



VOLUME-III A - GENERAL CONDITIONS OF CONTRACT (SUPPLY)

VOLUME	III A	GENERAL CONDITIONS OF CONTRACT (SUPPLY)
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CAPACITY	1X500 MW
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PROJECT	FGUTPP, 1X500 MW, STAGE-IV, UNCHA HAR, U.P
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A Joint Venture Company of NTPC & BHEL

NTPC BHEL POWER PROJECTS PVT. LTD
(A Joint Venture Company of NTPC & NBPPL)
Core 3, 4th Floor, Scope Minar, Laxmi Nagar,
New Delhi 110092

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PART – I: INSTRUCTION TO TENDERER

CLAUSE NO	DESCRIPTION
1.0	SUBMISSION OF TENDERS
	The tenderers must submit their tenders in two parts in separate sealed covers as detailed below and as per instructions of NIT.
	PART . I (TECHNO-COMMERCIAL PART).
	PART . II (PRICE PART).
1.1	PART . I (TECHNO-COMMERCIAL PART)
1.1.1	This shall include the following.
1.1.1.1	Covering letter of tenderer.
1.1.1.2	Volume-III A/III B/III C/III D . General and Special Conditions of Contract.
1.1.1.3	Volume-I & II . Technical specification, Technical Schedules and data sheet-B including drawings, if any, General Technical Requirements & Erection Conditions of Contract,
1.1.1.4	Price schedule (No rate shall be entered in the rate column. Only write against each rate of the schedule).
1.1.1.5	Drawings.
1.1.1.6	Schedules, annexure, proforma and other documents as indicated in the tender document and as specified in the tender enquiry letter.
1.1.1.7	The above documents shall form one set of the Part . I tender. Tenderers shall submit requisite sets of Part-I tender, i.e. original and duplicate sets as specified in the tender enquiry letter. All the sets shall be sealed and marked Original Part . I tender and Copies of Part . I tender on the respective sets and superscribed as : PART . I (TECHNO-COMMERCIAL PART). TENDER DOCUMENT NO. NAME OF WORK AND PROJECT. DUE DATE OF SUBMISSION.
1.2	PART . II (PRICE PART)
	This shall include following:
1.2.1	Copy of the covering letter enclosed in Part-I tender.
1.2.2	Schedule of item of work (in the rate /price column the rate / price figures should be entered in words as well as in figures) in Price schedule.
1.2.3	Tenderer shall submit requisite sets of Part-II tender duly sealed in one cover, superscribed as:
	PART . I (PRICE PART). TENDER DOCUMENT NO. NAME OF WORK AND PROJECT. DUE DATE OF SUBMISSION.

1.3

BID SECURITY

Bid Security should be made in the form as indicated in tender document and shall be submitted inside a sealed envelope superscribing the following.

PART . III (BID SECURITY).
TENDER DOCUMENT NO.
NAME OF WORK AND PROJECT.
DUE DATE OF SUBMISSION.

Applicable for Open Tender Enquiry Only:

Every tender must be accompanied by the prescribed amount of Bid Security. Bid security shall be furnished as per the details given below. Bids not accompanied by the requisite Bid Security in a separate sealed envelope or bids accompanied by Bid Security of inadequate value shall not be entertained and in such cases, bids shall be returned to the bidders without being opened.

- 1) The Bid Security is only applicable to %Open Tender Enquiry+
- 2) The bidder shall furnish, as part of its bid, a bid security in a separate sealed envelope in the amount and currency as stipulated in the Enquiry terms & Conditions.
- 3) The bid security, shall be submitted in any of the following forms :
 - a. Call deposit receipt duly pledged in favour of NBPPL or pay order or demand draft.
 - b. Post Office / National Savings/National Defence Deposit Certificated duly endorsed in favour of NBPPL.
 - c. Bank Guarantee from an acceptable bank (Scheduled) .irrevocable and operative till the validity of the offer.
 - d. Fixed deposit receipt issued by acceptable banks endorsed in favour of NBPPL.
- 4) Any Bid not accompanied by an acceptable bid security, in a separate sealed envelope, shall be rejected as being non-responsive and returned to the Bidder without being opened.
- 5) The Bid Security may be forfeited :
 - If the tenderer/ bidder withdraws the bid during the period of bid validity specified by the tenderer/ bidder in their bid
 - If the tenderer/ bidder does not accept the correction of its Bids Price (resulting from the arithmetical errors) as per provision in the Price Bid / Schedule of Prices.
 - If the tenderer/ bidder does not withdraw any deviation at the cost of withdrawal indicated by him.
 - In the case of a successful tenderer/ bidder , if the tenderer/ bidder fails within the specified time limit to furnish the Security Deposit Cum Performance Bank Guarantee.
- 6) The bid security of the unsuccessful tenderers /bidders will be refunded expeditiously after the award of the contracts.

	<p>7) The bid security of the successful bidder will be returned when the bidder has furnished the required Security Deposit Cum Performance Bank Guarantee.</p> <p>8) The bid security will be liable to be forfeited on revocation of tender before validity of the quotation (offer) expires or on refusal to enter into a contract after the award is made to the tenderer.</p> <p>NOTE: Cheques, Currency Notes, Money Orders or Postal Orders will not be accepted. <i>Bid Security shall not carry any interest.</i></p>
1.4	<p>MAIN COVER</p> <p>Duly sealed and superscribed, as detailed above of Part . I, Part- II and Part . III tenders shall be enclosed in one main cover duly sealed and superscribed as:</p> <p>PART . IV (TECNHO-COMMERCIAL PART, PRICE PART AND BID SECURITY). TENDER DOCUMENT NO. NAME OF WORK AND PROJECT. DUE DATE OF SUBMISSION.</p>
2.0	OPENING OF TENDERS
2.1	Unless otherwise specified, techno-commercial bids will be opened on due date of submission of offer at 15-00 hrs for which bidder may depute representative.
2.2	The date & time to open the Price Bid Cover. If tender opening shall be intimated to the bidders and one representative of the bidder shall be allowed to attend.
2.3	Price bids of those bidders who will be qualified for the subject job, evaluation of techno commercial bids etc will be opened on specified date. Bidders may depute their representatives to participate in opening of price bids. NBPPPL's decision in this regard is final & binding.
3.0	RATES TO BE IN FIGURES AND WORDS
3.1	The tenderer shall quote in English both in figures as well as in words the rates and amounts tendered by him in the priced schedule of items of work forming part of the tender in such a way that interpolation is not possible. The amount for each item shall be worked out and entered and requisite totals given of all items. The tendered amount for the work shall be entered in the tender and duly signed by the tenderer.
3.2	If some discrepancies are found between the rate given in words and figures or the amount shown in the tender the following procedure shall be followed.
3.2.1	When there is a difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
3.2.2	When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
3.2.3	When it is not possible to ascertain the correct rate, in the manner prescribed above, the lesser of the two (i.e. between figures and words) will be treated as valid rate.

4.0	CORRECTIONS AND ALTERATIONS
	All entries in the tender shall either be typed or be in ink, erasures and over-writing are not permitted and may render such tenders liable to summary rejection. All corrections and alterations shall be duly attested by the tenderer with date.
5.0	ALL PAGES TO BE INITIALLED
	All signatures in tender documents shall be dated as well. All pages of all volumes and sections including drawing of tender documents shall be initialed with seal at the lower right hand corner or signed with seal wherever required in the tender documents by the tenderer or by a person holding power of attorney (copy to be enclosed with Part-I of tender) authorizing him to sign on behalf of the tenderer before submission of tender.
6.0	ADDENDA
	Addenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modifications in the design or contract terms. All such addenda issued shall form part of tender documents.
7.0	RATES TO BE ALL INCLUSIVE
	The tenderer shall quote for the jobs on the basis of the items entered in the schedule of items of work and shall quote separately for each and every items entered in schedule of items of work. The rates and prices quoted shall be all inclusive as provided for in the schedule of items of work and any claim whatsoever for enhancement of rates or prices quoted on any account shall not be entertained.
8.0	INFORMATION
	The information given in the tender documents and the plans and drawings forming part thereof is merely intended as general information without undertaking on the part of NBPPL as to their accuracy and without obligation relative thereto upon NBPPL. Before tendering, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of labour etc. No claim will be entertained later on the ground of lack of knowledge.
9.0	QUANTITIES
	The quantities indicated in the schedule of items of work with respect to the various items are only approximate and are intended merely as general information without undertaking as to the correctness thereof and without any obligation relative thereto upon NBPPL.
10.0	ENCLOSURES
	The enclosures to be enclosed alongwith Part-I of the tender shall include the following besides other such enclosures which may have been specified elsewhere in the tender documents.
10.1	Void
10.2	Solvency certificate from a nationalized scheduled bank.
10.3	In case of an proprietorship firm, full name of proprietor, address, place and nature of business shall be furnished. In case of partnership firm, names of all the partners and their address, attested copy of partnership deed, instrument of partnership duly certified by the Notary Publics shall be enclosed. In case of company, date and place of registration including date of commencement . certificate, certified copies of Memorandum and Articles of Association, nature of business carried on by the company and provisions of the memorandum relating thereof, names and particulars including addresses of all the directors and their previous experiences etc shall be furnished.
10.4	Power of Attorney or other proof of authority of the person who has signed the tender.
10.5	Provident Fund Account No through which PF of the Employees are deposited including supporting document for the same.

