



VOLUME	IIIC	SPECIAL CONDITIONS OF CONTRACT (SUPPLY)
PACKAGE	Wagon Tippler Package for Coal Handling Plant (CHP) Scope of work – The package covers design, engineering, manufacture, supply, assembly, inspection and testing at manufacturer's and/or his sub – contractors works, proper packing, delivery at site, transportation, unloading/handling at site, storage at site, erection, site painting, commissioning, testing, all E&C works for Wagon Tippler Package including mandatory spares/recommended spares/special tools & tackles for maintenance, start up, pre commissioning & commissioning spares, first fill & consumables as specified of Wagon Tippler Package as defined in the Technical Specification (Volume I and Volume II) of Tender Documents. The scope also includes complete civil engineering of Wagon Tippler Package including Side-arm charger, switchgear and control room building, all cable trestles of wagon tippler.	
CAPACITY	1X500 MW	
PROJECT	FGUTPP, 1X500 MW, STAGE-IV, UNCHAHAR, U.P	



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This volume shall be construed as part of tender document and shall be read along-with others volumes of tender. Unless otherwise specified, in case of any conflict or inconsistency between the general and technical conditions, the same shall be brought out by the bidder in writing to NBPPPL for clarification or during pre-bid discussions, if applicable, failing which most stringent interpretation in favour of NBPPPL shall be adopted and the same shall be binding to the bidder.

CLAUSE NO	DESCRIPTION
1.0	PROJECT SYNOPSIS AND GENERAL INFORMATION
1.1	<p>DETAILS OF PROPOSED STAGE/ UNITS</p> <p>Name of the Owner : NTPC LIMITED.</p> <p>Address : FGUTPP, 1X500 MW, STAGE-IV, UNCHAHAR, U.P</p> <p>New Installation : 1 x 500 MW, Stage IV</p> <p>Nearest Railway Station : Unchahar Junction Railway Station</p> <p>Nearest City/Town : Rai Bareli, Lucknow, Allahabad</p>
2.0	SITE VISIT
	The bidder must visit site, to acquaint themselves with the conditions prevailing at site and in & around the plant premises, together with all statutory, obligatory, mandatory requirements of various authorities before submission of bid.
3.0	NAME OF WORK
	Wagon Tippler Package for Coal Handling Plant (CHP)
4.0	BROAD SCOPE OF WORK
4.1	<p>Scope of work – The package covers design, engineering, manufacture, supply, assembly, inspection and testing at manufacturer’s and/or his sub – contractors works, proper packing, delivery at site, transportation, unloading/handling at site, storage at site, erection, site painting, commissioning, testing, all E&C works for Wagon Tippler Package including mandatory spares/recommended spares/special tools & tackles for maintenance, start up, pre commissioning & commissioning spares, first fill & consumables as specified of Wagon Tippler Package as defined in the Technical Specification (Volume I and Volume II) of Tender Documents.</p> <p>The scope also includes complete civil engineering of Wagon Tippler Package including Side-arm charger, switchgear and control room building, all cable trestles of wagon tippler.</p>
4.2	Splitting up of supply contract into two supply contracts one for Indian supply and other for the foreign supply would not be entertained.
4.3	The scope of work broadly covers as per specification & elsewhere in the document

