer-in-Charge in relation to the total cumulative advances released and the progress of the work, so that all the sums advanced with interest thereon shall be fully recovered starting from the time 10% and ending by the time 80% of the Work as awarded is completed. If the amount payable under any interim bill is not sufficient to cover all deductions to be made for sums advanced with interest and other sums deductible therefrom, the balance outstanding shall be deducted from subsequent interim bill/bills, as may be necessary, failing that, as otherwise provided for in the Contract.

23.8 If for any reason, except for reasons of default of the Contractor, the Work under the Contract is suspended continuously for more than fourteen(14) days, the Contractor shall be at

liberty to remove the plant and equipment or any part thereof hypothecated to the Employer under GCC Sub-Clause 23.2 above, to any other work site of the Contractor for carrying on his other works, on his furnishing prior to such removal a bank guarantee acceptable to the Employer for the amount of the outstanding advance granted under GCC Sub-Clause 23.2 above with interest and upon the Contractor undertaking to bring back to the Site, before expiry of the period of suspension, such plant and equipment as may be necessary for completion of the Works. If any such Plant and Equipment are not brought back, the Contractor shall forthwith repay the amount for the advance outstanding with interest thereon against such plant and equipment.

23.9 The value of the bank guarantees towards any of the above advances shall be reduced every three (3) months after the date of commencement of recovery of corresponding advance and interest thereon under the Contract in accordance with GCC Sub-Clause

23.7. The quantum of reduction of the value of bank guarantee at any point of time shall be proportional to the quantum of work completed as certified by the Engineer-in-Charge and applicable GST. The Bank Guarantee value shall stand reduced to zero on completion of total work by the Contractor under the Contract as certified by the Engineer-in-Charge. It should be clearly understood that reduction in the value of bank guarantee towards advance shall not in any way dilute the Contractor's responsibility and liabilities under the Contract including in respect of the Works for which the reduction in the value of bank guarantee is allowed.

24. Payment on Account/Progressive Interim Payments

24.1 "Bills for the progressive payments shall be submitted by the contractor monthly".

In order to make the Progressive Interim Payment for the work to be executed on lump-sum basis, the contractor shall submit detailed Billing Break-up (BBU) of the lump-sum amount for Employer's approval. The BBU so submitted by the contractor shall be finalized in consultation with Employer.

24.2 The progressive payment shall be released after certification by Employer's Field Quality Assurance Department that the Works have been performed in accordance with the Technical Specifications and also upon authorisation for the payment by the Engineer-in-Charge. However, the release of first progressive interim payment shall also be subject to submission of documentary evidence by the Contractor towards having taken the insurance policy(ies) in terms of relevant provisions of GCC Clause entitled Contractor's Liability and Insurance' and acceptance of the same by Engineer-in-Charge.

24.3 (i) The Contractor shall maintain a separate account with a Scheduled Bank at Site for the purpose of receiving all the payments under the Contract(s) and for utilization of payments received from the Employer for disbursement to sub-contractors, sub-vendors, PRW's etc., of the Contractor. The Contractor shall maintain separate books of accounts for all payments under this Contract and the Engineer-in-Charge shall have access to these at all times.

(ii) Account Tracking Mechanism

In case the Contractor wants to withdraw funds from the above bank account for any purposes other than the Contract, he shall be required to submit an undertaking to the Engineer-in-Charge certifying that all due statutory payments, labour payments and payments to all his sub-contractors have been disbursed corresponding to the total payment received by him under the Contract.

For tracking of payments received from the Employer, the Contractor shall also submit a monthly statement by 7th of every month certifying the transactions pertaining to the above account along with the purpose of such transactions. In case the Contractor transfers funds for any purposes other than the Contract, without prior consent of the Employer, it will constitute a breach of Contract by the Contractor.

(iii) In case the Contractor violates the above provisions, NTECL will have the right to give suitable instructions to the Bank to regulate / freeze the account.

24.4 (i) In case of part acceptance of the Work, the Engineer-in-Charge shall have the right

to release payment for that part of the Work.

(ii) Acceptance of the Work without fulfilling all the obligations mentioned under rates and measurement in Technical Specifications shall be considered as part acceptance of Work.

24.5 Payment on account for amount admissible shall be made on the Engineer-in-Charge certifying the sum to which the Contractor is considered entitled by way of interim payment for the following:

(a) all Work executed, after deducting therefrom the amounts already paid, the performance security deposit and such other amounts as may be deductible or recoverable in terms of the Contract;

(b) 75 per cent of the cost (as assessed by the Engineer-in-Charge) of any materials which are in the opinion of the Engineer-in-Charge reasonably required in accordance with the Contract with respect to the period of utilisation & quantum and have been brought to Site for incorporation in the Works and are safeguarded against loss due to any cause whatsoever to the satisfaction of the Engineer-in-Charge, but have not been so incorporated; provided the Contractor provides an insurance cover for the full cost of such materials.

(c) Unless specifically certified/authorised by the Engineer-in-Charge, no such payment shall be made against the materials brought to Site which in the opinion of the Engineer-in-Charge are not likely to be used/incorporated in the Works in the ensuing period of four (4) months.

24.6 The payments against materials brought to Site under (b) above shall be adjusted as and when materials are utilised/ incorporated in the Works.

24.7 The Contractor shall submit his bill, by the date stipulated by the Engineer-in-Charge, in the prescribed proforma, supported with measurements, jointly acknowledged and accepted in the measurement books. Payments of the Contractor's bill shall be paid by the Employer within twenty-one (21) days from the date of submission of bill subject to the authorisation of the Engineer-in-Charge. Alternatively, if so desired by the Contractor, after preliminary scrutiny and certification by the Engineer-in-Charge, 75% of the certified net payable amount shall be made by the Employer within seven (7) days. The amount certified shall account for all deductions, including statutory deductions as for GST (if applicable), income tax, etc., recoveries for advances and any other amounts due from the Contractor. The balance 25% shall be paid within twenty-one (21) days, from the date of submission of the said bill. Such payments made by the Employer shall not constitute any acceptance of the measurements of items of the Works by the Employer and the Engineer-in-Charge shall have the right to alter, modify, reduce or diminish the quantities or classification entered in the Measurement Books or Bills. The Employer shall have right to recover any amount paid in an earlier bill from any subsequent bill and should the amount to be recovered be more than the amount of the subsequent bill, the Contractor shall on demand from the Engineer-in-Charge or Employer immediately refund the extra amount to the Employer within seven (7) days. Wherever technically feasible, the payments shall be released electronically only as per details of bank account indicated in the Contract.

24.7.1 In cases of any discrepancy observed by the Employer in Contractor's bill, clarifications shall be sought in writing by the Employer within ten (10) days from the date of receipt of Contractor's bill/invoice/debit note by the Employer. The Contractor shall be required to submit the requisite clarifications within ten (10) days from the date of issuance of queries by the Employer. In case, no mutual agreement is reached between the Employer and the Contractor on any part of the bill/invoice, within ten (10) days of submission of clarification by the contractor, the Contractor shall issue a revised bill/invoice to avoid mismatch in GST returns of the Employer and the Contractor. Payment against agreed and admissible part shall be processed as per payment procedure within ten (10) days after receipt of the revised bill/invoice. The bill/invoice for the balance amount under question may be separately submitted for consideration of the Employer after resolution of issues of payment by the Employer. In case of non- submission of satisfactory clarification by the Contractor within the stipulated period, NTECL shall not be liable for the delay in making payment. If the bill submitted by Contractor is incorrect and has gross discrepancies, the bill shall be summarily rejected and returned to the Contractor. In the event of dispute, the same shall be settled as per GCC Clause (Settlement of Disputes).

24.8 Any interim certificate given relating to Work done or materials delivered, may be modified or corrected by any subsequent interim certificate or by the final certificate. No certificate of the Engineer-in-Charge supporting an interim payment shall itself be conclusive evidence that any Work or materials to which it relates is/are in accordance with the Contract.

24.9. In case of the delayed Work beyond the scheduled completion period, pending consideration of extension of time of completion if it had been requested by the Contractor, interim payments shall continue to be made as herein above provided.

24.10. GST applicable upon on account payment shall be paid/reimbursed to the Contractor along with such payments, on production of satisfactory documentary evidence by the Contractor. However, GST as applicable on Advance payment shall be paid to the Contractor along with the Advance sanctioned. The GST paid along with advance shall be adjusted prorata against the tax due upon on account payment, based on the value of the advance recovered from such on account payment.

Notwithstanding anything to contrary contained in the Contract, the Contractor's right to payment under the Contract is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law. The Contractor shall issue tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Contractor shall be liable to pay any penalty/demand raised on NTECL due to default by Contractor, and the same shall be recovered/Contractor shall make good the loss. The Contractor shall be responsible for the issuance of e-way bill and other compliances relating to e-way bill as per GST law.

24.11 Payment of Amount linked to Safety Aspects/ compliance to Safety Rules

I. The amount linked to Safety Aspects/ compliance to Safety Rules shall be paid in two parts, viz,

- A) 10% amount (calculated as 0.1 Y of RA bill) shall be linked to Fatal/Major Accidents, and
- B) 90% amount (calculated as 0.9 Y of RA bill) shall be linked to various Safety Aspects specified in Safety Rules of NTPC.

NOTE:

'Amount linked to Safety Aspects/ Compliance to Safety Rules' specified in Price Schedule

$$Y = \frac{\text{Amount linked to Safety Aspects/ Compliance to Safety Rules}}{\text{Total Contract Price}} \times 100$$

II. While raising each RA Bill, Contractor shall claim Amount linked to Safety Aspects/ Compliance to Safety Rules in such a manner that amount claimed is equal to Y% of RA Bill.

III. This aforesaid amount at para 24.11 (I.A) shall be withheld from first and second monthly RA bill of the respective quarter/three month period and shall be released in part or full based on safety compliance duly certified by EIC and Safety-in-charge on quarterly basis. The amount for the entire quarter (i.e. RA bills raised during a 3 month period) shall be paid to the Contractors at the end of that three months period along with 3rd/last RA Bill for the quarter/three months period upon complying the following conditions:

A. Amount of RA Bill linked to Fatal/ Major Accidents (0.1Y i.e. 10% of amount as elaborated above at para I)

Aforesaid amount (on quarterly basis) shall be payable to Contractor only in case,

- i. There is No fatal injury or accident causing death in that three months period
- ii. No Major injury or accident causing 25% or more permanent disablement to workmen or employees in that three months period. Permanent disablement shall have the same meaning as indicated in 'The Workmen's Compensation Act' 1923.

In case of any fatal injury or accident as elaborated above occurs during that three month period, the stipulated amount (0.1Y) subject to minimum of **Rs 10 Lakh per fatality** shall be forfeited and shall not be payable to the Contractor under the contract. In case, the amount to be deducted/forfeited exceeds the amount linked to Fatal/ Major Accidents, the same shall be recovered from remaining Amount (0.9Y) linked to Compliance of Safety Rules and/or any other payments immediately due to the Contractor under the Contract.

In case of any Major injury or accident causing 25% or more permanent disablement to workmen or employees occurs during that three month period, **Rs 4 lakh per Major injury** shall be deducted from the amount (0.1Y) linked to Fatal/ Major Accidents and shall not be payable to the Contractor under the contract. In case, the amount to be deducted/forfeited exceeds the amount linked to Fatal/ Major Accidents, the same shall be recovered from remaining Amount (0.9Y) linked to Compliance of Safety Rules and/or any other payments immediately due to the Contractor under the Contract.

Further, in case, Contractor doesn't raise RA Bills in any three month period/quarter and if any fatal injury and/or major accident takes place in that period, EIC shall deduct the amount [Rs 10 Lakh per fatality and Rs 4 lakh per Major injury] pertaining to this particular quarter from his next RA bill/due payment. In case, the amount to be deducted/forfeited exceeds the amount linked to Safety, the same shall be recovered from any other payments immediately due to the Contractor under the Contract.

The amount deducted/forfeited as mentioned above shall be in addition to the compensation payable to the workmen / employees under the relevant provisions of 'The Workmen's Compensation Act' 1923 and rules framed there under or any other applicable laws as applicable from time to time.

B. Amount of RA Bill linked to Compliance of Safety Rules (0.9Y i.e. 90% of amount as elaborated above at para 24.11(I)(b))

Aforesaid amount (on quarterly basis) shall be payable to Contractor in five equal parts under five heads as under:

(i) Amount payable on deployment of required Safety Personnel

One fifth of the amount specified in para 24.11(I.B) (calculated as 0.18Y of RA Bill), on quarterly basis, shall be paid upon certification by EIC in consultation with Safety dept. that required number of Safety personnel as per Clause 2.3 of 'NTPC Safety Rules for Construction and Erection of Power Plants' (as enclosed with GCC/SCC) have been deployed. The aforesaid amount linked to deployment of requisite safety personnel shall be paid as under:

- a) 50% of the amount referred above at 24.11.III.B.(i), for deployment of Safety Supervisors shall be paid on pro-rata basis depending upon the actual no. of Safety Supervisors deployed vis-à-vis actual requirement:

Amount to be paid = $0.09Y \times \text{RA bill amount} \times (a/b)$

Where 'a' is actual no. of Safety supervisors
deployed and

'b' is required no. of Safety supervisors as per Safety Rules.

In case, actual no. of Safety supervisors deployed is more than requisite number (i.e. a/b is more than 1), the amount to be paid shall be restricted to 0.09Y.

- b) 50% of the amount referred at 24.11.III.B.(i), for deployment of Safety Officers shall be paid on pro-rata basis depending upon the actual no. of Safety Officers deployed vis-à-vis actual requirement :

Amount to be paid = $0.09Y \times \text{RA bill amount} \times (a/b)$

Where 'a' is actual no. of Safety Officers
deployed and

'b' is required no. of Safety Officers as per Safety Rules.

In case, actual no. of Safety Officers deployed is more than requisite number (i.e. a/b is more than 1), the amount to be paid shall be restricted to 0.09Y.

- c) In case aforesaid requisite no. of Safety personnel are not deployed by Contractor, amount not to be paid as calculated above for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract.

(ii) Amount payable on providing requisite Personal Protective Equipment & Safety Equipment

One fifth of the amount specified in para 24.11(I.B) (calculated as 0.18Y of RA Bill), shall be paid upon certification by EIC in consultation with Safety dept. that Contractor has adhered to the requirements of Clause 4 (Personal Protective Equipment) of 'NTPC Safety Rules for Construction and Erection of Power Plants' and the provisions of the Bidding Documents with regards to number of Safety Equipment/PPEs to be provided by the Contractor.

In case of non-compliance by Contractor, warning letter/Non-compliance shall be issued by EIC/Safety Officer of NTPC as per clause 10.4.9 (ii) of GCC. Further, if more than two such warning letters/Non Compliance Memos are issued in a quarter/three monthly period, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract.

(iii) Amount payable on providing requisite Safety Induction and Training

One fifth of the amount specified in para 24.11(I.B) (calculated as 0.18Y of RA Bill), shall be paid upon certification by EIC in consultation with Safety dept. that Contractor has adhered to the requirements of imparting Safety training as per Clause 8.0 (Safety Induction and Training) of 'NTPC Safety Rules for Construction and Erection of Power Plants' to at least 90% of its employees/workmen (who have not been previously provided with requisite training) in a quarter/ three months period.

In case Contractor fails in meeting the aforesaid requirement, above mentioned

amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract.

(iv) Amount payable on providing requisite Medical and First Aid Amenities

One fifth of the amount specified in para 24.11(I.B) (calculated as 0.18Y of RA Bill), shall be paid upon certification by EIC in consultation with Safety dept. that Contractor has adhered to the requirements of Clause 13 (Medical and First Aid Amenities) of 'NTPC Safety Rules for Construction and Erection of Power Plants'.

In case Contractor fails to provide Medical and first aid amenities as per requirement of aforesaid Clause 13 even on one incidence in any quarter/three month period, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract.

(v) Amount payable on compliance to Work Permit System

One fifth of the amount specified in para 24.11(I.B) (calculated as 0.18Y of RA Bill), shall be paid upon certification by EIC in consultation with Safety dept. that Contractor has adhered to the requirements of Clause 17 (Work Permit System) of 'NTPC Safety Rules for Construction and Erection of Power Plants'.

In case of non-compliance by Contractor, warning letter/Non-compliance shall be issued by EIC/Safety Officer of NTPC as per clause 10.4.9 (v) of GCC. Further, if more than two such warning letters/Non Compliance Memos are issued in a quarter/three monthly period, above mentioned amount for that particular quarter/three month period shall be forfeited and shall not be payable to the Contractor under the contract.

- II. In case 'Amount linked to Safety Aspects / compliance to Safety Rules' is less than **minimum percentage(as specified in SCC)** of the total Contract value, the amount by which it is lower shall be retained proportionately from the other components of the Contract price while releasing payments of each RA bill. No interest shall be payable on the amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount. The amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount shall be payable in part or full based on safety compliance duly certified by EIC and Safety-in-charge on quarterly basis.

25. Contract Price Adjustment

25.1.0 The Contract Price (for definition, please refer to GCC Clause titled 'Definitions') as awarded shall be the base Contract Price.

25.2.0 The rates quoted by the Bidder shall be the base price which will be subject to price adjustment in accordance with the conditions and formula prescribed in SCC and further subject to satisfying the requirements specified in this clause only.

25.3.0 A certain fixed percentage of base price shall not be subject to any price adjustment. The balance percentage to be specified shall be of identified Components towards labour, materials, steel, cement and Diesel Oil/ (POL) and shall be subjected to Price Adjustment.

25.4.0 The value of "F" as specified in Special Conditions of Contract will remain unchanged and fixed component shall not be disputed.

25.5.0 No ceiling limit on Price Adjustment on the base contract price.

25.6.0 Price Adjustment(s) shall be calculated for the quantum of works executed for the month

or the period of the bill as per agreed Work Schedule. For the purpose of payment/recovery of price variation provisions, the Contractor would be eligible for such claims or shall be liable for refund on the quantum of work scheduled or the actual quantum of work done provided always that the quantum of work done is more than or equal to the scheduled quantum of work as per the agreed Work Schedule. In other words, the Contractor shall not be eligible for these claims nor liable or payment/refund under these provisions if the work has been delayed beyond the scheduled date(s) for reasons attributable to Contractor. However the Contractor would be eligible for claim or liable for refund for price adjustment(s) for quantities of work executed beyond the scheduled dates based on the value of Indices as applicable to the schedule date of execution, for such delayed work provided that if the indices during the extended periods are lower than the indices during scheduled dates of execution, then lower indices shall be applicable.

25.7.0 Additional, altered or substituted items of work, derived from the agreed schedule of rate (to be attached in the "Award Letter") will also attract price adjustment as per this clause. No price adjustment is payable for the rate/amount of the additional, altered or substituted items of works, when derived from or based on Market rates as per clause 49 of Section- IV, GCC. No price adjustment for the cost of Owner Issued materials (viz. steel & cement or any other item(s) issued from Owner's Store) shall be applicable, which are issued at free of cost to the Contractor.

25.8.0 Every month after the award of Contract, the Contractor shall submit to the Engineer-in-Charge, a written notice of the changes, if any, that have occurred in the specified indices of materials, labour, Gases or High Speed Diesel Price, during the previous reporting period containing the effective date of such change, the amount of change for the claim of the amount of Contract price adjustment with authenticated documentary evidence of the relevant published indices/diesel price to substantiate the price adjustment.

25.9.0 Provided further that such payment/refund shall not be operative and payable after the Schedule expiry of the Contract period or authorized extended Contract period or extended date of completion of works or items of works in question, whichever is earlier.

25.10.0 In cases, the work or items of work, or group of items of work, are delayed beyond the schedule dates for the work, for reasons attributable to the Contractor, the price adjustment provisions shall not be applicable for the period of time between the schedule date and the actual date, but for as provided above in sub-clause 25.6.0.

25.11.0 For this purpose, the schedule date of work shall be as identified in line with provisions of clause entitled "TIME AND EXTENSION FOR DELAY" and/ or "The Work Schedule/ Bar Chart" (which will be discussed and finalised before Award of work) wherein the separate period of completion has been specified/ agreed to for items, or groups of items, or works.

25.12.0 TOTAL ADJUSTED CONTRACT PRICE

The total adjusted Contract price shall be Sigma (ACP) + other elements of Contract price if any.

25.13.0 Except as otherwise specifically provided in the Contract, no other expenditure incurred by the Contractor, due to any reason whatsoever, shall be payable to the Contractor.

25.14.0 The Contractor shall be required to produce necessary "Price List" for High Speed Diesel at the Indian Oil Corpn. retail outlet nearest to the project and "Monthly Bulletins" issued by office of the Economic Adviser, Ministry of Commerce & Industry, Government of India/ Labour Bureau, Shimla (as published by RBI) or any other related bulletin for materials/ Labour for receiving payments from Employer/ Refund to be made to Employer as required in the Price Adjustment Formula mentioned in SCC.

26. Taxes, Duties, Levies etc.

26.1 Except as other wise specifically provided in the Contract, the Contractor shall be liable

and responsible for the payment of all taxes, duties, levies and charges imposed on the Contractor, its Sub-Contractors and those imposed on the Contractor's equipment, materials, supplies and services to be used in the performance of the Contract or furnished under the Contract.

26.2 The Award of the Contract is on 'Works Contract' basis. Notwithstanding GCC Sub-Clauses 26.1 above, the Employer shall bear and pay/reimburse to the Contractor, Goods and Services Tax (GST) applicable on the items of Works Contract described in the Schedule of Quantities. However, the taxes, duties & levies as may be applicable on the materials used for Works Contract shall be to the contractor's account and no separate claim in this regard will be entertained by the Employer. Further, in case of any variation in the rates of the GST after the date seven (7) days prior to deadline set for submission of the Techno-Commercial bids, the same shall be paid/ reimbursed to/ recovered from the Contractor subject to submission of documentary evidence.

26.3 It shall be incumbent upon the Contractor to obtain a registration certificate under the GST Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the Contractor to the Employer. If the Contractor intends to engage itself in quarrying or mining of soil/earth, sand, stone/aggregates, metals, minerals or minor minerals required for the Works, as the case may be, it shall obtain necessary permits under the applicable law for such mining or quarrying from the State/Central Government authorities and pay the fee or charges applicable thereto.

26.4 The Contract Price shall be inclusive of any Royalties or Seigniorage Fee or Cess or other charges payable on the quarried or mined metal, minerals, or minor minerals, as the case may be, at the rate(s) prevailing as on seven (7) days prior to the deadline set for submission of bids.

26.4.1 It shall be the responsibility of the Contractor to ensure that the Royalties or Seigniorage Fee or Cess or other charges on the quarried or mined metal, minerals or minor minerals are paid to the statutory authorities.

26.4.2 The component of Royalties or Seigniorage Fee or Cess or other charges, if applicable in a running account bill, shall only be released by the Employer to the Contractor on submission of the following documents in original:

- A) In case the Contractor is the primary license holder of the quarry / mines:
 - i) Vehicle wise challan / transit permit and proof of payment of royalty, and
 - ii) Any other document required as per the relevant Acts/Rules of the concerned state.
- B) In case the Contractor is the purchaser of soil/earth, sand, stone/aggregates, metals, minerals or minor minerals:
 - i) Purchase voucher and vehicle wise challan / transit permit and proof of payment of royalty, and
 - ii) Any other document required as per the relevant Acts/Rules of the concerned state.

26.4.3 In case the Contractor fails to provide the required proof of royalty payment with the RA bill then an amount based on the prevailing rates of the royalty shall be retained from the respective RA bill, as security against royalty, which shall be refunded to the Contractor on submission of proof of royalty payment.

26.4.4 The Contractor shall pay and indemnify the Employer against any default in payment of Royalties or Seigniorage Fee or Cess or other charges by the Contractor or the agency from which the Contractor purchases soil/earth, sand, stone/aggregates, metals, minerals or minor minerals.

26.4.5 In the event of there being a statutory increase in the rates of royalty charges/fresh levy of royalty on materials, the same shall be reimbursed to the Contractor upon submission of original challan by him of having made the payments at revised rates. In the event of there being a decrease in such rates, the same shall be recovered from the Contractor. The base date for

calculating the increase or decrease shall be the rate as on seven (7) days prior to the date of Techno-Commercial bid opening. The total reimbursement (positive or negative) as specified above, to be paid or recovered, shall however be calculated on the quantity of materials actually considered while making the royalty payments to the concerned authorities, or the theoretical consumption of these materials (calculated on the basis of the volume of concrete or fill accepted for payment), whichever is less, and on the basis of documentary evidence of Govt. Notification. However, the Contractor will settle claims, if any, on account of over charge by the State Authorities.

26.5 If a new tax, duty or levy is imposed under statute or law in India after the date seven (7) days prior to deadline set for submission of the bids and the Contractor becomes liable there under to pay and actually pays the said new tax, duty or levy for bonafide use on the Works contracted, the same shall be reimbursed to the Contractor against documentary evidence of proof of payment, provided that the amount thus claimed is not paid/payable under price variation provision of the Contract.

26.6 The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy imposed under statute or law in India as per GCC Sub-Clauses 26.2, 26.3, 26.4 and 26.5 above, would be restricted only to direct transactions between the Employer and the Contractor.

26.7 The Employer shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details to the Engineer-in-Charge before the submission of the first bill/ invoice under the Contract.

26.8 The Contractor shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee etc, which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.

27. Overpayments and Underpayments

27.1 Wherever any claim for the payment of a sum of money to the Employer arises out of or under this Contract against the Contractor, the Contractor upon demand by the Employer or by the Engineer-in-Charge on behalf of the Employer, with explanation of the reasons for such a sum/ claim becoming due, shall forthwith pay the same to the Employer. If the Contractor fails to do so within twenty-one (21) days of such a claim, then the same may be deducted by the Employer from any sum then due or which at any time thereafter may become due to the Contractor under this Contract or from any other sum due to the Contractor from the Employer which may be available with the Employer or from his security deposit.

27.2 The Employer reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc. The Employer further reserves the right to enforce and recover any overpayment when detected, notwithstanding the fact that the amount of the final bill may include any item which is under dispute between the parties and referred to for settlement under GCC Clause entitled 'Settlement of Disputes' and notwithstanding the fact that the amount of the final bill figures in the arbitration decision/award.

27.3 If as a result of such audit and technical examination, any overpayment is discovered in respect of any Work done by the Contractor or alleged to have been done by him under the Contract, it shall be recovered by the Employer from the Contractor by any or all of the methods prescribed above. Similarly, if any underpayment is discovered by the Employer, the amount shall be duly paid to the Contractor by the Employer forthwith.

27.4 Provided that the aforesaid right of the Employer to adjust overpayments against amounts due to the Contractor under any other Contract with the Employer shall not extend beyond the period of two years from the date of payment of the final bill or in case the final bill is a minus bill, from the date the amount payable by the Contractor under the minus final bill is communicated to the Contractor.

27.5 Any amount due to the Contractor under this Contract for underpayment may also be adjusted against any amount then due or which may at any time thereafter become due from the Employer to the Contractor under any other Contract or account whatsoever.

28. Time Limit for submission & payment of Final Bill and waiver of rights of all claims

28.1 The final bill shall be submitted by the Contractor within three (3) months of physical completion of the Works unless otherwise a longer period is agreed to between the Engineer-in-Charge and the Contractor. No further claims shall be made by the Contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payment of the final bill will be made within four (4) months of receipt of the same.

D. EXECUTION OF FACILITIES

29. Work Commencement, Execution & Delays

29.1 Commencement of Works The execution of the Works shall commence from the 14th day after the date on which the Engineer-in-Charge issues written orders to commence the Work, unless otherwise stated elsewhere in the Contract.

29.2 Time for Completion

The entire scope of Work covered under this Contract shall be completed within the time stated in SCC or within such extended time granted to the Contractor by the Employer under the provisions of GCC Sub-Clause 29.5. The time allowed for execution of the Works as specified in the SCC or the extended time in accordance with these Conditions shall be the essence of the Contract.

29.3 Work Progress

29.3.1 Unless already incorporated in the Letter of Award, as soon as possible after the Contract is awarded, the Engineer-in-Charge and the Contractor shall agree upon a Work Schedule which will become the Contract Work Schedule. The Work Schedule shall be prepared in direct relation to the time stated in the Contract documents for the completion of the Works. The Work Schedule shall indicate the forecast of the dates of commencement and completion of various trades or sections of work.

29.3.2 All the Contractor's activities shall be performed and completed strictly in accordance with the agreed Work Schedule and to achieve the targets, the Contractor shall have to plan adequate mobilisation of all resources. The Engineer-in-Charge, shall however, have the right to review the progress and modify the sequence of carrying out the Work suiting the Site conditions and the Contractor shall be required to comply with such modifications and complete his activities in accordance thereof without any extra cost to the Employer.