10.6	In case of a consortium arrangement consisting of prime bidder and his associate, the prime bidder to furnish as exclusive undertaking jointly executed by him and his associate for the successful performance of the entire contract. At the time of contract finalization, a legal document on the formation of such group has to be submitted to NBPPL which will be a part of the contract document.
10.7	Any other documents required in terms of this notice.
11.0	GENERAL
11.1	The tender shall be completely filled in all respects and shall be tendered together with requisite information in the manner detailed above. Any tender incomplete in any respect and violating any of the instructions shall be liable to be rejected. If the space in the tender or any schedule or proforma is insufficient pages shall be separately added and numbered.
11.2	The acceptance of tender will rest with NBPPL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever :-
11.2.1	To reject any or all the tender.
11.2.2	To split up the work amongst two or more tenderers (where E&C is not in Tenderer's scope).
11.2.3	To award the work in part. (Where E&C is not in Tenderer's scope).
11.2.4	Either of the contingencies stated in 11.2.2 and 11.2.3 to modify the time for completion suitably.
11.3	Conditions and unwitnessed tenders, tenders containing absurd or unworkable rates and amounts and tenders which are incomplete and otherwise considered defective and not in accordance with the tender conditions, specification, etc are liable to be rejected.
11.4	If a tenderer expires after his submission of the tender or after the acceptance of his tender NBPPL may at their discretion cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, NBPPL may cancel such tender at their discretion unless the firm retains its character.
11.5	NBPPL will not be bound by any power of attorney / granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. They may however, recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor, concerned.
11.6	If the tenderer deliberately gives wrong information in his tender, NBPPL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit Bid Security/ Security Deposits.
11.7	Canvassing in any form in connection with the tenders is strictly prohibited and the tenders submitted by the contractor who resort to canvassing are liable to rejection.
11.8	Should a tenderer or contractor or in the case of a firm or Company one or more of its partners / shareholders / directors have a relation or relations employed in the capacity of an officer of NBPPL, the authority inviting tender shall be informed of the fact alongwith detail of the officer. Failing this, NBPPL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Bid Security/Security Deposit.
11.9	The tender submitted by a bidder shall become property of NBPPL who shall have no obligation to return the same to the bidder.
11.10	NBPPL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

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CLAUSE NO	DESCRIPTION
1.0	APPLICATION Unless otherwise provided in the contract documents, these general conditions shall govern the works of the accompanying technical specifications. Special conditions of this volume shall be read in conjunction with these general condition and these conditions will form a part of the contract documents. In case of any conflict or inconsistency, the provision of the SCC (Supply), Volume IIIC, shall prevail.
2.0	DEFINITION OF TERMS : In construing these General Conditions, Special conditions and accompanying Specification the following words shall have the meaning herein assigned to them except where the context otherwise requires.
2.1	The Owner shall mean NTPC / Customer or Client for whose project, the enquiry has been issued by the purchaser and shall include his successors and assigns as well as authorized officer(s)/representative(s), which may also be referred as Owner/Customer.
2.2	Purchaser/ vendee/ NBPPL/Employer shall mean NTPC BHEL POWER PROJECTS PVT. LTD registered under the Indian Companies Act 1956, with its Registered Office at NTPC Bhawan, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003 or its Administrative Officers or its engineer or other employees are authorized to deal with any matter with which these persons are concerned on its behalf.
2.3	EXECUTIVE DIRECTOR/ GENERAL MANAGER shall mean the officer in administrative charge of NBPPL, New Delhi
2.4	The bidder/ tenderer shall mean well established reputed organizations, manufacturer etc having requisite financial and technical capability and experience participating in the Tender invited by NBPPL for supply and delivery, erection, testing and commissioning or plant equipment and status including associated civil structural and architectural works complete as per applicable technical specifications.
2.5	The contractor shall mean the successful bidder/ tenderer who is awarded the contract and shall be deemed to include the contractor's successor's assigns, heirs executors, administrators of representatives approved by the NBPPL/ Owner.
2.6	The sub-contractor shall mean individual or firm to whom any part of the work has been subletted by the contractor with the consent in writing of NBPPL/Owner and shall include his/its heirs, executors, administrators, legal representative and permitted assigns.
2.7	The Engineer shall mean an Officer of NBPPL as may be duly appointed and authorized in writing by NBPPL to act as Engineer on his behalf for the purpose of the Contract, to perform the duty set forth in this General Condition of Contract and other Contract Documents.
2.8	The Consulting Engineer shall mean any firm or person as may be duly appointed and authorized in writing by NBPPL/Purchaser from time to time to review plant and equipment, works and services under the Contract.
2.9	The Review Consultant shall mean any firm or person as may be duly appointed and authorized in writing by NBPPL/Purchaser from time to time for final review of the plant and equipment, works and services under the Contract.
2.10	The Inspector shall mean any firm or person as may be duly appointed and authorized in writing by NBPPL/Purchaser from time to time to inspect plant and equipment, works and services under the Contract.
2.11	Acceptance of Tender shall mean Telegraphic/ Telex/ Tele-fax Letter of Intent or Notification communicating to the Contractor the acceptance by NBPPL of his tender.
2.12	Contract Price shall mean the agreed sum of money stated in the Contract to be paid to the Contractor for the successful fulfillment of the Works in accordance with the terms of the Contract Documents.
2.13	Contract shall mean the Agreement between the Contractor and NBPPL for execution of and payment for the works as defined in the Contract Documents.

2.14	The %Contract Documents+ shall mean and includes the General Conditions of Contract, Special Conditions of Contract, Specifications and Schedules. Drawings, Form of Tender, Covering Letters, Schedule of Prices and Quantities submitted by the successful Bidder, Letter of Interest of NBPPPL, Drawings, subsequent amendments mutually agreed upon and the Agreement to be entered in to between NBPPPL and the Contractor duly signed by them under the Clause . Contract+ of these General Conditions and other documents that may form part (s) of the Contract Documents.
2.15	%Work or Worksq shall mean the plant / equipment to be supplied and / or works to be done by the Contractor under the contract Documents.
2.16	%Plant+ shall mean the portion of the work (under the scope of this contract) which includes permanent equipment, machinery, apparatus, materials, articles and civil, structural and architectural works and things of all kinds to be provided under the contract documents.
2.17	%Test+ shall mean such test as is prescribed or considered necessary by NBPPPL / purchaser whether performed or made by the Engineer or any Agency acting under the direction of the Engineer.
2.18	%Constructional Plant+ means all appliances or things of whatsoever nature required in or about the execution completion or maintenance of the works or temporary works by the contractor at his own cost and risk (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
2.19	%Goods+ shall mean plants, equipment or materials to be supplied under the Contract Documents.
2.20	%Temporary Work+ shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the work by the contractor at their cost and risk.
2.21	%Completion Time+ shall mean the period by date/month specified in the acceptance of tender for handing over of the intended scope of work, erected equipment / plant, which are found acceptable by the engineer being of required standard and conforming to the specifications of the contract.
2.22	%Consignee+ shall mean the authorized representative or officer of the Purchaser / NBPPPL to whom the plant, equipment and materials are required to be delivered in the manner indicated in the Contract Documents.
2.23	The %Specification+ or Specification / Technical Specifications+ shall mean all Specifications including technical specifications of the Works and the Tender Drawings and schedules attached thereto and any modification made thereof.
2.24	%Drawings+ shall mean drawings referred to in the Contract Documents including modifications if any and such other drawings as may be from time to time furnished by the Contractor and approved by NBPPPL / purchaser.
2.25	%Site+ shall mean the land and other places including existing roads, paths etc., put at the disposal of the Contractor by NBPPPL / purchaser in connection with the execution of the Contract.
2.26	%Tests on Completion+ shall mean such tests as are prescribed in the specifications and/or other tests as mutually agreed upon by NBPPPL/ Purchaser and the Contract to be carried out by the Contractor on erection of the plant to prove satisfactory performance as per Specification.
2.27	%Acceptance Test / Performance Guarantee Test+ shall mean such test as are required to determine and demonstrate guaranteed capacity, efficiency and operating characteristics of the Plant as stipulated in the contract Documents.
2.28	%Commissioning+ shall mean the successful completion of trial operations and readiness of the contracted / ordered plant and materials for commercial use. This will include all consumables and inputs required for pre-commissioning.
2.29	%Initial Operation+, %Reliability Run+ or %Trial Run+ shall mean the first continuous operation of the plant by the Contractor covered under the Contract with sub-systems under varying loads to demonstrate satisfactory operation for a specified period which shall not be less than fifteen (15) days.

2.30	%Commercial Operation+ shall mean the conditions of operation in which all the equipment covered under the Contract are officially declared by NBPPPL/ purchaser, to be available for continuous operation at different loads and including rated capacity. Such declaration by NBPPPL / purchaser will be issued within thirty days after successful trial run made by the Contractor.
2.31	%Service+ shall mean furnishing of labour and services as per specifications and supervision of complete erection, testing and putting equipment and materials to be supplied into satisfactory operation, supervision of inland transportation, loading and unloading and storage at the site as defined in the Contract Documents.
2.32	%Warranty Period+ shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the plant supplied, works done and services rendered under the Contract.
2.33	%Code+ shall mean the applicable International and Indian standards as on the date of letter of intent and any subsequent modification thereof.
2.34	%Month+ shall mean calendar month. %Day+ or %Days+ unless herein otherwise expressly defined shall mean calendar day or days of twenty four (24) hours each. A week shall mean continuous period of seven (7) days.
2.35	LOI/LOA/Purchase order shall have the same meaning. %Letter of Intent+ / %Purchaser Order+ shall mean NBPPPL's letter or notification conveying his acceptance of the Tender subject to such conditions as may have been stated therein.
2.36	%Writing+ shall include any manuscript typed or handwritten or printed statement, including Telex, Cable and facsimile transmission under or over signature or seal as the case may be.
2.37	%Approved+ or %Approval+ shall mean as approved by or approval of the Purchaser/ NBPPPL.
2.38	Words incorporating %Persons+ shall include firms, companies, corporations and other bodies whether incorporated or not.
2.39	%Words+ incorporating the singular only shall also include the plural and vice-versa where the context requires.
2.40	%C.O.B% shall mean delivery free of expenses to the Purchaser / NBPPPL on board the vessel at the port of shipment.
2.41	%CIF Price+ shall mean delivery free of expenses to the purchaser / NBPPPL on board the vessel at the port of entry including the insurance coverage.
2.42	%C.O.R. %Destination+ shall mean delivery free of expenses to the Purchaser / NBPPPL on rail wagons at destination Railway Station or the purchaser's siding as may be named or / and by road transport at customer's destination.
2.43	%C.O.R. Works+ shall mean loaded and stowed or trimmed free of expenses to the purchaser / NBPPPL on board rail wagons at the Contractor's Works siding or the nearest Railway station for transportation.
2.44	%Tonne+ shall mean 1000 Kilogram weight. %Gallon+ shall mean Imperial gallon, unless otherwise mentioned specifically.
2.45	%Final Acceptances+ mean the NBPPPL's/ purchaser's acceptance of the work/plant completed in every respect as per terms of the contract Documents on expiry of the Warranty / guarantee / maintenance period.
2.46	Terms and conditions not herein defined shall have the same meaning as are assigned to them in the latest edition of Indian Sale of Goods Act/Indian Contract Act as applicable.
2.47	SINGULAR AND PLURAL Words importing the masculine gender or singular number shall also include the feminine gender and plural and vice versa where the context so requires.
2.48	HEADINGS OR NOTES The headings or notes in these conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