	but shall not be limited to the following.
4.3.1	Detail design of all equipments & sub-system and work as per specification.
4.3.2	Preparing the manufacturing quality plan.
4.3.3	Complete manufacturing of all equipments/ sub-system including shop, field testing and assembly as per specification.
4.3.4	Providing special tools & tackles and services necessary for the satisfactory execution of the contract.
4.3.5	Providing requisite sets (both hard & soft copy) of engineering drawings; RTF; data; operation & maintenance (O&M) manual; as-built drawing; plant handbook, storage, preservation & painting manual; erection manual etc as specified elsewhere in the tender.
4.3.6	Arranging inspection of equipments and accessories etc. at manufacturer's/ sub vendor's premises.
4.3.7	Packing & transportation of goods from manufacturer's works/ sub vendor's works.
4.3.8	Any equipments not specified here but required to make the equipments complete shall be under the scope of vendor.
4.3.9	Providing preventive routine maintenance schedule of the equipment/ sub-system.
4.3.10	Transportation of materials on FOR destination/ site basis & door delivery of materials at site.
4.3.11	Preparing schedules and furnishing progress report in requisite mode and number.
4.4	All other points shall be as per the terms & conditions and specification along with aforesaid references together with amendments incorporated thereto.
5.0	ENGINEERING SERVICES
	As part of the overall project management activity, the vendor shall be responsible for proper engineering and coordination activities during various phases of execution of the contract. The vendor shall identify one Engineering Manager with whom NBPPL will interact on all matters on coordination between NBPPL and the contactors. The Engineering Manager shall be the single point contact person on behalf of the vendor and shall be responsible for all engineering coordination.
6.0	SERVICES TO BE RENDERED BY THE VENDOR
6.1	Services for complete engineering, coordination and project management as detailed elsewhere in this tender.
6.2	Services for shop test, quality assurance, as detailed elsewhere in this tender.
6.3	Supply of main equipment along with other items as per specification maintaining sequential dispatch.
6.4	Supply of first fill of lubricants for all equipment including second fill/ replenishment as necessary after commissioning till handing over of the plant/ equipment
6.5	Furnishing of all document, drawing, design basis, reports, instruction manuals, etc including 'As-built drawing'.
6.6	Furnishing preservation schedule with all details of preservation method and preservatives required storing.
6.7	DOCUMENTS
6.7.1	The vendor shall furnish 15 (fifteen) sets of approved drawing & documents 6 months prior to commissioning.
6.7.2	The vendor shall furnish 15 (fifteen) sets of operation & maintenance (O&M) manuals 3 months prior to commissioning.



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6.7.3	The vendor shall furnish 15 (fifteen) sets of plant handbook covering design, performance data, P&IDs, SLDs, flow charts, sequence, protection & interlock scheme, alarm & trip valves, performance curves, GA & layout drawings, important Do's and Do not's' etc 3 months prior to commissioning.
6.7.4	The vendor shall furnish 15 (fifteen) sets of as-built drawing along with 4 copies of CD ROM.
6.7.5	The vendor shall furnish 15 (fifteen) sets of storage, preservation & painting manual.
7.0	GENERAL TECHNICAL REQUIREMENTS (CODES & STANDARDS)
7.1	Except where otherwise specified, the plant/ equipment shall comply with appropriate Indian Standard or an agreed internationally accepted standard specification as mentioned elsewhere in contract specifications, each incorporating the latest revisions at the time of tendering. Where no internationally accepted standard is applicable, the bidder shall give all particulars and details as necessary; to enable NBPPL to identify all of the plant/ equipment in the same detail as would be possible had there been a standard specification.
7.2	In case bidder proposes alternative codes or standards in offer, they shall include one copy (in English) of each standard specification to which materials offered shall comply in their offer. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
7.3	In the event of any conflict between the codes & standards referred above, and requirements of this specification, the requirements which are more stringent shall govern.
7.4	Wherever specified or required, the plant/ equipment shall conform to various statutory regulations such as Indian Boiler Regulation, Indian Electricity Rules, Indian Explosive Act, Factories Act etc, wherever required. Obtaining approval for plant/ equipment supplied under the specification from statutory authorities shall be the responsibility of the vendor.
8.0	QUALITY PLAN
	The bidder shall furnish the quality assurance plan which would be approved by NBPPL/ owner.
9.0	QUALITY ASSURANCE PROGRAMME
	To ensure that the equipment & services under the scope of the contract whether manufactured/ performed at vendor's works or at his sub-vendor's premises or at any other place of work are in accordance with the specifications the vendor shall adopt suitable quality assurance programme to control activities as necessary. Such programme shall be outlined by the vendor and shall be finally accepted by NBPPL/ owner/ authorised representative. A quality assurance programme of the vendor shall generally cover the following.
9.1	The organization structure and qualification data of key personnel for the management and implementation of the proposed quality assurance programme.
9.2	System for site erection control including process controls, fabrication and assembly controls.
9.3	The procedure for purchase of materials, parts, components and selection of sub vendor's service including vendor analysis, source inspection, incoming raw material inspection, verification of materials purchased etc.