29.3.3 Maintenance of Records of Weekly Progress Review Meetings at Site

The Contractor shall be required to attend all weekly site progress review meetings organized by the 'Engineer-in-Charge' or his authorized representative. The deliberations in the meetings shall inter alia include the weekly program, progress of work (including details of manpower, tools and plants deployed by the contractor vis-a-vis agreed schedule), inputs to be provided by Employer, delays, if any, and recovery program, specific hindrances to work and work instructions by Employer. Record of Hindrances / events that lead to slow / stoppage of smooth execution of work shall be maintained in "Hindrance Register". The minutes of the weekly meetings shall be recorded in triplicate in a numbered register available with the 'Engineer-in-Charge', or his authorized representative. These recordings shall be jointly signed by the Engineer-in-Charge or his authorized representative and the Contractor and one copy of the signed records shall be handed over to the Contractor. The following documents shall form the principal basis for consideration of Time Extension pursuant to GCC Clause 29.5 with or without LD, determining

the compensation amount pursuant to GCC Clause 29.6 and settlement of extra claims during the execution of contract:

1. The joint recordings in "Hindrance Register" and "Weekly Review Register".
2. Records of Technical Coordination Meetings.
3. Records of Contract Review Meetings.
4. Written notices issued by the "Engineer-in-charge" or his authorized representative to contractor in the relevant period.
5. Written requests/ notices by the Contractor to Employer/ Engineer-in-Charge in the relevant period.

29.4 Contract Coordination Procedures, Coordination Meetings & Progress Reporting

29.4.1 The Contractor shall prepare and finalise in consultation with the Engineer-in-Charge, a detailed contract coordination procedure within twenty-eight (28) days from the date of issue of Letter of Award, for the purpose of execution of the Contract.

29.4.2 The Contractor shall have to attend all the meetings at his own cost with Engineer-in-Charge or any authorised representative of the Employer during the currency of the Contract, as and when required and fully cooperate with such persons and agencies involved during these discussions.

29.4.3 During the execution of the Work, the Contractor shall submit at his own cost a detailed monthly progress report to the Engineer-in-Charge in three copies, latest by 14th of every month.

29.5 Extension of Time for Completion

29.5.1 The Time for Completion specified shall be extended if the Contractor is delayed or impeded in the performance of any of the obligations under the Contract by reason of any of the following:

- a) any occurrence of Force majeure as provided in GCC Clause entitled 'Force Majeure', or
- b) Work Schedules for beyond deviation limits & Extra Items as provided in GCC Sub-Clause 49.5, or
- c) any default or breach of the Contract by the Employer, or delay on the part of other contractors engaged by the Employer in executing work not forming part of this Contract, or
- d) any suspension order given by the Employer under GCC Sub-Clauses 50.1 (ii) and 50.1 (iii), or
- e) Any other sufficient cause which, in the opinion of the Engineer-in-Charge, is beyond the Contractor's reasonable control; by such period as shall be fair and reasonable in all the circumstances and as shall fairly reflect the delay or impediment sustained by the Contractor.

29.5.2 Except where otherwise specifically provided in the Contract, the Contractor shall submit to the Employer a notice in writing of a claim for an extension of the Time for Completion, together with particulars of the event or circumstance justifying such extension as soon as reasonably practicable, but no later than twenty-eight (28) days after the commencement of such event or circumstance. As soon as reasonably practicable, after the receipt of such notice and supporting particulars of the claim, the Employer shall give a fair and reasonable extension of time for completion of Work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within fifty-six (56) days of the date of receipt of such request by the Engineer-in-Charge.

29.5.3 The Contractor shall at all times use his reasonable efforts to minimise any delay in the

performance of his obligations under the Contract.

29.5.4 The compensations, if any, payable to the Contractor on account of any one or more of the above reasons of delay have been separately dealt with under relevant provisions of the Contract.

29.6 Liquidated Damages for Delay

29.6.1 If the Contractor fails to complete the Work on or before the scheduled or extended date of completion as per GCC Sub-Clauses 29.2 and 29.5, he shall, without prejudice to any other right or remedy of the Employer, arising out of the Contract on account of such delay, be liable for payment of liquidated damages, not as penalty, as per provisions of SCC Clause entitled 'Liquidated Damages for Delay'.

29.6.2 The following documents shall form the principal basis for consideration of Extension of Time for Completion pursuant to GCC Sub-Clause 29.5 with or without Liquidated Damages and determining the compensation amount pursuant to GCC Sub-Clause 29.6.

1. The joint recordings in "Hindrance Register" and "Weekly Review Register".
2. Records of Technical Coordination meetings,
3. Records of Contract Review meetings,
4. Written notices issued by the Employer and/or the Engineer-in-Charge or his authorized representative to the Contractor in the relevant period.
5. Written requests/ notices by the Contractor to Employer/ Engineer-in-Charge in the relevant period.

29.7 Delays by Employer or his Authorised Representative

29.7.1 In case the Contractor's performance is delayed due to any act of omission on the part of the Employer or his authorised representative, then the Contractor shall be given appropriate extension of time for the completion of the Works, to the extent such omission on the part of the Employer has caused delay in the Contractor's performance of his work. Regarding reasonableness or otherwise of the extension of time, the decision of the Engineer-in-Charge shall be final.

29.7.2 If such delays by the Employer have resulted in any increase in the cost to the Contractor, the Contractor shall be eligible to claim demonstrable and reasonable costs supported by full details of such increased costs incurred by him with all documentary evidence. The Employer shall examine the justification for such a request for claim and if satisfied, the extent of compensation shall be mutually agreed depending upon the circumstances at the time of such an occurrence.

30. Sub Contracts

30.1 After the award of the Contract, the Contractor shall not subcontract the Works/ any part of the Works without the prior written consent of the Engineer-in-Charge. Any such consent shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and neglects of any Sub-Contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Contractor, his agents, servants or workmen. Provided that the Contractor shall not be required to obtain such consent for:

- a) the provision of labour,
- b) the purchase of materials which are in accordance with the standards specified in the Contract, or
- c) the subcontracting of any part of the Works for which the sub-contractor is named in the

Contract.

In the event of the Contractor proposing a sub-contractor for any part of the Works after the award of the Contract, he shall be required to take approval from the Engineer-in-Charge. If the Engineer-in-Charge approves of the same, he shall stipulate qualifying requirements for the sub-contractors to perform the specified part of Work. The Contractor will then submit the requisite credentials of the agency (ies) he proposes to engage. The details so furnished by the Contractor shall be reviewed by the Employer. In case the agency(ies) proposed by the Contractor for the subcontracting are not considered acceptable, the Contractor will be required to furnish credentials of alternate agency(ies) for approval of Engineer-in-Charge. Based on the review and assessment, the agency (ies) shall be approved by the Engineer-in-Charge within twenty-one (21) days of furnishing of credentials by the Contractor.

30.2 Where a list of approved agencies for a sub-contracting work is provided in the Contract, the Contractor shall inform the name of the sub-contractor selected by him within a period as agreed with the Engineer-in-Charge, however not later than twenty-eight (28) days of the date of such selection.

30.3 The Contractor shall not be allowed to sub-contract works to any subcontractor/ Sub - vendor from a country which shares a land border with India unless such sub-contractor is registered with the competent Authority.

The Competent Authority for the purpose of registration shall be as mentioned in the relevant Annexure of SCC. However, the said requirement of registration will not apply to subcontractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may appraise itself of the updated lists of such countries available in the website of the Ministry of External Affairs. Procurement of raw material, components, etc. does not constitute subcontracting.

31. Setting out the Works

31.1 The Engineer-in-Charge shall supply dimensioned drawings, levels and other information necessary to enable the Contractor to set out the Works and the Contractor shall set out the Works and be responsible for the accuracy of the same. He shall amend at his own cost and to the satisfaction of the Engineer-in-Charge any error found at any stage which may arise through inaccurate setting out unless such error is based on incorrect data furnished in writing by the Engineer-in-Charge, in which case the cost of rectification shall be borne by the Employer. The Contractor shall protect and preserve all bench marks used in setting out the Works till date of submission of final bill under the Contract, unless the Engineer-in-Charge directs otherwise.

32. Methodology of Construction & Equipment Mobilisation

32.1 Methodology of construction and the work plan adopted by Contractor shall match the construction methodology/requirements specified in Technical Specifications.

32.2 The suggested minimum plant & equipment and machinery to be deployed by the Contractor for the execution of Work shall be as given in Technical Specifications.

32.3 The Contractor shall arrange at his own expense all tools, plant and equipment including Crane(s) (hereinafter referred to as T&P) required for execution of the work.

32.3.1 If the Contractor requires any item of T & P on hire from the Employer, the Employer will, if such item is available, hire it to the Contractor at an hourly rate to be fixed by the Engineer-in-Charge.

32.3.2 The T&P shall be given to the Contractor on hire by the Employer for a period of one hour or its multiple thereof. In case the T&P is hired by the Contractor for a period of four hours or less, the hire charges applicable for a minimum period of four hours shall be recovered from the

Contractor's bills. In case the T&P is hired by the Contractor for a period exceeding four hours, the hire charges shall be calculated based on the charges applicable as per hourly rate. The hire charges in respect of T&P given on hire to the Contractor by the Employer shall be recovered from the Contractor's bills.

32.3.3 For accounting purpose, total working hours shall be considered to be the period between time of placement of T&P to the Contractor at the requested location and time of release of the same. This shall be logged in Record Book on daily basis and shall be signed between Contractor/ Subcontractor and the Engineer-in-charge or his authorised representative. In case the T&P issued to the Contractor is not owned by the Employer but hired from another agency, the authorised representative of the agency providing the T&P will also sign the said Record Book. In case the Contractor contests correctness of any entry and/or fails to sign the Record Book the decision of the Engineer-in-Charge shall be final and binding on him. Hire charges shall be calculated in accordance with the entries in the Record Book.

32.3.4 The Contractor will be exempted from levy of any charges for the number of days he is called upon in writing by the Engineer - in- Charge to suspend execution of the work, provided Employer's T & P/ T&P hired by the Employer in question has, in fact, remained idle with the Contractor because of the suspension, provided the Contractor, in case the period of suspension exceeds 11 days, returns Employer's T & P/ T&P hired by the Employer to the place from where it was issued.

32.3.5.1 T&P owned by Employer

The hire charges will cover financing cost, charges of crew, depreciation, stores for maintenance and cleaning purposes and fuel needed to start a machine at the time of issue. All other charges such as cost of fuel for running a machine, engine oil, kerosene oil, etc., for working Employer's T&P, and all unskilled labour and water required for servicing/wash out shall be borne by the Contractor. The Contractor shall permit the Engineer-in-Charge to carry out periodical maintenance of Employer's T&P in accordance with the provision there for in the aforesaid Schedule, and there will be no deduction in hire charges for the period spent on such maintenance. However, the Contractor shall be allowed to return the tools and plants (issued by the Employer) for purposes of repairs and for the duration of such repairs no hire charges shall, be levied.

The Contractor shall be responsible for care and custody of Employer's T&P (including employment of chowkidars) during the period Employer's T&P remain with him and any damage (fair wear and tear excepted) to any of the equipment(except for Excepted Risks provided always the Contractor has taken precautions necessary to protect it from such risks) shall be made good at the Contractor's expense to the satisfaction of the Engineer- in-Charge unless such damage is caused because of negligence of crew provided by the Employer.

32.3.5.2 T&P hired by the Employer

The hourly hiring rate for T&P hired by the Employer from another agency and issued to Contractor shall be all inclusive rate including the cost of hiring, operation & maintenance charges, fuel charges and other charges.

32.3.6 The Employer gives no guarantee in respect of output of T & P hired to the Contractor and no reduction in rates or any compensation shall be allowed on the ground that out turn or performance of Employer's T & P/ T&P hired by the Employer was not to the Contractor's expectation.

32.3.7 The T&P hired to the Contractor shall be returned at the place of issue by the Contractor to the Engineer-in-Charge (unless otherwise directed) on execution of the work or section of the work at the end of the day. In case the T&P is used by the Contractor in continuation of previous requisition and the crane has not moved out of his work area, then the movement of crane for fresh requisition(s) by the Contractor within his work area shall be to the Contractor's account.

32.3.8 The Employer shall be entitled to terminate the hire without assigning any reason whatsoever and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever on account of termination of hire of T&P issued by the Employer. On termination of the hire by the Employer, the Contractor shall return the T&P at the place of issue unless otherwise directed by the Engineer-in-Charge.

33. Patent Indemnity

33.1 The Contractor shall indemnify and hold harmless the Employer and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of whatsoever nature, including attorney's fees and expenses, which the Employer may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract in the performance of the Contract.

33.2 In the event of any claim being made or action being brought against the Employer or its representatives or its employees, in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. However, such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Employer; but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was as a result of any drawings and/or specifications issued after the award of Contract by the Employer, provided further that the Contractor has brought to the notice of the Engineer-in-Charge, of such infringement immediately upon the instructions of the Engineer-in-Charge or upon the Contractor becoming aware of such infringement.

34. Materials for the performance of the Contract

(a) Materials to be provided by the Contractor

1. The Contractor shall at his own expense, provide all materials required for the Works other than those which are to be issued by the Employer.

2. All materials to be provided by the Contractor shall be in conformity with the specifications laid down in the Contract and the Contractor shall, if requested by the Engineer-in-Charge, furnish proof to the satisfaction of Engineer-in-Charge that the materials so comply.

3. Wherever required by the Engineer-in-Charge, the Contractor shall, at his own expense and without delay, provide samples of materials proposed to be used in the Works. The Engineer-in-Charge shall within seven (7) days thereafter or within such further period as he may require, intimate to the Contractor in writing, whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange for fresh samples complying with the Technical specifications laid down in the Contract, for approval.

4. The Engineer-in-Charge shall have full powers to require removal of any or all of the materials brought to site by the Contractor which are not in accordance with the Contract specifications or do not conform in character or quality to samples approved by him. In case of default on the part of the Contractor in removing rejected materials, the Engineer-in-Charge shall be at liberty to have them removed by other means. The Engineer-in-Charge shall have full powers to order the Contractor to provide other proper materials to be substituted for rejected materials and in the event of the Contractor refusing to comply, he may cause the same to be supplied by other means. All costs, which may attend upon such removal and/or substitution, shall be borne by the Contractor.

5. The Engineer-in-Charge shall be entitled to have tests carried out as specified in the

Contract for any materials supplied by the Contractor other than those for which, as stated above, satisfactory proof has already been furnished, at the cost of the Contractor and the Contractor shall provide at his expense all facilities which the Engineer-in-Charge may reasonably require for the purpose. If no tests are specified in the Contract, and such tests are required by the Engineer-in-Charge, the Contractor shall provide all facilities required for the purpose and the charges for these tests including the cost of materials consumed/used in such tests shall be to the account of Employer, except if the tests disclose that the said materials are not in accordance with the provision of the Contract, then the same shall be to the account of the Contractor.

6. The Contractor shall indemnify the Employer, its representatives or its employees against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall pay any royalties or other charges which may be payable in respect of any article or material or part thereof included in the Contract. In the event of any claim being made or action being brought against the Employer or its representatives or its employees, in respect of any such matters as aforesaid, the Contractor shall immediately be notified thereof. However, such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Employer; but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was as a result of any drawings and/or specifications issued after the award of Contract by the Employer, provided further that the Contractor has brought to the notice of the Engineer-in-Charge, of such infringement immediately upon the instructions of the Engineer-in-Charge or upon the Contractor becoming aware of such infringement.

7. Subject as hereinafter provided in GCC Clause entitled 'Contract Price Adjustment' all charges on account of GST and other levies/octroi on materials obtained for the Works from any source (excluding materials issued by the Employer) shall be borne by the Contractor.

(b) Materials to be issued by the Employer:

(i) Materials to be issued by the Employer free of cost

The Employer, if so stipulated in SCC, may issue cement, reinforcement steel and structural steel to the Contractor free of cost for incorporation in the Works as per the terms and conditions specified in the SCC/Technical Specifications.

(ii) Materials to be issued by the Employer on chargeable basis

If after the award of the Contract, the Contractor desires the Employer to issue/supply any other materials, for the purposes of the Contract such materials may be issued by the Employer, if available, at rates and terms and conditions to be fixed by the Engineer-in-Charge. The Employer reserves the right not to issue any such materials. The non-issue of such materials will not entitle the Contractor for any compensation whatsoever either in time or in cost.

(c) **General:**

1. Materials required for the Works, whether brought by the Contractor or issued by the Employer, shall be stored by the Contractor only at places approved by the Engineer-in-Charge. Storage and safe custody of material shall be the responsibility of the Contractor.

2. Engineer-in-Charge shall be entitled at any time to inspect and examine any materials intended to be used in or on the Works, either on the Site or at factory or workshop or other place(s) where such materials are assembled, fabricated, manufactured or at any place(s) where these are lying or from which these are being obtained and the Contractor shall give such

facilities as may be reasonably required for such inspection and examination.

3. All materials brought to the Site shall not be removed off the Site without the prior written approval of the Engineer-in-Charge. But whenever the Works are finally completed and advance, if any, in respect of any such material is fully recovered, the Contractor shall at his own expense forthwith remove from the Site all surplus material originally supplied by him.

4. The Employer may issue all the materials agreed to be issued to the Contractor under the Contract, at its site stores, or nearest railhead. In case the materials are issued at the nearest rail head, the cost of transportation only, from such rail head to the Site will be borne by the Employer, subject to the reasonableness of such transportation cost being certified by the Engineer-in-Charge. All other costs such as loading, unloading, transportation to Contractor's godown, storage etc. till the materials are incorporated in the Works or returned to the Employer shall be to the account of the Contractor.

5. All materials issued to the Contractor, by the Employer for incorporation or fixing in the Works (including preparatory work) shall, on completion or on termination of the Contract, be returned by the Contractor at his expense, at the Employer's store, after making due allowance for actual consumption, reasonable wear and tear and/or waste. If the Contractor is required to deliver such materials at a place other than the Employer's store, he shall do so and the transportation charges from the Site to such place, less the transportation charges which would have been incurred by the Contractor, had such materials been delivered at the Employer's store, shall be borne by the Employer.

35. Quality Assurance Programme

35.1 Sampling, testing and quality assurance requirements are given in Technical Specifications.

35.2 All costs associated with testing of materials required as per Technical Specifications shall be deemed to be included in Contract rates/prices in the Schedule of Quantities.

36. Inspection and Approval

36.1 All Works embracing more than one process shall be subject to examination and approval at each stage thereof and the Contractor shall give due notice to the Engineer-in-Charge or his authorised representative when each stage is ready. In default of such notice, the Engineer-in-Charge shall be entitled to appraise the quality and extent thereof.

36.2 No work shall be covered up or put out of view without the approval of the Engineer-in-Charge or his authorised representative and the Contractor shall provide full opportunity for examination and measurement of any work which is about to be covered up or put out of view and for examination of foundations before further work is placed thereon. The Contractor shall give due notice to the Engineer-in-Charge or his authorised representative whenever any such work or foundation is ready for examination and the Engineer-in-Charge or his representative shall without unreasonable delay, unless he considers it unnecessary and advises the Contractor accordingly' attend for the purpose of examining and measuring such work or of examining such foundations. In the event of the failure of the Contractor to give such notice he shall, if required by the Engineer-in-Charge, uncover such work at his own expense.

36.3 The Engineer-in-Charge or his authorised representative shall have powers at any time to inspect and examine any part of the Works and the Contractor shall give such facilities as may be reasonably required for such inspection and examination.

36.4 The Contractor shall uncover any part of the Works and/or make openings in or through the same as the Engineer-in-Charge may from time to time direct for his verification and shall reinstate and make good such part to the satisfaction of the Engineer-in-Charge. If any such part has been covered up or put out of view after being approved by the Engineer-in-Charge and is

subsequently found on uncovering to have been executed in accordance with the Contract, the expenses of uncovering and/or making opening in or through, reinstating and making good the same shall be borne by the Employer. In any other case all such expenses shall be borne by the Contractor.

36.5 The additional & specific inspection and approval requirements in respect of the Works are detailed further in the Technical Specifications.

37. Records and Measurement

37.1 The Engineer-in-Charge shall, except as otherwise stated, ascertain and determine by measurement the value of the Work done in accordance with the Contract.

37.2 All items having a financial value shall be entered in Measurement Book, level book, etc. prescribed by the Engineer-in-Charge so that a complete record is obtained of all Work performed under the Contract.

37.3 Measurements shall be taken jointly by the Engineer-in-Charge or his authorised representative and the Contractor or his authorised representative.

37.4 Before taking measurements of any Work the Engineer-in-Charge or his authorised representative for the purpose shall give a reasonable notice to the Contractor. If the Contractor fails to attend or send his authorised representative for taking the measurements after such a notice or fails to countersign or to record the objection, if any, within a week from the date of measurement, then in any such event measurements taken by the Engineer-in-Charge or his authorised representative shall be taken to be correct measurements of the Work.

37.5 The Contractor shall, without extra charge, provide assistance with every appliance, labour etc. necessary for taking measurements.

37.6 Measurements shall be signed and dated by both parties each day on the Site on completion of measurement. If the Contractor objects to any of the measurements recorded, a note to that effect shall be made in the Measurement Book against the item objected to and such note shall be signed and dated by both parties engaged in taking the measurement. The decision of the Engineer-in-Charge on any such dispute or difference or interpretation shall be final and binding on both the parties and shall be beyond the scope of the provisions of settlement of disputes under the Contract.

38. Methods of Measurement

38.1 Measurement of Contract items of Work shall be taken in accordance with method of Measurement stipulated in the Technical Specifications/Schedule of Quantities. In case of extra items, the Engineer-in-Charge shall also specify the method of measurement for such items at the time of his order for execution of such extra items.

38.2 In case no method of measurement is stipulated in Technical Specifications/ Schedule of Quantities/ Order of the Engineer-in-Charge, then the Method of Measurement of such items shall be as per the relevant Standard Method of Measurement issued by Indian Standards Institution or general industry practice/ local custom.

39. Temporary / Enabling Works

39.1 The siting and nature of all offices, access road to the work areas, access tracks to work areas, sumps, and all other Temporary / Enabling Works as may be required for the proper execution of the Works shall be subject to the approval of the Engineer-in-Charge. These Works shall be executed by the Contractor at his own cost. Hard crusting for pre- assembly/fabrication yard shall be in line with Technical Specifications.

39.2 All equipment, labour, materials including cement, reinforcement and the structural steel

required for the Enabling Works associated with the entire Contract shall have to be arranged by the Contractor only. Nothing extra shall be paid to the Contractor on this account and the unit rates quoted by the Contractor on this account and the unit rates quoted by the Contractor for various items in the Schedule of Quantities shall be deemed to include the cost of Enabling Works.

39.3 However, for fabrication yard or for fabrication of structural steel, if any, hard crusting made with compacted filling using broken hard stone aggregate with binding material shall be measured and paid under relevant item of stone aggregate filling with binding material as specified in Technical Specifications and Schedule of Quantities.

The maximum area of hard crusting that will be paid is limited to consecutive three (3) month peak fabrication quantity in M.T. indicated in the Work Schedule multiplied by 3.5 sq. m per M.T. The hard crusting area arrived as above shall be further subject to availability of appropriate area in the general layout plan and approval of the Engineer-in- Charge.

Further development of fabrication and assembly bed, power distribution points, cable laying, drains, additional area of hard crusting over and above area stipulated etc., shall be done by the Contractor, at his own cost.

39.4 The Contractor shall make his own arrangement for approach to the work Site, including borrow / disposal area and for movement of men, machinery, other requirement etc. required for carrying out the Work included under this Contract.

40. Urgent Works

40.1 If any Urgent Work becomes necessary and the Contractor is unable or unwilling at once to carry it out, the Engineer-in-Charge may by his own or other means, carry it out as he may consider necessary. If the Urgent Work shall be such as the Contractor is liable under the Contract to carry out at his expenses, all expenses incurred on it by the Employer shall be recoverable from the Contractor and be adjusted or set off against any sum payable to him.

41. Construction Power and Construction Water Supply and Staff / Labour Colony

41.1 Unless otherwise stated in SCC, the provisions for Construction Power and Construction Water Supply and Staff / Labour Colony shall be as under:

41.1.1 The Contractor shall advise the Engineer-in-Charge, within twenty-eight (28) days from the date of acceptance of the Letter of Award, about his exact requirement of space for his office, storage area, preassembly and fabrication areas, etc. The above requirement shall be reviewed by the Engineer-in-Charge and space as decided by him will be allotted for his use as well as his Sub-Contractor's use. The contractor shall make his own arrangement for construction/ rented premises for labour / staff colony.

41.1.2 On completion of Work, the Contractor shall handover the land duly cleaned to the Engineer-in-Charge. Until and unless the Contractor has handed over the vacant possession of land allotted to him for the above purpose, the payment of his final bill shall not be made. The Contractor shall be made liable to pay for the use and occupation at the rates to be determined by the Engineer-in-Charge if the Contractor overstays in the land after the Contract is completed.

41.1.3 The Contractor shall submit to the Engineer-in-Charge within twenty-eight (28) days from the date of acceptance of the Letter of Award, his electrical power requirements, if any, to allow the planning of the same by the Engineer-in-Charge. The Contractor shall be provided with supply of electricity on chargeable basis for the purposes of the Contract only, at two convenient locations in the Site. The Contractor shall make his own further distribution arrangement. All temporary wiring must comply with local regulations and will be subject to Engineer-in-Charge's inspection and approval before connection to supply. The supply of power will not be provided for the use in the labour and staff colony. It shall be the responsibility of the Contractor to take the

power supply upto the point of his use. The Contractor shall be charged for power supply at rates prevalent as per the tariff of the electricity distribution entity at the Site. The Engineer-in-Charge may consider additional points of power supply in deserving and exceptional cases.

41.1.4 The Employer does not guarantee uninterrupted power supply and Employer shall not be responsible for any loss or delays which the contractor may suffer on this account. Contractor shall arrange/provide necessary backup arrangement on his own for uninterrupted power supply.

41.1.5 The Contractor shall arrange for drinking water to his workmen/staff at Work Site and other water supply for all purposes for his labour and other personnel at the worksite / colony on his own. The quality of water should meet the requirements for which it is proposed to be used. All Civil and Structural Work associated with the above including borings, pipe lines, valves, pumps, tube wells, pump house, underground storage tank, over ground storage tank, water tankers etc., whatsoever required for taking the water from the underground source or any other source to the place of use shall be provided / erected/ constructed / maintained by the Contractor at his own cost.

41.1.6 The contractor shall arrange for construction water from underground/local sources. All borings, pipe lines, pumps, water tankers, underground storage tank, over-ground storage tank, etc, whatsoever required for taking the water from the underground source to the site of work shall be provided / erected / constructed / maintained by the contractor at his own cost.

41.1.7 The Contractor shall not be entitled to any compensation on account of the expenditure incurred in arranging the construction water.

42. Site Laboratory

42.1 As part of the Contract, the Contractor shall provide and maintain a site laboratory for the testing of construction materials under the direction and general supervision of the Engineer-in-Charge.

42.2 The laboratory building shall be constructed and installed with the appropriate facilities. Temperature and humidity controls shall be available wherever necessary during testing of samples.

42.3 All equipments shall be provided by the Contractor so as to be compatible with the testing requirements specified. The Contractor shall maintain the equipment in good working condition for the duration of the Contract.

42.4 The Contractor shall provide approved qualified personnel to operate and maintain the laboratory for the duration of the Contract. The number of staff and equipment available must at all times be sufficient to keep pace with the sampling and testing programme as required by the Engineer-in-Charge.

42.5 The Contractor shall fully service the site laboratory and shall supply everything necessary for its proper functioning, including all transport needed to move equipment and samples to and from sampling points on the site, etc.

42.6 The Contractor shall re-calibrate all measuring devices whenever so required by the Engineer-in-Charge and shall submit the results of such measurements without delay.

43. Completion Certificate

43.1 As soon as the Work is completed, the Contractor shall give notice of such completion to the Engineer-in-Charge and within eighty-four (84) days of receipt of such notice the Engineer-in-Charge shall inspect the Work and shall furnish the Contractor with a certificate of completion indicating (a) date of completion, (b) defects, if any, in the Work to be rectified by the Contractor and/or (c) items, if any, for which payment shall be made at reduced rates. When separate

periods of completion have been specified for items or groups of items, the Engineer-in-Charge shall issue separate completion certificates for such item or groups of items. No certificate of completion shall be issued nor shall the Work be considered to be complete till the Contractor shall have removed from the premises on which the Work has been executed all scaffolding, sheds and surplus materials (except such as are required for rectification of defects), and the like to the satisfaction of Engineer-in-Charge. If the Contractor shall fail to comply with any of the requirement of the conditions as aforesaid, on or before the date of completion of the Works, the Engineer-in-Charge may, at the expense of the Contractor fulfil such requirements and dispose of the scaffoldings, surplus materials and rubbish etc. as he thinks fit and recover the cost after giving due credit for the realised amount. The term 'completion' used herein means the physical completion of the Work and in no way means to connote the quality or time of performance of the Work.