2.49	LANGUAGE All documentations and correspondence regarding the contract shall be in English language.
2.50	DOCUMENTS MUTUALLY EXPLANATORY Except if and to the extent otherwise provided by the contract the provisions of special Conditions of contract shall prevail over General Conditions of Contract and over those of any other documents forming part of the Contract. Subject to the foregoing the several documents forming the Contract are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer who shall thereupon issue to the contractor instructions directing in what manner the work is to be carried out.
3.0	SCOPE ON CONTRACT The scope of work, if not otherwise mentioned in the contract, shall be on the basis of a single contractor's responsibility, completely covering all Technical Specifications under the accompanying Technical Specification. Some of the salient features are hereunder.
3.1	Detailed design of all the equipment and subsystem and work as per specification.
3.2	Complete, manufacture of all the equipment / subsystem including shop, field testing and assembly as per specification.
3.3	Providing of special tools and tackles and services necessary for satisfactory execution of the contract.
3.4	Providing engineering drawings, data operation manual, etc.
3.5	Packing and transportations of the Goods from the manufacturer's works to the site.
3.6	Receipt, storage, preservation and conservation of the Goods at the site as applicable.
3.7	Supply of spares.
4.0	CONTRACT PRICE (UNLESS SPECIFIED OTHERWISE IN SPECIAL CONDITION OF CONTRACT)
4.1	The contract price is the agreed sum of money stated in the contract documents to be paid to the contractor for the successful completion of the works in accordance with the terms of the contract documents. The contract price shall be for the entire scope of the work with the break-ups as specified.
4.2	The individual item rates or lumpsum price as the case may be, in the schedule of this contract shall be deemed to be firm for the entire period of the Contract or extended period of contract and no escalation in the rates or price shall be permissible for any reason whatsoever unless otherwise specified.
4.3	The contract price shall not be varied in respect of the fluctuations in rate of wages or allowances payable to the labour or in the cost of materials, consumables, water, fuel, power or for anticipated profit or alleged losses or for any reason whatsoever,
5.0	TAXES AND DUTIES
	5.1 EXCISE DUTY
	5.1.1 Seller/ Contractor is required to ensure that excise duty including cess, if any, is quoted as per the existing tariff on the date of the offer and all benefits as per existing rules have been considered.

- 5.1.2 Excise duty actually incurred by Seller/ Contractor on self-manufactured items alone shall be reimbursed against documentary evidence. Excise duty paid by Purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than Seller/ Contractor's factory/ works shall be included by the bidder in the quoted basic price.
- 5.1.3 If excise duty is paid under protest or dispute, it shall not be reimbursed till the dispute is settled. If the Seller/ Contractor claims/ obtains any refund of the excise duty paid, the same shall be refunded to the Purchaser immediately.
- 5.1.4 Invoice cum Excise duty gate pass (Excise Invoice) should contain the name of the ultimate consignee as per Order/ Contract/ Special Conditions of Contract.
- 5.1.5 If required by Purchaser, the Seller / Contractor will provide a certificate stating that CENVAT benefit has been availed of on the inputs and the same has been passed on to the Purchaser.
- 5.1.6 Excise duty shall be paid at actual against documentary evidence but restricted to the amount and percentage indicated in the Order/ Contract.
- 5.1.7 No statutory variation shall be permissible / payable beyond the contractual delivery/completion schedule if the reasons for delays are attributable to Contractor/Sellers.

SALES TAX / VALUE ADDED TAX FOR SUPPLIES.

- 5.1.8 Central Sales Tax / Value Added Tax shall be reimbursed only if the same is paid by the Seller / Contractor to the respective Govt. authorities on direct sales by the Seller/ Contractor to the Purchaser, meeting all statutory requirements and availing all exemptions/ concessions under the respective Central Sales Tax / Value Added Tax Acts. The offer should clearly indicate CST/ VAT percentage and the total amount along with concessional form(s), if any.
- 5.1.9 Central Sales Tax/ Value Added Tax shall be reimbursed, as per tariff applicable, but restricted to the percentage and amount shown in the Order/ Contract. If it is shown as included in the quoted price/ not applicable, it will not be reimbursed by the Purchaser.
- 5.1.10 Purchaser proposes to make sale-in-transit under section 6 (2) (b) of Central Sales Tax Act where goods movement is inter-state. Form-C shall be issued and exchanged against Form-E1/E2 based on quarterly transactions. Seller/Contractor is required to submit his request in NBPPL format (to be provided at later stage) within 30 days from end of the Quarter, giving State-wise invoice details.
- 5.1.11 VAT invoices, in format prescribed by the respective State Sales Tax Act; have to be submitted in the name of Nodal Agency, which shall be specified in Special Conditions of Contract.

5.2 Void

5.3 Service Tax

Price quoted shall be exclusive of Service Tax. The service tax as statutorily leviable and payable by the bidder under the provisions of service tax Law / Act shall be paid by NBPPL as per bidder claim through various running bills, but restricted to the rate and amount mentioned in the order/contract. The bidder shall furnish proof of service tax registration with Central Excise Department specifying the name of services covered under this contract. Registration Certificate should also bear the endorsement for the premises from where the billing shall be done by the bidder on NBPPL for this project. The bidder shall obtain prior consent of NBPPL before billing the service tax amount.

For the purpose of claiming any Service Tax from NBPPL, the following procedure shall be adopted:

Contractor shall submit serially numbered Service Tax and Cess Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:-

1. The name, address and registration number of the contractor.
2. The name and address of the party receiving taxable service (NBPPL).
3. Description, classification and value of taxable service provided and
4. The Service Tax payable thereon.

All the four conditions shall be fulfilled in the invoice for payment of Service Tax by NBPPL. Where more than one nature of Service under Service Tax Rules is involved, the invoice mentioned above shall contain the breakup of all values for each nature of Service.

5.4 Other Taxes & Levies

5.4.1 Any other taxes and duties except Excise, CST/VAT (for Self Manufactured Items Only) Service Tax if any, as applicable, viz. Entry Tax, Octroi, Licenses, Deposits, Royalty, Stamp Duty, other charges / levies, etc. prevailing/applicable on the date of opening of technical bids and any variation thereof during the tenure of the contract are in the scope of bidder. In case NBPPL is forced to pay any such taxes, NBPPL shall have the right to recover the same from the bidder either from running bills or otherwise as deemed fit.

5.5 New Levies / Taxes and Alteration of Tax Structure.

5.5.1 In case Government imposes any new levy / tax after award of the work during the tenure of the contract, NBPPL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of NBPPL that such new levy / tax is applicable to this contract.

	<p>5.5.2 In case Government Alters the Existing Tax Structure, NBPPL reserves the right to opt for Most Beneficial Tax Structure and same shall be binding on Contractor. For Reduction of Taxes if any due to such Alteration of tax structure, the Contractor shall give such reduction in favour of NBPPL.</p> <p>5.6 Statutory variations</p> <p>5.6.1 Statutory variations are applicable only in the cases of Excise, CST/VAT (For self Manufactured Items), Service Tax The changes implemented by the Central / State Government in the Excise / VAT Act / Service Tax during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of NBPPL. In case of decrease in the rate of Taxes beyond the contract period the benefit of such revision has to be passed on to NBPPL. However increase in the Rate of Taxes beyond the contract period shall not be payable if the delays are attributable to contractor. No other variations shall be allowed during the tenure of the contract. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser.</p> <p>5.6.2 If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser.</p> <p>5.6.3 Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/ duties. This will be without prejudice to the levy of penalty for delay in delivery/ completion schedule.</p> <p>5.7 CUSTOMS DUTY</p> <p>5.7.1 Customs Duty element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. No variation in customs duty and exchange rate for imported items shall be payable by Purchaser.</p> <p>5.7.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account.</p>
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	<p>5.8 DIRECT TAX</p> <p>5.8.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel.</p> <p>5.8.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.</p>
5.9	ENTRY TAX: Entry Tax shall be all inclusive in the Prices.
5.10	Entry Tax: Contractor has to get all necessary Entry Tax Registration from Local Sales Tax Authority and has to pay Entry Tax on the Import Value for bringing scheduled goods to local area of Unchahar for use, sale & consumption for this Project / Purchase Order. Entry Tax paid Challan / Invoice Copy shall be made available to NBPPPL-Site Finance on a monthly basis.
5.11	N.A.
5.12	N.A.
5.13	The seller/ contractor is required to ensure that taxes, duties etc, as applicable, are properly calculated & paid and exemption and benefits, as applicable, are fully availed of. NBPPPL shall not be held responsible on account of any fault on the part of vendor in this regard.
5.14	Other than above, no taxes & duties are payable.
6.0	PRICE VARIATION : UNLESS SPECIFIED OTHERWISE IN SCC.
6.1	The price shall remain firm, for any increase or decrease in order value upto +/- 30%. NBPPPL shall have the right to increase / decrease quantity and scope upto the above order value and tenderer shall be bound to accept the same at the same price without any escalation.
6.2	Transport: If for any reason, the contractor has to resort to a mode of transport other than what was contemplated by him at the time of tendering to keep up the completion schedule and consequently has to incur more expenditure, NBPPPL will not under any circumstances reimburse such extra expenditure and price will not exceed the firm contract / order price.
7.0	STATUTORY VARIATIONS As per clause no: 5 of GCC (Supply).

8.0	TERMS OF PAYMENT
8.1	<p>a) Payment shall be made by NBPPL within 60 days of receipt of invoice subject to its completeness in all respects as per NBPPL procedure. All admissible recovered/ adjustments etc shall be made from the interim payable amount. NBPPL may release payment through electronic mode, for which bidder shall comply with necessary requirement.</p> <p>b) Total Erection & Commissioning Charges excluding service tax should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares, taxes but including freight), failing which the break-up of prices shall be adjusted accordingly for ordering.</p>
8.2	<p>1.1.1A SUPPLY PACKAGES:</p> <p>a) Seventy percent (70%) of basic price of materials supplied, as per PO, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis.</p> <p>b) Thirty percent (30%) of basic price of materials supplied will be released as follows :-</p> <p>(i) 25% of basic price on pro-rata basis, along with 100% Freight of the material, after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser, on submission of all final documents, duly certified by Engineering department of purchaser</p> <p>(ii) 5% of Basic Price on submission of Form E1/ E2 against Form-C, if applicable.</p> <p>1.1 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE).</p> <p>1.1.1 Seventy percent (70%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis.</p> <p>OR</p> <p>i) Five percent (5%) of basic price of materials portion, (excluding taxes, duties & freight) against approval of major design documents (like thermal design, GA, Painting schedule) and manufacturing quality plan as certified by Engineering. Design documents and quality plan shall be as defined in the Technical Specifications.</p> <p>ii) Sixty Five percent (65%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis.</p> <p>1.1.2 (a) Fifteen percent (15%) of basic price of materials supplied along with freight, if</p>

applicable, will be released on pro-rata basis against submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser

(b) Five percent (5%) against submission of Form E1/ E2 against Form-C, if applicable.

Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor.

1.1.3 **Ten percent (10%)** of the total basic price of the material supplied shall be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract.

1.2 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES

1.2.1 **Eighty percent (80%)** payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by NBPPL Site/ Owner.

1.2.2 **Ten percent (10%)** of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package.

1.2.3 **Ten percent (10%)** of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable.

1.3 Void

1.4 PAYMENT FOR MANDATORY SPARES

1.4.1 **Ninety percent (90%)** of basic price of materials supplied, as per PO, alongwith 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis.

1.4.2 **Ten percent (10%)** of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable.

2.0 Vendors shall submit documents for payment directly to NBPPL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act). To be eligible for payment as Micro and Small category, vendors shall submit annual certification for validation from designated authority under MSMED Act or Chartered Accountant within first quarter of every financial year.

Notes:

	<p>a. For indigenous suppliers, if the documents are routed through Bank, then all bank charges will be to vendor's account.</p> <p>b. In extreme case of vendors not agreeing to link 5% payment with submission of Form E1/ E2 against Form-C as above, their prices will be loaded as per Annexure-W of Volume-IIIE.</p> <p>c. Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of MRC payment.</p>
8.3	Detail billing schedule shall be submitted by the successful vendor to NBPPL for approval within 60-days of LOI or otherwise specified by NBPPL after placement of LOI.
8.4	NBPPL site, at discretion, may further split up the above percentages and effect payment to suit the site condition, cash flow requirement, according to the progress of work.
8.5	<p>For Direct Payment :-</p> <p>a. Supplier invoice along with documentary evidence of taxes paid.</p> <p>b. Original and Endorsed Consignee LR shall be sent along with the material directly to site for handing over of the Material on FOR Site basis. Photo Copy of Original (Consignee Copy) Endorsed, Receipted LR (gate entry) to be given in the dispatch documents for payment confirming with a covering letter that the original consignee LR copy has been sent along with the truck for the delivery.</p> <p>c. Item wise Packing List indicating Quantity/ Gross weight / Net weight</p> <p>d. In case of customer / customer inspection agency, participation in the inspection (As per Customer Hold Point in the approved QP) the copy of MDCC (Material Dispatch Clearance Certificate) issued by NTPC Ltd is required.</p> <p>e. In case of NBPPL inspection complete accepted CQIR and Test Certificates/ Inspection Reports duly verified and accepted by NBPPL shall be required.</p> <p>f. Copy of letter addressed to Insurance Co.</p> <p>g. Guarantee Certificate.</p> <p>h. Working showing Already Dispatched, Dispatch in Running Bill, Cumulative Dispatch, Rates, Value. Format for same shall be provided later.</p> <p>i. Any other documents required by Customer.</p>
8.6	<p>For Payment through Bank:</p> <p>a. Supplier invoice along with documentary evidence of taxes paid.</p> <p>b. Original LR (Consignee Copy)</p> <p>c. Item wise Packing List indicating Quantity/Gross weight / Net weight</p> <p>d. In case of customer / customer inspection agency, participation in the inspection (As per Customer Hold Point in the approved QP) the copy of MDCC (Material Dispatch Clearance Certificate) issued by NTPC is required.</p> <p>e. In case of NBPPL inspection complete accepted CQIR and Test Certificates/ Inspection Reports duly verified and accepted by NBPPL shall be required.</p> <p>f. Copy of letter addressed to Insurance Co.</p> <p>g. Guarantee Certificate</p> <p>h. Any other documents required by Customer.</p> <p>In case the documents mentioned above are not complete in all respects, Contractor will be responsible for none / late retirement or payment of the documents. Demurrage, if any, would be recovered from Contractor's bills. Alternatively, Contractor shall reimburse to NBPPL demurrage, if any.</p>

8.7	For payment against Receipt of material at site (MRC) (Original+6 copies) Supplier's invoice (linking with Dispatch invoice) along with copy of Material Receipt certificate (MRC) issued by site. E-I/E-II Form.
8.8	For payment against Contract Closing Supplier's Final invoice showing total value billed so far to NBPPL duly reconciled with NBPPL and co-relation chart of Dispatch and MRC bills raised on NBPPL and No due certificate signed by EIC.
8.9	For payment against site activities like Erection / commissioning / civil activities etc. Payment shall be made by NBPPL on submission of the following: required no. of sets shall be decided by Construction Manager: <ol style="list-style-type: none"> 1. Invoice 2. Measurement of work done duly certified by NBPPL Engineer at site 3. Protocols for work done, jointly signed by Contractor / NBPPL and its Customer. 4. Any other document as required by NBPPL Engineer at site
8.10	Issue of C form: Request for Form-C in exchange for E-I/E-II Form may be submitted to Head (Finance) /NBPPL along with copy of invoice(s) and LR(s) at the end of each quarter of financial year. In case documents are negotiated through bank, Form-C if applicable, shall not be insisted for release of documents through bank.
8.11	Payment from Customer For receiving payment from the Customer, NBPPL has to raise invoices in Seven (7) copies (one original + 6 photo copies). The supplier Must provide seven (7) set of Dispatch documents (copy of Consignee LR, Packing List, TC/ accepted CQIR, Copy of MDCC as per S. No. 25.1) to NBPPL for Customer Billing within 07 days of dispatch. Endorsement on LR :- Regarding endorsement on LR, following procedure shall be followed as per the category of sales in transit as defined under section 6 (2) of the Central Sales Tax Act: 1.1 The first Contractor/ manufacturer of the goods will deliver the goods to the common carrier and obtain Lorry Receipt (LR). 1.2 In the LR(s) the first Contractor/ manufacturer of the goods will be mentioned as the Consignor. 1.3 In the LR(s), the Contractor or sub-Contractor who has placed the order on the Consignor, NTPC will be mentioned as Consignee. 1.4 The sales tax registration number of both the Consignor and Consignee should be mentioned in the LR.

	<p>1.5 The Consignee copy of the LR will then be forwarded to the Consignee.</p> <p>1.6 The Consignee will make an endorsement on the reverse of the LR as follows: Please deliver to the order of M/s NBPPL Name and address of the party who has placed order on them and mention the sales tax registration number of such party.+</p> <p>1.7 The actions under serial 1.4 & 1.5 above will be repeated in the same order in which orders have been placed by the Contractors on their sub-Contractors.</p> <p>1.8 The final Contractor of NTPC on receipt of the LR(s), will forward the same to NBPPL after making an endorsement on the reverse of the LR as follows: Please deliver to the order of NBPPL CST no. .+.</p> <p>1.9 NBPPL will make an endorsement on the reverse of the LR as follows: Please deliver to the order of NTPC+.</p> <p>NBPPL shall further endorse the LR in favour NTPC.</p> <p>1.10 The first Contractor/ manufacturer will issue form E1 to their purchaser and all the subsequent parties will issue form E2 to their purchaser, NBPPL will issue Form-C to their Contractor and receive Form E-1 or E-2 (as the case may be) from such Contractor and receive Form C from their customer</p>
<p>9.0</p>	<p>DOCUMENTS FOR CLAIMING SUPPLY PAYMENT</p> <p>Please refer GCC(Supply), Clause no: 8.</p>
<p>10.0</p>	<p>BANK CHARGES</p>
<p>10.1</p>	<p>All bank charges for documents through bank shall be to the account of contractor.</p>
<p>10.2</p>	<p>Not Applicable</p>
<p>11.0</p>	<p>TIME (THE ESSENCE OF CONTRACT)</p>
<p>11.1</p>	<p>The time and date of completion of the work as stipulated in the contract Documents shall be deemed to be the essence of the Contract. The contractor shall commence the works and shall proceed with the same with due expedition and without delay except as may be expressly sanctioned or ordered by the Engineer. If the contractor fails to commence the work within the stipulated time. NBPPL at his sole discretion will have the right to cancel the contract. In such an event the contractor's security deposit with NBPPL will stand forfeited without any further reference to the contractor, without prejudice to any and all of the NBPPL's other rights and remedies in this regard. The Contractor shall so organize his resources and perform so as to complete the work not later than the aforesaid date of completion.</p>
<p>11.2</p>	<p>The contractor shall submit a PERT Network showing various key phases of the work such as design, procurement, manufacturing, shipment, etc. within thirty (30) days after the date of Letter of intent/purchase order. This network shall also indicate the interface facilities to be provided by the owner / NBPPL and the dates by which such facilities are needed by the contractor and also the programme for phase wise release of work site for construction work as may be needed by the contractor, as applicable.</p>