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9.4	System for shop manufacturing and site erection control including process control, fabrication and assembly controls.
9.5	Control of non-conforming items and system for corrective actions.
9.6	Inspection and test procedure for all site related works.
9.7	Control of calibration and testing of measuring and testing equipment.
9.8	System for quality audit.
9.9	System for indication and appraisal of inspection status.
9.10	System for authorizing release of manufactured product to NBPPPL.
9.11	System for handling storage and delivery.
9.12	System for maintenance of records.
9.13	Furnishing of quality plan for manufacturing and field activities detailing out the specific quality control procedures adopted for controlling the quality characteristics relevant to each item of equipment/ component.
10.0	GENERAL REQUIREMENTS - QUALITY ASSURANCE
10.1	All materials, components and equipment covered under this specification shall be procured, manufactured, and tested at all the stages, as per a comprehensive Quality Assurance Program. An indicative program of inspection/ tests to be carried out by the vendor for some of the major items is given in the respective technical specification. This is however not intended to form a comprehensive program as it is the responsibility of the vendor to draw up and implement such program duly approved by NBPPPL. The detailed quality plan for manufacturing should be drawn up by the bidder and will be submitted to NBPPPL for approval.
10.2	Manufacturing quality plans will detail out for all the equipment and components, various tests/ inspection to be carried out as per requirement of this specification and standards mentioned therein and the quality practices and procedures etc to be followed by vendor's quality control organization during various stages of materials procurement, manufacturing, assembly and final testing/ performance testing.
10.3	The bidder shall furnish the copies of the reference documents/ plant standards/ acceptance norms/ tests and inspection procedures etc as referred in quality plans along with quality plan. These quality plans and reference documents/ standards etc will be subject to NBPPPL/ owner's approval, without which manufacturing will not proceed. These approved documents will form part of the contract. In these approved quality plans NBPPPL/ authorised representative shall identify customer hold points, test/ checks which shall be carried out in presence of NBPPPL/ owner's representative and beyond which work will not proceed without consent of NBPPPL/ owner. All deviations to the specifications, approved quality plan and applicable standards must be documented and referred to NBPPPL for approval & disposition.
10.4	Quality audit/ approval of the results of tests and inspection will not prejudice the right of NBPPPL to reject equipment not giving the desired performance after erection and shall not in no way limit the liabilities and responsibilities of the vendor in earning satisfactory performance of equipment as per specification.
10.5	Repair/ rectification procedures to be adopted to make any job acceptable shall be subject to the approval of NBPPPL/ owner.
11.0	QUALITY ASSURANCE DOCUMENTS
11.1	The vendor shall be required to submit the following Quality Assurance Documents within 2 weeks after dispatch of the equipment.
11.1.1	Test report of components.