43.2 If at any time before completion of the entire Work, items or groups of items for which separate periods of completion have been specified, have been completed, the Engineer-in-Charge can take possession of any part or parts of the same (any such part(s) being hereinafter in this Condition referred to as 'the relevant part') notwithstanding anything expressed or implied elsewhere in this Contract.

43.3 In case of such taking over of possession by Engineer-in Charge of the said item or group of items, the following shall govern:

43.3.1 Within twenty-eight (28) days of request by the Contractor, the Engineer-in-Charge shall issue completion certificate for the relevant part as in GCC Sub-Clause 43.1 above provided the Contractor fulfils his obligations under that Condition for the relevant part.

43.3.2 The Defects Liability Period in respect of such items and the relevant part shall be deemed to have commenced from the certified date of completion of such items or the relevant part as the case may be.

43.3.3 The Contractor may reduce the value insured under GCC Clause entitled 'Contractor's Liability and Insurance' to the extent of the value of the completed items or relevant part as estimated by the Engineer-in-Charge and notified for this purpose. This estimate shall be applicable for this purpose only and for no other.

43.3.4 For the purposes of ascertaining liquidated damages for delay under GCC Sub-Clause 29.6 in respect of any period during which the Works are not complete the relevant part will be deemed to form a separate item or group, with date of completion as given in the Contract or as extended under GCC Sub-Clause 29.2 and actual date of completion as certified by the Engineer-in-Charge under this Clause.

D. DEFECTS LIABILITY

44. Liability for Damage, Defects or Imperfections and Rectification thereof

44.1 If the Contractor or his workmen or employees shall injure or destroy any part of the building / structure in which they may be working or any building, road, fence etc. contiguous to the premises on which the Work or any part of it is being executed, or if any damage shall happen to the Work while in progress, the Contractor shall upon receipt of a notice in writing in that behalf make the same good at his own expense. If it shall appear to the Engineer-in-Charge or his representative at any time during construction or re- construction or prior to the expiration of the Defects Liability Period, that any work has been executed with unsound, imperfect or unskilled workmanship or that any materials or articles provided by the Contractor for execution of the Work are unsound or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, or that any defect, shrinkage or other faults have appeared in the Work arising out of defective or improper materials or workmanship, the Contractor shall, upon receipt of a notice in writing in that behalf from the Engineer-in-Charge, forthwith rectify or remove and re-construct the work so specified in whole or in part, as the case may require or as the case may be, and/or remove the materials or articles so specified and provide other proper

and suitable materials or articles at his own expense, notwithstanding that the same may have been inadvertently passed, certified and paid for and in the event of his failing to do so within the period to be specified by the Engineer-in-Charge in his notice aforesaid, the Engineer-in-Charge may rectify or remove and re-execute the work and/or remove and replace with others, the materials or articles complained of, as the case may be, by other means at the risk and expense of the Contractor.

45. Defects Liability Period

45.1 Unless otherwise specified in the SCC, the Contractor shall be responsible to make good and remedy at his own expense within such period as may be stipulated by the Engineer-in-Charge, any defect which may develop or may be noticed before the expiry of twelve (12) months from the certified date of completion.

45.1.1 On expiry of the period mentioned as defect liability period (GCC Clause 45), contractor's liability ceases except for latent defects. The contractor's liability for latent defect shall be limited to a period of five (5) years from the end of Defect liability period for the subject package. For the purpose of this clause the latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the defect liability period but may surface later.

F. RISK DISTRIBUTION

46. Employer's and Contractor's Risks and Insurance

46.1 The Employer carries the risks which this Contract states as Employer's risks, and the Contractor carries risks which this Contract states as Contractor's risks, under this clause.

46.2 Irrespective of the Employer's Risks or Contractor's Risks the Contractor shall execute the Works as per Contract and as directed by Engineer-in-Charge.

46.3 Employer's Risks

46.3.1 The 'Excepted Risks' are

(1) In so far as they occur in the Union of India and directly affect the execution of the Works:

(a) war and hostilities (whether war be declared or not), invasion, act of foreign enemies.

(b) rebellion, revolution, insurrection or military or usurped power or civil war.

(c) riot, commotion or disorder, unless solely restricted to employees of the Contractor or of his sub-contractors and arising from the conduct of the Works;

(d) ionizing radiations, or contamination by radio activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radioactive, toxic, explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component;

(e) pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speed;

(f) any operation of the forces of nature, which is unforeseeable or against which an experienced contractor could not reasonably have been expected to have taken adequate precautions or

(2) a cause due to the design of the Works, other than the Contractor's design.

46.3.2 In the event of any loss or damage to the Works or any part thereof and/or to any

materials or articles at the Site from out of any occurrence of Excepted Risks, the following provisions shall have effect:

(a) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, remove from the Site any debris and so much of the Works as shall have been damaged, take the same to the place identified by the Employer, at the Employer's cost.

(b) The Contractor shall, as may be directed in writing by the Engineer-in-Charge, proceed to rectify, repair, reconstruct or replace the damaged articles, materials and the Works under and in accordance with the Conditions of the Contract, at the Employer's cost.

46.3.3 The Contractor shall not be entitled to payment under the above provisions in respect of so much loss or damage as has been occasioned by any failure on his part to perform his obligations under the Contract or not taking precautions to prevent loss or damage or minimize the amount of such loss or damage.

46.4 Contractor's Risks

46.4.1 All risks of loss of or damage to the physical property and of personal injury and death, which arise during and in consequence of the performance of the Contract, other than those covered under the Excepted Risks, will be the liability of the Contractor, except as otherwise provided in the Contract.

46.4.2 From commencement to completion of the Works, the Contractor shall take full responsibility for the care thereof and for taking precautions to prevent loss or damage and to minimize loss or damage to the greatest extent possible and shall be liable for any damage or loss that may happen to the Works or any part thereof from any cause whatsoever (save and except due to Excepted Risks) and shall at his own cost repair and make good the same so that at completion, the Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and instructions of the Engineer-in-Charge.

46.4.3 The Contractor shall indemnify and keep indemnified the Employer against all losses and claims for injuries or damage to any person or any property whatsoever which may arise out of or in consequence of the construction and maintenance of the Works and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto; Provided always that nothing herein contained shall be deemed to render the Contractor liable for or in respect of or to indemnify the Employer against any Compensation or damage caused by any occurrence of the Excepted Risks.

46.5 Insurance

46.5.1 Before commencing the execution of the Works, the Contractor shall, without in any way limiting his obligations and responsibilities under this clause, indemnify the Employer against any damage/ loss or injury which may occur to any property or to any person (including any employee of the Employer) by or arising out of carrying out of the Contract, except due to reasons of 'Excepted Risks'.

46.5.2 Towards this end, the Contractor shall arrange adequate insurance coverages, in the joint names of the Employer and the Contractor, from the date of commencement of the work to the end of the Defects Liability Period for at-least the following:

- (i) loss of or damage to the Works including Employer issued materials;
- (ii) loss of or damage to the Contractor's T&P;
- (iii) loss of or damage to the property other than Works including those of third parties;
- (iv) injury or death of personnel belonging to the Contractor, the Employer or any other party.
- (v) Worker's Compensation in accordance with the statutory requirements.

The Contractor shall be compulsorily required to take Contractor's All Risk Insurance Policy for all risks except those covered under the Excepted risks with minimal deductible for the re-

execution value of the Works on completion and replacement cost of the Contractor's T&P/ Plant & Equipment/ Employer's free issue materials/ Third party Property, etc. as mentioned above. For this purpose the re-execution value of the Works on completion/ replacement cost of the Contractor's T&P/ Plant & Equipment/ Employer's free issue materials/ Third party Property shall include all such expenses, costs, taxes, duties, levies, royalties, etc. which in case of total loss, the Employer/ Contractor would be reasonably expected to incur to bring these to the same state as if no damage had occurred.

The Contractor and Employer shall mutually decide on the insured sum but in no case it shall be less than the 110% of the value of the Works on completion and Third party Property and 110% of the cost of Contractor's T&P/ Plant & Equipment/Employer's free issue materials delivered to site including all taxes, duties, levies and royalties etc. and escalation during the period of re-execution for the Works and delivery of replacement Contractor's T&P/ Plant & Equipment/ Employer's free issue materials to site. However, in case of any conflict, the Employer's decision regarding the insured sum shall be final and binding on the Contractor. The Employer shall be named coinsured in the policy and it shall include the extended cover at-least for the following:

- a) Third Party Liability
- b) Cross Liability
- c) Earthquake
- d) Cost of removal of debris
- e) Custom duty as applicable
- f) Escalation during re-execution
- g) Employer's surrounding property
- h) Storage risk at Fabricator's premises as applicable
- i) Cost of tools and tackles and material handling equipment used for construction purposes.
- j) SRCC & terrorism

46.5.3 Where Employer's building or a part thereof is rented by the Contractor, he shall insure the entire building if the building or any part thereof is used by him for the purpose of storing or using materials of combustible nature as to which the decision of the Engineer-in-Charge shall be final.

46.5.4 Contractor shall ensure that the insurance coverage of the above policies include any loss or damage to his Staff, Supervisors, Engineers and others who are not covered by Workmen Compensation Act. Alternatively, the Contractor will take suitable additional or separate insurance policies to cover the same.

46.5.5 All monies payable by the insurers under such policy or policies shall be first to be paid to the Employer who shall pay to the Contractor in instalments for the purpose of rebuilding or replacement or repair of the damaged Works, Contractor's T&P and/or materials destroyed or damaged as the case may be. Such payments of monies will be made in a manner that the payments are commensurate with the progress and cost of the repair, replacement and reconstruction, as may be and as determined by the Engineer-in-Charge in consultation with the Contractor.

46.5.6 Policies and certificate for insurance shall be delivered by the Contractor to the Project Engineer for the Project Engineer's approval before the date of commencement of the Works.

46.5.7 If the Contractor has a blanket insurance policy for all his works and the policy covers all or some of the items to be insured under this Clause, the said policy shall be assigned by the Contractor in favour of the Employer; provided however if any amount is payable under the policy by the insurers in respect of works other than the Work under this Contract, the same may be recovered by the Contractor directly from the insurers.

46.5.8 The aforesaid insurance policy/policies shall provide that they shall not be materially modified/ cancelled till the Engineer-in-Charge has agreed to such modification or cancellation in writing.

46.5.9 Upon grant of the time extension by the Engineer-in-Charge, it is understood that the Contractor's liability of indemnity will be extended suitably without any further action by the Employer and the Contractor shall promptly furnish documentary evidence to Engineer-in-Charge towards extension of insurance policies for the period of time extension.

46.5.10 The Contractor shall ensure that where applicable, his Sub-Contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for the part of the Works executed by them under the Contract, unless such Sub-Contractors are covered by the policies taken out by the Contractor.

46.5.11 If the Contractor and/or his Sub-Contractors (if any) shall fail to effect and keep in force the insurance coverage, referred to above or any other insurance which he/they may be required to effect under the terms of the Contract, then in any such case the Employer may, without being bound to, effect and keep in force any such insurance coverage and pay such premium or premiums, as may be necessary for that purpose from time to time and deduct the amount so paid by the Employer from any monies due or which may become due to the Contractor or recover the same as a debt due from the Contractor.

46.5.12 If the Contractor does not provide any of the policies and certificates required, the Employer, with due notice to the Contractor may effect the insurance which the Contractor should have provided and recover the premiums, the Employer has paid from payments otherwise due to the Contractor or, if no payment is due, the payment of the premiums shall be a debt due from the Contractor.

47. Force Majeure

47.1 Definition of Force Majeure

47.1.1 "Force Majeure" shall mean any event beyond the control of the Employer or of the Contractor, as the case may be, (but excluding 'Excepted Risks', which shall be dealt in accordance with GCC Clause entitled "Employer's Risks") and which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract.

47.1.2 Notwithstanding the generality of the above, the following events shall be termed as Force Majeure events in respect of the Contract

- (i) terrorist acts,
- (ii) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act of failure to act of any local state or national government authority,
- (iii) national/sectoral/illegal strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, epidemics, quarantine and plague

47.2 Notice of Force Majeure

47.2.1 If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.

47.2.2 The party who has given such notice shall be excused from the performance or punctual performance is prevented, hindered or delayed.

47.2.3 Notwithstanding any other provision of the Clause, Force Majeure shall not apply to any

obligations of the Employer to make payments to the Contractor herein.

47.3 Duty to Minimize Delay

47.3.1 The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfill its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Sub-Clause 47.5.

47.4 Consequence of Force Majeure

47.4.1 If the Contractor is prevented from performing its obligations under the Contract by reason of Force Majeure of which notice has been given under Sub-Clause 47.2.1, and suffers delay by reason of such Force Majeure, the Contractor shall be entitled to an extension of time for any such delay, if the Completion is or will be delayed, in accordance with GCC Sub-Clause entitled "Extension of Time for Completion".

47.4.2 No delay or nonperformance by either party hereto caused by the occurrence of any event of Force Majeure shall

- (a) constitute a default or breach of the Contract,
- (b) give rise to any claim for damages or additional cost or expense occasioned thereby

if and to the extent that such delay or nonperformance is caused by the occurrence of an event of Force Majeure.

47.5 Termination for reasons due to extended Force Majeure

47.5.1 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than seventy (70) days or an aggregate period of more than one hundred and forty (140) days or any such extended period as may be agreed to between the parties on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which either party may terminate the Contract by giving a notice to the other.

47.5.2 In the event of termination pursuant to GCC Sub-Clause 47.5.1, the rights and obligations of the Employer and the Contractor shall be as specified hereunder:

- (a) the Contractor shall be paid at contract rates for the work already executed by him
- (b) The Employer shall have an option to take over the Contractor's facilities/materials or any part thereof brought to site by the Contractor's facilities/materials or any part thereof brought to site by the Contractor, at such rates as are determined reasonable by the Engineer-in-Charge.

47.5.3 In the event of any disagreement of the parties relating to matters at GCC 47.5.2, the dispute shall be settled in accordance with GCC Clause titled "Settlement of Disputes".

G. CHANGES IN CONTRACT ELEMENT

48. Changes in Constitution:

48.1 Where the Contractor is a partnership firm, prior approval in writing of the Employer shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu Undivided Family business concern such approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership firm which would have the right to carry out the Work hereby undertaken by the Contractor. If prior approval as aforesaid is not obtained, the Contract shall be deemed to have been assigned in contravention of GCC Sub-

Clause 51.3 hereof and the same action may be taken and the same consequences shall ensue as provided for in the said GCC **Sub-Clause 51.3**.

49. Powers of Engineer-in-Charge for alterations/ omissions/ additions /substitutions

49.1 The Engineer-in-Charge shall have power (i) to make alterations in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the Works in case of non-availability of a portion of the Site or for any other reasons he may consider necessary and/or reasonable. Any such alterations, omissions, additions or substitutions shall be ordered by the Engineer-in-Charge as a deviation. The Contractor shall be bound to carry out the said deviation in accordance with instructions given to him in writing by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the Contract as if originally provided therein and shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the original Works, except as otherwise provided herein.

49.2 Permissible deviation limit for variations in Contract Items

49.2.1 In case of items of Work above ground surface, as it exists at the time of commencement of Work, quantities of which may change due to Site Conditions or any other reasons, the permissible limit of deviations over the original value of each item will be (+)20%.

49.2.2 In case of items of Work below ground surface, as it exists at the time of commencement of Work, quantities of which may change due to Site conditions or any other reasons, the permissible limit of deviations over the original value of each item will be (+)100% and (- 30%).

49.2.3 For the purposes of GCC Sub-Clause 49.2.1 above, all the quantities of any item actually executed from 0-120% of the Contract quantity will be payable at Contract rates while the rates for the quantities above 120% will be subject to review/revision. Similarly, for the purposes of GCC Sub-clause 49.2.2 above, all the quantities of any item actually executed from 70% to +200% of the Contract quantity will be payable at Contract Rates while the rates for the entire quantity executed from 0% to 69% (if the total quantity executed is in this range) and the entire quantity executed above 200% will be subject to review/revision as provisions herein.

49.2.4 In case the Schedule of Quantities contains sub-items of Work under a Main Item, then the above permissible limits of deviation shall be applicable on the value of each such sub- item and not on the entire value of the Main Item.

49.2.5 The deviations up to the above permissible limits shall be carried out by the Contractor at the same rates and terms as per the Contract.

49.3 Methodology for Determination of Rates for variations of Contract Items beyond the permissible deviation limits

49.3.1 For Contract Items which exceed the limits over the original value of that item as mentioned in GCC Sub-Clause 49.2.1 & 49.2.2 above, the Contractor may, within fourteen (14) days of the date of receipt of the order to carry out the said work, inform the Engineer-in-Charge under advice to the Employer of the rate which he proposes to claim for such item(s) of Work on Market Rate(s) basis, supported by analysis of the rate claimed and the relevant documents to substantiate the same. The Engineer-in-Charge shall, within seventy (70) days thereafter, after giving due consideration to the rate(s) claimed by the Contractor, determine the rate(s), in consultation with the Contractor, on Market Rate(s) basis. In the event of disagreement between the Engineer-in-Charge and Contractor, even after the said seventy (70) days from the date of submission of claims of the rate(s) by the Contractor, the Engineer-in-Charge within a further period of twenty-one

(21) days thereafter, shall fix the rate(s)/price(s) as are, in his opinion appropriate. The rate(s)/price(s) so fixed shall be notified to the Contractor and shall be final and binding.

49.3.2 If the Engineer-in-Charge fails to determine and notify the rate(s)/price(s) even after expiry of the said twenty-one (21) days, then the Contractor will be at liberty to refer the matter for resolution to the Employer within a further period of fourteen (14) days after the above said twenty one (21) days. If the Employer does not determine and cause the Engineer-in-Charge to notify the rate(s)/price(s), then the matter would be determined in accordance with the provisions of GCC Clause entitled "Settlement of Disputes". However, in the meanwhile, the Engineer-in-Charge will pay for the items of Work executed beyond the permissible deviation limits, at 75% (seventy-five percent) of the rate(s)/price(s) claimed by the Contractor with satisfactory supporting documents or at Contract Rate, purely on adhoc and provisional basis subject to adjustment.

49.3.3 In the event of the Contractor failing to inform the Engineer-in-Charge, within the stipulated period of fourteen (14) days time, the rate(s) which he proposes to claim, supported by relevant documents to substantiate the same, the rate(s) for such item(s) shall then be determined by the Engineer-in-Charge in consultation with the Contractor (if he so desires) on the basis of Market Rate(s) within seventy (70) days thereafter. The rate(s) /price(s) so determined shall be notified to the Contractor and shall be final and binding.

49.3.4 The provisions of GCC Sub-Clauses 49.3.1, 49.3.2 and 49.3.3 above shall only be applicable to such individual Contract Item(s)/ sub-item(s) of Work whose original value is equal to or in excess of 1% of the total Contract Value (as awarded).

49.3.5 For individual Contracts Item(s)/ sub-item(s) of Work whose original value as per Letter of Award is less than 1% of the total Contract Value (as awarded) for each such item, there shall be no limit on the extent of deviations over the original value of the Item and shall be paid on the contracted rate(s)/price(s).

49.3.6 Rates of Items of Work derived on the basis as detailed in GCC Sub-Clause 49.3.1 or 49.3.2, or notified under GCC Sub-Clause 49.3.3 shall not be eligible for price adjustment, provided the period of execution of such items of Work beyond the permissible deviation limit as per the schedule to be finalised in line with GCC Sub-Clause 49.5, is less than or equal to six (6) months.

49.3.7 Further, in case the period of execution of such items of Work is more than six (6) months, such items shall be eligible for price adjustment as per clause entitled 'Contract Price Adjustment'. The base date in such a situation shall be the date as specified by the Engineer-in-Charge while determination of the Market Rate.

49.4 Methodology for Determination of Rates for Extra Items (Additional, Altered or Substituted Items) of Work

49.4.1 Rates for Extra Items of Work (comprising of Additional, Altered or Substituted items of Work), shall be determined by the Engineer-in-Charge in the following order:

(i) If the rate(s)/price(s) for extra items occurring in a particular schedule of quantities are available in other schedule of quantities forming part of the Contract, the lowest of such rate(s)/price(s) will be used, subject to the nature of work being comparable.

(ii) If the rate(s) cannot be derived as per (i) above, then

(a) In case of contracts with only one Schedule of Quantities forming the part of the Contract, the rate(s)/price(s) for the extra item(s) shall be derived from the lowest of any similar item(s) in that Schedule.

(b) In case of contracts with two or more Schedules of Quantities forming a part of the contract, the rates for the Extra Item(s) will be derived from the nearest similar item appearing in the Schedule in which the extra item is to be executed failing which from any other Schedule in which nearest similar item is available, the rate so derived being the lowest of such derived from

nearest similar items in those other Schedules and used.

49.4.2 If the rate for any additional, altered or substituted item of work cannot be determined in the manner specified in GCC Sub-Clause 49.4.1 (i) & (ii) above, the Contractor shall, within fourteen (14) days of the date of receipt of the order to carry out the said Work, inform the Engineer-in-Charge under advice to the Employer of the rate which he proposes to claim for such item(s) of Work on Market Rate(s) basis, supported by analysis of the rate claimed and relevant documents to substantiate the same. The Engineer- in-Charge shall, within seventy (70) days thereafter, after giving due consideration to the rate(s) claimed by the Contractor, determine the rate(s), in consultation with the Contractor, on Market Rate(s) basis. In the event of disagreement between the Engineer- in-Charge and Contractor, even after the said seventy (70) days from the date of submission of claims of the rate(s) by the Contractor, the Engineer-in-Charge within a further period of twenty-one (21) days thereafter shall fix the rate(s)/price(s) as are, in his opinion appropriate. The rate(s) /price(s) so fixed shall be notified to the Contractor and shall be final and binding.

49.4.3 If the Engineer-in-Charge fails to determine and notify the rate(s)/price(s) even after expiry of the said twenty-one (21) days, then the Contractor will be at liberty to refer the matter for resolution to the Employer within a further period of fourteen (14) days after the above said twenty-one (21) days. If the Employer does not determine and cause the Engineer- in-Charge to notify the rate(s)/price(s), then the matter would be determined in accordance with the provisions of GCC Clause entitled "Settlement of Disputes". However, in the meanwhile, the Engineer-in-Charge will pay for the extra items of Work, at 75% (seventy- five percent) of the rate(s)/price(s) claimed by the Contractor with supporting documents, purely on adhoc and provisional basis subject to adjustment.

49.4.4 In the event of the Contractor failing to inform the Engineer-in-Charge within the stipulated period of fourteen (14) days time the rate(s) which he proposes to claim, supported by relevant documents to substantiate the same, the rate(s) for such item(s) shall then be determined by the Engineer-in-Charge in consultation with the Contractor (if he so desires) on the basis of Market Rate(s) within seventy (70) days thereafter. The rate(s) /price(s) so determined shall be notified to the Contractor and shall be final and binding.

49.4.5 Rates of Extra Items of Work, derived from Schedule of Quantities as detailed in GCC Sub-Clause 49.4.1 (i) & (ii) above, shall be eligible for Price Adjustment as per GCC Clause entitled 'Contract Price Adjustment' including base date.

49.4.6 Rates for Extra Items of Work, derived on the basis as detailed in GCC Sub-Clause 49.4.2 or 49.4.3, or notified under GCC Sub-Clause 49.4.4 above shall not be eligible for Price Adjustment, provided the period of execution of such Extra Items of Work beyond the permissible deviation limit as per the schedule to be finalised in line with GCC Sub-Clause 49.5, is less than or equal to six (6) months.

49.4.7 Further, in case the period of execution of such items of Work is more than six(6) months, such items shall be eligible for price adjustment as per clause entitled 'Contract Price Adjustment'. The base date in such a situation shall be the date as specified by the Engineer-in-Charge while determination of the market rate.

49.5 Work Schedules for variation beyond deviation limits & Extra Items

49.5.1 The Engineer-in-Charge shall finalise a Work Schedule in consultation with the Contractor for items of Work beyond deviation limits and the Extra Items of Work to be executed and the date(s) specified in this agreed Work Schedule shall be considered as the date for working out the Price adjustment amount. The primary consideration by the Engineer-in- Charge while determining the time required for execution of the altered or substituted item(s) of Work, would be quantities of the altered or substituted and not the value of altered or substituted item(s) of Work. The Contractor shall not be eligible for Price Adjustment Payment for quantities of items executed beyond the schedule date(s), if execution of the items of the Work has been delayed

for the reasons attributable to the Contractor.

49.5.2 However, the Contractor would be eligible for claim or liable for refund for Price Adjustment(s) for quantities of items of the Work executed beyond the schedule dates based on the value of indices as applicable to the scheduled dates of execution, for such delayed work provided that if the indices during the extended period are lower than the indices during scheduled period of execution, then lower indices shall be applicable.

49.6 Provisional payments

49.6.1 Pending approval of the Rates for Contract Item(s) of Work beyond the permissible deviation limits as well as for Extra Items (Additional, Altered or Substituted item) of Work, provisional payment at an interim rate (not exceeding 80% of the rate/price determined by the Engineer-in-Charge), shall be made to the Contractor in the interest of progress of Work, which shall be regularized after approval of Competent Authority.

50. Suspension of Works

50.1 The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:

- (i) On account of any default on part of the Contractor; or
- (ii) for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor; or
- (iii) for safety of the Works or part thereof, for reasons other than those attributable to the Contractor.

50.2 The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.

50.3 If the suspension is ordered for reasons (ii) & (iii) in Sub-Clause 50.1 above, in so far as it concerns suspension of part of the Works or whole of the balance, the Contractor shall be entitled to an extension of time equivalent to the period of suspension plus 25% thereof. The Contractor shall not be eligible for any other compensation whatsoever for such suspension, except as otherwise provided herein under.

50.4 If the suspension is ordered for reasons (ii) & (iii) in Sub-Clause 50.1 above, as far as it concerns the entire balance of Works on the date of suspension and if such period of suspension cumulatively exceeds twenty-eight (28) days, then in addition to extension of time as in Sub-Clause 50.2 above, the Contractor shall be eligible for compensation, as the Employer may consider reasonable, in respect of salaries and/ or wages paid by the Contractor to his employees and labour at site, remaining idle during the cumulative period of suspension, adding to the total thereof, a reasonable percentage as determined appropriate by the Engineer-in-Charge, to cover indirect expenses and incidentals of the Contractor, provided the Contractor submits his claim supported by details to establish the reasonableness of his claim to the Engineer-in-Charge under advice to the Employer within fourteen (14) days of the expiry of the said twenty-eight (28) days period.

50.5 If for any reason other than for reasons of Contractor's default as per GCC Sub-Clause 50.1(i) above, if the Contract remains suspended for a continuous period exceeding ninety (90) days, then the Employer and the Contractor shall mutually discuss and agree for a suitable course of action regarding the recommencement/ reinstatement of the suspended work or alternatively treat the suspension as termination / abandonment of the Works by the Employer as per GCC Sub-Clause 51.1 herein. If out of above discussion it is determined that the Contract has to be treated as terminated under the provisions of GCC Sub-Clause 51.1, then the

Contractor shall be eligible for compensation as envisaged in GCC Sub-Clause 51.1.1 herein.

51. Termination

51.1 Termination by the Employer

If at any time after award of Contract, the Employer shall decide to abandon or reduce the scope of the Works for any reason whatsoever and hence not require the whole or any part of the Works to be carried out by the Contractor, the Engineer-in-Charge shall give notice in writing to that effect to the Contractor and the Contractor except as herein under provided, shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the Works in full but which he did not derive in consequence of the said termination of the whole or part of the Works.

51.1.1 The Contractor shall be paid at Contract rates full amount for works executed at Site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items hereunder mentioned which could not be utilised on the Work to the full extent because of the said termination:

(a) Any cost incurred on preliminary site work, e.g. access roads, labour huts, staff quarters and site offices; storage accommodation and water storage tanks, etc.

(b) (i) The Employer shall have the option to take over Contractor's facilities/ materials or any part thereof either brought to Site or of which the Contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the Work), provided, however, the Employer shall be bound to take over the materials or such portions thereof as the Contractor does not desire to retain. For materials taken over or to be taken over by the Employer, cost of such materials shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the Contractor.

(ii) For Contractor's materials not retained by the Employer, reasonable cost of transporting such materials from Site to Contractor's permanent stores or to his other Works, whichever is less. If materials are not transported to either of the said places, no cost of transportation shall be payable.

(c) If any materials issued by the Employer are rendered surplus, the same except normal wastage shall be returned by the Contractor to the Employer at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the Contractor. In addition, cost of transporting such materials from Site to the Employer's stores, if so required by the Employer.

(d) Reasonable compensation for transfer of Contractor's T&P from Site to Contractor's permanent stores or to his other Works, whichever is less. If T&P are not transported to either of the said places, no cost of transportation shall be payable.