11.3	The Contractor shall discuss the network so submitted with NBPPL. The agreed network may be in the form as submitted or in revised form in line with the outcome of discussion and shall form a part of the contract documents.
11.4	The above PERT Network shall be reviewed and periodic review reports shall be submitted by the Contractor to NBPPL as directed by him.
11.5	The Contractor shall make available to NBPPL detailed manufacturing, erection, testing and commissioning and construction programmes, as applicable, in line with the agreed PERT Network in the form of PERT or Bar Chart as desired by NBPPL within 30 days from the date of receipt of LO1/PO. During performance of the contract, such programmes shall be renewed, updated and submitted to NBPPL as and when needed by him or periodically as specified by him. If in the opinion of NBPPL proper progress is not maintained suitable changes shall be made in the Contractor's operation to ensure proper progress.
11.6	PROGRESS REPORTS AND PHOTOGRAPHS
11.6.1	The Contractor shall furnish eight(8) prints each of monthly progress reports as approved by NBPPL and photographs of the work done. Photographs shall be taken when and where indicated by the Engineer or his representative. Photographs shall be approximately 100mm x 125mm in size including margin of 5 mm side for fixing. Adequate number of photographs shall be submitted indicating various stages of manufacture and / or installation as applicable. Each photograph shall contain the date, the name of the contractor and the title of the view taken.
11.6.2	Monthly progress report shall be submitted. These shall detail the status of design, drawings, procurement of raw materials and manufacture of the equipment and delivery of the equipment. NBPPL shall advise the contractor about the progress schedule and photographs he has to submit each month together with the names and address of persons to whom they are to be sent. The contractor shall also furnish actual progress against schedule and such other information as NBPPL may require satisfying himself about the timely manufacture and delivery of equipment and timely construction and erection work to suit the commissioning date. The report shall also indicate the reasons for the variance between the scheduled and actual progress and the action proposed for corrective measure wherever necessary.
11.6.3	The submission and acceptance of the photographs and / or reports shall not prejudice the rights of NBPPL in any manner.
11.6.4	In the event of contractor's continued poor progress of work, NBPPL shall at his option treat this as breach of the contract by the contractor. In such an event it shall be open to NBPPL to have the work completed through any other agency or agencies and claim the difference in cost in addition to damages from the contractor without prejudice to any other right or remedy of NBPPL under this contract.
11.6.5	The contractor shall be responsible, wherever applicable, for developing detail drawings to adopt equipment and materials to be supplied to the requirement indicated in the specification and shall submit a list of such drawings and programme for submission of these drawings and programme within 30 days from the date of LO1.
11.6.6	Within a reasonable time not exceeding 30 days from the date of LO1 the contractor shall also provide NBPPL with the following drawings and data as applicable :
11.6.6.1	Eight (8) marked up copies of technical particulars conforming to the specification.
11.6.6.2	Outline drawings of all equipment together with weights and sufficient overall dimensions.
11.6.6.3	Other drawings and data as indicated in different sections of the tender documents.
11.6.6.4	The contractor shall within 3 weeks from the date of LOI submit for approval of NBPPL the original copies of Codes and Standards which shall govern the design, manufacture, construction, erection, testing, commissioning and trial operation of the plant as applicable under scope of contract.
11.7	MISTAKE IN DRAWINGS

13.2.3.2	Void
13.2.3.3	Void
13.2.3.4	Void
13.2.5	If the value of the work done at any time exceeds accepted agreement value, the security deposit shall be correspondingly enhanced and the extra security deposit shall be immediately deposited by the contractor or recovered from payments due to him.
13.2.6	Regarding adjustment of Bid Security towards part of Security Deposit, refer clause under BID SECURITY above.
13.2.7	Failure to deposit security money within stipulated time may lead to forfeiture of Bid Security and cancellation of award of work.
13.2.8	Void.
13.2.9	NBPPL reserve the right of forfeiture of security deposit in addition to other claims and penalties in the event of the contractor's failure to fulfil any of the contractual obligations (including liquidation or bankruptcy of the contractor, non-payment of money payable by means of arbitration award in favour of NBPPL) or in the event of termination of contract as per terms and conditions of contract. NBPPL reserve the right to set off this security deposit, against any claims of any other contract with NBPPL.
13.2.10	RETURN OF SDPBG
	If the contractor duly performs and completes the contract in all respects to the entire satisfaction of NBPPL and presents an absolute no Demand Certificate in the prescribed form and returns properties belonging to NBPPL taken / borrowed or hired by him for carrying out the said works, Security Deposit will be released only after the satisfactory completion of Warranty / Guarantee Period as per terms of specification after deducting / reimbursement of all costs of expenses or other amounts that are to be paid to NBPPL under this or other contracts entered into with the contractor. It may be noted that in no case the SDPBG shall be refunded/released prior to passing of final bill.
13.3	PERFORMANCE BOND - Not Applicable
14.0	DELIVERY TERMS: As mentioned in NIT/SCC.
	When the goods are ready for shipment NBPPL / owner should be notified by the contractor through Fax or Email / Telex. Notification of delivery or dispatch in regard to each and every consignment shall be made to the owner/NBPPL immediately after dispatch or delivery ensuring arrangements for its receipt at the site at least 48 hours ahead of actual delivery. The contractor shall further supply to the consignee a priced invoice and packing list of all goods delivered or dispatched by him and other shipping particulars. All packages, containers, bundles and loose materials forming part of each and every consignment shall be described fully in the packing list, and full details of the contents of packages and quantity of goods shall be submitted to enable the consignee to check the goods on arrival at destination.

15.0	SHOP ASSEMBLY AND INSPECTION
15.1	Shop assembly to the largest extent feasible shall be performed by the contractor to assure proper fitting of the various parts and for checking the correctness of clearances and dimensions. Parts thus assembled shall be match . marked for reassembly at the site. Prior to be dismantled for shipment. A detailed description of the intended shop assemblies shall be submitted along with the Quality Assurance Plan.
15.2	No Goods shall be shipped before all tests and inspection have been carried out according to the approved Quality Assurance Plan unless otherwise instructed by NBPPL.
15.3	The acceptance of any Goods prior to shipment shall in no way relieve the contractor of any of his responsibilities for meeting all the requirement of the specification and shall not prevent subsequent rejection if such Goods are found to be defective.
15.4	NBPPL/ owner and his duly authorized representative shall have the power at all reasonable times to inspect drawings of any portion of the work or examine the materials and workmanship of the equipments/ items during its manufacture
15.5	Such inspection, examination and testing shall not relieve the contractor from any obligation under the contract.
15.6	NBPPL engineer shall on giving seven (7) days notice in writing to the contractor setting out any ground of objection which he may have in respect of the plant/equipment /work, be at liberty to reject any drawings and all or any plant or workmanship, subject to any of the said ground of objection, which in his opinion are not in accordance with the contract / order. The contractor shall give due consideration to such objection and shall either make the modifications that may be necessary to meet the said objections or shall satisfy the engineer that no modifications are necessary to comply with the contract/order.
15.6	The contractor shall give the engineer and his duly authorized representatives notice of any material being ready for testing, and the engineer or the said representative shall (unless the inspection of tests voluntarily waived) on giving reasonable previous notice in writing to the contractor attend at the contractor's premises (as the case may be) within twenty (20) days of the date on which the material is notified as being ready, failing which the contractor may proceed with the tests which shall be deemed to have been made in the engineer's presence. All standard shop tests physical and chemical tests required by the standards or as may be prescribed or approved by the engineer reserves the right to waive any of the above tests requirement and to prescribe new tests required if fours necessary to expedite the work or to confirm to the latest and best practice. Definition, method of measurement, calibration of inspection, measuring and test equipments and required procedure as referred in the above standard and / or those approved by the engineer and equivalent shall be followed. The contractor shall forthwith forward to the engineer duly certified copies of the test certificates in quadruplicate for approval. Further copies of the shop test certificate shall be bound will the instruction manuals.
15.7	In all cases where the order/ contract provided for tests/ inspections whether at the premises or works of the contractor or any sub-contractor the contractor, except where otherwise specified shall provide free of charge to NBPPL such labour, materials, electricity, fuel, water, stores, apparatus, inspection measuring and test equipments as may reasonably be required to carry out efficiently such tests of the equipment/ plant, in accordance with the order/ contract and shall give facilities to the engineer or his authorized representative to accomplish such testing.
15.8	The contractor shall maintain & ensure necessary safety measures as required for inspection and tests like HV test, Pneumatic test, Hydraulic test, Loan test Spring test, Bend test etc, of his/his subcontractors works to enable inspection Agency for performing inspections. If any test equipment is found not complying with proper safety requirements, then the inspection agency may withheld inspection, till such time desired safety requirements are met.
15.9	INSPECTION MEASURING AND TEST EQUIPMENTS (IMTE)/ MMD

15.9.1	Inspection measuring and test equipments (IMTE) whether used by the contractor or his sub-contractor shall be calibrated, maintained and controlled. Calibration shall be valid and IMTE shall be in sound condition during usage.
15.9.2	In addition to above, contractor shall ensure the following.
15.9.2.1	Measurement uncertainty is known and consistent with required measurement capability of the IMTE.
15.9.2.2	Selection of IMTEs is compatible with the necessary accuracy precision of required measurement.
15.9.2.3	IMTEs are calibrated at the required internal against certified equipments having known valid relationship to nationality recognized standard/ recognized calibration labs.
15.9.2.4	Calibration records are available and traceable to the particular IMTE.
15.9.2.5	In case during recalibration the IMTE is found out of calibration, report on action taken to validate the previous results along with both calibration records of the IMTE should be furnished to NBPPL. NOTE: NBPPL decision on acceptability of the product in such case shall be binding.
15.9.2.6	IMTEs are stored, handled and preserved such that accuracy and fitness are maintained and safeguarded from adjustments.
15.9.2.7	Responsibility of usage of valid and calibrated IMTEs by sub-contractors shall be of the contractor.
15.9.2.8	In case calibration records are required by owner/ NBPPL, copies of the same shall be furnished.
16.0	MATERIALS AND WORKMANSHIP
16.1	All Goods to be supplied and all works to be done by the Contractor under Contract shall be manufactured and executed in the manner stipulated in the specification or where not specified, to the satisfaction of the Engineer.
16.2	All materials used in the manufacture of the plant/equipment/system shall be selected from the best available for the purpose considering strength, durability and best engineering practice, free from defects and imperfection of recent manufacture and unused. Liberal factors of safety shall be used throughout the design and especially in the design of all parts subject to alternating stresses or shocks.
16.3	All the work shall be performed and completed in a thorough work-man like manner and shall follow the best modern practice in the manufacture of high grade equipment notwithstanding any omission in the Specification.
16.4	Castings shall be free from blow holes, flaws, cracks or other defects and shall be smooth, close . grained and of true forms and dimensions. No plugged or filled . up holes or other defects will be allowed. Such castings are liable to be rejected. However, the Contractor may rectify minor casting defects by welding or other method in accordance with the standard manufacturing practice provided such rectifications does not affect the strength of the casting or impair with the efficient working of the Plant and prior approval of NBPPL is obtained for the same.
17.0	COMPLETENESS OF EQUIPMENT