11.1.2	The inspection plan with verification, inspection plan check points, verification sketches, if used and methods used to verify that the inspection and testing points in the inspection plan were performed satisfactorily.
11.1.3	Non-destructive examination results/ reports including radiography interpretation reports.
11.1.4	Welder identification list listing welders and welding operator's qualification procedures and welding identification symbols.
11.1.5	Sketches and drawings used for indicating methods of traceability of the radiographs to the location of the equipment.
11.1.6	Stress relief time temperature charts.
11.1.7	Factory test results for testing required as per applicable codes and standards referred to in the specification.
11.1.8	Inspection report duly signed by QA personnel of NBPPPL and vendor for the agreed inspection hold points. During course of inspection the following will also be recorded.
11.1.8.1	When some important work repair work is involved to make the job acceptable.
11.1.8.2	The repair work remains part of the accepted product quality.
11.1.8.3	Letter of conformity certifying that that requirement is in compliance with finalized specification requirements.
12.0	INSPECTION, TESTING AND INSPECTION CERTIFICATES
12.1	The engineer, his duly authorized representative and/ or an outside inspection agency acting on behalf of NBPPPL/ owner shall have access at all reasonable times to inspect & examine the materials & workmanship of the works during its manufacture and if part of the works is being manufactured or assembled on other premises or works, the vendor shall obtain for the engineer and for their duly authorised representative permission to inspect as if the works were manufactured or assembled on vendor's own premises or works. Necessary arrangement for carrying out inspection including supply of labour, IMTEs, area illumination and scaffolding, if required will be vendor's responsibility and same has to be carried out within the quoted price.
12.2	To facilitate advance planning of inspection in addition to giving inspection notice the vendor shall furnish quarterly inspection program indicating schedule dates of inspection at customer hold point and final inspection stages. Updated quarterly inspection plans will be made for each 3 consecutive months and shall be furnished before beginning of each calendar month.
12.3	Before any plant/ equipment leaves the place of manufacture NBPPPL shall be given the option of witnessing inspections & tests for compliance with specifications & related standards. The vendor shall give the engineer/ inspector 15 days written notice of any material being ready for testing. Such test shall be to the vendor's account except for the expenses of the inspector. The engineer/ inspector, unless the inspection is waived will attend such tests within 15 days of the date on which the equipment is notified as being ready for test/ inspection, failing which the vendor may proceed with test which shall be deemed to have been made in the inspector's presence and he shall forthwith forward to the Inspector duly certified copies of test reports.

12.4	The engineer or inspector shall within 15 days from the date of inspection as defined herein give notice to the vendor of any objection wrt drawing/ equipment/ workmanship which in his opinion not in accordance with the specification/ contract. The vendor shall either make modification as may be necessary to meet the said objection or explain to the engineer/ inspector giving reasons that no modifications are necessary to comply with the contract.
12.5	When the factory tests have been completed at the vendor's or sub-vendor's works, the engineer or inspector shall issue a certificate to this effect within reasonable time after completion of tests but if the tests are not witnessed by the engineer or Inspector the certificate shall be issued within 15 days of the receipt of vendor's test certificate by the engineer inspector. Completion of these tests or the issue of the certificates shall not bind NBPPPL to accept the equipment should it on further tests after erection be found not to comply with the contract.
12.6	In all cases where the vendor provides the tests at the premises of the vendor or any sub-vendor, the vendor except where otherwise specified shall provide free of charge such items as labour, materials, electricity, fuel, water, stores, apparatus and instruments as may be reasonably demanded by the engineer/ inspector to carry out effectively such tests on the equipment in accordance with the contract and shall give facilities to the engineer/ inspector to accomplish testing.
13.0	OPERATING MANUAL AND MAINTENANCE INSTRUCTIONS
13.1	The vendor shall provide at least 6 months before the time of commissioning, all necessary operating & maintenance (O&M) manual. The O&M manual shall be submitted in the form of one reproducible original and 15 copy.
13.2	The information which shall be contained in loose stiff backed covers, shall include following in addition to whatever has been specified in the documents of this tender.
13.2.1	A complete inventory of all main items of plant/ equipment with identification details.
13.2.2	A complete set of all drawings, schematics, data sheets, schedules etc.
13.2.3	Service manuals for all plant and equipment giving full descriptions of the main items and auxiliary items.
13.2.4	A schedule of recommendations for routine maintenance of all equipment inspection point, information on detection, cause and rectification of troubles and faults.
13.2.5	A lubrication schedule with all necessary drawings.
13.2.6	Manufacturer's literature for all the self-manufactured and bought out items.
13.3	Acceptance of O&M manual is subject to approval of NBPPPL.
14.0	PROJECT MANAGEMENT
	To meet the need of project management, vendor shall provide the following services within quoted/ accepted prices.
14.1	PLANNING & MONITORING
14.1.1	The vendor shall prepare L1 schedule/ network of engineering, manufacturing, testing, and procurement of sub-vendor items, so as to meet overall project schedule as per completion schedule given in this document. This network must conform to the overall project schedule. Vendor should also ensure monitoring of these activities regularly and as required by NBPPPL.
14.1.2	void
14.1.3	void