51.1.2 The Contractor shall, if required by the Engineer-in-Charge furnish to him wage books, time sheets and other relevant documents as may be reasonably necessary to enable him to certify the reasonableness of the amount payable under this Clause.

51.2 Termination on Contractor's Death

51.2.1 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies and if the Contractor is a partnership concern and one of the partners dies, then unless the Employer is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Employer shall be entitled to cancel the Contract as to its incomplete part without the Employer being liable in any way to payment of any compensation to the estate of the deceased Contractor and/or to the surviving partners of

the Contractor's firm on account of the cancellation of the Contract. The decision of the Employer that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties.

In the event of such cancellation the Employer shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the Contract.

51.3 Termination for Contractor's Default

51.3.1 If the Contractor:

- (a) at any time makes default in proceeding with the Works with due diligence and continues to do so after a notice of seven (7) days in writing from the Engineer-in-Charge; or
- (b) commits default in complying with any of the terms and conditions of Contract and does not remedy it or take effective steps to remedy it within seven (7) days after a notice in writing is given to him in that behalf by the Engineer-in-Charge; or
- (c) fails to complete the Works or items of Work with individual dates of completion, on or before the date(s) of completion, and does not complete them within the period specified in a notice given in writing in that behalf by the Engineer-in-Charge; or

(d) has engaged in corrupt or fraudulent practices in competing for or in executing the Contract, in the judgement of the Employer. For the purpose of this Sub-Clause :

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement/tendering process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement/tendering process or the execution of a contract to the detriment of the Employer and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition; or

(e) being an individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his affective or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force, for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or

(f) being a company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or

(g) assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) attempts to assign, transfer or sublet the entire Works or any portion thereof without the prior written approval of the Employer;

(h) If the Contractor, sub-contracts any part of the works in violation of the provision of GCC Clause 30.3

the Employer may, without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to the Employer by written notice, cancel the Contract as a whole or only such items of work in default, from the Contract.

51.3.2 The Employer shall on such cancellation have rights to:

- (a) take possession of the Works and any materials, construction plant, implements, stores, etc., thereon; and/or

(b) carry out the incomplete Work by any means at the risk and cost of the Contractor.

51.3.3 On cancellation of the Contract in full or in part, the Employer shall determine what amount, if any, is recoverable from the Contractor for completion of Works or part of the Works or in case the Works or part of the Works is not completed, the loss or damage suffered by the Employer. In determining the amount, credit shall be given to the Contractor for the value of the work executed by him up to the time of cancellation, the value of Contractor's material taken over as well as incorporated in the work, and use of tools and plants belonging to the Contractor.

51.3.4 Any excess expenditure incurred or to be incurred by the Employer in completing the Works or part of the Works or the excess loss or damages suffered or may be suffered by the Employer as aforesaid after allowing such credit shall be recovered from any money due to the Contractor on any account, and if such money is not sufficient the Contractor shall be called upon in writing to pay the same within twenty-eight (28) days.

51.3.5 If the Contractor shall fail to pay the required sum within the aforesaid period of twenty-eight (28) days, the Engineer-in-Charge shall have the right to sell any or all of the Contractor's unused materials, construction plant, implements, temporary buildings etc. and apply the proceeds of sale thereof towards the satisfaction of any sums due from the Contractor under the Contract and if thereafter there be any balance outstanding from the Contractor, it shall be recovered from him.

51.3.6 Any sums in excess of the amounts due to the Employer and unsold materials, construction plant etc., shall be returned to the Contractor, provided always that if cost or anticipated cost of completion by the Employer of the Works or part of the Works is less than the amount which the Contractor would have been paid had he completed the Works or part of the Works, such benefit shall not accrue to the Contractor.

52. Adherence to Fraud Prevention Policy

The Contractor along with its Associate / Collaborator / Sub-Contractors / Sub-Vendors / Consultants / Service Providers shall strictly adhere to the Fraud Prevention Policy of Employer. The Contractor along with his associate/ collaborator/ subcontractor/ sub-vendor/ consultant/ service provider shall observe the highest standards of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of the contract. The Contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to his notice.

53. Withholding / Banning

The Employer has in place a Policy for withholding and banning of Business Dealings. Business dealings may be withheld or banned with the Contractor on account of any Default by the Contractor under Clause 51.3.1 or any of the grounds as detailed in the said Banning Policy.

54. Contractor's Labour Information Management System (CLIMS):

- (a) The Contractor has to necessarily get itself registered in the Contractor's Labour Information Management System (CLIMS), which will be installed by the Employer.
- (b) The entry and exit of all contract labour to the plant premises will be through Gate Access Control System of above 'Contractor's Labour Information Management System'.
- (c) It will be the responsibility of the Contractor to ensure timely exit of all labours from the plant premises after completion of job of that day.

(d) The contractor has to abide with all the statutory compliance applicable to its workers and employees and update the details of the same in the above System.

55. Contractor Performance Feedback and Evaluation System

The Employer has in place an established 'Contractor Performance and Feedback System' against which the Contractor's performance during the execution of Contract shall be evaluated on a continuous basis at regular intervals on the following seven parameters:

- Engineering & Quality Assurance Capability
- Finance
- Supply
- Construction/ Installation Field Quality
- Safety
- Claims & Disputes

The score-based feedback formats based on which Contractor's performance shall be evaluated is enclosed at Annexure-A.

In case the performance of the Contractor is found unsatisfactory, the Contractor shall be considered ineligible for participating in future tenders for three years.

On completion of the above ineligibility period, the Contractor would be required to submit a request to **NTECL** for participating in future tenders specifying the measures taken to improve their performance. The Contractor may also request for early revocation of suspension after completion of at least two (2) year of the suspension period. On receipt of such request, the performance of the Contractor shall be assessed / evaluated by **NTECL** and if the performance is found to be satisfactory, the Contractor shall be considered eligible for participation in future tenders.

56. Limitation of Liability:

56.1 Except in cases of criminal negligence or willful misconduct,

(a) neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and the aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

(b) the aggregate liability of the Employer to the Contractor, whether under the Contract, in tort or otherwise, at any point of time during the execution/performance of the Contract, shall not exceed the 'total Contract Price less payments already released to the Contractor'.

57. No Claim for interest or damage

57.1. Interest on money due to the contractor:

Contractor shall not be entitled to any interest or damage in case of any delay on the part of the Employer to pay the amount due upon measurement or as per Contract or otherwise. Contractor shall also not be entitled to interest upon any guarantee/ security/ retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.

57.2 No claim for interest or damage:

No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.

58.0 Compliance to Carriage by Road Rules 2011

All the T&P and materials required for Works, whether bought by Contractor or issued by the Employer, if required to be transported by Road, must necessarily be transported through a registered common carrier as per Carriage by Road Rules 2011 of Central Government of India.

59.0 Procedure for Contract Closing

59.1 The closing of Contract shall be effected after completion of the defect liability period and return/refund of CPG/Security Deposit.

59.2 The following thirteen (13) certificates, as per the proforma enclosed in Section VII(Forms and Procedures), shall be issued by the 'concerned departments of NTPC'/ 'Contractor', as applicable, and submitted to the concerned authority designated in NTPC for closing of Contracts:

CERTIFICATE NO.	CERTIFICATE DESCRIPTION	RESPONSIBILITY at NTECL	LIMITING DATES FOR ISSUANCE OF CERTIFICATE®
CCP-01	Certificate of Final Amendment to the Contract	C&M	7 Months from last milestone to be executed/Completed
CP-02	Drawing Receipt Certificate	EXECUTION DEPT / TS / FES	2 Months from last milestone to be executed/Completed
CCP-03	QA Documents Receipt Certificate	FQA	2 Months from last milestone to be executed/Completed
CCP-04	O&M Manual Receipt Certificate	EXECUTION DEPT/ TS / FES	4 Months from last milestone to be executed/Completed
CCP-05	Scope Completion Certificate	EXECUTION DEPT	8 Months from last milestone to be executed/Completed
CCP-06			
(a)	For cases where LD for delay is settled by Corporate Contracts	EXECUTION DEPT & FINANCE	7 Months from last milestone to be executed/Completed
(b)	For cases where LD for delay is settled by the Regions/ Site	EXECUTION DEPT	7 Months from last milestone to be executed/Completed
CCP-07	Shortfall in Equipment Performance Certificate	EXECUTION DEPT & / TS / FES / FQA	5 Months from Performance and Guarantee (PG) Tests

CCP-08	"Material Reconciliation" Certificate	EXECUTION DEPT & Stores	6 Months from last milestone to be executed/Completed
CCP-09	"Payment Reconciliation" Certificate : Indian Contractor	Finance	6 Months from last milestone to be executed/Completed
CCP-09A	Reconciliation Certificate for Payments by Site : Foreign Contractor	Finance	6 Months from last milestone to be executed/Completed
CCP-09B	Reconciliation Certificate for Payments by Corporate Finance: Foreign Contractor	Finance	6 Months from last milestone to be executed/Completed
CCP-09C	"Customs Reconciliation" Certificate : Foreign Contractor Contractor Contractor	EXECUTION DEPT / Contractor	6 Months from last milestone to be executed/Completed
CCP-10	Certificate regarding Labour Payments and Statutory Requirements to be furnished by Contractor.	Contractor	9 Months from last milestone to be executed/Completed
CCP-11	"No Demand Certificate" by Contractor	Contractor	6 Months from last milestone to be executed/Completed
CCP-12	Certificate for Completion of Warranty Period	EXECUTION DEPT	14 Months from last milestone to be executed/Completed
CCP-13	Certificate for Return of BGs/ Indemnity Bonds etc.	Finance	All BGs except CPG: 5 Month from Trial Operation / Completion of Facilities CPG: 15 Months from Trial Operation/ Completion of Facilities

59.3 Both the Contractor and the Employer will make necessary efforts to complete the Contract Closing activities as per the timelines as mentioned at clause 59.2 above.

It shall be the responsibility of the contractor to submit the drawings along with the reproducible, QA documents, O&M Manuals, List of Spares, As Built drawings, deliverables, etc., as applicable, in a timely and sequential manner so that the contract closing activities are not delayed/impeded.

The Employer shall also use its best endeavors to expedite all activities leading to successful closure of the contract. The Employer will review and approve the documents submitted by the Contractor in a timely and expeditious manner and the approvals shall not be unreasonably withheld.

ANNEXURE-A**PERFORMANCE REPORT OF CONTRACTOR****GUIDELINES FOR FILLING THE FORMAT**

- 1.0** The feedback shall be based on records, evidences and documents (hindrance register, DPR, monthly PRT MoM, contractor's MPR, etc). Due diligence shall be taken to capture the actual progress, hindrances, if any from the monthly progress report to be submitted by the concerned agency. As Daily Progress Report / Weekly Progress Report / Monthly Progress Report are key documents / inputs for Vendor Performance measurement. Non-submission of the aforesaid documents may also be reckoned as poor performance.
- 2.0** For measurement of contractor performance in various activities in supply, site execution etc, the Contractor shall submit quantified L-2 schedule within 3 months after scheduled completion of Basic Engg or 180 days from date of award, whichever is earlier. Based on the progress of detailed Engg, quantified L-2 shall be updated as and when required.
- 3.0** This vendor performance rating system is applicable for a particular package being executed by the vendor. If the same vendor is executing multiple packages at NTECL projects, the performance report shall be prepared package wise and the screening committee may then take a final view for evaluating the overall performance of the vendor before initiating action for issuance of Notice for Withholding of business dealings with the concerned contractor, in case the performance is found unsatisfactory.

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FORMAT FOR ENGG & QA SCORE**(TO BE FILLED IN BY ENGG****/EXECUTION /FES.)**

S.No.	Parameters	Max Score (A)	Act % age w.r.t. sch (B)	Marks obtained (C) = (A)x(B)
(i)	%age of "Approval" category drgs/ docs submitted within submission schedule.	30		
(ii)	%age of "Information" category drgs/ docs submitted within submission schedule.	20		
(iii)	%age of drgs/docs approved within approval schedule (in Cat-I/IV)*	20		
(iv)	%age of drgs/docs approved within approval schedule (in Cat-II/IVR)*	20		
(v)	%age of Sub-vendor proposal for items identified in "DR" category & submitted within agreed schedule (i.e. 3 months prior to schedule date of ordering identified in L2)**	10		
	TOTAL	100		

* For (iii) & (iv) above - If all drawings/documents due for approval are approved in Cat-I/IV within approval schedule, then marks allocated against (iii) & (iv) above shall be clubbed for calculation purpose.

** In case no "DR" proposal is submitted and orders are placed on already approved vendors, then full marks shall be given for calculation purpose against item (v).

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FORMAT FOR FINANCE SCORE

**(TO BE FILLED IN BY PP&M PRT COORDINATOR ON MONTHLY BASIS DURING PRTMEETING.
BASED ON DETAILS TO BE FURNISHED BY EXECUTION DEPT/ /SITE P&S)**

S. no	Parameters	Max Score (A)	% Rating (B)	Marks Obtained (C) = (A) *(B)
(i)	Number of instances NTECL has to issue Comfort letters to sub-vendors for getting supplies.	25		
(ii)	Number of instances vendor has requested for advance against BG from NTECL (beyond contractual provision)	25		
(iii)	Number of instances of supply delay beyond 1 month after issuance of MDCC.	25		
(iv)	Number of instances of direct supply / diversion of materials / consumables by NTECL.	25		
	TOTAL	100		

*Performance to be captured by ~~PP&M PRT Coordinator~~ EIC on monthly basis during PRTMeeting / Review meeting , based on details to be furnished by site P&S.

*(No instances = 100%Up to 1 instance = 50%

more than 1 instances = 0%).

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FORMAT FOR SUPPLY SCORE(TO BE FILLED IN**BY CONTRACTS)**

S. no	Parameters	Max Score (A)	Actual % w.r.t. L2 schedule (B)	Marks Obtained (C) = (A) *(B)
(i)	Ordering of Bought out items as per approved L2 network*			
	Major Bought out items	20		
	Minor Bought out items	5		
	Number of instances of cancellation / changes of Bol orders (No instances = 100% Up to 1 instances = 50% more than 1 instances = 0%).	10		
(ii)	Supply of Main Equipment per approved L2 network	60		
(iii)	Supply of Mandatory spares as per approved L2 network	5		
	TOTAL	100		

*If Major & Minor Bought out items are not separately identified in L-2 network then both shall be clubbed into single line item with Max score of 25.

Note: Overall % of actual progress vis-à-vis L2 schedule in Col (B) shall be arrived in the following manner:

- (i) Let there be n type of Items/systems identified in L2/Quantified L2 schedule i.e. E1, E2, E3En.
- (ii) Let % progress for each type of Item/system vis-à-vis L2 schedule be %E1, %E2, %E3.....%En.
- (iii) Overall % in Col (B) = (%E1+ %E2+ %E3.....+%En)/n

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FORMAT FOR CONSTRUCTION/INSTALLATION SCORE(TO BE**FILLED IN BY SITE / EIC)**

S. no	Parameters	Max Score (A)	% of actual vis-à-vis schedule (B)	Marks Obtained (C)=(A) *(B)
(i)	Physical progress i.e. Installation of equipment / item, Civil works (i.e. Excavation, RCC, Piling, etc), Structural Works (i.e. StructuralFabrication, Erection, etc) as per approved L2 network	95		
(ii)	Project Management Capability and resource Management by Vendor at site. (5 Negative marks per instance)			
	Number of instances of delay due to inadequate deployment of equipment and T&P, based on record maintained in hindrance register, monthly PRT MoM, contractor's MPR, etc.	(-)5		
	Number of instances of direct payment by NTPC to Contractor's sub-vendors to expedite supplies / services / the progress of work at site affected due to strike / delay in payments to labourers.	(-)5		
(iii)	Submission of Monthly Report inspecified formats.	5		
	TOTAL	100		

Details of Area-wise performance is mentioned below:

Sr No.	Activities	Scope	L2 Finish Date	Actual Completedtill L2 Finish	%age Comp
1	Excavation				
2	RCC				
3	Structural / Equipment Erection				
				Avg Comp %	

Note: For Physical Progress, overall % of actual progress vis-à-vis quantified L2 schedule in Col (B) shall be arrived in the following manner (Unit of measurement shall be as per approved BBU for respective activities):

- (i) Let there be n category of works identified in L-2/Quantified L2 schedule i.e. W1, W2, W3Wn.
- (ii) Let % progress for each category of work vis-à-vis L2 schedule be %W1, %W2, %W3.....%Wn.
- (iii) Overall % in Col (B) = $(\%W1 + \%W2 + \%W3 + \dots + \%Wn)/n$

Note:

- All incidences shall be relevant to the current performance evaluation cycle.
- In case of delay in front (including construction drawings for civil packages and other inputs, if any) release by NTECL, measurement of delay in execution by the contractor shall be normalized proportionally.
- Contractor will have to submit monthly progress report capturing actual physical progress vis-a-vis L2 schedule and delay in hand over of front by NTECL, if any. In case of front delay the same has to be jointly signed by NTECL engineer & Vendor.

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FORMAT FOR QUALITY SCORE/TO
BE FILLED IN BY SITE EIC/FQA

S. no	Parameters	Max Score (A)	% Rating (B)	Marks Obtained (C)=(A) *(B)
(i)	Availability of Testing facilities (Available as per contractual requirement – 100% Not available – 0%)	25		
(ii)	Preventing recurrence of defects/complaints (up to 5 cases – 100%, Up to 10 cases – 40%, more than 10 cases – 0%)	25		
(iii)	Proper Storage & Preservation of Equipment/Material (Nil violation – 100%, Up to 1 case of violation – 40%, more than 1 cases of violation – 0%)	25		
(iv)	Deployment of Qualified Quality Officers/Manpower as per Contract (% deployment w.r.t. contractual requirement)	25		
	TOTAL	100		

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FORMAT FOR SAFETY SCORE

**(TO BE FILLED IN BY SITE EXECUTION
DEPT/SAFETY)**

S. no	Parameters	Max Score (A)	% Rating (B)	Marks Obtained (C)=(A) *(B)
(i)	Having safety policy and approved Safety Assurance Plan (available as per requirement – 100%, Not-available – 0%)	10		
(ii)	Violation of safety requirement as per Safety Assurance Plan. (0 violation = 100% Upto 3 violations = 50% more than 3 = 0%)	20		
(iii)	No. of incidence of Fatal accidents due to contractor's negligence (0 incidence = 100% 1 incidence = 50% more than 1 cases, or multiple fatalities in one instance = 0%)	50		
(iv)	No. of incidence of Non-Fatal accidents due to contractor's negligence (0 incidence = 100% Up to 5 incidence = 50% more than 5 = 0%)	10		
(v)	Deployment of Qualified Safety Officers as per contract (% deployment w.r.t. contractual requirement)	10		
	TOTAL	100		

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FORMAT FOR CLAIMS & DISPUTE SCORE**(TO BE FILLED IN BY SITE)**

S. no	Parameters	Max Score (A)	% Rating (B)	Marks Obtained (C)=(A) *(B)
(i)	No. of cases where Contractor stopped work on account of non-admittance/non settlement of claims (No case = 100% Upto 3 cases = 50% more than 3 cases = 0%)	70		
(ii)	No. of arbitration/legal cases resorted to by the Contractor (No case – 100%, otherwise 0%)	30		
	TOTAL	100		

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Overall Performance Evaluation

S.No.	Parameters	Max Score (A)	Score Obtained (B)	Weightage (C)	Max Weighted Score (D) = (A)*(C)	Weighted Score obtained (E) = (B)*(C)
(i)	Engineering & QA	100		0.20	20	
(ii)	Finance	100		0.20	20	
(iii)	Supply	100		0.20	20	
(iv)	Construction/Installation	100		0.20	20	
(v)	Quality	100		0.05	05	
(vi)	Safety	100		0.10	10	
	Claims & Disputes	100		0.05	05	
	Total			1.00	100	

Note: In case of Civil Contracts, score of Engineering & QA and Supply shall be NIL and weightage of Construction/Installation shall be 0.60.

Performance Rating

Total Weighted Score obtained	Performance Grade
Upto 50	Unsatisfactory
>50 to 70	Satisfactory
>70 to 80	Good
>80	Excellent

SECTION-IV

SCOPE OF WORK

Work includes Excavation (to a depth of 1.5 m or more as per satisfaction to Engineer-In charge (EIC)).

During laying of Pipeline, as per the site conditions works like chipping , concreting works and providing and laying NP2 concrete pipes to be executed.

The pipes jointed as fusion welding type joints. Leak proof test may be carried out at site for testing of joints as per the Field quality plan.

The pipeline has to be laid and jointed underground as per the route plan.

In case of any field hindrances in the original route plan, changes may be as per the instructions of EIC.

All work must be finished according to the procedures and drawings given in the tender, as well as the BOQ and FQP, following the instructions of the EIC.

NTECL SCOPE.

HDPE pipe with a nominal diameter of 180 mm (7 inches) and a PE100, PN12.5 rating will be issued free of cost at NTECL stores.

AGENCY SCOPE:

Collection of HDPE Pipe of 180mm dia from NTECL stores including Transportation, loading, unloading at work site and stacking.

Dewatering of trenches/pits if required as per site condition.

Area clearance to be done as per site condition for pipeline laying.

All the special fittings required including valves etc. as per BOQ are in the scope of agency.

Utmost care must be exercised by the contractor during execution not to disturb/damage the existing structures, pipelines above or below the ground level both inside and the outside of NTECL premises.

The agency must take excavation clearance from EIC before starting the work in different parts in the route.

However, this clearance alone will not free the agency from obligations of making good at their own cost any damaged pipelines, cables or other such buried objects or above ground level structures to its original condition.

Repairing of all damaged utilities if any, and payment of any compensation (if claimed by owner/ other utility agencies).

Storage facilities, watch and ward etc for the materials, tools and tackles have to be arranged by the agency.

SECTION-V

SPECIAL CONDITONS OF CONTRACT (SCC)

The following SCC shall supplement / amend the General Conditions of Contract (GCC), Section-III. Wherever there is a conflict, the provisions in SCC shall prevail over these in GCC. The corresponding clause number of the GCC is indicated in parentheses.

Sr. No.	Clause Ref, in any	Special Conditions		
0.	Important note: Documents to be submitted in Bid (supersedes ITB clause 11)	Attachment	To be submitted	Mode of Submission (Physical/Online/Both)
		Attachment 1: Bid Security	YES	In the Form of EMD BG/ISB/Udyam (As applicable). To be uploaded online on GeM Portal along with Bid. Original Hard copy of EMD BG to be sent in sealed envelope to NTECL C&M dept.
		Attachment 2: Authority to Sign the bid	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Attachment 3: Bidder's Qualifications	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Attachment 5: Equipment/ Machinery deployment Schedule	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Attachment 7: Electronic Fund Transfer (EFT) Authorization Form	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Attachment 8: Details of PF, ESI, PAN and GSTIN Regn	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Attachment 9: Declaration Regarding GST	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Attachment 11: VENDOR DATA	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Attachment-13: 'NIL' Deviations Certificate Declaration on Debarment Policy Declaration on Qualifying Requirements Declaration on Safety Policy Declaration on Fraud Prevention Policy	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Declaration on Local Content (Annexure E – Bid form) (sec VII)	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Acceptance to GCC Civil (Annexure P) (sec VII)	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
		Price Bid	YES	All inclusive amount is to be quoted on GeM. Price BOQ sheet to be uploaded in price bid only.
1	Definitions (GCC Clause1)	Name and address of Employer from where the bid has been invited:		

Sr. No.	Clause Ref, in any	Special Conditions
		<p>NTPC Tamilnadu Energy Company Limited, Vallur Thermal Power Project, Vellivoyal Chavadi Post, Ponneri Taluk, Thiruvallur District, Chennai – 600103, Tamil Nadu</p> <p>Address of the NTECL Registered Office:</p> <p>NTPC Tamilnadu Energy Company Limited, “NTPC Bhawan”, Core No. 7, Scope Complex, Institutional Area, Lodhi Road, New Delhi – 110003, India.</p>
2	Evaluation Criteria	Overall Package basis
3	Amount of EMD / Bid Security.	<p>As per details at NIT Clause 1.</p> <p><u>Benefits to MSEs :</u></p> <p>1.MSE benefits for EMD exemption shall be applicable as per GeM conditions.</p> <p>2. Udyam Registration is mandatory for availing MSE benefits as mentioned above.</p> <p>3. Agencies registered under Service (Trading) / Service (Trading – Priority sector lending) / Manufacturing(Trading) / Manufacturing (Trading – Priority sector lending)shall not be entitled for Availing MSE benefits.</p>
3a	Submission of Bid security/EMD by EFT /EMD in Form of BG / in form of Insurance Surety bond (to be read along with ITB Clause 14)	<p>1.The Bidders shall furnish, as part of its Bid, Bid Security for in a separate sealed envelope in the amount and currency as stipulated in the NIT/ Tender Enquiry ,in a separate envelope superscribed on the top as under:</p> <p>“ORIGINAL EARNEST MONEY DEPOSIT FOR (NAME OF PACKAGE) SPECIFICATION NO. DUE ON (DATE OF BID OPENING) FROM (NAME OF THE BIDDER).”</p> <p>In case bid security amount is deposited as EFT, Proof of e-payment of Bid Security, shall be submitted in the GeM portal or in a separate sealed envelope.</p> <p>2. The Bid Security shall, at the Bidder's option, be in the form of Electronic Fund Transfer (EFT)/ irrevocable Letter of Credit or a bank guarantee from any of the banks specified in Annexure C or an Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).</p> <p>For the Bid Security amount up to Rs. 1,00,000/- (Rupees One Lacs only), the Bidders must submit the Bid Security amount through Electronic Fund Transfer (EFT) only. Electronic Fund Transfer (EFT)</p> <p>Details for remittance</p>

Sr. No.	Clause Ref, in any	Special Conditions		
			Beneficiary name	NTPC Tamilnadu Energy Company L
			Account	
			Bank	Union Bank of India
			Bank Branch	Gee Gee Emerald, 151 Village Rd, N 600034
			Bank/Branch IFSC Code	UBIN0996335
			Beneficiary's Account number# (Read instructions below)	17507xxxxxxxxxC5934
			Purpose	Tender fee / Earnest Money Deposit
				for Tender As applicable
			Amount of Remittance	As per NIT
			MICR code	600026144
			Bank Charges to	Remitter
		<p># Instructions for making payment of Tender fee / Earnest Money Deposit -</p> <p>NTPC Tamilnadu Energy Company Ltd's Bank account number is a 20-digit virtual bank account where first 5 digit will be 17507, next 10 digits will be the Mobile number of the person who is sending the Tender fee / Earnest Money Deposit, and last 6 digits will be C5934.</p> <p>Illustration- For an entity with mobile no 9876543210 while making the payment of tender fee/ bid security, the account no. will be- 175079876543210C5934</p> <p>In case of bidders, other than individuals, mobile number should pertain to the concerned employee authorised for submitting bid.</p> <p>Bid security shall remain valid for a period of forty five (45) days beyond the original bid validity period and beyond any extension of bid validity subsequently requested under ITB sub-clause 13.0.</p> <p>3. Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the employer as being non-responsive and shall not be opened. In case, the bid security is submitted as EFT, bidder to submit the proof of e-payment of bid security either in separate sealed envelope or in the GeM portal. Further Stage-II (Price Bid) (in case of Two Stage bidding) not accompanied by requisite bid security extension (in case Bid Security is submitted in the form of BG/ Insurance Surety Bond) in a separate sealed envelope shall be rejected by the Employer as being non-responsive and shall not be opened.</p> <p>4. The Bid Security of the Bidder whose Techno-Commercial Bid</p>		

Sr. No.	Clause Ref, in any	Special Conditions
		<p>has not been found acceptable, shall be returned along with letter communicating rejection of Techno-Commercial Bid. The Bid Security of the bidders who are unsuccessful after opening of Price Bids shall be returned expeditiously.</p> <p>5. The Bid Security of the successful Bidder to whom the contract is awarded will be returned when the said Bidder has signed the Contract Agreement and has furnished the required Performance Securities pursuant to relevant clauses of ITB.</p> <p>6.The Bid Security may be forfeited</p> <p>a) If the Bidder withdraws or varies its Bid during the period of Bid validity;</p> <p>b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub- Clause for Arithmetical Correction.</p> <p>c) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid (Price bid in case of Two Stage Bid), contrary to the provisions of bidding documents;</p> <p>d) In the case of a successful Bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee/Security Deposit in accordance with relevant clause of ITB.</p> <p>e) If the bidder/his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTECL.</p> <p>Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the employer as being non-responsive and shall not be opened. In case, the bid security is submitted as EFT, bidder to submit the proof of e-payment of bid security in the GeM portal.</p>
4	Pre-Bid Conference (read along with ITB CLAUSE 7)	Not Applicable.
5	Safety (New clause addition to be read along with Clause 10.4.9 of GCC Civil)	The contractor shall abide by the safety norms of NTECL as given in Annexure-A & Scope of work. Clause 24.11 of GCC not Applicable
6	Site Regulations & Safety:	The contractor shall abide by the safety norms of NTECL as given in Annexure-A.
7	Time for Completion / Contract Period (to be	The period of contract shall be 12 (Twelve) months from the date of start intimated by EIC.