17.1	The equipment shall be completely installed in every respect with all mountings, fixtures and standard accessories which are normally supplied even through not specifically detailed in the Specification. The Contractor shall not be eligible for any extra payment in respect of such mountings, fittings, fixtures and accessories if needed for safe operation of the equipment as require as per applicable codes of the country through they may not have been included in the Contract.
17.2	Parts of all similar equipment supplied shall be interchangeable with one another.
17.3	All the equipment supplied under this contract shall be subject to NBPPL/owner's approval according to applicable stipulations set-forth in the specifications.
18.0	REJECTION OF DEFECTIVE PLANT
18.1	If the completed plant or any portion thereof before it is taken over under clause taking over or during the guarantee / warranty period, be found defective or fails to fulfil the requirements of the contract, the Engineer shall give the contractor notice setting forth particulars of such defects or failure, and the contractor shall forthwith make the defective plant good or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time, NBPPL after giving seven (7) days written notice may reject and replace at the cost of the contractor the whole or any portion of the plant, as the case may be, which is defective or fails to fulfil the requirements of the contract. The contractor's full and extreme liability under this clause shall be satisfied by the payment to NBPPL of erection plus difference, if any between the replacement price of the equipment including charges for erection and supervision of erection and the original contract price including charges for erection and supervision of erection in respect of such defective plant.
18.2	In the event of such rejection, NBPPL shall have the right to operate any and all equipment as long as it is in operating condition, whether or not, such equipment has been accepted as complete and satisfactory to enable him to obtain necessary replacement except that this shall not be constructed to permit operation of any equipment which may become damaged by such operation before any required alterations or repairs and /or replacements have been made. All repairs or alterations or replacements required of the contractor shall be made by the contractor at such times as directed and in such a manner as will cause the minimum interruption in the use of the equipment. Should the contractor not so replace the rejected plant within the time frame as directed by the engineer upto the requirement of the specification, the contractor's full and extreme liability under this clause will be satisfied by the repayment of all money paid by NBPPL to him in respect of such plants.
18.3	Nothing in this clause shall be deemed to deprive NBPPL or, effect any right under the contract which he may otherwise have in respect of such defects or deficiencies or in any way relieve the contractor or his obligation under the contract.
19.0	TAKING OVER
	Upon successful completion of all the tests to be performed at the site on equipment, systems and material furnished and erected by the contractor and on completion of successful trial run, NBPPL shall issue to the contractor a taking over certificate. Issuance of such certificate shall not be reasonably withheld on account of minor omissions or defects which do not affect the satisfactory operation and / or causes any serious risk to the equipment and systems provided the contractor gives an under taking to rectify such defects / omissions within a reasonable period time. However until a final acceptance certificate is issued on completion of warranty / guarantee period by NBPPL/owner, the contractor shall not be relieved of any of his obligations, duties, responsibilities under the terms and conditions of the contract including insurance as specified elsewhere in the contract documents. The taking over by NBPPL / the owner may be for each unit completed in all respects for satisfactory operation at the discretion of NBPPL/ the owner.

20.0	GUARANTEE/ WARRANTY
20.1	The vendor shall warrant that the equipment will be new and in accordance with the contract documents and free from defects arising due to deficiencies in design and engineering and from defects in material and workmanship for a period of Eighteen (18) calendar months commencing immediately upon the successful completion of the facilities. The equipment shall operate satisfactorily and reliably and the performance and efficiency of the equipment (s) shall not be less than the respective guaranteed values.
20.2	The vendor shall be liable to replace/ upgrade with specific consent of owner, any defective parts that may develop in the plant of his own manufacture or those his sub suppliers under the conditions provided for by the contract and under proper use and arising solely from faulty design, materials and/ or workmanship. Any defect removal at site by repair/ up-gradation of the installed equipment/ component/ material will be permitted by the owner only when up-gradation in the meantime, is not detrimental to the commercial use of the plant. All replaced defective parts shall be returned to the vendor unless otherwise arranged. No repairs or replacement shall normally be carried out by the engineer when the plant is under the supervision of the vendor's supervisory engineers.
20.3	The vendor's obligations against the above clause shall be limited to replacing with all incidental charges from site to the vendor's work and/ or his sub-supplier's works and back to site. In case of defective parts not repairable at site but, essential in the meantime for the commercial operation of the equipment, the vendor and the purchaser/ owner shall mutually agree to a program of replacement or renewal which will minimize to the maximum extent interruption in the operation of the equipment.
20.4	The acceptance of the equipment by the engineer shall in no way relieve the vendor of his obligation under this clause.
20.5	In the event of any emergency where, in the judgment of the engineer, delay would cause serious loss or damages, repairs or adjustment may be made by the engineer or a third party chosen by the engineer without advance notice to the vendor and the cost of such work shall be paid by the vendor. In the event such action is taken by the engineer, the vendor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the vendor's liability under the terms and conditions of the contract.
20.6	If the replacement or renewals are of such character as may affect the efficiency of the plant, the purchaser/ owner shall have the right to give to the vendor within one month of such replacement or renewal, notice in writing that acceptance tests on completion be made, in which case such tests shall be carried out as per approved QAP/ NBPPPL guidelines.
20.7	The repaired or new parts will be furnished and erected free of cost by the vendor. If any repair is carried out on his behalf at the site, the vendor shall bear the cost of such repairs.
20.8	The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the plant or defective work carried out by the vendor shall be borne by the vendor.
20.9	In respect of goods supplied by sub-vendors to the vendor where a longer guarantee (more than 18 months) is provided by such sub-vendors, the owner shall be entitled to the benefit of such longer guarantee.
21.0	INSURANCE
21.1	NBPPPL shall arrange for insuring the materials / properties of NBPPPL/ Customer covering the risks during transit, storage, erection and commissioning.

21.2	It is the sole responsibility of the contractor to insure the workmen, his properties including tools and plants against accident and injury while work as required by relevant rules and to pay compensation, if any, to workmen as per workmen's compensation Act. This policy shall also cover the contractor against claims for injury, disability, disease or death of his or his sub-contractor's employee, which for any reasons are not covered under the Workmen's Compensation Act & Employee's liability, the liability of which shall not be less than statutory provisions.
21.3	All the rules and regulations of the purchaser/ NBPPL in the area of project which are in force from time to time will have to be followed by the contractor.
21.4	If due to negligence and / or non-observance of safety and other precautions and accident/ injury occurs to any other person/ public, the contractor shall have to pay necessary compensation and other expenses. If so decided by the appropriate authorities.
21.5	If due to contractor's carelessness, negligence or non-observance of safety precautions damage to NBPPL's/ owner's property and personnel should occur, and if NBPPL is unable to recover, in full cost from the insurance company, the balance will be recovered from the contractor. The damage is to be reported within 48 hours of occurrence along with Engineers report. In the event of loss/ theft of NBPPL's/ purchaser's property while in the custody of the contractor, it will be the responsibility of the contractor to lodge an FIR with responsibility of the contractor to lodge an FIR with local police authorities and furnish the details of FIR and Engineer's investigation report about loss/ theft within 48 hours of occurrence. This is for the purpose of lodging insurance claim. If NBPPL is unable to recover full cost from Insurance Company, the balance including deductible franchise wherever applicable will be recovered from the contractor.
21.6	The contractor shall be responsible for furnishing all the dispatch details including invoice value, plant / components dispatched, packing slip, LR/RR/CR copy, shipping details etc. to underwriter and NBPPL, to cover no. to be intimated to the contractor afterwards.
21.7	Failure to comply the above on time and in case any loss / damage occurs in transit, the contractor shall be responsible for making good such loss / damage.
21.8	Save provisions as stated above the contractor at his cost shall arrange, secure and maintain insurance as may be necessary to protect his interests and the interests of NBPPL against all risk and the responsibility to maintain such insurance coverage at all times during the period of contract shall be that of the contractor alone. Contractor's failure in this regard shall not relieve him of any of his contractual responsibilities and obligations.
22.0	<p>NO WAIVER OF RIGHTS</p> <p>Neither the inspection by the NBPPL or any other official, employee or agent nor any order by NBPPL for payment of money or any payment for or acceptance of the whole or any part of the scope under this contract by NBPPL, nor any extension of time, nor any possession taken by NBPPL shall operate as a waiver, of any provision of the contract or of any power herein reserved to NBPPL or any right to damages herein provided nor shall any waiver of any breach in the contract / order be held to be a waiver or any other subsequent breach.</p>

23.0	MATERIAL DESPATCH CLEARANCE CERTIFICATE (MDCC) When the tests have been satisfactorily completed at the contractor's work, the Engineer shall issue a certificate to that effect within fifteen (15) days after completion of test, but if the tests were not witnessed by the engineer or his representative, the certificate would be issued within fifteen (15) days of the receipt of the test certificates by the Engineer. No plant / equipment shall be transported before such a certificate has been issued. The satisfactory completion of these tests or the issue of this certificate shall not bind NBPPL to accept the plant / equipment should it, on further test after erection, be found not to comply with the order / contract provisions.
24.0	PACKING
24.1	The packing shall be in conformity with specification and shall be such as to ensure prevention of damages, corrosion, deterioration, shortages, pilferage and loss in transit or storage.
24.2	The packing shall be capable of withstanding the rigours of transit and handling at various points / ports.
24.3	In case of shipment by sea the packing shall be sea worthy of international standard.
24.4	Packing list shall also be submitted along with advance set of documents for claiming payment indicating following. Packing size. Gross weight and set weight of each package.
25.0	SHORTAGE/ DAMAGE
25.1	In case of shortages/ damages noticed on receipt of materials at site, the contractor should replenish the same immediately. Replenishment of damages arising out of faulty and insufficient packing will be to the cost of contractor and shortages out of sound cases, if not accepted by under writer, will have to be replenished free of cost by the contractor.
25.2	In case of faults, deficiencies in materials, components assemblies, subassemblies etc, these are to be supplied free of cost to enable the equipment to be put in order.
26.0	INTER-CHANGEABILITY
26.1	All similar components / parts of similar equipment supplied shall be interchangeable with one another.
26.2	Even though all the work and materials necessary to the satisfactory completion of the works may not be detailed in the specifications and schedules, their cost will be considered to be within the order / contract and no extra charges will be accepted.
27.0	DEFAULT BREACH OF CONTACT, INSOLVENCY AND RISK PURCHASE
27.1	If the contractor fails to deliver the equipment / plant or any installment thereof within the period (s) fixed for such delivery or at any time repudiates or otherwise abandons the order /contract before expiry of such period or otherwise fails to perform the order/contract or commits any breach of the order / contract not herein specifically provided for or if the contractor being an individual or if a firm or a partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any assignment of the order / contract or enter into any assignment of the order/contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the partnership Act or if the contractor being a company is wound up voluntarily or by order of a court or a Receiver. Liquidator or Manager on behalf of the debenture holders/ creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder / creditors to appoint a receiver, liquidator or manager, NBPPL without prejudice to his right to recover any expenses, losses or damages to which NBPPL may be put to incur or sustain by reason of the contract shall be entitled to cancel the order/contract on whole or portion thereof without compensation to contractor and if so desires, he may procure upon such terms and in such manner as he deems appropriate items not so delivered or others of a similar description where items exactly complying with particulars are not, in the opinion of NBPPL, which shall be final, readily procurable, at the risk and cost of the contractor