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14.1.4	Based on L1 network, the vendor will prepare L2 network which will indicate exhaustive list of activities of engineering, procurement of raw materials, manufacturing, testing, procurement of sub-vendor items, and dispatch as per completion schedule given in this document. This network must include all milestone and key activities for each subsystems/ components in the areas of engineering (wherever applicable), procurement, manufacture (wherever applicable), dispatch, erection/ commissioning.
14.1.5	Based on L2 network the vendor will develop L3 network, which will indicate micro details of each activity of L2 network and also show customer/ NBPPPL hold points, responsibility of the customers/ NBPPPL and vendor.
14.1.6	Above schedules are to be preferably made in PRIMAVERA, so that the same is compatible with NBPPPL's project management software.
14.1.7	Above schedules/ networks would be submitted to NBPPPL sequentially by the vendor within 15 days from date of LOA or otherwise specified by NBPPPL after placement of LOA and finalized within a month.
14.2	PROGRESS REPORTING
14.2.1	The vendor shall prepare and submit to NBPPPL monthly progress report indicating progress on key activities, management summary for critical activities, list of actions requiring attention of NBPPPL in floppies/ CD (compatible to NBPPPL software) and also in requisite number of hard copies. The input & output data for all such schedule shall be furnished to NBPPPL in a manner compatible with NBPPPL software available at site. A copy of the progress report must be submitted to Project Manager latest by 7 th of every month covering the detailed progress achieved in the previous month.
14.2.2	The progress report shall indicate the progress achieved against planned with reasons indicating delays, if any, and shall give the remedial actions which the vendor intends to take to make good the slippage or lost time, so that further works again proceed as per the original program and the slippage's do not accumulate and effect the overall program.
14.2.3	Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed or actions to be taken for achieving targets. The program of subsequent week shall also be presented by vendor for discussions. The vendor shall constantly update/ revise work program to meet the overall requirement.
14.2.4	Periodic progress reviews on the entire activities of execution in respect of supply and works in scope of bidder will be held once in a month at New Delhi/ site. These meetings will be attended by reasonably higher officials of the vendor and will be used as a forum for discussing all areas where progress needs to be speeded up. The vendor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided upon such meetings.
14.2.5	During construction contractor shall take an average ten colour digital photograph / slides (indicating date) each month (not less than two per week) of the works during progress or damage to the machine parts, if any, as directed by NBPPPL site engineer. In case of failure in providing such photograph in each month, an amount of Rs. 1,000/- per month shall be deducted from contractor's RA bill.
14.2.6	Successful bidder has to provide electronic/ computerized storing and re-production/ printing/ plotting of various data, log sheets, protocols, measurements etc. These may be stored in virus free floppies (1.44 MB)/ DVD & handed over to NBPPPL as per requirement.