Sr. No.	Clause Ref, in any	Special Conditions																				
	read along with GCC Civil clause 29.2)																					
8	Payment Terms (Clause No.24 of GCC civil)	As per GCC Civil Works																				
9	Provision For Contract Time Extension (Clause No.29.5 of GCC civil)	As per GCC Civil Works																				
10	Quantity Variation (Clause No.49.2 & 49.3 of GCC civil)	As per GCC Civil Works																				
11	Price Basis	Firm																				
12	Materials for the performance of the Contract (GCC Clause 34.(b).(i))	HDPE pipe with a nominal diameter of 180 mm (7 inches) and a PE100, PN12.5 rating will be issued free of cost at NTECL stores.																				
13	Construction Power and Construction Water Supply and	AGENCY SCOPE																				
14	Liquidated Damages(As per GCC Clause 29.6.1)	<div>The Contractor shall ensure adequate progress during the execution of the work according to the bar chart/work schedule incorporated in the tender documents /Contract so that following activities are completed in the period allowed in the bar chart/work schedule and as further shown below. The value of these items to be completed in identified periods is shown as a percentage of the total contract value for the purpose of calculation of Liquidated damages for Delay in case the Contractor fails to complete the work on or before scheduled or extended date of completion as per clause 29.2 & 29.5 of GCC.</div> <table><tr><th>S. No</th><th>Period from the date of Letter of Award</th><th>Value of works (as Cumulative % of total value of work) to be completed during the period</th><th>Description of works in progress / to be completed during the period</th></tr><tr><td>1</td><td>0-12 MONTHS</td><td>100 %</td><td>100%</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	S. No	Period from the date of Letter of Award	Value of works (as Cumulative % of total value of work) to be completed during the period	Description of works in progress / to be completed during the period	1	0-12 MONTHS	100 %	100%												
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1	0-12 MONTHS	100 %	100%																			

Sr. No.	Clause Ref, in any	Special Conditions												
		<p>The liquidated damages shall be charged at the rate mentioned below per every week of delay of the value of the Work shown above if there is delay for a particular stage or the entire value of Contract if the whole of the Work is delayed.</p> <p>(i) The Liquidated damages on the Contract Value of the Work for every week that the progress remains below the required progress or that the Work remains incomplete.</p> <p>(a) Completion period (as originally @ 1 percent per week stipulated) not exceeding 6 months.</p> <p>(b) Completion period (as originally @ ½ percent per week. stipulated) exceeding 6 months and not exceeding 2 years.</p> <p>(c) Completion period (as originally @ ¼ percent per week. stipulated) exceeding 2 years.</p> <p>The total amount of liquidated damages payable by the Contractor for delay in stage wise completion or completion of the whole ,shall not exceed the undernoted percentage of the Contract value or of the Contract value of the item or group of items of Work for which a separate period of completion is given:</p> <table><tr><td>(a)</td><td>Completion period (as originally stipulated) not exceeding 6 months</td><td>10 percent</td></tr><tr><td>(b)</td><td>Completion period (as generally stipulated) exceeding 6 months and not exceeding 2 years.</td><td>7½ percent</td></tr><tr><td>(c)</td><td>Completion period (as originally stipulated) exceeding 2 years.</td><td>5 percent</td></tr></table> <p>(ii) In case multiple (more than one) completion dates are envisaged in the concerned package, the corresponding provisions for liquidated damages. – <u>Not applicable</u></p> <p>The total amount of liquidated damages payable by the</p>				(a)	Completion period (as originally stipulated) not exceeding 6 months	10 percent	(b)	Completion period (as generally stipulated) exceeding 6 months and not exceeding 2 years.	7½ percent	(c)	Completion period (as originally stipulated) exceeding 2 years.	5 percent
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(c)	Completion period (as originally stipulated) exceeding 2 years.	5 percent												

Sr. No.	Clause Ref, in any	Special Conditions
		contractor for the delay in stage wise completion or completion of the whole work shall not exceed 10 % of the contract value as awarded.
15	Defects Liability Period(As per GCC Clause 45)	As per GCC Civil Works
16	Security Deposit / Contract Performance Security (GCC Clause 22)	SD shall be as per Cl.No.22 of GCC Civil works except SD Limit wherever indicated as 10 % may be read as 5 %.
17	GPAIS Coverage New clause	<p>a) For all category of workers, GPAIS coverage for an amount of Rs. 10 lakhs with an additional facility of expenses towards medical treatment in case of an accident, up to 25% of the coverage amount. These workers will continue to be covered under ESI also.</p> <p>b) GPAIS are being provided by various authorized insurance Companies in the head of "Group Personal Accident insurance Scheme with additional medical benefit in case of accident to the extent of 25% of the coverage amount" in risk category 3. The contractor shall ensure coverage of the insurance from the insurance Company.</p> <p>c) The agency shall submit GPAIS coverage policy before start of contract.</p> <p>d) Prime Ministers Suraksha Bhima Yojana Coverage : The agency shall ensure all workers engaged by them are covered under Prime ministers Suraksha Bhima Yojana policy. The agency shall submit Prime ministers Suraksha Bhima Yojana policy before start of contract.</p> <p>e) Prime ministers Jeevan Jyoti Bhima Yojana Coverage: The agency shall ensure all workers engaged by them are covered under Prime ministers Jeevan Jyoti Bhima Yojana policy. The agency shall submit Prime ministers Jeevan Jyoti Bhima Yojana policy before start of contract.</p> <p>f) For worker's drawing monthly wages more than Rs.21000.00, agency shall submit Workmen Compensation Policy with coverage amount for Rs.12 Lakhs.</p>
18	Issue of Jaggery & soap bar New clause	The agency shall issue 100 grams of Jaggery per day or 2.6Kgs per month to each worker engaged in the contract. The agency shall also issue one soap bar per month to each worker engaged in the contract. The agency shall submit issue register for the items signed by workmen to the EIC every month for processing of RA bill.

Sr. No.	Clause Ref, in any	Special Conditions																
19	Police Verification / Gate Pass New clause	Police Verification certificate for all the persons deployed at site must be submitted by the contractor. Gate pass for the workers shall be issued only after verification of document. The contractor shall submit medical fitness certificate from a qualified Govt. Doctor, before the start of the work and once every six months thereafter. Gate pass for the workers shall be issued only after submission and clearance of Medical fitness.																
20	Granting of Purchase Preference to Class-I local suppliers.	Only Class-I local suppliers are eligible to Bid. Bids received (if any) from Class-II Local Supplier / Non Local Supplier shall be out rightly rejected. MSE benefits are applicable. Refer to ITB CLAUSE 31 for relevant details. Note: 1. Udyam Registration is mandatory for availing MSE benefits as mentioned above. 2. Agencies registered under Service(Trading) / Service (Trading – Priority sector lending) / Manufacturing(Trading) / Manufacturing (Trading – Priority sector lending)shall not be entitled for Availing MSE benefits.																
21	Applicable Schedule of Rates	CPWD-DSR-2018. The expression (CPWD-DSR) wherever appearing in the tender documents shall be read as CPWD- DSR-2018.																
22	Minimum Local Content	Bidder must submit Bid form as per Annexure E of Section VII along with the bid.																
23	Rate of interest for mobilization advance and equipment advance (GCC Clause 23.3)	Not applicable																
24	Human Resources (GCC Clause 10)	(The number and other relevant details of key personnel required to be engaged/ employed by the Contractor in all areas - payment of these personnel not in BOQ. Hence in contractor's scope) <table><tr><td>Sl. No</td><td>Requirement of Technical staff</td><td>Minimum Experience</td><td>Qualification</td></tr><tr><td>1</td><td></td><td>01</td><td>B.E. / Btech Equivalent in Civil Engg</td></tr><tr><td>2</td><td></td><td>02</td><td>DiplomaCivil /Equivalent /AnyDegree</td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	Sl. No	Requirement of Technical staff	Minimum Experience	Qualification	1		01	B.E. / Btech Equivalent in Civil Engg	2		02	DiplomaCivil /Equivalent /AnyDegree				
Sl. No	Requirement of Technical staff	Minimum Experience	Qualification															
1		01	B.E. / Btech Equivalent in Civil Engg															
2		02	DiplomaCivil /Equivalent /AnyDegree															
25	GCC Clause No.59.0	Last milestone to be executed/Completed : Work completion Date as per BOQ and scope certified by EIC.																
26	Site Laboratory	Agency/Other accredited laboratories after approval by NTECL / As per Approved Quality Plan.																

Sr. No.	Clause Ref, in any	Special Conditions
27	Employer's and Contractor's Risks and Insurance (GCC Clause 46.5.2)	As per NTECL norms
28	Declaration on Qualifying Requirements	In compliance to Qualifying Requirements, Bidder must submit Attachment – 3.
29	Quoted rates (ITB clause 12.4)	<p>Replace clause 12.4 of ITB with the following: The rates/amount quoted in the Bill of Quantity (BOQ) shall be inclusive of all taxes, levies, royalty, fees etc. including GST as per GCC clause 26.0</p>
30	<p>New clause</p> <p>Conflict of interest</p>	<p>A bidder shall not have conflict of interest with other bidders.</p> <p>Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests.</p> <p>A bidder may be considered to have a conflict of interest with one or more parties in the bidding process, if:</p> <p>a) they directly or indirectly control, or are controlled by or are under common control of another entity; or b) they have the same legal representative/agent for purposes of their bids; or c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the reparation of the design or technical specifications of the contract that is the subject of the tender; or e) Bidder participates in more than one bid in this bidding process.</p> <p>For the purposes of this clause the term 'control' shall have the following meaning: "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.</p> <p>1. Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are</p>

Sr. No.	Clause Ref, in any	Special Conditions
		under common control of Government of India / State Government.
31	TPIA certification Supersedes clause ITB Clause 5.4 (iv)	<p><i>In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the TPIAs as mentioned below</i></p> <p>Société Générale de Surveillance / SGS India Pvt. Ltd. (SGS)</p> <p>2) International Certification Services Pvt. Ltd.</p> <p>3) TUV Rheinland (India) Pvt. Ltd.</p> <p>4) TÜV SÜD South Asia Pvt. Ltd.</p> <p>5) TUV India Pvt. Ltd. (TÜV Nord Group)</p> <p>6) Intertek India Pvt. Ltd.</p> <p>7) Moody International (India) Pvt. Ltd.</p> <p>8) RINA India Pvt. Ltd.</p> <p>9) Competent Inspectorate and Consultants Pvt. Ltd.</p> <p>10) KBS Certification Services Pvt. Ltd.</p> <p>11) ICS India Pvt. Ltd.</p> <p>12) Assure Quality Management Certification Services Pvt. Ltd.</p> <p>13) International Inspection Services Private Limited</p> <p>14) Hertz Inspection & Services Pvt. Ltd.</p> <p>15) Quality Evaluation & Systems Team Pvt. Ltd.</p> <p>16) Industrial Inspection and Verification Services (I) Pvt. Ltd.</p> <p>17) Ravi Energie Pvt. Ltd.</p> <p>18) IRCLASS Systems & Solutions Private Limited</p> <p>19) Quality Services & Solutions Pvt. Ltd.</p> <p>20) Certification Engineers International Ltd.</p> <p>21) Aaditech Inspections & Services Pvt. Ltd.</p> <p>22) Phistream Consulting Pvt. Ltd.</p> <p>23) Conformity India International Pvt. Ltd.</p> <p>24) Geochem Laboratories Pvt. Ltd.</p> <p>25) Edlipse Engineering Global Private Limited</p> <p>26) Dr. Amin Controllers Pvt. Ltd. (Amin)</p> <p>27) Leon Inspection & Testing Pvt. Ltd.</p> <p>28) LRQA Inspection Service India LLP (LRQA)</p> <p>29) Electrical Research and Development Association</p> <p>30) IRC Engineering Services India Pvt. Ltd.</p> <p>31) RSJ Inspection Service Limited (RSJ)</p> <p>32) Bureau Veritas (India) Pvt. Ltd.</p> <p>33) Astron Certification India Pvt. Ltd.</p> <p>34) TCRC Inspections Pvt. Ltd.</p> <p>35) DNV Business Assurance India Pvt. Ltd.</p> <p>36) BSCIC Certifications Pvt. Ltd.</p> <p>However, Bidders must verify the accreditation validity of the designated TPIA before proceeding to engage them for document certification. The following website may be referred for contact details and</p>

Sr. No.	Clause Ref, in any	Special Conditions
		<p>accreditation validity of above mentioned TPIAs: http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection.</p>
32	Arithmetic correction (supersedes ITB clause 23.1.3.4)	<p>Arithmetical Correction In case of mismatch between the prices mentioned in the Price breakup format and the total quoted amount in the financial Bid, the quoted amount will prevail and break-up shall be adjusted to quoted price in financial bid on pro-rata basis.</p>

SECTION – VI

SCHEDULE OF ITEMS/BOQ (Price Schedule)

Laying HDPE Water Supply pipeline from NTECL Plant to Township

Notes to Schedule of items/Bill of Quantities/ Price schedule:

1. Details of the item under this schedule shall be read in conjunction with the corresponding scope, terms and conditions, and other parts of tender documents.
2. Items of work provided in this schedule but not covered in the scope & terms and conditions shall be executed strictly as per description of item in this schedule and as per instructions of the Engineer-in-charge.
3. The decision of the Engineer-in-charge shall be final and binding on the contractor regarding clarification of items in this schedule with respect to the other sections of the contract.
4. The bidder before quoting for the job is expected to thoroughly familiarise himself with the conditions prevailing at NTECL's project site/Chennai city and access to site. In no case any claim of the contractor on account of the actual site conditions being different from what he has assumed in his tender shall be entertained by the owner and bidder's quoted rates shall be deemed to include for the same.
5. Wherein the tenderer finds difficulty in understanding the implications of any of the provision in the tender documents he should get the clarifications required by him from the authority issuing the tender documents. No claim shall be entertained at a later date for any assumption /presumption made by him
6. Any Clarification related to the scope, terms & conditions of contract may please be sought before last query date. Clarifications received after last query date from the agencies will not be entertained. Suitable reply will be given to agencies based on their clarification before scheduled BOD. After this stage, no deviation is acceptable to NTECL. No claim shall be entertained at a later date for any assumption /presumption made by him.
7. The bidder shall refer Special Conditions of Contract (SCC) regarding issue of additional safety items along with quantities, GPAIS, Prime Ministers Suraksha Bhima Yojana & Prime Ministers Jeevana Jyothi Bhima Yojana coverage etc. before quoting their rates.
8. **Bidders are requested to quote their rates inclusive of Goods and Services Tax (GST). The GST shall be paid extra subject to its applicability and production of documentary evidence. Bidder has to submit GST details along with their offer as per price sheet below, attachment 8,9 provided at Section VII.**

BILL OF QUANTITIES (BOQ)/ SCHEDULE OF ITEMS /PRICE SCHEDULE
--

NAME OF WORK : “Laying HDPE Water Supply pipeline from NTECL Plant to Township”

Delivery Address:

NTPC Tamil Nadu Energy Company Limited
(A Joint Venture of NTPC Ltd. & TANGEDCO)
Vallur Thermal Power Station
Vellivoyal chavadi, Ponneri Taluk
Thiruvallur Dist., Chennai - 600 103
Phone-044-27926514

SI No.	Description	Unit	Quantity
10	Laying HDPE Water Supply pipeline from NTECL Plant to Township	AU	1

UOM Legends:- AU - Activity unit

Note : BIDDER HAS TO QUOTE THE PRICE INCLUDING GST ONLY IN GEM PORTAL

RCM Applicable (Tick whichever is applicable)	YES	NO
GSTIN No.		
GST Rate Applicable		HSN/SAC CODE applicable:-

Important Notes:

- The Bidder is required to quote their total Contract Price (Inclusive of all taxes & duties) on lump-sum basis on GeM portal in GeM Bid for entire package.
- The Break-Up of applicable GST is required to be quoted in as per format given in the bidding documents.
- The premium (%) or Discount (%) shall be derived considering total quoted amount w.r.t. estimated amount provided by NTECL. The derived premium (%) or Discount (%) shall be uniformly applied on all the BOQ items as mentioned in the Schedule of Quantities (BOQ.xls) at the time of award of the contract .
- Bidder has to mandatorily quote/indicate GST (%) as applicable seven (7) days prior to last date of Bid Submission in the above format.
- NTECL shall issue a SAP Purchase Order consisting of above BOQ items along with quoted rates having ascertained rate reasonability and after approval of C/A.
- Submission of bid on GeM Portal shall be deemed as bidder's unconditional acceptance to all the Attributes (GTE's) provided at Attachment 13.
- Item wise BOQ details are given in section IV – Scope of Work. Bidder may thoroughly go through section IV – Scope of Work and BOQ excel sheet before quoting.**

h. Safety reimbursement:

- Ceiling limit for reimbursement shall be **Rs.48,206.00/- (including GST)** for BOQ item No.30.10 for supply of safety items. Since they are reimbursement items, rates for these items are not being invited in bid. However the same shall be provisioned in the SAP PO to be released by NTECL after finalization of award.
- The reimbursement of this cost to the agency shall be subject to claim by the agency accompanied by documents including original invoice, entry gate pass stamped by CISF, inspection by safety and acceptance by EIC.
- The record of issue to workers and the workers on the rolls of the agency during the period to be submitted to the EIC along with the claim.

(Signature of Supplier/Contractor)

SECTION – VII**List of Annexure's / Attachments/Forms**

Annexure - A	SAFETY PROVISIONS IN O&M / PROJECTS CONTRACTS AT NTECL-VALLUR
Annexure – D	CONTRACT AGREEMENT FORMAT
Annexure- E	Bid Form
Annexure - F	CERTIFICATE OF COMPLIANCE ON QUALIFYING REQUIREMENT
Annexure - G	Performa of Certificate to be submitted by CEO/CFO
Annexure – H	Form of Insurance Surety Bond towards Bid Security
Annexure – I	Form of Bank Guarantee towards Performance Security
Annexure – J	Form of Bank Guarantee towards Performance Security (In case of Contract awarded to Joint Venture)
Annexure – K	Form of Insurance Surety Bond towards Performance Security
Annexure – L	Form of Insurance Surety Bond towards Performance Security (In case of Contract awarded to Joint Venture)
Annexure – M	Proforma for Insurance Surety Bond to be Furnished by the Executant of Deed Joint Undertaking Other Than Contractor
Annexure – N	Form of Extension of Bank Guarantee/ Insurance Surety Bond
Annexure – O	Checklist
Annexure – P	FORM OF ACCEPTANCE OF GCC FOR CIVIL works
Annexure – Q	PROFORMA OF CONTRACT CLOSING CERTIFICATES
Annexure – R	PROFORMA OF BANK GUARANTEE FOR LUMP SUM ADVANCE
Attachment -1	Earnest Money deposit (In case paid in modes other than on-line payment)
Attachment -2	Authority to sign the bid
Attachment -3	Bidder's Qualifications
Attachment -4	Not applicable
Attachment -5	Equipment/Machinery deployment schedule
Attachment -6	Not Applicable
Attachment -7	Electronic Fund Transfer (EFT) authorisation form
Attachment -8	DETAILS OF PF, ESI, PAN and GST REGN.
Attachment -9	GST DECLARATION
Attachment -10	Technical details & data sheets, drawings, compliance to scope of work etc. if applicable
Attachment -11	Vendor data
Attachment -13	UNDERTAKING FOR COMPLIANCE OF IMPORTANT CONDITIONS OF TENDER (GTE) BY BIDDER

ANNEXURE - A**SAFETY PROVISIONS IN O&M / PROJECTS CONTRACTS AT NTECL-VALLUR****1.0. GENERAL:**

1.1 The agency shall comply the provisions of Factories Act 1948, any other statutory provisions applicable to them to ensure occupational health and safety, Electrical & Mechanical Safety Rules and any other Rules made by NTECL-Vallur relating to Operation & Maintenance of Plant and Project activities. The agency shall make arrangements at all their work places for ensuring safety and health of the workers.

1.2 The agency shall ensure that the equipments / electrical installation system / facilities are provided and maintained by them as required under various statutes. They shall also ensure testing / examination of the equipments wherever required in accordance with the provisions of the Factories Act or any other prescribed statutes. The record of such inspection / testing and examination shall be kept at the site and shown to NTECL-Vallur EIC / Safety I/c. on demand.

1.3 The agency shall ensure that all floors steps, stairs, passages and gangways are to be properly maintained and shall be kept free from obstructions and substances/objects likely to cause persons to slip and fall.

1.4 The agency shall not remove any part of equipments (like guards etc.,) or gangways (like fencing, grating floor etc.,) or other systems without the permission of the EIC. Wherever any guards / other parts of the system are removed for repair, it will be provided back to its place, before any operation or use of the equipment. The agency shall not hand over / allow operating these equipments till the guards are provided at its place.

1.5 In case any opening in grating of platforms and floors, gangway, access etc., is caused due to removing any part of base for lifting of material or otherwise, either the opening shall be suitably fenced or suitably covered to prevent fall of any person in such openings in consultation with EIC. Temporary fencing shall also be provided whenever required along with appropriate caution boards, lighting etc.

1.6 The employees employed by the agency should be skilled / competent in accordance with the job requirement to the satisfaction of EIC. The EIC shall have a right to remove any employee of the agency whom he feels to be incompetent. The agency shall employ sufficient number of supervisors to ensure supervision at all places of his work at all the times.

1.7 No person should be allowed to carry, lift or move any load so heavy which may likely to cause him injury as prescribed under concerned state factories rules.

1.8 The agency shall remit the monthly wages to the Bank Account of the employee on or before the last day of the month and submit the proof of transfer of amount to EIC/HR. Further, the contractor has to issue pay slips for each month to the contract workers.

1.9 Each agency while employing a worker shall register for CLIMS and also record IN-TIME & OUT-TIME in the Muster Card/Register to establish the actual time of working of the employee.

1.10 In order to ensure statutory compliance of PF & ESI, payment of Minimum Wages, each contractor shall submit copy of PF/ESI challan along with Muster and Wage Register and details of the PF & ESI account of the individual worker for the preceding month to the EIC before release of RA bill. The copies of same shall also be submitted to HR dept. while seeking renewal of the gate passes, once in three months for records and to answer queries from Statutory Authorities.

At the end of financial year, agency should also distribute Annual PF Statement –Form 23 to the workers after obtaining it from the concerned RPFC. Copies of Annual Statements so disbursed shall also be submitted to EIC/HR for closure of the contract and release of SD/Final bill.

1.11 Contract workers deployed in NTECL-Vallur canteen as well as in the canteens of contracting establishments shall undergo compulsory medical check-up at least twice in a year, copy of which shall be submitted to EIC.

1.12 It shall be the responsibility of the agency to absorb the burden of extra payment to contract workers an account of the rise in minimum wages / ceiling of bonus, allowances etc. notified by any Statutory Authority and the agency shall have no extra claim on this account with NTECL-Vallur except in cases where specific provision for reimbursement of Statutory Wages is available in the Tender Document and subsequent Purchase order.

1.13 ESI card for the contract workers shall be provided by the agency within 30 days of employment. Copies of the card shall be submitted to HR / EIC for reference etc. In case the same is extended, EIC shall have the discretion to withhold certain amount till such time compliance is reported.

1.14 In all the contracts, NTECL-Vallur shall have the right to deposit the Workmen's Compensation in case any agency does not settle the same within seven days of its becoming due and deduct from the RA bills of the Contractor without any further correspondence.

2.0. PERSONNEL PROTECTIVE EQUIPMENTS (PPEs), SAFETY GADGETS/DEVICES, ETC :

2.1 The agency shall provide all required PPEs and necessary safety devices to perform the work in a safer manner. Whenever any worker is engaged on a work at a place from which he is liable to fall more than two meters, shall be provided with Safety belt and fall arrest system with lifelines which are secured to a fixed structure. It is to be ensured that no safety belt or lifeline that is not in good condition is used at works and competent person shall examine all safety belts and lifelines at frequent interval of 6 months.

2.2 Where the workers are exposed more than to the permissible noise levels specified in the concerned State Factories Rules, be provided with suitable ear plugs / ear muffs so as to reduce the exposure below high noise level.

2.3 The agency shall provide all the PPEs as prescribed in the Factories Act and / or State Factories Rules to the workers. In case the Factories Act / State Factories Rules do not specify the PPEs for the concerned work, the PPEs prescribed by NTECL-Vallur EIC shall be followed by the agency. The quality of the PPEs shall be as prescribed in concerning Indian Standards. In case, the Indian standards do not exist for particular PPE, the approval of PPE quality shall be obtained from EIC / Head of Safety. It will be the responsibility of agency to ensure that all his employees/ workers use these personal protective equipments without fail.

2.4 The actual cost of safety items provided for work, vide this contract shall be reimbursed by NTECL subject to the following: a. Ceiling limit for reimbursement shall be the amount specified in the BOQ item for supply of safety items. b. The reimbursement of this cost to the agency shall be subject to claim by the agency accompanied by documents including original invoice, entry gate pass stamped by CISF, inspection by safety and acceptance by EIC.

c. The record of issue to workers and the workers on the rolls of the agency during the period to be submitted to the EIC along with the claim.

2.5 The indicative list of minimum items to be supplied is listed below in Table – 1.

Table : 1	
Sl. No.	DESCRIPTON

A	PPE ITEMS MANDATORY FOR EACH WORKER
1	SAFETY HELMET
2	LEATHER SAFETY SHOES WITH PU SOLE
3	REFLECTIVE JACKET
B	PPE ITEMS FOR WORKERS (JOB SPECIFIC / REQUIREMENT BASED)
1	SAFETY GOGGLES -SPECS
2	CUT PROTECTION HAND GLOVES
3	COTTON HAND GLOVES WITH PVC DOTTING
4	EAR PLUG UNCORDED (DISPOSABLE)
5	PARTICULATE RESPIRATOR DUST MASK
6	LIGHTWEIGHT EAR MUFFS
7	THERMAL BLANKET (2x2)
8	GUM BOOTS FOR WORKING IN DAMP CONDITIONS
C	PPE ITEMS FOR EACH WELDER
1	HELMET MOUNTED WELDING SHIELD
2	WELDING GLASS
3	WELDER LEATHER GLOVES
4	WELDER LEATHER APRON
5	WELDER LEG GUARDS
D	FALL PROTECTION EQUIPMENT FOR WORK AT HEIGHT FOR THE CONTRACT
1	FULL BODY HARNESS + FORKED LANYARDS WITH ENERGY ABSORBERS TWISTED ROPE
2	LIFE LINE ROPE
3	ROPE GRAB FALL ARRESTOR
4	RETRACTABLE WIRE ROPE FALL ARRESTER (15 M)
5	SAFETY NET (10x10)
E	EXIGENCY T&P ITEMS FOR SAFETY AT WORK FOR THE CONTRACT– INDICATIVE
1	"A" TYPE LADDER
2	STRAIGHT LADDER
3	QUICK ERECT PLATFORM
4	GAS CYLINDER TROLLEY
5	PLATFORM TROLLEY
6	PNEUMATIC TOOLS FOR WORK IN CONFINED SPACES - GRINDER,

Part – A: Mandatory for any worker entering the plant premises for work under any contract. (Records of PPE items issue to individual worker to be maintained by agency for verification). The items issued under this head shall be for personal use of workers and hence **non-returnable** / acknowledgement by workers shall be submitted for passing bill.

Part – B: Job specific PPE items to be issued to workers based on job requirement and upon return of damaged or used PPE items. (Agency to maintain record of PPE issued to individual workers with details of Job Requirement). The items issued under this head shall be for personal use of workers and hence **non-returnable** / acknowledgement by workers shall be submitted for passing bill.

Part – C: Safety & PPE Items for welders. The items issued under this head shall be for personal use of

welders and shall be **non-returnable** / Acknowledgement by workers shall be submitted for passing bill.