	<p>and the contractor shall be liable to NBPPPL for any excess costs provided that the contractor shall continue the performance of the order/contract to the extent not cancelled under the provisions of this clause. Provided also that the contractor shall not be entitled to any gain on repurchase etc.</p>
<p>27.2</p>	<p>NEGLIGENCE</p>
	<p>If the Contractor shall neglect to execute the work with due diligence and expedition or such refuse or neglect to comply with any reasonable orders given to him in writing by NBPPPL in connection with the work, or shall contravention the provisions of the contract NBPPPL may give notice in writing to the Contractor calling upon him to make good the failure, neglect or contravention complained of, Should the Contractor fail to comply with such notice within a period considered reasonable by NBPPPL from the date of such notice service thereof, in the case of a failure, neglect or contravention capable of being made good within that time, or otherwise within such time as may be in the opinion of NBPPPL be reasonably necessary for making it good, then and in such cash NBPPPL shall have the option and be at liberty to take the work wholly or in part, out of the Contractor's hand and may carry on the work envisaged in the Contract either by himself or his agents or may recontract with any other person or person to execute the same or any part thereof and provide, as applicable, any other materials, tools, tackle or labour for the purpose or completing the works or any parts thereof. In such event NBPPPL shall without being responsible to the Contractor for normal wear and tear or the same, be entitled to seize and take possession and have free use of all materials, tools, tackle, or other things which may be on the Site, for use at any time in connection with the work to the exclusion of any right of the Contractor over the same and NBPPPL shall be entitled to retain and apply any balance sum which may otherwise be then due on the contract by him to the contractor or such part thereof as may be necessary to the payment of the cost of execution of such work as aforesaid . If the cost of completing the works or executing a part thereof as aforesaid shall exceed the balance due to the contractor, the contractor shall pay such excess. The Seller/ Contractor shall on no account be entitled to any gain on such repurchases. Except for Clause 27.2.1 and 27.2.2 vendor's maximum liability will be limited to the total contract value including taxes, duties and freight.</p> <p>27.2.1 Recovery on account of purchases made by Purchaser at the risk and cost of Seller/ Contractor shall be worked out as follows:</p> <ol style="list-style-type: none"> a. Excess of new purchase cost over old purchase cost, where the total value of new PO is more than total value of old PO. b. Additional 30% overheads as departmental charges on the ex-works value of new PO+. <p>27.2.2 Cost of repair or replacement of defective equipment and patent infringement.</p>

28.0	<p>FORECLOSURE OF CONTRACT</p> <p>If at any time after acceptance of the Tender the owner/NBPPPL shall decide to abandon or reduce the scope of the work for any reason whatsoever or incase order on NBPPPL is cancelled by customer and hence not require the whole or any part of the work to be carried out, NBPPPL shall give notice In writing to that effect to contract and the Contractor shall have no claim to any payment of compensation or otherwise, whatsoever, on account of any profit or advance which he might have derived from the execution of the works in full but which he could not derive in consequence of the foreclosure of the whole or part of the work. The contractor shall have no claim for compensation against certificate vouchers or explanations, to enable the contractor to properly identify such claims. Such claims shall be paid by the contractor within fifteen (15) days of the receipt of the corresponding bills and if not paid by the contractor within the said period. NBPPPL may then deducted the amount from any money due or becoming due by him to the contractor under the contract or may be recovered by actions of law or otherwise, if the contractor fails to satisfy NBPPPL of such claims.</p>
30.0	<p>ASSIGNMENT AND SUB-CONTRACTING</p>
30.1	<p>ASSIGNMENT</p>
	<p>The Contract shall not assign or transfer the Contract or any part thereof or any benefit or any obligation thereof or interest therein or there under (otherwise than by a charge in favour of the Contractor's Bankers of and moneys due to become due under this contract) without the prior written consent of NBPPPL.</p>
30.2	<p>SUB-CONTRACTING</p>
	<p>Subcontracting of work, normally should not be permitted. However in case of unavoidable instances, the contractor may, after informing NBPPPL and getting his written approval along with approval of the owner, assign or subcontract any part of the contract other than for raw materials, for minor details or any part of the plant for which details or any part of the plant for which makes are identified in the contact. NBPPPL shall not be liable in any way, in case such approval for sub-contracting is not permitted by the owner. Sub-contractor of the equipment not identified in the contract or any change in the identified sub-contractor shall be subject to approval by NBPPPL and the owner. The experience list of the equipment subcontractor under consideration by the contractor for this contract shall be furnished to NBPPPL, for approval prior to procurement of all such items / equipment such assignments/ subcontracting shall not relieve the contractor from any obligation, duty or responsibility under the contract. Any assignment as above without prior written approval of NBPPPL and the purchaser shall be null and void. For components/equipments procured by the contractor for the purposes of the contract after obtaining written approval of NBPPPL/ the owner, the contractor's purchase specifications and enquiries shall call for quality plans to be submitted by his subcontractor alongwith their proposals. The quality plans called for from the subcontractor shall set out during the various stages of manufacture and installation, the quality practices and procedures followed by the sub-contractor quality control organisation, the relevant reference documents, standards used, acceptance levels inspection of documentation raised, etc. Such quality plans of the sub-contractor shall be discussed and finalized in consultation with NBPPPL and shall form a part of the contract between the contractor and the sub-contractor, The contractor along with the subcontractor and NBPPPL shall furnish a joint undertaking to the owner for guaranteed performance or the equipment and subsystems. The contractor should desist from seeking approval for twotier sub-contracting which may not be permitted by NBPPPL/the owner.</p>
31.0	<p>FORCE MAJEURE</p>
	<p>The Following shall amount to force majeure.</p>
31.1	<p>Acts of God, acts of any Government, war, sabotage, riots civil commotion, police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes over which the contractor has no control.</p>

31.2	If the contractor suffers delay in the due execution of the contractual obligation due to delays caused for force majeure as defined above the agreed time of completion of the job covered by this contract or the obligations of the contract shall be extended by a period or time equal to the period of delay provided that on the occurrence of any such contingency the contractor immediately reports of NBPPL in writing the causes or delay and contractor shall not be eligible for any compensation.
32.0	<p>RISK IN STORES</p> <p>The contractor shall perform the order / contract in all respects in accordance with the terms and conditions thereof. The equipment / plant and every constituent part thereof, whether in the possession or control of the contractor his agents or servants or a carrier, or in the joint possession of the contractor his agent or servants and NBPPL, his agents or servants shall remain in every respect at the risk of the contractor until their actual delivery to the consignee at the stipulated place or destination or where so provided in the acceptance of offer until their delivery to a person specified by the NBPPL as inter in consignee for the purpose of dispatch to the consignee. The contractor shall be solely responsible for all loss destruction damage or deterioration of or to the plants / equipment / items from any cause whatsoever while the same, after approval by the engineer, are awaiting dispatch or delivery or are in the course or transit from the seller / contractor to the consignee or interim consignee as the case may be.</p>
33.0	<p>CONSIGNEE'S RIGHT OF REJECTION</p> <p>Notwithstanding any approval which NBPPL or the engineer may have given in respect of the plants / equipment / items or any materials or other particulars or the work or workmanship involved in the performance of the order / contract (whether with or without any test carried out by contractor or the engineer or under the direction of the engineer), and notwithstanding delivery of the same where so provided to the interim consignee, it is shall be lawful for the consignee, on behalf of NBPPL, to reject the plants / equipments / items or any part, portion or consignment thereof within thirty (30) days after actual delivery, thereof to him at the stipulated place or destination, if such plants / equipment or part, portion of consignment thereof is not in all respects in conformity with the terms and conditions of order / contract whether on account of any loss, storage, deterioration or damage before despatch or delivery or during transit or otherwise, howsoever.</p>
34.0	<p>SETTLEMENT OF DISPUTE AND ARBITRATION</p>
34.1	Except as otherwise specifically provided in the Contract all disputes concerning questions of fact arising under the Contract shall be decided by NBPPL subject to a written appeal by the Contractor to NBPPL, whose decision shall be final to the parties hereto.
34.2	Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.
34.3	If any dispute or differences of any kind whatsoever shall arise between NBPPL and the contractor, arising out of the contract for the performance of the work whether during the progress of termination, abandonment or breach of the contract, it shall in the first place be referred to and settled by the Engineer who within a reasonable period after being requested shall give written notice of his decision to the contractor. Save as hereinafter provided, such decision in respect of every matter so referred shall forthwith be given effect to by the contractor who shall proceed with the work with all due diligence, whether he or NBPPL required arbitration as hereinafter provided or not.
34.4	If after the Engineer has given written notice of this decision to the party, no claim to arbitration has been communicated to him by the party within 30 days from the receipt of such notice, the said decision shall become final and binding on the parties. In the event the contractor is dissatisfied with any such decision or if amicable settlement cannot be reached then all such disputed issues shall be referred to the sole arbitration of the person appointed by the General Manager of NBPPL.