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15.0	COMMUNICATION The vendor shall be responsible for arranging all communication facilities for themselves at their office. The vendor has to establish independent internet/e-mail facilities with mobile connection for all key site personnel and same shall have to be integrated with NBPPPL's voice/ data network and database systems at site. The vendor's office must have facilities of communications like fax, E-mail and telephone with STD facility etc.
16.0	INSURANCE
16.1	NBPPL shall arrange comprehensive MCE (marine cum erection) insurance policy for total project supply & services including balance of plant package covering transit risks & loss, destruction or damage during handling at site, storage, civil works, erection, testing and commissioning up to trial operation completion of each unit including theft, sabotage, fire, lightning and other natural calamities.
16.2	Vendor shall timely intimate dispatches to the underwriter. Name of the underwriter and Policy No shall be intimated in due course of time.
16.3	Vendor shall report to NBPPPL in writing any damages to equipments/ components on receipt, storing and during withdrawal of the materials from stores, in transit to site & unloading at place of work and during erection & commissioning till trial operation completion. The report shall be as prescribed by NBPPPL site. Any consequential loss arising out of non-compliance of this stipulation will be borne by vendor.
16.4	The vendor will take necessary precautions/ due care to protect the material at Project site, while in his custody from any damage/ loss till the same is taken over by NBPPPL or customer at Project site. For lodging/ processing of insurance claim the vendor will submit necessary documents. NBPPPL will reserve the right to recover the loss from the vendor as detailed below in case the damage/loss is due to negligence/ carelessness on the part of the vendor. In case of theft of material under vendor's custody, the same shall be reported to police by the vendor immediately, and copy of FIR and subsequently police investigation report shall be submitted to NBPPPL/ customer for taking up with insurance. However this will not relieve the vendor of his contractual obligation for the material in his custody.
16.5	In case the claim is summarily rejected by the underwriters due to willful negligence of the vendor, the entire cost of repair/ replacement will be recovered from the vendor.
16.6	It will be responsibility of vendor to replenish the items lost/ damaged in time without hampering the schedule of work and without waiting for settlement of insurance claim. Amount received from the underwriters on settlement of insurance claim shall be passed on to the vendor as and when available.
17.0	TAXES AND DUTIES
	17.1 EXCISE DUTY
	17.1.1 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.
	17.1.2 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.

17.1.3 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.

17.1.4 Invoice cum Excise duty gate pass (Excise Invoice) should contain the name of the ultimate consignee as per Order/ Contract/ Special Conditions of Contract.

17.1.5 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.

17.1.6 Excise duty shall be paid at actual against documentary evidence but restricted to the amount and percentage indicated in the Order/ Contract.

17.1.7 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.

17.1.8 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.

17.1.9 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.

17.1.10 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 the format enclosed at Annexure-VI within 30 days from end of the Quarter, giving State-wise invoice details.

17.1.11 VAT invoices, in format prescribed by the respective State Sales Tax Act; have to be submitted in the name of Nodal Agency specified in Special Conditions of Contract/ Shall be intimated later.

17.2 SALES TAX / VALUE ADDED TAX (VAT) FOR CIVIL WORKS (IF APPLICABLE)

17.2.1 In civil works, as transfer of property in goods is involved, Bidder need to bid after taking Cenvat of (VAT) on Inputs like Steel and Cement and other Material while quoting. For the purpose of VAT the contractor has to maintain the complete data relating to the expenditure incurred towards wages etc. in respect of the staff/workers employed for this work as also details of purchase of materials like Steel, Cement, Other Materials, consumables, spares etc., inter alia indicating the name of the

supplier, address and VAT Registration No. and VAT paid for the purchases, etc. The bidder has to necessarily quote and execute under NON COMPOSITION Scheme as per Relevant State VAT Authorities. The prices shall be exclusive of VAT. Contractor has to give "Tax Invoice" under the relevant VAT act. The contractor has to take all necessary steps to minimize tax on input goods by purchasing the materials from any registered dealer of the concerned state only.

17.2.2 The bidder shall get registered with State VAT authorities and the registration certificate shall be forwarded to NBPPPL immediately after commencement of work. In case the bidder had already registered under respective State VAT, they must quote their registration Number and forward copy of Registration Certificate while submitting this tender.

17.2.3 The monthly/quarterly VAT return, duly incorporating the erection income from NBPPPL as turnover, should be submitted to NBPPPL at regular intervals with all annexure and details of payment of VAT (WCT).

Contractor has to obtain VAT Clearance Certificate from the concerned authorities as per the provisions of local VAT act, on completion of the project and submit along with the final bill.

The bidder shall quote very competitive price after taking into consideration of above points.

17.3 Service Tax (For Structural Works and Erection and Commissioning)

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 NBPPPL 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 NBPPPL for this project. The bidder shall obtain prior consent of NBPPPL before billing the service tax amount.

For the purpose of claiming any Service Tax from NBPPPL, 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:-

The name, address and registration number of the contractor.

The name and address of the party receiving taxable service (NBPPPL).