Part – D: Safety items to be maintained in common pool and issued to individual workers for duration of work and to be returned on completion of work. Statutory testing & certification of safety items by the competent authority is mandatory. The items issued under this head shall be from common pool for the contract and shall be **deposited with NTECL – Safety at the end of the contract. In case of item getting damaged (damage due to ageing and other natural factors) during currency of contract, the same shall be procured and stock shall be maintained by the agency. The cost of procurement of replacement item shall be, admissible, provided, the reimbursement bill satisfies other specified criteria.**

Part – E: Sundry / low value items not specifically mentioned in the contract but may be essentially required for safe conduct of a work within a time frame based on risk assessment by EIC. The items purchased under this head shall be **deposited with NTECL – EIC at the end of the contract.**

2.6 Applicability of the items detailed above shall be specific to the nature of the contract and shall be applicable as detailed below:

SI No	NATURE OF CONTRACT	APPLICABLE SAFETY ITEMS (Part)
1	ANNUAL MAINTENANCE CONTRACT	A, B, C, D & E
2	SHORT TERM / OVERHAULING / ONE TIME CONTRACT (OTHER THAN AMC)	A, B, C & D
3	HOUSE KEEPING CONTRACT	A & B
4	CONTRACTS INCLUSIVE OF MATERIAL SUPPLY(*)	A, B D & E
5	OPERATOR SERVICES	A, B & F

NOTE:

1. Safety items listed in Part-B to Part-F are indicative, actual requirement to be finalised in consultation with the EIC.
2. Safety items listed in Part-E & F are optional, to be supplied only against specific requirement proposed by EIC
3. Safety items listed in Part-D, E & F are required to be surrendered to NTECL at the end of the contract. EIC shall be responsible to coordinate surrender of the equipment by contractor. In case, contractor fails to surrender these items to NTECL at the end of the contract, EIC to deduct amount equal to cost price of the items in the final bills of the contractor. Cost price of the items shall be considered equal to cost reimbursed to the contractor on mobilization.
4. The safety items purchased by the contractor should be of good quality and reliable.
5. ~~The agencies are advised to procure safety items of any of the suggested brands to achieve uniformity and quality of the items being procured / used by various agencies.~~
6. ~~List of suggested brands & Cost ceiling of individual item specified in annexure.~~
7. ~~The agency should get the advance acceptance of NTECL – Safety for the brand of PPE and safety items being procured. Material of unapproved brands shall not be allowed and reimbursement shall not be allowed.~~
8. The agency shall ensure availability of required safety items during the initial mobilization for the start

of work, failing which safety clearance for start of work shall not be granted by NTECL Safety.

9. The agency is responsible for providing / maintaining / preserving the safety items / equipment in good condition.

10. Statuary testing and certification any safety item as required shall be the responsibility of the Contractor. Certificates of such testing and certification shall be submitted to the EIC.

2.7. In case of extension / deviation of contracts, reimbursement of safety cost shall be considered as detailed below:

a. For the cases of “Time Extension and enhancement of contract value” and “No Time Extension but (+ ve) enhancement of contract value”:

Actual cost incurred for supply of safety items with ceiling limit as applicable for the nature of contract and the **final contract / work value** shall be applicable, subject to fulfilment of all other conditions as specified in this document.

b. For the cases of “Time Extension and no enhancement of contract value” and “No Time Extension but (- ve) enhancement of contract value”:

Actual cost incurred for supply of safety items with ceiling limit as applicable for the nature of contract and the **awarded contract / work value** shall be applicable, subject to fulfilment of all other conditions as specified in this document.

Note:

- i. The procurement of safety items during Time Extension of contract should be condition based and require certification by EIC.
- ii. In case, cost of supply of safety items exceeding the prescribed ceiling limit, reimbursement of cost beyond the ceiling limit shall be subject to approval of CA.

3.0. PENAL PROVISION:

3.1. Any violation w.r.t. Safety conditions shall attract penalties according to the below given “Schedule of Penalties for Safety violations in Works Contracts”.

SI No	Type of Safety Violation	Penalty (₹)	Measure
	General		
1	Failure to impart safety induction training to all workers and height pass test (for those workers working at height) provided by NTECL safety.	500.00	Per Worker
2	Failure to maintain PPE register, Safety training / pep-talk register, register of lifting tools and tackles	1000.00	Per Violation
3	Exceed speed limit while driving vehicle on plant roads (20 KMPH)	500.00	Per Violation
4	Violation of Road safety rules (No crash helmet, triple riding etc.)	500.00	Per Person
5	Failure to prepare risk assessment / JSA for each activity and method statement (for high risk activities) under the contract and get it approved by Safety and EIC before start of work.	2000.00	Per Violation
6	Failure to ensure use of PPEs by workers	200.00	Per Worker / PPE
7	Failure to conduct tool box safety-talk at the start of day's activity	500.00	Per Day

8	Employment of child labour	5000.00	Per Violation
Safe work procedures			
9	Failure to implement risk control measures according to approved JSA / HIRA	1000.00	Per Measure
10	Failure to provide fall protection & using improper working platform / access for work at height	2000.00	Per Violation
11	Failure to prevent falling objects that can cause harm	2000.00	Per Violation
12	Unsafe lifting operation with improper rigging methods / without signalman. Failure to use proper lifting gears	1000.00	Per Violation
13	Transportation of workers in plant vehicles / equipments (hydra, mobile crane, dozer, tractor etc.)	500.00	Per Worker
14	Failure to use proper tools for the job	500.00	Per Violation
15	Failure to erect scaffold in compliance with approved Standard	2000.00	Per Violation
16	Working without proper and valid PTW	2000.00	Per Violation
17	Failure to provide fire extinguishers at fixed installations of the agency	2000.00	Per Violation
18	Carrying out Hot works without proper fire precautions (fire blanket/sheet to prevent splatters spread, covering flammable materials nearby, not keeping water bucket/fire extinguisher nearby etc.)	2000.00	Per Violation
19	Using electrical installations, Distribution boards without proper earthing connections ELCBs / safety devises. Connection without industrial plug-tops.	2000.00	Per Violation
20	Failure to cordon off the danger areas (floor openings, critical jobs, dangerous machines, lifting areas etc.)	2000.00	Per Violation
21	Failure to install & use of reverse horn on all transport/heavy plant vehicles / mobile equipments	1000.00	Per Violation
22	Unauthorized parking of vehicles including two wheelers, in plant/equipment area	500.00	Per Violation
23	Failure to use standard ladders	1000.00	Per Violation
24	Failure to provide serviceable Flash Back Arrestors, two Pressure Gauges, Hose clamps etc., on gas cutting sets	1000.00	Per Set
25	Failure to use cylinder trolleys for transportation and use at plant/work area	500.00	Per Violation
26	Improper storage of gas cylinders (proper stacking, capping of valves etc.)	1000.00	Per Violation
27	Failure to provide guards on dangerous part of machines brought by agency	500.00	Per Day
28	Use of Power cables with joints and laying cables haphazardly in floors	500.00	Per Case
29	Failure to install cable markers over buried cables laid by agencies for the job	1000.00	Per Violation
30	Not cleaning of work place after the day's job is complete	500.00	Per Instance

31	Unauthorized obstruction of passage ways, access roads etc.	1000.00	Per Case
32	Overloading of material on vehicles	1000.00	Per Violation
33	Driving without valid license, helpers driving the vehicle	1000.00	Defaulter Expelled
34	Failure to conduct housekeeping at Agency's store and labour camps.	1000.00	Per Violation
38	Willful negligence in water / debris stagnation in plant / equipment areas leading to mosquitoes breeding, foul smell etc.	2000.00	Per Day
39	Consumption of alcohol / drugs etc, in the plant or workers entering in plant consuming alcohol.	2000.00	Defaulter Expelled
40	Failure to attend Medical examination conducted by NTECL	2000.00	Per Worker
41	Disregard safety instructions and Assault on authorized Safety men	1000.00	Per Violation

Note: Repeated violation on each occasion shall be penalized by a penalty, double the penalty applicable for first time violation as specified above. The ceiling limit for deductions under this head shall be limited to 3% of the contract value.

3.2 NTECL – Safety shall issue a notice to the contractor in respect of violations if any, with copy to EIC. The EIC shall impose the penalty by deducting the penalty amount from the running bills of the contract from time to time with intimation to safety.

3.3 PENALTIES IN CASE OF ACCIDENTS

SI No	Type of incident	Penalty (₹)
1	For fatal accident / injury causing death	@ 10% of the contract value or ₹ 5 lakhs whichever is less for each fatal accident / injury causing death
2	Major injury / accident causing 25% or more permanent disablement to worker	@ 2.5% of contract value or ₹ 1 lakh whichever is less for each disablement injury
3	Occurrence of Fire incident due to negligence of agency	₹ 5000.00 plus double the cost of damage to NTECL property
4	Occurrence of injury incidents / significant near-miss incidents	₹ 2000.00 each case plus double the cost of damage to NTECL property
5	Damaging the plant equipment due to accident / erroneous act of agency. Damage to services (water / oil lines, power, communication system, etc)	Double the cost of damage to NTECL property as decided by EIC

3.4. Permanent disablement shall have the same meaning as indicated in Workmen's Compensation Act, 1923. The penalty mentioned above shall be in addition to the compensation payable to the workmen / employees under the relevant provisions of the Workmen's Compensation Act and Rules framed there under or any other applicable laws as applicable from time to time.

4.0. WORKING AT HEIGHTS:

4.1 All working platforms, walkways and other places of O&M and Project work area shall be free from accumulations of any material causing obstructions and tripping.

4.2 Wherever workers are exposed to works involving the hazard/risk of falling into water, the agency shall provide adequate equipment for saving the employees from drowning and rescuing from such hazards. The agency shall provide boat or launch equipped with sufficient number of life buoys, life jackets etc., manned with trained personnel at the site of such work.

4.3 Every opening at elevation from/above ground level through which a worker, material equipment etc, may fall down at O&M and Project work area shall be covered and / or guarded suitably by the agency to prevent such falls.

4.4 Wherever the workers are exposed to the hazards of falling from height, the agency shall provide full body harness safety belts fitted with fall arresting systems to all the employees working at higher elevations and life line of 8mm diameter wire rope with turn buckles for anchoring the safety belts/ full body harness while working or moving at higher elevations. (Safety nets shall also be provided for saving them from fall from heights and such equipment should be in accordance with BIS standards.)

4.5 Wherever there is a possibility of falling of any material, equipment or workers while working at heights, a suitable and adequate safety net should be provided. The safety net should be in accordance with BIS Standards.

4.6 The agency shall provide proper access, portable scaffold platforms, ladders etc., 2herever the workers are required to go to /reach higher elevations and ensure that /the workers use them as an access for higher elevations where/when a permanent access is not available. The workers shall be provided with safety belts fitted with suitable fall arrestor system for climbing / getting down through ladders to prevent fall from height. For horizontal movement, retractable type fall arrestors must be used.

5.0. OPENINGS:

5.1 The agency shall ensure that vessel, sump, tank, pit or opening in ground or in a floor which by reason of its depth (situation, construction or contains or may be a source of danger) at his workplace shall be either securely covered or fenced and necessary measures for protection against falling materials / objects or workers from such platform are taken by providing suitable safety nets, safety belts, safe means of access or other similar means.

6.0. FENCING OF MACHINERY:

6.1 The agency shall not allow any worker to examine any part of the machinery or to carry out the lubrication or other adjusting operation while the machinery is in motion and such dangerous parts are not fenced. The workers working near the machinery in motion shall be provided with tight fitting clothes as required under State Factories Rules.

7.0. SCAFFOLDINGS AND WORKING PLATFORMS:

7.1. The agency shall take all precautions to prevent any accidental collapse of scaffolding or working platforms or fall of persons from scaffolding or working platforms. The agency shall ensure that scaffolding erection and repairs are done under the expert supervision. The scaffolding shall meet the required strength and other requirements for the purpose for which the scaffolding / work platform is erected. The material used for scaffold / work platform should conform to the BIS standards.

8.0. CONFINED SPACE:

8.1 No person should be allowed to enter any chamber, tank, wet pit, pipe, flue or other confined space at his work area in which any gas, fume, vapour or dust is likely to be present to such an extent as to involve risk to persons unless it is provided with a manhole of the required size or other effective means of way out. The agency shall take practicable measures to remove any gas, fume, vapour or dust to bring it its limit within the permissible limits and to prevent any risk to the workers.

8.2 No portable electric light or any other electrical appliances of voltage exceeding 24 volts shall be permitted for use inside any chamber / tank, wet pit, pipe, flue or other confined space. Adequate safety devices/ apparatus and ventilation arrangements are to be provided where the inflammable gases, fumes or dust is likely to be present.

9.0. HANDLING OF HAZARDOUS CHEMICALS AND HAZARDOUS WASTE:

9.1 The agency shall provide suitable Personal Protective Equipments (PPEs) to the workers who are handling the hazardous and corrosive substances including alkalis and acids.

9.2 As a precautionary measure the contractor should keep the bottles filled with distilled water in cupboard / boxes near work place for emergency eye wash by worker exposed to such hazardous chemicals.

9.3 For the works involved inside confined space the agency should obtain confined space entry permit from NTECL. Wherever the oxygen content inside confined space is less than 19.5 % then agency shall provide forced air supply using fans.

10.0. OVERHEAD PROTECTION:

10.1 The agency shall ensure that any area, exposed to risk of falling materials, articles or objects is roped off or cordoned off or otherwise suitably guarded from inadvertent/ to prevent entry of any person.

10.2 Wherever there is a possibility of falling of any material, equipment or construction workers while working at heights, a suitable and adequate safety net should be provided. The safety net should be in accordance with BIS Standards.

10.0. ELECTRICAL HAZARDS:

11.1 The agency should ensure that all electrical installations / equipments used in O&M work area comply with the requirements of latest electricity acts / rules.

11.2 The agency shall take all adequate measures to prevent any worker from coming into physical contact with any electrical equipment or apparatus, machines or live electrical circuits which may cause electrical hazards during the construction work. The agency shall provide the sufficient RCCBs for all the portable equipments, electrical switchboards, distribution panels etc to prevent electrical shocks to the workers.

11.3 The agency should ensure use of double insulated / Fibre body hand tools or low voltage i.e. 110 volts hand tools.

11.4 Wherever NTECL-Vallur Electrical & Mechanical Safety Rules prescribe, the agency shall not undertake any work till the permit is obtained for the specific work in accordance with NTECL-Vallur Rules.

11.5 The electrical equipments shall be properly earthed to prevent electric shock. For power supply cables to be used. The receptacles, socket and Plug top should be of adequate capacity and safe to use.

11.6 All portable electrical tools e.g grinding machine, drilling machine etc shall be checked and certified by the electrical maintenance dept / Safety dept before taken in to use.

12.0. LIFTING TOOLS AND TACKLES:

12.1 The agency shall use the lifting appliances, tools & tackles including cranes etc., lifting gear including fixed or movable and any plant or gear, hoists. Pressure plant and equipment etc., are in good condition and examined and by the Certified Competent Person as per statutory requirements. The record of such inspection / testing and examination shall be kept at the site and shown to NTECL-Vallur EIC / Safety I/c. on demand.

13.0. GAS CYLINDERS HANDLING & USE

13.1. The body of Gas cylinders shall be of sound construction with identification number, and should have the approval of controller of explosives.

13.2. The gas cylinders cutting set are to be fitted with BIS marked regulator, pressure gauges and flash back arrestor in cylinder side/non return valve at Torch side.

13.3. For shifting of cylinders Trolleys to be used. Cylinders should be stored in well ventilated place

13.4. DA or Industrial LPG cylinders shall be used strictly to avoid domestic and commercial LPG cylinders.

14.0. MEDICAL EXAMINATION:

14.1. The agency shall get the medical Fitness examination conducted of all his employees including his sub-agency employees/workers once in every year by a Govt. Doctor once before the employment/renewing the contract.

14.2. If the agency fails to get the medical examination conducted as mentioned above, NTECL-Vallur will have the right to get the same conducted by NTECL-Vallur Medical Officer intimation to the agency and deduct the cost and overhead charges.

14.3. Medical certificate for each worker has to be submitted by the agency at the time of Safety Induction Training (SIT).

14.4. However for the workers working in hazardous areas Occupational health examination covering Lung function Test , Audiometry, eye sight etc., shall be conducted by NTECL for those workers as per the Factories Act, 1948 and concerned State Factories Rules once in every year by a qualified medical practitioner. The necessary registers and records relating to the medical examination of all the employees should be maintained and shown to NTECL-Vallur EIC / Safety I/c on demand.

15.0. SAFETY ORGANIZATION:

15.1. The major O&M agencies having workers more than 250 who are deploying number of agencies under their control should appoint at least one qualified safety officer. The other terms w.r.t. appointment of number of Safety Officers, qualifications, experience, duties and responsibilities etc. shall be in accordance to the concerned States Factories Rules.

15.2 The other smaller agencies engineers/ supervisors site in-charges who are directly supervising the job should undergo minimum two days safety training at any reputed institute or at NTECL-Vallur training centre before start of the work and obtain the certificate. A copy of the certificate has to submit to EIC of NTECL-Vallur.

15.3 However, for the work contracts where major potential hazards exist, there deployment of safety officer by the contracting agency is compulsory irrespective of number of workers.

16.0. RIGHT TO STOP WORK:

16.1. The EIC shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and /or property, and or equipments. In such cases, the agency shall be informed in writing about the nature of hazards and possible injury / accident and required safety measures to be taken he shall comply to remove shortcomings promptly.

16.2 The agency shall not be entitled for any damages / compensation for stoppage of work, due to safety reasons and the period of such stoppage of work shall not be taken as an extension of time for completion of the facilities and will not be the ground for waiver of levy of liquidated damages.

17.0. REPORTING OF ACCIDENTS:

17.1 In case of any injury, the agency shall send the injured person to NTECL-Vallur Plant Occupational Health Centre(OHC) where the injured shall be given the first aid treatment and may refer to the nearest Govt. Hospital or ESI Hospital based on severity. The quantum of permanent disablement or temporary disablement shall be assessed by treating hospital to ensure payment for compensation to be paid by the agency to the victim.

17.2 In case the subsequent treatment is given in other than NTECL-Vallur hospital or OHC, the agency shall submit full information about the treatment of injured persons including his address etc., till the injured person is certified fit by any Govt. / NTECL-Vallur doctor. He shall submit such record to NTECL-Vallur Safety I/c. within 15 days of certified fit by the Doctor as said above immediately

17.3 The agency shall report within 2 hours of occurrence about the serious injury / fatality in their work area to the local Police station, District Magistrate, Safety I/c. and the EIC. They shall submit full details of accident in writing to Safety I/c. and the EIC on the prescribed format. In case of near miss accidents /minor injury, he shall report the same to Safety I/c. and EIC immediately after referring the injured to NTECL-Vallur plant hospital / dispensary / first aid centre.

17.4 Wherever asked by NTECL-Vallur, the agency shall send his employees to depose in any enquiry arising out of any injury / fatality / loss etc without any reservation.

18.0. TRAINING:

18.1 The agency shall arrange to provide safety training to all his employees/ workers whenever asked by NTECL-Vallur also, the agency shall send his employees for safety training and for such day the agency shall pay the employee average daily salary.

18.2 The agency shall provide/ensure training on use of fire extinguishers and first aid to all his employees and records thereof shall be submitted to EIC and Head of Safety of NTECL-Vallur. The training may be provided independently or may be nominated to the programmes being organized by NTECL-Vallur from time to time.

19.0. Before start-up of work,

19.1. Completing the statutory requirements ESI or General Insurance before entering the company. Safety plan to be submitted by the contractor as enclosed.

19.2. Providing Safety helmet, safety shoes and reflective jackets for all the contract workmen. Special PPEs shall be provided depending upon the job requirement as advised by Safety Officer NTECL

19.3. Ensuring that the equipment (Crane / mobile crane, Hoists, A – frame, Wire rope, Chain slings, Chain pulley block, Lifting tackles, Forklift & Safety belt) are to be tested and certified by the competent person approved by the Inspectorate of Factories.

19.4. Ensuring that the electrical equipment (welding m/c, hand-drilling m/c, cutting m/c and grinding m/c etc.) is to be approved by Electrical Engineer NTECL and Electrical fitness pass is issued after the approval.

19.5. Work is to be started after obtaining the Safety Clearance Form-A as enclosed.

19.6. Following the control measures taken for the particular job to ensure safety compliance, in case of any deviation noticed either penalty or work cancellation to be taken.

Annexure–B

NOT APPLICABLE

Annexure –C

NOT APPLICABLE

CONTRACT AGREEMENT FORMAT

Purchase Order No.....

CONTRACT AGREEMENT

This Contract Agreement made this..... day of Two Thousand between NTPC Tamil Nadu Energy Company Limited, a company incorporated under the Companies Act, 1956, having its registered office at NTPC Bhawan, Core 7, SCOPE Complex, 7, Institutional Area, Lodhi Road, New Delhi – 110003 (hereinafter referred to as “Owner” or “NTECL” which expression shall include its administrators, successors, executors and assigns) on the one part:

and

M/s.....(Partnership Firm) registered under the Indian Partnership Act 1932 having its Head Office atand consisting ofPartners namely.....(hereinafter referred to as the “Contractor” which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

OR

M/s....., a proprietary concern having its Principal Place of Business atand owned and controlled by its Sole Proprietor namely Shri.....(hereinafter referred to as the “Contractor” which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

OR

M/s.....a company incorporated under the Companies Act 1956 having its registered office at (hereinafter referred to as the “Contractor” which expression shall include its administrators, successors, executors and permitted assigns) of the other part.

WHEREAS NTECL desirous of execution of the work at Chennai Dist., Tamilnadu has invited bids for(Briefly describe scope of work as per PO) as per Tender No.....

AND WHEREAS the Contractor had participated in the above referred bidding vide their proposal including its amendments, if any and NTECL after examining the said proposal accepted their aforesaid proposal and awarded the Contract to the Contractor on terms and conditions more specifically contained in itsand the documents referred to therein, which have been unequivocally accepted by the Contractor resulting into a concluding “Contract”, hereinafter called the “Contract”.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER:

1.0 AWARD OF CONTRACT

- 1.1 The Owner has already awarded the CONTRACT to the Contractor for the Work foron the terms and conditions contained in its Purchase Order No.the documents referred to therein and under these presents. The contract has taken effect from The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract" referred to in the succeeding Article.

2.0 CONTRACT

The Contract shall be performed strictly as per the terms and conditions stipulated herein, in the Contract Documents and in the Purchase Order (hereinafter collectively referred to as "Contract").

2.1 Contract Documents Shall Mean :-

A. NTECL Tender No.consisting of

- i) Schedule of Items / Bill of Quantities / Price schedule
- ii) Scope of work & Special Conditions of Contract
- iii) General Conditions of Contract

B. Agency offer received and opened on

C. Agency email dated

- 2.2 PURCHASE ORDER: The Purchase Order shall mean the Owners PO no.....together with its amendments, if any. All the aforesaid Contract Documents and Purchase Order shall form an integral part of this Contract Agreement, in so far as the same or any part thereof is not in conflict with the Documents in Para 2.1 and 2.2 above and what has been specifically agreed to by the Owner and brought out in its Purchase Order and subsequent amendment if any. Any matter in the Contractor's Proposal referred to in sub-clause B of Para 2.1 above inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its "Proposal" but not agreed to Specifically by the Owner in its Purchase Order shall not be given effect to and shall be deemed to have been withdrawn by the Contractor without any cost implication to NTECL. For the sake of brevity, this Contract Agreement along with its aforesaid Contract Documents and the Purchase Order shall be referred to as the "Contract".

3.0 CONDITIONS & COVENANTS

- 3.1 The scope of work under the Contract shall include for
- 3.2 The scope of work under the Contract as specified above, consideration, terms of payment, loans and advances, price variation, security deposit, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions are contained in the Contract and the Contract shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of this Contract.
- 3.3 The scope of works shall also include all such items which are not specifically mentioned in the Contract, but which are necessary for the satisfactory completion of the entire scope of works envisaged under this contract unless otherwise specifically excluded from the scope in the Contract.
- 3.4 The progress of work shall conform to the agreed work schedule.

3.5 This Contract Agreement constitutes full and complete understanding between the parties and terms of these presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Contract Agreement. Any modifications of the Contract Agreement shall be effected only by written instruments signed by the authorized representatives of both the parties.

3.6 Time is the essence of the Contract and it shall be strictly adhered to.

4.0 The total contract price for the entire scope of this contract as detailed in Purchase order is(Rupees.....)

5.0 Terms of Payment is governed by Terms & Conditions of PO.

6.0 NO WAIVER OF RIGHTS:

6.1 Neither the inspection by the Owner or the Engineer-in-Charge or any of the officials, employees or agents nor any order by the Owner or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the works by the Owner or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as Waiver of any provisions of the contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

7.0 SETTLEMENT OF DISPUTES

It is specifically agreed by and between the parties that all the differences or disputes arising out of the Contract or touching the subject matter of the Contract shall be decided by process of Settlement of disputes as specified in Clause 8 of the General Conditions of the Contract as amended and the provisions of the Arbitration & Conciliation Act, 1996 shall apply and Chennai Courts alone shall have exclusive jurisdiction in all matters arising under this Contract.

7.1 Governing Laws

The laws applicable to this contract shall be the laws in force in India.

7.2 Notice of Default

Notice of default given by either party to the other party under the Contract shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgement or by telex or by registered mail with acknowledgement due addressed to the signatories at the addresses mentioned herein above

IN WITNESS WHEREOF, the parties through their duly authorized representatives have executed these presents (execution thereof has been approved by the competent authorities of both the parties) on the day, month and year first above mentioned at Chennai.

FOR AND ON BEHALF OF

FOR AND BEHALF OF NTECL

M/S.....

(Contractor's Signature)

(Name)

(Designation)

(Company's Stamp)

Witnesses:

1. _____
(Signature)

(Name)

(Owner's Signature)

(Name)

(Designation)

(Company's Stamp)

1. _____
(Signature)

(Name)

ANNEXURE- E

BID FORM

Date :

NIT/IFB/ Tender Enquiry No.

Name of Contract Package:

To
NTPC Tamilnadu Energy Company Ltd.,
Vallur Thermal Power Project, VellivoyalChavadi Post,
Ponneri Taluk, Thiruvallur District, Chennai - 600103, Tamil Nadu

Dear Sir,

- 1.0 Having examined the Bidding Documents including subsequent amendments and clarifications, the receipt of which is hereby acknowledged, we the undersigned, submit our bid for the Works under the above-named Contract Package, in full conformity with the said Bidding Documents.
- 2.0 We have understood the instructions and the terms and conditions mentioned in the bidding documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required
- 3.0 We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents.
- 4.0 We declare that the work will be executed strictly in accordance with the requirement.
- 5.0 Our proposal shall remain valid for acceptance for a period of 180 days from the date of opening of the "Technical & Commercial Proposal" by NTECL.
- 6.0 We hereby furnish our „Bid“ comprising the following as per prescribed formats
 - i. Attachment 1 : Bid Security (RTGS/NEFT no. dated
For Rs..... Issued by)
 - ii. Attachment 2: Authority to Sign the bid
 - iii. Attachment 3: Bidder's Qualifications
 - iv. Attachment 4: Subcontractors proposed by the bidder (if permitted)
 - v. Attachment 5: Equipment/Machinery deployment schedule
 - vi. Attachment 6: Not Applicable
 - vii. Attachment 7: Electronic Fund Transfer (EFT) Authorization Form
 - viii. Attachment 8: Details of PF, ESI, PAN and GSTIN Registration
 - ix. Attachment 9 : Not Applicable
 - x. Attachment 10 : Technical details & data sheets, drawings, compliance to scope of work etc. if applicable
 - xi. Attachment 11: Vendor data
 - xii. Technical Specifications/Documents if any

xiii. Bill of Quantity (BOQ) duly filled in

- 8.1 We are aware that the Bill of Quantity (BOQ) does not generally give a full description of the work to be performed under each item and we shall be deemed to have read the Technical Specifications, Drawings and other Sections of the Bidding Documents to ascertain the full scope of work included in each item while filling in the rates and amount/prices. We agree that the entered rates and amount/prices shall be deemed to include the full scope as aforesaid, including overheads and profit.
- 8.2 We declare that as specified in the GCC, prices quoted by us in the Bill of Quantity (BOQ) are FIRM.
- 8.3 We understand that in the BOQ, where there are differences between the rates given by the contractor in words and figures, the same shall be adjusted in accordance with provisions at ITB clause 23.1.3.4.
- 8.4 We declare that prices left blank in the BOQ will be deemed to have been included in the prices of other items. The total for each Schedule/part thereof and the Final grand total shall be deemed to be the total price for executing the subject package in complete accordance with the Contract, whether or not each individual item has been priced.
- 8.5 We confirm that our Bid Prices include all taxes, duties, levies and charges as may be assessed on us, our Sub-Contractor/Sub-Vendor and those imposed on our equipment, materials, supplies and services to be used in the performance of the Contract or furnished under the Contract and also inclusive of all taxes, levies, royalty fees etc. except GST as per GCC clause 22.0
- 9.0 We hereby agree that we shall furnish all necessary justification to establish the reasonableness of the rates/prices, if required by you.
- 10.0 We undertake, if our bid is accepted, to commence work under the subject package immediately on issue of your Letter of Award/ Service Purchase Order and to complete it within the time specified in the SCC.
- 11.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, and that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

12.0 Declaration for Local Content:

*12.1 In order to avail **purchase preference**, we confirm that we are a '**Class-I local supplier**' as per details given below:

Sl. No.	Description of Goods & Services	Details of the location(s) at which the local value addition is made

12.2 We confirm that we are a Class-I local supplier for Item(s) mentioned at clause no. 41 of GTR in Technical Specifications, as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.