34.5	The parties to the contract understand and agree that there will be no objection to any such appointment that the arbitrator so appointed is a Government servant or in the employment of NBPPL, that he had to deal with the matters to which the contract relates and that in the course of his duties or any of the matter in dispute or difference as a Government servant or as an employee of NBPPL he had expressed views in all or any of the matter in dispute or difference. The award of the arbitrator shall be final and binding on the parties to this contract.
34.6	In the event of the arbitrator dying, neglecting or refusing or resigning or transferred or being unable to act for any reason or his award being set aside by the court for any reason, it shall be lawful for the GM or his successor, as the case may be, either to act himself as the arbitrator or to appoint another arbitrator in place of outgoing arbitrator in the matter aforesaid.
34.7	The arbitrator may from time to time with the consent of both the parties to the contract enlarge the time for making the award.
34.8	Work under the contract shall continue during arbitration proceeding unless NBPPL shall order the suspension or termination thereof or any part thereof of the work or any portion of the work.
34.9	Subject arbitration as aforesaid, shall be conducted in accordance with the provision of The Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under the clause. The venue of the arbitration, if any, shall be Delhi.
35.0	CONTRACT AGREEMENT, EFFECT AND JURISDICTION
35.1	The contractor shall within Thirty (30) days from the date of LOI/P.O. but in any case before submitting his first bill for payment enter into and execute a contract agreement (to be prepared at the cost of the contractor). In the event of the failure of the contractor to execute the contract agreement within the time specified above, NBPPL may cancel the LOI and forfeit his SD unless this period is extended by NBPPL.
35.2	The agreement will be signed in seven (7) originals and the contractor shall be provided with one (1) signed original and the rest will be retained by NBPPL. These General conditions together with the specifications, tenders drawings and technical particulars, tender data with subsequent agreed modification thereof. Tender, all correspondences with NBPPL and signed agreement and other supporting documents shall constitute the contract document(s) No variation or modification of terms and conditions of the contract documents or waiver of any of these terms and conditions shall be deemed valid unless agreed in writing and signed by the NBPPL and the Contractor.
35.3	The failure of either party to endorse at any time of the provisions of the contract or any right thereto or to an option herein provided shall in no way be construed to be a waiver of such provisions, rights or option or in any way to affect the validity of the Contract. The exercise by either by either party or any of his rights herein shall not preclude or prejudice either party from exercising the name or any other right in may have hereunder.
35.4	The contract shall in all respects be deemed to be and shall be construed and shall operate as an Indian contract as defined in the Indian Contract Act 1972 and all payments there under shall be made in Indian Rupees unless otherwise specified.
35.5	The Contract shall be considered to come into force on the date of notification of Award by the NBPPL to the Contractor which may be in the form of a Fax. of Award or Letter of Intent / purchase order.
35.6	The law applicable to the Contract shall be the law in force in India. The Courts of Delhi under this contract shall have exclusive Jurisdiction in all matters arising under this contract, including Arbitration Awards.
36.0	DIRECT TAX
36.1	NBPPL shall not be liable towards income tax of whatever nature including variations thereof arising out of this order/contract as well as tax liability of the contractor and his

	personnel.
36.2	Deductions of tax at soured at the prevailing rate shall be effected by NBPPPL before payment as a statutory obligation.
37.0	PATENT RIGHTS
37.1	The Contractor shall defend any claim which allege in a suit of proceeding against NBPPPL that equipment or any part thereof constitutes an infringement of any patent, if notified promptly in writing and given authority, information and assistance for the defense and the Contractor shall pay all damage and costs awarded against NBPPPL in such suit or proceeding for the patent infringement and the use of equipment or part is prohibited, the contractor shall, at his own expenses either procure for NBPPPL the right to continue using the equipment or replace the same with a non-infringing equipment, or modify it so that it becomes non-infringing, or move the equipment and refund the Contract Price plus the transportation and installation costs thereof.
37.2	The contractor shall indemnify NBPPPL from and against all claims and proceeding for or on account of infringement or alleged infringement of any patent rights, design trade mark or name or other protected rights in respect of execution of the contract.
38.0	INDEMNIFICATION OF NBPPPL
	The Contractor shall insure all his personnel, tools and tackles, drawings etc. and shall also take a third party liability cover to indemnify NBPPPL of all liabilities such may come up due to any act or omission on the part of Contractor, his agent, representative, or subcontractor(s) and cause harm/damage to other contractor / representatives of the owner / NBPPPL or all or anybody rendering service to the owner/NBPPPL or is connected with the owner / NBPPPL work in any manner whatsoever. The Contractor shall necessarily indemnify NBPPPL in all these respects and the indemnification and insurance policy shall be subject to approval of the owner / NBPPPL.
39.0	PREVENTION OF EXTRAORDINARY TRAFFIC AND PROTECTION OF HIGHWAY
	The Contractor shall use every reasonable means to prevent any of the highways of bridges communicating with or on the routes to the Site from being damaged or injured by any traffic of the contractor or any or his sub-contractors and in particulars shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of Plant and material from and to the site shall be limited as far as reasonably possible and so that no damage or injury may be occasioned to such highways and bridges. Should it be found necessary for the Contractor to move one of more loads or construction plant machinery or reconstructed units or parts of units or work as applicable over part of a highway or bridge and that the moving or such load must in all probability damage the damage highway or bridge unless means of protection of strengthening are carried out then the contractor shall before moving the load on to such highway or bridge. Carryout such protection or strengthening at his own cost. If during the execution of the works or at anytime thereafter NBPPPL or purchaser shall receive any claim arising out of the execution of the works in respect or damage or injury to highways or bridges, he shall immediately notify the same to the contractor and thereafter the contractor shall negotiate the settlement of and pay all sum due in respect of such claim and shall indemnify NBPPPL in respect thereof and in respect or all claims demands, cost charges and expenses in relation thereto.
40.0	MEMBERS OF STAFF ETC NOT PERSONALLY LIABLE
	Neither any member of NBPPPL staff nor the Engineer, nor the Engineer representative shall be in any way personally liable for the acts or obligations under the contract or answerable for any default or omission on the part of NBPPPL in the observance or performance of any of the acts, matters, or things which are herein contained.

41.0	POWER TO VARY OR OMIT WORK
41.1	No alternations, amendments, omissions, additions, suspensions or variation of the work (hereinafter referred as %variations+) under the contract shall be made by the contractor except as directed in writing by NBPPPL. But NBPPPL shall have full power, subject to the provision hereinafter contained from time to time during the execution of the contract by notice in writing to instruct the contractor to make such variation without prejudice to the contract and the contractor shall carry out such variations and be bound by the same conditions as far as applicable, as though the said variations occurred in the contract Documents.
41.2	If any suggested variations would in the opinion of the contractor, if carried out, prevent him from fulfilling any of his obligations or guarantee under the contract he shall notify NBPPPL thereof in writing and NBPPPL shall decide forthwith whether or not the same shall be carried out and if NBPPPL confirms his instruction, the contractor's obligations and guarantee shall be modified to such and extent as may be justified.
42.0	SUSPENSION OF WORK
42.1	NBPPPL reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provision of the contract. Orders for suspension or reinstatement of the work will be issued by NBPPPL to the contractor in writing. The time for completion of the work be extended for a period equal to duration of the suspension.
42.2	Any necessary demonstrable costs incurred by the contractor as a result of such suspension of the work will be paid by NBPPPL, provided such costs are substantiated to the satisfaction of NBPPPL/owner. NBPPPL shall not be responsible for any liabilities aresuspension or delay is due to some default on the part of the contractor or his sub-contractor.
43.0	LIST OF STANDARDS FOR REFERENCE
43.1	International Standards Organisation (ISO).
43.2	International Electro-technical Commission (IEC).
43.3	American Society of Mechanical Engineers (ASME).
43.4	American National Standards Institute (ANSI).
43.5	American Society for Testing and Materials (ASTM).
43.6	American Institute of Steel Construction (AISC).
43.7	American Wilding Society (AWS).
43.8	Architecture Institute of Japan (AIJ).
43.9	National Fire Protection Association (NFPA).
43.10	National Electrical Manufacturer's Association (NEMA).
43.11	Japanese Electro-Technical Committee (JEC).
43.12	Institute of Electrical and Electronics Engineers (IEEE).
43.13	Federal Occupation Safety and Health Regulations (FOSHA).
43.14	Instrument Society of America (ISA).
43.15	National Electric Code (NEC).
43.16	Heat Exchanger Institute (HEI).
43.17	Tubular Exchanger Manufacturer's Association (TEMA).
43.18	Hydraulic Institute (HIS).
43.19	International Electro-Technical Commission Publications.
43.20	Power Test Code for Steam Turbines (PTC).
43.21	Application German Standards (AGS).
43.22	Application British Standards (ABS).
43.23	Application Japanese Standards (AJS).
43.24	Electric Power Research Institute (EPRI).
43.25	Standard of Manufacturer's Standardization Society (MSS).
43.26	Bureau of Indian Standards Institute (BIS).
43.27	Indian Electricity Rules.
43.28	Indian Boiler Regulations (IBR).
43.29	Indian Explosives Act.

43.30	Indian Factories Act.
43.31	Tariff Advisory Committee (TAC) Rules.
43.32	Emission regulation of Central Pollution Control board (CPCB).
43.33	Pollution Control regulations of Dept of Environment Govt. of India.
43.34	Central Board of Irrigation and Power (CBIP) Publications.
43.35	Any other statutory Codes/ Standards/ Regulations.

44.0	DEVIATIONS – LISTING
	<p>44.1 Tenders shall be submitted strictly in accordance with the requirements of tender documents. In case of deviations from NIT, the tenderer shall give cost of withdrawal of such deviation in Sealed Cover as per Annexure-Q.</p> <p>44.1.1 If bidder insists for price variation clause (PVC) where NIT specifies Firm price, the offer should contain:-</p> <p>a) PVC Formula</p> <p>b) Ceiling for PVC</p> <p>c) Base date and applicable indices for the base date.</p> <p>Open ended PVC formula is not acceptable. Indices shall be based on Government of India/ RBI publications/ IEEMA/ LME or any other Government Agency. However, NBPPL reserves the right to accept/ reject the offer with PVC.</p> <p>44.1.2 Security Deposit / Security Deposit Performance Bank Guarantee (SDPBG)</p> <p>Non submission of Security Deposit / SDPBG : No deviation is permitted</p> <p>44.2 DEVIATIONS FROM NIT</p> <p>44.2.1 Deviations (Commercial as well as Technical) from NIT are generally not acceptable. In case of deviations from NIT, the tenderer shall give cost of withdrawal of such deviation in Sealed Cover as per Annexure-Q.</p> <p>44.3 LOADING FOR COMMERCIAL DEVIATIONS (WHERE COST OF WITHDRAWAL NOT GIVEN)</p> <p>44.3.1 For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-W will apply.</p> <p>44.3.2 Interest Rate for loading will be taken as Base rate of SBI (as applicable on the date of bid opening, Techno-commercial bid, in case of 2 part bids) + 6% for the period of relaxation sought by the bidders.</p>