Description, classification and value of taxable service provided and

The Service Tax payable thereon.

All the four conditions shall be fulfilled in the invoice for payment of Service Tax by NBPPPL. 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.

17.4 Other Taxes & Levies.

17.4.1 Any other taxes and duties (except Excise, CST/VAT (for Self Manufactured Items Only) VAT & Service Tax (for Civil & E&C)) if any, as applicable, viz. Octroi, Licenses, BOCW Cess, 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 NBPPPL is forced to pay any such taxes, NBPPPL shall have the right to recover the same from the bidder either from running bills or otherwise as deemed fit.

17.5 New Levies / Taxes and Alteration of Tax Structure.

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

17.5.2 In case Government Alters the Existing Tax Structure, NBPPPL 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 NBPPPL.

17.6 Statutory Variations

17.6.1 Statutory variations are applicable only in the cases of Excise, CST/VAT (For self Manufactured Items), Value Added Tax and Service Tax (for Civil & E&C). 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 NBPPPL. In case of decrease in the rate of Taxes beyond the contract period the benefit of such revision has to be passed on to NBPPPL. 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.

17.6.2 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.

17.6.3 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>17.7 CUSTOMS DUTY</p> <p>17.7.1 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>17.7.2 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> <p>17.8 DIRECT TAX</p> <p>17.8.1 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>17.8.2 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>
17.9	Void
17.10	Entry Tax: Entry Tax as applicable shall be reimbursed by NBPPPL.
17.11	N.A.
17.12	N.A.
17.13	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.
17.14	Other than above, no taxes & duties are payable.
17.15	NA
18.0	<p>COMPLETION PERIOD</p> <ol style="list-style-type: none"> Entire work as detailed in tender specification shall be completed within 15 Months from the date of LOA. In order to meet above schedule in general, and any other intermediate targets set, to meet customer/ project schedule requirements, contractor shall arrange & augment all necessary resources from time to time on the instructions of EMPLOYER. <p>The work under the scope of this contract is deemed to be completed in all respects, only when all the works are carried out as per satisfaction of EMPLOYER. The decision of EMPLOYER on completion date shall be final and binding on the contractor</p>
19.0	<p>SCHEDULE OF SUPPLY</p> <p>The vendor shall furnish the L-1, L-2, L-3 schedule indicating break-up of supply of various items under this specification matching with project schedule as referred in the tender within the stipulated completion period.</p>
20.0	<p>ESCALATION/ PVC</p> <p>Not applicable for this tender.</p>
21.0	<p>OVER RUN COMPENSATION (ORC)/ RATE REVISION</p> <p>Not applicable for this tender.</p>



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22.0	MOBILISATION ADVANCE/ INTEREST BEARING RECOVERABLE ADVANCE No mobilization advance /IBRA is applicable for this contract.
23.0	SECURITY DEPOSIT Security deposit for this part of specification shall be governed by the provision of GCC, Volume-III.A. Alternately, bidder may submit bank guarantee equivalent to 100 % of security deposit amount.
24.0	PERFORMANCE BOND Performance bond for this part of specification shall be governed by the provision of GCC, Volume-III.A.
25.0	PAYMENT TERMS
25.1	Payment shall be made by NBPPPL within 60 days of receipt of invoice subject to its completeness in all respects as per NBPPPL's procedure. All admissible recovered/ adjustments etc. shall be made from the interim payable amount. NBPPPL may release payment through electronic mode, for which bidder shall comply with necessary requirement. Total Erection & Commissioning Charges excluding service tax should be minimum 25% (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.
25.2	1.1 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE) 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. OR i) Five percent (5%) of basic price of materials portion, (excluding taxes, duties & freight) against approval of major design documents and manufacturing quality plan as certified by Engineering. Design documents and quality plan shall be as defined in the Technical Specifications. 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. 1.1.2 (a) Fifteen percent (15%) of basic price of materials supplied along with freight, if 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. 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 PAYMENT FOR STRUCTURAL WORKS FOR TURNKEY PACKAGES.