12.3 We undertake that a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) certifying the percentage of local content shall be submitted by us prior to submission of our last bill for payment.##

This para is applicable in packages with estimated value (excluding taxes & duties) exceeding INR 10 Crores

12.4 Further, we hereby confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP).

12.5 We agree to furnish any information as a proof of the above to your satisfaction as and when required.

Note :

1) Continuation sheets of like size and format, may be used as per Bidder's requirement and shall be annexed to this Attachment.

2) In case a Bidder has been banned/debarred by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPPMII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para 2.0 above and declaring the details of banning using additional sheets which shall be annexed to this Attachment.

13.0 We have read the ITB clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on subcontracting to contractors from such countries. We certify that we / our Collaborator / JV Partner / Consortium member / Assignee are / is not from such a country or, if from such a country, have/has been registered with the Competent Authority and we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

*Further, we certify that we do not have any TOT arrangement requiring registration with the competent authority.

Or

*Further, we certify that we have valid registration with the competent authority to participate in this procurement.

We hereby certify that we fulfill all requirements in this regard and are eligible to be considered.

***We further confirm that evidence of valid registration by the Competent Authority for us / our Collaborator / JV Partner / Consortium member / Assignee, as applicable, is enclosed as Annexure...**....**

*** Bidder to strike-off, whichever is not applicable.**

**** Bidder to mention the Annexure no.**

14.0 We have read the provisions of bidding documents and confirm we have not taken any deviation to the provisions of the bidding documents. We confirm that any deviation/ variation / additional conditions to the provisions of Bidding Documents read in conjunction with its Amendment(s)/Clarification(s)/Addenda/ Errata found anywhere in our Techno-Commercial Bid and Price Bid, implicit or explicit, save those pertaining to rebates offered, stands unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the Bid Security be forfeited.

Thanking you
Yours faithfully,

Date:

(Signature).....

Place:

(Name).....

(Designation).....

(Common Seal).....

ANNEXURE- F

CERTIFICATE OF COMPLIANCE ON QUALIFYING REQUIREMENT

To
NTECL
Vallur Thermal Power Station

Dear Sir,

With reference to our Bid proposal for the tender we hereby confirm that the number of reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements quoted by us in Annexure -A in the bid, for establishing compliance to the specified Qualifying Requirements (QR) are not more than the number specified in the bid document.

We confirm that the reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements declared more than the number specified in the bid document shall not be considered for evaluation/establishing compliance to Qualifying Requirements (QR).

We further confirm that no change or substitution in respect of reference Work Orders/Purchase Orders/Letter of Awards/Contract Agreements as declared in our bid by new/additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements for meeting the specific Qualifying Requirement (QR) shall be offered by us.

Signature

Name & Designation

Name of the Company.....

(Seal of Company).....

ANNEXURE- G

Proforma of Certificate from the CEO/CFO Of the company in accordance with Financial requirement criteria in cases where audited results for the last financial year as on the date of Techno-commercial bid opening are not available

(To be submitted by Bidder along with the Techno-commercial Bid with QR Documents

Ref :

Date :

To
Contract Services
NTECL
Chennai-600103.

Dear Sir,

1.0 I, Mr./Ms.(*CEO of the Company/*CFO of the Company), confirm and undertake that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

2.0 Accordingly, the company is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s (Name of the Bidder) for the..... (Name of the package) under NIT reference No. Dated

Yours faithfully,

Signature

Name & Designation

Name of the Company.....

(Seal of Company).....

Note : *Strike off whichever is not applicable.

Annexure-H

Form of Insurance Surety Bond towards Bid Security
 (To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.

Date.....

To

[Employer's Name and Address]

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No.....,
 M/s.....*[Bidder's Name]*..... having its Registered/Head Office at
 (hereinafter called the 'Bidder') wish to participate in the said
 bid for *[Name of Package]*

As an irrevocable Insurance Surety Bond against Bid Security for an amount of
 (*)

..... valid for..... days from
(**)..... required to be submitted by the Bidder
 as a condition precedent for participation in the said bid which amount is liable to be forfeited on the
 happening of any contingencies as mentioned under the Bidding Documents.

We, the *[Name & address of the Insurer]*
having our Head Office at (#)
 guarantee and undertake to pay immediately on demand by NTECL
 *(hereinafter called the 'Employer')* the amount of
(*).....without any reservation, protest, demand and
 recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective
 of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms
 thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid upto
(@)..... If any further extension of this Insurance Surety Bond is required, the
 same shall be extended to such required period (not exceeding one year) on receiving instructions
 from M/s *[Bidder's Name]*..... on whose behalf this
 Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on
 this.....day of.....20.....at.....

.....
 (Signature)

.....
(Name)

.....
(Designation with Insurer Stamp)

Authorised Vide
Power of Attorney No.....

Date.....

- NOTE :
1. (*) The amount shall be as specified in the Bid Data Sheets.
(**) This shall be the date of opening of Techno-Commercial bids.
(#) Complete mailing address of the Head Office of the Insurer to be given.
(@) This date shall be forty five (45) days after the last date for which the bid is valid.
 2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
 3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
 4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
 5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

Annexure-I**Form of Bank Guarantee towards Performance Security**

To,
[Employer's Name & Address]

Dear Sirs,

Bank Guarantee No.....

Date.....

In consideration of the [Employer's Name] (hereinafter referred to as

the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s [Contractor's

Name]..... with its Registered /Head Office at..... (hereinafter referred to as

the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated. and the same having been unequivocally accepted by the contractor,

resulting into a Contract bearing No..... dated valued at for a
and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*).....% (percent) of the said value of the Contract to the Employer.

We[Name & Address of the Bank].....having its Head Office at(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of(*)..... as aforesaid at any time up to(@).....

[days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and

the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to(*)..... and it shall remain in force upto and including(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s[Contractor's Name] on whose behalf this guarantee has been given.

Dated this day of 20..... at.....

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Authorised Vide Power of
Attorney No.....

Date.....

- Notes :**
1. (*) This sum shall be three percent (03%) of the Contract Price.
 - (@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.
 2. The Bank Guarantee shall be from a Bank as per provisions of the Bidding Documents.
 3. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in State where the BG is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.
 4. While getting the Bank Guarantee issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Bank Guarantee.

Annexure-J

**Form of Bank Guarantee towards Performance Security
(To be stamped in accordance with Stamp Act of India)
(In case of Contract awarded to Joint Venture)**

To,
[Employer's Name & Address]

Dear Sirs,

Insurance Surety Bond No.

Date.....

In consideration of the [Employer's Name]..... (hereinafter referred to as the

'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to a Joint Venture consisting of M/s

[1st Partner's

Name]..... with its Registered /Head Office at and M/s....

[2nd

Partner's Name]..... with its Registered /Head Office at (hereinafter referred

to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated. and the same having been unequivocally accepted by the contractor, resulting into

a Contract bearing No..... dated valued at for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*).....% (percent) of the said value of the Contract to the Employer.

We[Name & Address of the Insurer].....having its Head Office at

.....(hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of(*)..... as aforesaid at any time upto(@).....

[days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to

.....(*)..... and it shall remain in force upto and including

.....(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by Joint Venture consisting of M/s..... [1st Partner's Name]..... and M/s..... [2nd Partner's Name]..... with its Registered

/Head Office at.....on whose behalf this guarantee has been given.

Dated this day of 20..... at.....

WITNESS :

1. (Signature) (Signature)

..... (Name) (Name)

..... (Official Address) (Designation with Insurer Stamp)

Authorised Vide Power of
Attorney No.....
Date.....

2.

.....
.....
(Signature)

.....
.....

(Name)

.....

.....
(Official Address)

- Notes :**
1. (*) This sum shall be three percent (03%) of the Contract Price.

(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.
 2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
 3. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
 4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of

appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the guarantee.
 5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form 16-Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form 16 and enclose the same with the Insurance Surety Bond.

Annexure-K**Form of Insurance Surety Bond towards Performance Security**

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.

Date.....

To,

[Employer's Name & Address]

Dear Sirs,

In consideration of the *[Employer's Name]*..... (Hereinafter referred to as the

'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s..... *[Contractor's Name]* with

its Registered /Head Office at (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated..... and the same

having been unequivocally accepted by the contractor, resulting into a Contract bearing No. dated

....., valued at for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*) %

(..... percent) of the said value of the Contract to the Employer.

We*[Name & Address of the Insurer]*.....having its Head Office at

.....(hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor to the extent of(*)..... as aforesaid at any time up to(@).....

[days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to

.....(*)..... and it shall remain in force upto and including

.....(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s[Contractor's Name]..... on whose behalf this Insurance Surety Bond has been given.

Dated this day of 20..... at.....

WITNESS :

1. (Signature) (Signature)

..... (Name) (Name)

..... (Official Address) (Designation with Insurer Stamp)

Authorised Vide Power of Attorney No.....

Date.....

2.

.....

(Signature)

.....

(Name)

.....

(Official Address)

Notes : 1. (*) This sum shall be three percent (03%) of the Contract Price.

(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
3. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.

Annexure-L**Form of Insurance Surety Bond towards Performance Security**
(To be stamped in accordance with Stamp Act of India)

(In case of Contract awarded to Joint Venture)

To,
[Employer's Name & Address]

Dear Sirs,

Insurance Surety Bond No.
Date.....

In consideration of the [Employer's Name](hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to a Joint Venture consisting of M/s [1st Partner's Name]..... with its Registered /Head Office at and M/s [2nd Partner's Name]..... with its Registered /Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated. and the same having been unequivocally accepted by the contractor, resulting into a Contract bearing No..... dated valued at for and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*).....% (percent) of the said value of the Contract to the Employer.

We[Name & Address of the Insurer].....having its Head Office at(hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the Contractor to the extent of(*)..... as aforesaid at any time upto(@).....

[days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurer shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract,

without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the time for performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same. The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to

.....(*)..... and it shall remain in force upto and including

.....(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by Joint Venture consisting of M/s..... [*1st Partner's Name*]..... and M/s..... [*2nd Partner's Name*]..... with its Registered

/Head Office at..... on whose behalf this Insurance Surety Bond has been given.

Dated this day of 20..... at.....

WITNESS :

1.
(Signature)	(Signature)
.....
(Name)	(Name)
.....
(Official Address)	(Designation with Insurer Stamp)

Authorised Vide Power of
Attorney No.....

Date.....

2.
(Signature)

.....
(Name)

.....
(Official Address)

Notes : 1. (*) This sum shall be three percent (03%) of the Contract Price.

(@) This date will be ninety (90) days beyond the Defect liability period as specified in the Contract.

6. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
7. The Employer shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
8. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
9. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form-Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form ... and enclose the same with the Insurance Surety Bond.

Annexure-M

**PROFORMA FOR INSURANCE SURETY
BOND TO BE FURNISHED BY THE EXECUTANT
OF DEED JOINT UNDERTAKING OTHER THAN
CONTRACTOR**

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.

Date.....

To,

[Employer's Name & Address]

Dear Sirs,

In consideration of*[Employer's Name]* (hereinafter referred to

as the 'Employer', which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded towith its Registered Head

Office at..... (herein-after referred to as.....or "Contractor") a

Contract for Package for its (Name of Project)

..... vide Contract No. dated and the same having been unequivocally accepted by the Contractor resulting in a "Contract", which award is on the strength of Deed of Joint Undertaking dated (hereinafter referred to as "Undertaking") given by M/s..... (Contractor) and by M/s.....

(Associate / Collaborator)..... having its registered office at (hereinafter called Associate /

Collaborator), and the Contractor having further executed with M/s..... (Associate / Collaborator) a Sub-Contract dated and the same having been unequivocally accepted by the Associate / Collaborator resulting in a Sub-Contract Agreement valued at.....for (hereinafter called "Sub-Contract Agreement") and Associate / Collaborator

having agreed to provide an Insurance Surety Bond amounting to to the Employer on the terms and conditions specified in the "Undertaking".

We*[Name & Address of the Insurer]*.....having its Head Office at

.....(hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all amount payable by the

Contractor to the extent of(*)..... as aforesaid at any time upto(@).....

[days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any references to Associate / Collaborator or "Contractor". Any such demand made by the Employer on the Insurers shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the time for performance of the Contract or the Sub- Contract Agreement by the Associate / Collaborator for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurers shall at no point in time have an option of revoking the same,

The Employer shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Associate

/ Collaborator and to exercise the same at any time, in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract or Undertaking or any other course or remedy or security available to the Employer. The Insurer shall not be released of its obligations under these presents by any exercise of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurer from its obligations.

The Insurer also agrees that the Employer at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as Surety, in the first instance without proceeding against Contractor or Associate / Collaborator and notwithstanding any security or other guarantee that the Employer may have in relation to Contractor's or Associate / Collaborator liabilities.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to

..... and, it shall remain in force upto and including @ and

shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s

..... (Associate / Collaborator) on whose behalf this Insurance Surety Bond has been

given. Date this day of 20 at

WITNESS :

1. (Signature) (Signature)

..... (Name) (Name)

..... (Official Address) Insurer Stamp) (Designation with
Authorised Vide Power of Attorney No.....		
Date.....		
2.		
..... (Signature)		
..... (Name)		
..... (Official Address)		

Notes : 1. (@)The date shall be as specified in the corresponding format for the Deed of Joint Undertaking enclosed in the Section 'Forms and Procedures'.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

3. The Employer shall be the Creditor, the Associate / Collaborator shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond .

Annexure-N**FORM OF EXTENSION OF BANK GUARANTEE/ INSURANCE SURETY BOND**

Ref. No.:

Date:

@ _____

Dear Sirs,

Subject : Extension of Bank Guarantee/Insurance Surety Bond No. _____ dated _____ for
[indicate
 value of Bank Guarantee/Insurance Surety Bond].....favouring yourselves expiring
 on on account of M/s..... (Name of Bidder) in respect of Contract for
 (Insert Package name)_____ (Insert Project Name)_____ project,
 Contract No. _____ dated _____
 (hereinafter called original Bank Guarantee/Insurance Surety Bond)At

the request of M/s _____ we _____ Bank branch
 office at _____ and having its Head office at _____ do hereby extend our
 _____ liability under the above mentioned guarantee No. _____
 _____ dated for a further period of _____ year/months from
 _____ to expire on _____.

Except as provided above, all other terms and conditions of original Bank
 Guarantee/Insurance Surety Bond No. _____ dated _____ shall remain unaltered and
 binding.

Please treat this as an integral part of the original guarantee to which it would be deemed to have
 been attached.

.....
 (Signature)

.....
 (Name)

.....
 (Designation with Bank Stamp)
 Dated _____

Authorised vide

Power of Attorney No. Date

SEAL OF BANK/INSURANCE COMPANY

Note:

1. @ The extension of the Bank Guarantee/Insurance Surety Bond should be forwarded to the Unit/ Project/Corporate Centre, from where the extension has been sought.
2. The extension of BG/Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG/Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.

Annexure-O**CHECKLIST**

Sl. No.	Details of checks	YES / NO
1	Is the BG/INSURANCE SURETY BOND on non-judicial stamp paper/e-stamp paper of appropriate value, as per Stamp Act?	
2	Whether date, purpose of purchase and name of the purchaser are indicated on the stamp paper? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG/INSURANCE SURETY BOND and the stamp paper should be purchased either in the name of the executing Bank/Insurance Company or the party on whose behalf the BG/INSURANCE SURETY BOND has been issued. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor.)	
3	In case of BG/INSURANCE SURETY BONDS from Bank/Insurance Company abroad, has the BG/INSURANCE SURETY BOND been executed on Letter Head of the Bank/Insurance Company?	
4	Has the executing Officer of BG/INSURANCE SURETY BOND indicated his name, designation and Power of Attorney No./ Signing Power no. etc., on the BG/INSURANCE SURETY BOND?	
5	Is each page of BG/INSURANCE SURETY BOND duly signed /initialed by executant and whether stamp of Bank/Insurance Company is affixed thereon? Whether the last page is signed with full particulars under seal of Bank/Insurance Company as required in the prescribed proforma?	
6	Does the Bank Guarantee/Insurance Surety Bond compare verbatim with the Proforma prescribed in the Bid Documents?	
7	Are the factual details such as Bidding Document No./Specification No., Amount of BG/INSURANCE SURETY BOND and Validity of BG/INSURANCE SURETY BOND correctly mentioned in the BG/INSURANCE SURETY BOND?	
8	Whether overwriting/cutting if any on the BG/INSURANCE SURETY BOND have been properly authenticated under signature & seal of executant?	
9	Whether the BG/INSURANCE SURETY BOND has been issued by a Bank/Insurance Company in line with the provisions of Bidding documents?	
10	In case BG/INSURANCE SURETY BOND has been issued by a Bank/Insurance Company other than those specified in Bidding Document, is the BG/INSURANCE SURETY BOND confirmed by a Bank/Insurance Company in India acceptable as per Bidding documents?	

FORM OF ACCEPTANCE OF GCC FOR CIVIL

To,

NTPC TamilNadu Energy Company Limited,
Chennai

Sub.: Tender for “-----”

As advised in your tender document, we have read the contents of the GCC as enclosed in the Tender Documents and undertake that we along with our associates/collaborators/ sub-contractors /sub-vendors /consultants/ service providers shall strictly abide by the GCC.

Yours faithfully,

Date :

Place

Signature :

Name :

Designation :

Company Seal :

ANNEXURE- Q

PROFORMA OF CONTRACTCLOSING CERTIFICATES

PROFORMA OF CERTIFICATE OF FINAL AMENDMENT TO THE CONTRACT

(To BE ISSUED BY C&M)

CERTIFICATE NO. CCP - 01

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/CO N T R A C T N O
. :**

NAME OF CONTRACTOR

DATED:

This is to certify that amendments have been issued to the aforesaid contract as per the details mentioned below:

	Amendment No.	Date
1.		
2.		
3.		
4.		
5.		

This is to certify further that Amendment No.----- dated is the last amendment issued.

Signature

Date

Name... ..

Place.....

Designation

PROFORMA FOR DRAWING RECEIPT CERTIFICATE (TO
BE ISSUED BY ENGINEERING)

CERTIFICATE NO.CCP- 02

NAME OF PACKAGE: **LETTER OF AWARD/
NOA/CONTRACT NO. :**

NAME OF CONTRACTOR **DATED:**

Project:

This is to certify that we have received all the drawings which were to be submitted by the Contractor in requisite number along with the re producibles as detailed in Annexure enclosed herewith, as per provisions stipulated in the above mentioned LOA/Contract.

Signature

Date

Name... ..

Place.....

Designation

**PROFORMA FOR QA DOCUMENTS RECEIPT CERTIFICATE (TO
BE ISSUED BY CQA&I)**

CERTIFICATE NO. CCP-03

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/CONTRACT NO.:**

NAME OF CONTRACTOR:

DATED:

Project:

This is to certify that the QA documents as per the list enclosed, in respect of the above mentioned LOA/ Contract has been received in line with the provisions of the Contract.

Signature

Date

Name.....

Place.....

Designation

**PROFORMA FOR O&M MANUAL RECEIPT CERTIFICATE (TO
BE ISSUED BY ENGINEERING)**

CERTIFICATE NO. CCP - 04

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/CONTRACT NO. :**

NAME OF CONTRACTOR:

DATED:

Project :

This is to certify that we have received from the contractor all the necessary O&M Manuals in requisite number including the list of spare parts along with the names of vendors in respect of the above LOA/contract. The consolidated list of such manuals received is enclosed along with the distribution as marked on the list.

Signature

Date.....

Name... ..

Place.....

Designation.....

PROFORM FOR SCOPE COMPLETION CERTIFICATE (TO
BE ISSUED BY SITE ERECTION)

CERTIFICATE NO. CCP- 05

NAME OF PACKAGE: **LETTER OF AWARD/
NOA/CONTRACT NO.:**

NAME OF CONTRACTOR: **DATED:**

Project :

1. This is to certify that the scope of the above Contract has been completed in line with the contract read in conjunction with the following documents:
- 1. Final Amendment No. _____ (As per CCP -01)
 - 2. Approved drawings including site run piping schemes, if any.
 - 3. Approved Bill of Materials
 - 4. Material Dispatch Clearance Certificate (s)
 - 5. Measurement Book
 - 6. As Built Drawings
 - 7. Any other documents (specify)
2. It is further certified that the following have been supplied, as per the details given in the Contract Documents and the same have been taken over by NTPC.
- 1. Mandatory Spares
 - 2. Recommended Spares
 - 3. Special Tools & Tackles

Signature

Date

Name... ..

Place... ..

Designation

PROFORMA FOR LIQUIDATED DAMAGES FOR DELAY CERTIFICATE

(TO BE ISSUED BY SITE ERECTION/ REGIONAL OFFICE/ CORPORATE CONTRACTSERVICES)

CERTIFICATE NO. CCP- 06

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/CONTRACT NO. :**

NAME OF CONTRACTOR:

DATED:

Project:

This is to certify that the issue regarding liquidated damages for delay as per the provisions of clause _____ of the above contract/ LOA has been resolved with the approval of the Competent authority vide reference _____ (copy enclosed).

Signature

Date

Name... ..

Place... ..

Designation

Note: In respect of cases where LD for delay is settled by Corporate Contract Services (CS), this certificate will be issued by CS and where LD for delay is settled by the Site / Region, the same will be issued by the concerned Site/Regional Offices.

PROFORMA OF SHORTFALL IN EQUIPMENT PERFORMANCE CERTIFICATE

**(TO BE ISSUED BY OS/SITE, AS APPLICABLE, FOR SITE PERFORMANCE
TESTAND BY CQA&I FOR SHOP TEST)**

CERTIFICATE NO. CCP - 07

NAME OF PACKAGE: **LETTER OF AWARD/
NOA/CONTRACT NO. :**

NAME OF CONTRACTOR: **DATED:**

PROJECT:

This is to certify that the following shortfall in equipment performance as compared to the guaranteed parameters have been assessed and agreed to with the contractor in respect of the above mentioned LOA/ Contract.

S.N o	Guaranteed Parameter	Guarante ed	Assessed Value	Shortfall, if	liquidated damages
1	2	3	4	5	6

Further, it is also confirmed that liquidated damages for shortfall in equipment performance in respect of above Items, have been recovered fully from the contractor and no other dues are outstanding for shortfall in equipment performance.

Date

Place.....

Signature

Name... ..

Designation

To be counter signed by Site Accounts.

Date.....

Place.....

Signature

Name... ..

Designation

**PROFORMA OF "MATERIAL RECONCILIATION" CERTIFICATE (TO BE
ISSUED BY SITE ERECTION AND COUNTERSIGNED BY SITE
MATERIALS MANAGEMENT)**

CERTIFICATE NO. CCP- 08

NAME OF PACKAGE:	LETTER OF AWARD/ NOA/CONTRACT NO. :
NAME OF CONTRACTOR:	DATED:
PROJECT:	

This is to certify that the materials issued to the contractor in respect of the above mentioned LOA/Contract have been reconciled with the stipulations under the contract documents and no other recovery of material is pending with the contractor.

Signature

Date

Name... ..

Place.....

Designation

To be counter signed by materials management

Signature

Date

Name... ..

Place.....

Designation... ..

PROPORMA OF "PAYMENT RECONCILIATION" CERTIFICATE
(TO BE ISSUED BY SITE ACCOUNTS IN CASE OF INDIAN CONTRACTORS)

CERTIFICATE NO. CCP - 09

NAME OF PACKAGE: **LETTER OF AWARD/
NOA/CONTRACT NO. :**

NAME OF CONTRACTOR: **DATED:**

PROJECT:

This is to certify that all the payments released to the contractor in respect of the above mentioned LOA/Contract have been reconciled with the provisions of the contract documents and statement of Accounts and or other Certificates of Contractor. It is observed that there are no recoveries pending under any of the items listed overleaf.

Signature

Date.....

Name.....

Place.....

Designation.....

Enclosure to CCP-09

The list of recoveries and claims as advised by site Erection Department should include all recoveries and claims on any account whatsoever, including the following:

1. Liquidated damages for delay.
2. Liquidated damages for shortfall in Performance as observed during shop-testing (by inspection deptt.)
3. Liquidated damages for shortfall in performance as observed during performance guarantee tests conducted at site and other site tests.
4. All recoveries /claims on account of variations/deviations to scope of contract permitted or otherwise taken place during execution of the contract as listed in certificate No. CCP.05 for contract closing (Certificate by site Erection for contract closing).
5. Recoveries on account of reconciliation of payments made under the contract.
6. All the claims against the contractor regarding clearance of materials from site and vacation of the premises allotted for site office, stores.
7. All claims in respect of Training/Transportation/Accommodation/Services provided by site in respect of above LOA/Contract.
8. Recoveries on account of settlement of insurance claims
9. Recoveries on account of reconciliation of materials issued to the Contractor.
10. All recoveries on account of demurrage, transportation, insurance premiums etc. and other recoveries as informed by T&CC group on account of port clearance, transportation etc.
11. All recoveries on account of wastage and scrap.
12. All recoveries/claims (if any) on account of maintenance of equipments.
13. All recoveries/claims (if any) on account of price variation.
14. All recoveries/claims (if any) on account of statutory dues paid on behalf of the Contractor by NTPC.
15. Royalty charges.
16. All recoveries/ claims (if any) on account of hiring out of NTPC's plant and equipment.
17. All recoveries/claims (if any) on account of water and electricity charges (if applicable).
18. Any other recoveries/claims against specific instructions.

PROFORMA OF RECONCILIATION CERTIFICATE
FOR PAYMENTS BY SITE

**(TO BE ISSUED BY SITE ACCOUNTS/ REGIONAL OFFICE ACCOUNTS IN CASE OF
FOREIGN CONTRACTORS)**

CERTIFICATE CCP- 09A

NAME OF PACKAGE: **LETTER OF AWARD/
NOA/CONTRACT NO.:**

NAME OF CONTRACTOR: **DATED:**

PROJECT /REGIONAL OFFICE:

This is to certify that,

- 1) All the payments against the above mentioned LOA/ Contract have been reconciled with the provisions of the Contract Documents and Statement of Accounts and/ or other certificates of the Contractor.
- 2) No recoveries are pending from the Contractor under any of the items advised by SiteErection Department as listed overleaf.

Signature

Date

Name... ..

Place.....

Designation

Enclosure to CCP - 09A

The list of recoveries and claims as advised by Site Erection Department should include all recoveries and claims on any account whatsoever including the following:

1. All the claims against the Contractor regarding clearance of material from site and vacation of premises allotted for site office, stores.
2. All claims in respect of Training/ Transportation/ Accommodation/ Services provided by Site in respect of the above mentioned LOA/ Contract.
3. Recoveries on account of settlement of insurance claims.
4. Recoveries on account of reconciliation of materials issued to the Contractor.
5. All recoveries on account of wastage and scrap.
6. All recoveries/ claims (if any) on account of statutory dues paid on behalf of the Contractor by NTPC.
7. All recoveries / Claims (if any) on account of hiring out of NTPC's plant and equipment.
8. All recoveries / claims (if any) on account of water and electricity charges (if applicable)
9. Any other recoveries/ claims against specific instructions.

PROFORMA OF RECONCILIATION
CERTIFICATEFOR PAYMENTS BY
CORPORATE FINANCE

**[TO BE ISSUED BY CORPORATE FINANCE (I.F. DEPTT.) FOR
LOA/CONTRACT ON FOREIGNCONTRACTOR]**

CERTIFICATE CCP- 09B

NAME OF PACKAGE: **LETTER OF AWARD/
NONCONTRACT NO. :**

NAME OF CONTRACTOR: **DATED:**

PROJECT:

This is to certify that,

- 1) All the payments against the above mentioned LOA/ Contract released to the Contractor from Corporate Finance (I.F. Deptt.) have been reconciled with the provisions of the Contract Documents and Statement of Accounts and/or other certificates of the Contractor.
- 2) No recoveries are pending from the Contractor under any of the items advised by SiteErection Department as listed overleaf.

Signature

Date

Name... ..

Place.....

Designation

Enclosure to CCP- 09B

The list of recoveries and claims as advised by Site Erection Department should include all recoveries and claims on any account whatsoever, including the following:

1. Liquidated damages for delay.
2. Liquidated damages for shortfall in performance as observed during shop-testing (by Inspection Deptt.)
3. Liquidated damages for shortfall in performance as observed during performance guarantee tests conducted at site and other site tests.
4. All recoveries/claims on account of variation / deviations to scope of contract permitted or otherwise taken place during execution of the Contract as listed in certificate No. CCP-05 for contract closing (certificate by Site Erection for Contract Closing)
5. Recoveries on account of reconciliation of payments made under the contract.
6. Reconciliation on account of settlement of insurance claims.
7. All recoveries / claims (if any) on account of price variation.
8. Royalty charges
9. Any other recoveries/ claims against specific instructions.

PROFORMA OF "CUSTOMS RECONCILIATION" CERTIFICATE
[TO BE ISSUED BY ACCOUNTS DEPTT. OF T&CC OFFICE FOR LOA/CONTRACT ON
FOREIGN CONTRACTOR]

CERTIFICATE NO-CCP09C

NAME OF PACKAGE:

**LETTER OF AWARD/
NOA/CONTRACT NO. :**

NAME OF CONTRACTOR:

DATED:

PROJECT/ REGION:

This is to certify that:

- 1) All the payments released by this**..... T&CC Office in respect of the above mentioned LOA/ Contract have been debited to the Project/ Region as per details (***) enclosed for reconciliation/ settlement/ recovery by them. -
- 2) All the payments released towards the payment of Customs Duty have been completely reconciled with the Customs Authorities by the Contractor. No amount is due to the Customs Authorities and no recoveries are pending from the Contractor under any of the items noticed.

(This is applicable for vendor clearance)

- 3) All documents required from the Contractor for reconciliation of the Customs Duty Payment with the Customs Authorities have since been received and those are in order. No recoveries are pending from the Contractor under any of the items noticed.

(This is applicable where the clearance is done by NTPC)

Signature

Date

Name... ..

Place.....

Designation

** *Name of T&CC Office from where payments have been released*

*** *The details will include amount, date when paid, reasons for payment and when debit was given to the concerned Project/Region together with reference thereof, if any.*

Note : Strike out whichever is not applicable and initial.

**PROFORMA OF CERTIFICATE REGARDING LABOUR PAYMENTS AND
STATUTORY REQUIREMENTS TO BE FURNISHED BY CONTRACTOR.**

(TO BE ISSUED BY THE CONTRACTOR)

CERTIFICATE NO. CCP - 10

NAME OF PACKAGE: **LETTEROF AWARD/
NOA/CONTRACT NO. :**

NAME OF CONTRACTOR: **DATED:**

PROJECT:

This is to certify that we have made all labour payments including PF Liabilities in respect of the above mentioned LOA/ Contract and no other payments in this regard is pending from us.

Further we confirm that all Statutory requirements have been complied with by us and in case any default is reported against us, we shall be solely responsible for the same.

Date

Place.....

Signature
Name... ..
Designation

PROFORMA OF "NO DEMAND CERTIFICATE" BY CONTRACTOR
(TOBE ISSUED BY THE CONTRACTOR)

CERTIFICATE NO. CCP-11

NAME OF PACKAGE: **LETTER OF AWARD/
NOA/CONTRACT NO.:**

NAME OF CONTRACTOR: **DATED:**

PROJECT:

We, M/s..... (Contractor) do hereby acknowledge and confirm that we have received the full and final payment due and payable tous from NTPC Ltd. in respect of our aforesaid LOA/Contract No..... dated.....including amendment,s if any, issued by NTPC Ltd., to our entire satisfaction and we further confirm that we have no claimwhatsoever pending with NTPC Ltd. under the said Contract.

Notwithstanding any protest recorded by us in any correspondence document, measurement books, and/or final bills etc., we waive all our rights to lodge any claim or protest in future under this contract.

We are issuing this "NO DEMAND CERTIFICATE" in favour of NTPC Ltd. with full knowledge and with our free consent without any undue influence, misrepresentation, coercion etc.

Date Signature
Place... .. Name... ..

Designation

(Company CommonSeal)

(This certificate shall be accompanied by the Power of attorney of the signatory)

**PROFORMA OF CERTIFICATE FOR COMPLETION OF WARRANTY
PERIOD (TOBE ISSUED BY SITE ERECTION)**

CERTIFICATE NO. CCP-12

NAME OF PACKAGE:	LETTER OF AWARD/ NOA/CONTRACT NO.:
NAME OF CONTRACTOR:	DATED:
PROJECT:	

This is to certify that the warranty period for the above mentioned LOA/Contract has been completed in line with the provisions of the contract.

	Signature
Date	Name... ..
Place.....	Designation

PROFORMA OF "CERTIFICATE FOR RETURN OF BGs/ INDEMNITY BONDS ETC."
(TO BE ISSUED BY SITE ACCOUNTS)

CERTIFICATE NO. CCP-13

NAME OF PACKAGE:

**LETTER OF
AWARD/NOA/
CONTRACT NO.:**

NAME OF CONTRACTOR:

DATED:

PROJECT:

This is to certify that all the *Bank Guarantee/ Indemnity bonds/ Insurance policies/ Collaborator’s or Associate's Guarantee received for the above mentioned LOA/ Contract have been returned in original to the contractor.

Signature

Date

Name... ..

Place... ..

Designation

****Delete whichever is not applicable***

Annexure R**PROFORMA OF BANK GUARANTEE FOR LUMP SUM ADVANCE**

To,

NTECL

.....

In consideration of the NTECL, _____ having its registered office at NTPC Bhawan, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi-110 033 (hereinafter called "the Employer" which expression shall unless repugnant to the subject or context include its successors and assigns) having agreed under the terms and conditions of the Award Letter No. _____ dated _____ issued by the Employer which have been unequivocally accepted by _____* _____ in connection with the work of " _____ " Purchase order No. _____ (hereinafter called "the said Contract") to make at the request of the Contractor a lumpsum advance of Rs. _____/- (Rupees _____ only) for utilizing it for the purpose of the Contract on his furnishing a guarantee acceptable to the Employer.

We, _____ incorporated under _____

Bank and having one of our branches at _____ (hereinafter referred to as "the said Bank") do hereby guarantee the due recovery by the Employer of this said advance with interest thereon as provided according to the terms and conditions of the Contract. If the said Contractor fails to utilize the said advance for the purpose of the Contract and/or the said advance together with Interest thereon as aforesaid is not fully recovered by the Employer, We, _____ Bank hereby unconditionally and irrevocably undertake to pay to the Employer on demand and without demur to the extent of the said sum of Rs. _____/- (Rupees _____ only), any claim made by the Employer on us for the loss or damage caused to or suffered by the Employer by reason of the Employer not being able to recover in full the said sum of Rs. _____/- (Rupees _____ only) with interest as aforesaid.

We, _____ Bank further agree that the Employer shall be the sole judge of and as to whether the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and the extent of loss or damage caused to or suffered by the Employer on account of the said advance together with interest not being recovered in full and the decision of the Employer that the said Contractor has not utilized the said advance or any part thereof for the purpose of the Contract and as to the amount or amounts of loss or damage caused to or suffered by the Employer shall be final and binding on us.

2. We, the said Bank, further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and till the said advance with interest has been fully recovered and its claims satisfied or discharged and till Employer certifies that the said advance with interest has been fully recovered from the said Contractor, and accordingly shall have no claim under this Guarantee after 30 (thirty) days from the date of satisfactory completion of the said Contract (as per the mutually agreed Work schedule) i.e. upto and inclusive of _____ (date)
3. unless a notice of the claim under this Guarantee has been served on the Bank before the expiry of _____ (date) in which case the same shall be enforceable against the Bank notwithstanding the fact, that the same is enforced after the expiry of the said period.
4. The Employer shall have the fullest liberty without effecting any way the liability of the Bank under this Guarantee or Indemnity, from time to time, to vary any of the terms and conditions of the said Contract or the advance or to extend time of performance by the said Contractor or to postpone for any time and from time to time any of the powers exercise able by it against the said Contractor and either to enforce or forbear from enforcing any of the terms and conditions governing the said Contract or the advance available to the Employer and the said Bank shall not be released from its liability under these presents by any exercise by the Employer of the liberty with reference to the matters aforesaid or by reasons of time being given to the said Contractor or any other forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor or of any other matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Bank from its such liability.
5. It shall not be necessary for the Employer to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security, which the Employer may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealised.
6. We, the said Bank, lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Employer in writing and agree that any change in the Constitution of the said Contractor or the said Bank shall not discharge our liability hereunder.

If any further extension of this Guarantee is required the same shall be extended to such required periods on receiving instructions from M/s. _____

_____, on whose behalf this Guarantee is issued.

Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Rs.

_____/ - (Rupees _____ only) together with interest. Our undertaking shall commence from the date of execution and shall remain in force upto _____

Dated this _____ day of _____ 20 _____

In presence of

For and on behalf of (the Bank)

Witness:

(Signature).....

.....

(Name).....

..
(Signature)

(Designation with
Bank Seal)

.....

(Name)

Power of Attorney No.....

.....

(Official Address)

Date.....

Stamp

The above guarantee is accepted by the Employer.

For an On behalf of NTPC Limited
(_____ Super Thermal Power
Project)

NOTES :

***For Proprietary Concerns**

Shri _____ son of _____
resident of _____
carrying on business under the name and style of _____
at _____

(hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include his heirs, executors, administrators and legal representatives).

*** For Partnership Concerns**

*M/s. _____ a partnership firm with its office _____

(hereinafter called "the said Contractor" which expression shall unless the context requires otherwise include their heirs, executors, administrators and legal representatives); the names of their partners being

(i) Shri _____ S/o _____

(ii) Shri _____ S/o _____

*** For Companies**

*M/s _____ a company under the Companies Act, 1956 and having its registered office at-----

1. (*) Write the name and addresses of all the Joint Venture partners, in case the bid is submitted by a Joint Venture in terms of Qualifying Requirements.
2. The Bank Guarantee shall be from a Bank as per provisions of the bidding documents.
3. The Stamp paper of appropriate value shall be purchased in the name of guarantee issuing Bank/Bidder.
4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List in the bidding documents Bidders are required to fill up this Check List and enclose the same along with the Bank Guarantee.

EARNEST MONEY DEPOSIT

**BIDDER TO FURNISH EARNEST MONEY DEPOSIT IN LINE
WITH
NIT/TENDER ENQUIRY**

Power of Attorney to be attached by Bidder

IMPORTANT

There is no specific format for Power Of Attorney (POA); however, the POA holder is considered as a legal representative of the contractor to fulfill the contractual obligations. The POA holder shall be a regular Employee / Partner / Director only. The relation of the contractor's representative with the contractor such as regular Employee / Partner / Director etc should be clearly brought out in the Power of Attorney (POA).

Attachment -3**Details & Documents in Support of QR****NAME OF THE PACKAGE:****TENDER REFERENCE NO:**

- 1.0 We hereby confirm that the number of reference plants/works for establishing compliance to the specified Qualifying Requirement (QR) , are not more than three(03) times the Number of Orders specified in the QR(Single/Two/Three order criteria as the case may be).

We also confirm that the reference work orders declared more than three (03) times the number of plants/works shall not be considered for evaluation/establishing compliance to Qualifying Requirement (QR).

We further confirm that no change or substitution in respect of reference plant/works by new/additional plant for meeting the specified Qualifying Requirement (QR) shall be offered by us.

- 2.0 We, the bidder M/s, confirms that we are meeting the Qualifying Requirements mentioned at **Clause A & B**, Section-I of Bidding Document on our own strength/experience. We have furnished the qualification data in Attachment-3A-1 and 3A-2 in support of meeting the Qualifying Requirements.
- 2.1 We have submitted the data pertaining to Financial Qualification as per Clause **C**, Section-I of Bidding Documents in Attachment-3B.
- 3.0 **In order to meet the Qualifying Requirement **Cl.No. D & E** of Section-I, We submit as under:**

	Registration No.
PF Registration	
GST Registration	

Bidder is required to attach Copy of PF & GST Registration

We further understand and agree that any misleading or false information furnished by us may result in summarily rejection of our bid.

Note :

1.

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Common Seal).....

Details & Documents in Support of QR

NAME OF THE PACKAGE: Laying HDPE Water Supply pipeline from NTECL Plant to Township

TENDER REFERENCE NO:

In order to meet the Technical Criteria of Qualifying Requirement of NIT, We submit as under:

We the Bidder confirm that as per QR Clause No. 3.1 of Section-I of the Bidding documents, we have executed following works, in the last Seven years reckoned from the date of bid opening should;

A	<p>The bidder in the preceding seven (07) years prior to the date of techno – commercial bid opening should have executed Civil construction works (or) Civil Repair & Maintenance works (or) RCC Structures (or) Drainage Systems (or) Sewerage Systems (or) Laying of pipelines, with</p> <p>i. Single (01) order of executed value not less than ₹ 49 Lakhs (Rupees Forty Nine Lakhs)</p> <p style="text-align: center;">OR</p> <p>ii. Two (02) orders, each of executed value not less than ₹ 30 Lakhs (Rupees Thirty Lakhs)</p> <p style="text-align: center;">OR</p> <p>iii. Three (03) orders, each of executed value not less than ₹ 24 Lakhs (Rupees Twenty Four Lakhs)</p> <p>Note: Values indicated above are exclusive of taxes.</p>
---	--

Sl.No.	Brief Description of Work	Name of Client (Name and address including Email id & Phone No. of Contact Person)	LOA/Contract/Purchase Order no. and date	Award Value of LOA/Contract/Purchase Order in Rs.	Client certificate details	Value of work executed in Rs. & Period of work
1						
2						
3						
4						
5						

Strike off whichever is not applicable

Note :

1. Bidder is required to attach necessary documents like copies of work order, completion certificates, agreements, etc. in support of above.

Date :

(Signature).....

Place :

(Printed Name).....

(Designation).....

(Common Seal).....

ATTACHMENT – 3B

**(Details pertaining to Financial Qualification of the bidder as per
Item No. B of NIT)**

- (A) ***The average annual turnover (AATO) of the bidder in the preceding three (03) financial years as on the date of techno- commercial bid opening, shall not be less than ₹ 61 Lakhs (Rupees Sixty One Lakhs).***

Sl. No	Financial Year	Amount in Bidder's Currency	Amount in INR (Crore)	Exchange Rate as on seven (7) days prior to the date of Techno-Commercial bid opening
1	2024 - 2025			
2	2023 – 2024			
3	2022 - 2023			
4	Average Annual Turnover for the preceding three (3) Financial Years as on date of Techno-Commercial Bid Opening			
5	We have enclosed Audited financial statements for the last 3 financial years	Yes*/No*		
6	Since audited results for the last preceding financial year as on the date of Techno-Commercial bid opening (i.e., 2022-23) are not available, the financial results certified by a practicing Chartered Accountant is enclosed.	Yes*/No*		
7	<p>Since we are not able to submit the Certificate from practicing Chartered Accountant certifying its financial parameters for the financial year 2022-23, the audited results of three consecutive financial years preceding the last financial year may be considered for evaluating the financial parameters.</p> <p>We have attached the following in this regard:</p> <ul style="list-style-type: none"> - Certificate from the CEO/CFO as per the format APPENDIX-A to this Attachment, and - Certificate from the practicing Chartered Accountant certifying the financial parameters is not available are attached. 	Yes*/No*		

8.	<p>Since we are not able to furnish audited financial statements on stand-alone entity basis, we have enclosed the unaudited unconsolidated financial statement. We have further furnished the following documents for substantiation of out qualification.</p> <ul style="list-style-type: none">• Copies of our unaudited unconsolidated financial statements along with copies of the Audited consolidated financial statements of our Holding Company.• Certificate from the CEO/CFO of our Holding Company, as per the format enclosed at APPENDIX-B to this Attachment.	Yes*/No*
-----------	---	-----------------

* Bidder to strike off whichever is not applicable.

Appendix-1 To Attachment-3A**Undertaking from Independent Statutory Auditor**

(On letter head digitally signed by a person duly authorized to Sign on behalf of the Statutory Auditor)

Bid Ref. No:

DATE:

To,

NTECL,
Chennai-600103

Subject: Authentication of veracity of documents submitted by M/s in support of meeting the Qualifying Requirements

Ref : IFB/Tender no.

Name of the Package/ Tender:

Dear Sir,

M/s. (hereinafter called Bidder) having Registered office at..... intend to participate in above referred tender of NTECL.

We, M/s has been appointed as Statutory Auditor for the Bidder i.e. M/s (Relevant documents on our appointment attached)

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Technical Qualifying Requirement duly verified and certified by Statutory Auditor.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and / or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref. no. dated (name of Documents)
2. Doc ref. no. dated (name of Documents)
3.

All the aforesaid documents have been duly signed and stamped and/ or digitally signed by us as a certificate of authenticity.

*Further, we have examined the books of accounts, records, and other relevant documents, along with other necessary information and explanations furnished by M/s. (bidder) and hereby certify following:
.....

This certificate is issued at the request of M/s (Bidder) for the purpose of participating in tender/s.

Thanking you,

* Strike off, whichever is not applicable.

.....

Appendix-2 To Attachment-3A

Undertaking from Third Party Inspection Agency

(on letter head digitally signed by a person duly authorized to Sign on behalf of the TPIA)

Ref.:

Date:

To,

NTECL,
Chennai-600103

Dear Sir,

Subject: Authentication of veracity of documents submitted by M/s in support of meeting the Qualifying Requirements

Ref : IFB/Tender no.

Name of the Package/ Tender:

M/s. (hereinafter called Bidder) having Registered office at intend to participate in above referred tender of NTECL.

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Qualifying Requirement duly verified and certified by a specified independent Third Party Inspection Agency as per the list mentioned in the bidding documents.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and / or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref. no. dated (name of Documents)
2. Doc ref. no. dated (name of Documents)
3.

All the aforesaid documents has been digitally signed by us as a certificate of authenticity.

We further confirm that we neither have any vested interest in aforesaid tender nor have any conflict of interest in respect of above tender.

This certificate is issued at the request of M/s (Bidder) for the purpose of participating in the subject tender/s.

Thanking you,

* Strike off, whichever is not applicable.

Appendix-A to Attachment-3B

Proforma of Certificate from the CEO/CFO Of the company in accordance with Financial requirement criteria in cases where audited results for the last financial year as on the date of Techno-commercial bid opening are not available

(To be submitted by Bidder along with the Techno-commercial Bid with QR Documents

Ref :

Date :

To
Contract Services
NTECL
Chennai-600103.

Dear Sir,

- 1.0 I, Mr./Ms.(*CEO of the Company/*CFO of the Company), confirm and undertake that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.
- 2.0 Accordingly, the company is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s (Name of the Bidder) for the..... (Name of the package) under NIT reference No. Dated

Yours faithfully,

Signature

Name & Designation

Name of the Company.....

(Seal of Company).....

Note : *Strike off whichever is not applicable.

ATTACHMENT - 4

(NOT APPLICABLE)

NTECL

ATTACHMENT – 5

NIT/IFB/ Tender Enquiry No

(EQUIPMENT/ MACHINERY DEPLOYMENT SCHEDULE)

(To be uploaded in Pre-Qual/Technical Cover/Envelope)

ATTACHMENT – 6

Not Applicable

NTECL

NEFT Format

To
NTPC Tamilnadu Energy Company Ltd
Vallur Thermal Power Station
P.O. Veillivoyal Chavadi,
Ponneri Taluk
Thiruvallur Dist
Chennai 600103

Date:

Dear Sir,

Sub: E-Payment vide NEFT/RTGS

I/We request and authorize you to effect E -payment vide NEFT/RTGS mode to my/our Bank account as per the details given below:

Name of the Account holder :**Address of Account Holder** :**Email ID for communication** :**Bank Account Number**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(Please enclose a copy of cancelled cheque)

Bank Branch IFSC code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Name & address of the Bank :**Name of the Authorized Signatory** :**Contact details** :

I/We confirm that I/we will bear the charges, if any, levied by my/our bank for the credit of RTGS/NEFT amount in our account. Further, we undertake to duly inform you of any changes in the details provided above. A copy of cancelled cheque is enclosed.

Thanking you,

(Authorised Signatory)

Stamp

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a bank account no. _____ with our branch and the account details mentioned above are correct.

Bank's verification
Bank Official's Sign and Stamp

Note: Kindly enclose copy of cancelled cheque along with NEFT form.

DETAILS OF PF, ESI, PAN and GST REGN.
(To be uploaded in Pre-Qual/Technical Cover/Envelope)

To,
NTPC Tamilnadu Energy Company Ltd.,
Vallur Thermal Power Project,
Vellivoyal Chavadi Post, Ponneri Taluk,
Thiruvallur District, Chennai- 600103, Tamil Nadu

Dear Sir,

The details of our registration are as under:

(a) PF no. (If asked for in the tender)

The PF no. allotted by concerned RPFC under EPF scheme 1952 is as under:

PF Number :

Note: Copy of PF registration certificate issued by the concerned RPFC duly attested by the bidder under his seal and signature to be submitted.

(b) ESI registration number, if applicable (If asked for in the tender)

ESI Registration Number :

(c)Our ESI registration number to cover our employees under the ESI Act:

Note: Copy of ESI registration duly attested by the bidder under his seal and signature to be submitted.

(d) PAN number : Our PAN NO as under

Permanent Account Number :

Note: Copy of card indicating PAN number duly attested by the bidder under his seal and signature to be submitted.

(e) GSTIN, if applicable: Our GSTIN is

GSTIN(location.....)	
GSTIN(location.....)	
GSTIN(location.....)	

Note : Copy of registration to be enclosed.

Date :

(Signature).....

Place:

(Name).....

(Designation).....

(Company Seal)

Attachment-9

DETAILS OF DECLARATION REGARDING GST

(To be uploaded in Pre-Qual/Technical Cover/Envelope)

To,
NTPC Tamilnadu Energy Company Ltd.,
Vallur Thermal Power Project,
Vellivoyal Chavadi Post, Ponneri Taluk,
Thiruvallur District, Chennai- 600103, Tamil Nadu

Dear Sir,

A. GST Rate on Free Issue Material as per GST act.

We hereby declare that the GST rate on free issue material shall be as under:

Sl. No.	Item Description	Value (Rs.)	GST Rate
1			
2.			
3.			

B. GST applicable under RCM

We hereby declare and confirm that on following supplies, GST under RCM is applicable.

Sl. No.	Item Description	Value on which GST under RCM is applicable (Rs.)
1		
2		
3		
4		

Technical details & data sheets, drawings, compliance to scope of work etc. if applicable

VENDOR DATA

1	Name of the Organization		
2	Address		
	City		
	State		
	Pin Code		
3	Telephone No/s. (with STD code)		
4	Fax Nos.		
5	Contact Mobile No/s.	Contact person/s	Mobile No/s
6	E-mail Address		
7	Web Address		
8	Nature of Firm (Please (✓) appropriate one)	Proprietary	
		Partnership	
		Pvt. Ltd / Public Sector / Co.	
		Other/s (please specify)	
9	ESI Registration. (Enclose copy)		
10	PAN (Enclose copy)		

11	PF (Enclose copy)	
12	UDYAM/MSME Registration (Enclose copy)	
13	Authority of the person for signing the BID digitally must be enclosed (Power of Attorney / Affidavit / Partnership Deed / Resolution passed by Board of company if any, whichever is applicable)	
14	Legal Name of the person Signing the BID. (with Mob. No/s.)	

Signature:	
Name:	
Designation:	
Company Seal	

Attachment -13**(UNDERTAKING FOR COMPLIANCE OF IMPORTANT CONDITIONS OF TENDER BY BIDDER)**

Submission of bid on GeM Portal shall be deemed as bidder's unconditional acceptance to all the following Attributes (GTE's)

To,

**NTPC Tamilnadu Energy Company Ltd.,
Vallur Thermal Power Project,
Vellivoyal Chavadi Post, Ponneri Taluk,
Thiruvallur District, Chennai- 600103, Tamil Nadu**

Sir

We hereby confirm that, we have carefully read the provisions of the following undertakings and accept the same:

Sl. No.	Undertaking Type	Provisions of Undertaking
1.	Nil Deviation Certificate	<p>No deviation, whatsoever, is permitted by the Employer to the provisions of Bidding Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration. Bidders are required to certify their full compliance to the complete Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer by accepting the following condition:</p> <p>“Do you certify full compliance to all Provisions of Bid Doc”</p> <ol style="list-style-type: none"> 1. Acceptance of above condition shall be considered as Bidder's confirmation that: 2. Any deviation to the any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the bid security shall be forfeited. 3. Bidder has read the contents of Debarment Policy NTECL Banning Policy & NTECL Fraud Prevention Policy available http://www.ntpcntecljv.co.in and enclosed herewith. 4. Bidder has not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Deptt. Of Expenditure, Ministry of Finance. 5. Bidder has not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences.

		<p>Bidder's Director(s) / Owner(s) / Proprietor / Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.</p> <p>Bidder further confirms as under:</p> <p>that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, Employer shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/Performance Bank Guarantee.</p>
2.	Declaration on Qualifying Requirements	<p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>"Do you certify full compliance on Qualifying Requirements"</p>
3.	Declaration on Safety Policy	<p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>"Do you accept the Safety Policy of NTECL".</p> <p>Acceptance of above condition shall be considered as bidder's confirmation that they shall abide by Safety Policy of the Employer as per the safety provisions mentioned in GCC, Scope of work, SCC and Annexure A of section VII i.e. NTECL safety policy.</p>
4.	Declaration on Fraud Prevention Policy	<p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>"Do you accept the Fraud Prevention Policy of NTPC".</p> <p>Acceptance of above condition shall be considered as bidder's confirmation that they shall abide. Bidder has read the contents of Debarment Policy NTECL Banning Policy & NTECL Fraud Prevention Policy available http://www.ntpcntcljv.co.in indicating his compliance to the provisions of ITB Sub-Clause 29.0.</p>
5.	Declaration on Local Content	<p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>"Confirm that you are a LOCAL SUPPLIER, and the LOCAL CONTENT included in the PACKAGE FOR COMPLETE SCOPE OF WORK meets the MINIMUM LOCAL CONTENT requirements of the Tender."</p> <p>Acceptance of above condition shall be considered as Bidder's confirmation that Bidder is meeting the requirement of fulfil the requirements of Local content for Class-I Local Supplier.</p> <p>In case aforesaid Confirmation/Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same shall be treated as false declaration and will be dealt in line with the Fraud Prevention Policy of NTECL.</p>

6.	Declaration on Restrictions on procurement from a Bidder of a country which shares a land border with India	<p>Bidders are required to confirm acceptance of the same by accepting the following condition:</p> <p>“Do you certify full compliance on clause as per tender documents on Restrictions on procurement from a Bidder of a country which shares a land border with India?” / “Do you certify full compliance to all provisions of Bid Documents?”</p> <p>Acceptance of above condition shall be considered as Bidder's confirmation that Bidder has read and understood the ITB Clause regarding “Restrictions on procurement from a Bidder of a country which shares a land border with India” and its bid is in compliance to this clause.</p> <p>In case it is established that Bidder has provided any false information in pursuance of the aforesaid ITB Clause, while competing for this contract, then its bid shall be rejected and bid security shall be forfeited.</p> <p>In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid ITB Clause, during execution of contract, this would be a sufficient ground for immediate termination of the contract as per GCC Clause titled ‘Termination for Contractor's Default’ and shall be dealt accordingly.</p>
----	---	--

Laying HDPE Water Supply pipeline from NTECL Plant to Township**ATC**

1. **BEFORE submission of bids , bidders are requested to go through / READ CAREFULLY ALL THE ATTACHED DOCUMENTS of SLA,GTC ,STC. – NIT,ITB,GCC,SCC,Safety, forms and attachments and BOQ sheet.**
2. Important Note - Documents to be submitted in Bid:

Attachment	To be submitted	Mode of Submission(Physical/Online/Both)
Attachment 1: Bid Security	YES	In the Form of EMDBG/ISB/Udyam (As applicable). (i) To be uploaded online on GeM Portal along with Bid (ii) Original Hard copy of EMD BG to be sent in sealed envelope to NTECL C&M dept.
Attachment 2: Authority to Sign the bid	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
Attachment 3: Bidder's Qualifications	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
Attachment 5: Equipment/ Machinery deployment Schedule	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
Attachment 7: Electronic Fund Transfer (EFT) Authorization Form	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
Attachment 8: Details of PF, ESI, PAN and GSTIN Regn	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
Attachment 9: Declaration Regarding GST	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
Attachment 11: Vendor data	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
Attachment-13: 1. 'NIL' Deviations Certificate 2. Declaration on Debarment Policy Declaration on Qualifying Requirements 3. Declaration on Safety Policy 4. Declaration on Fraud Prevention Policy	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
Acceptance to GCC Civil (Annexure P) (sec VII)	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
Declaration on Local Content (Annexure E – Bid form) (sec VII)	YES	To be uploaded online on GeM Portal along with Techno Commercial offer
Price Bid	YES	All inclusive amount is to be quoted on GeM. <u>Price BOQ sheet to be uploaded in price bid only. Uploading of price in technical bid will be dealt with as per GEM conditions .</u>

Submission of bid on GeM Portal shall be deemed as bidder's unconditional acceptance to all the Attributes (GTE's) provided at Attachment 13

Vendors may please go through the conditions mentioned in Sec VI BOQ sheet of the tender conditions before submitting their rates.