Structural Works (Site Fabrication) (Applicable Structural work of the package).

The Structural Works Price Component of the Contract Price shall be paid as under:

- (i) **Thirty Nine Percent (39%)** of the total Structural Works Price component of Contract Price shall be paid on pro-rata basis on fabrication of Structural Steel and certification by the Engineer in Charge on the quantum of work performed and the Engineer in Charge field quality surveillance representative for successful completion of quality check points involved in the quantum of work.
- (ii) **Twenty Eight Percent (28%)** of the total Structural Works Price component of Contract Price shall be paid on pro-rata basis on erection of Structural Steel and certification by the Engineer in Charge on quantum of work performed and by the Engineer in Charge field quality surveillance representative for successful completion of quality check points involved in the quantum of work.
- (iii) **Twenty Three percent (23%)** of the total Structural Works price component of Contract Price shall be paid on pro-rata basis on final alignment, bolting or welding etc. including primer coats of painting on certification by the Engineer in Charge on quantum of work performed and by the Engineer in Charge field quality surveillance representative for successful completion of quality check points involved in the quantum of work.
- (iv) **Ten percent (10%)** of the total Structural Works Price component of Contract Price shall be released by Site authorities/ Region on successful commissioning of the complete system/ package.

1.4 PAYMENT FOR MANDATORY SPARES

- 1.4.1 Ninety percent (90%) 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>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.</p> <p>2.0 Vendors shall submit documents for payment directly to NBPPPL. 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.</p> <p>Note:</p> <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.</p> <p>c. Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of MRC payment.</p>
25.3	Detail billing schedule shall be submitted by the successful vendor to NBPPPL for approval within 60-days of LOA or otherwise specified by NBPPPL after placement of LOA.
25.4	NBPPPL 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.
25.5	<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 NBPPPL inspection complete accepted CQIR and Test Certificates/ Inspection Reports duly verified and accepted by NBPPPL 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>



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25.6	<p>For Payment through Bank</p> <ol style="list-style-type: none">Supplier invoice along with documentary evidence of taxes paid.Original LR (Consignee Copy)Item wise Packing List indicating Quantity/Gross weight / Net weightIn 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.In case of NBPPPL inspection complete accepted CQIR and Test Certificates/ Inspection Reports duly verified and accepted by NBPPPL shall be required.Copy of letter addressed to Insurance Co.Guarantee CertificateAny other documents required by Customer. <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 NBPPPL demurrage, if any.</p>
25.7	<p>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.</p>
25.8	<p>For payment against Contract Closing Supplier's Final invoice showing total value billed so far to NBPPPL duly reconciled with NBPPPL and co-relation chart of Dispatch and MRC bills raised on NBPPPL and No due certificate signed by EIC.</p>
25.9	<p>For payment against siteactivities like Erection / commissioning / civil activities etc.</p> <p>Payment shall be made by NBPPPL on submission of the following: required no. of sets shall be decided by Construction Manager:</p> <ol style="list-style-type: none">InvoiceMeasurement of work done duly certified by NBPPPL Engineer at siteProtocols for work done, jointly signed by Contractor / NBPPPL and its Customer.Any other document as required by NBPPPL Engineer at site
25.10	<p>Issue of C form.</p> <p>Request for "C Form" in exchange for E-I/E-II Form may be submitted to Head (Finance) /NBPPPL 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.</p>
25.11	<p>Payment from Customer</p> <p>For receiving payment from the Customer, NBPPPL 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</p>

of MDCC as per S. No. 25.1) to NBPPPL 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), 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.

1.5 The Consignee copy of the LR will then be forwarded to the Consignee.

1.6 The Consignee will make an endorsement on the reverse of the LR as follows:

"Please deliver to the order of M/s NBPPPL Name and address of the party who has placed order on them and mention the sales tax registration number of such party."

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.

1.8 The final Contractor of NTPC on receipt of the LR(s), will forward the same to NBPPPL after making an endorsement on the reverse of the LR as follows:

Please deliver to the order of NBPPPL CST no.....(Shall be intimated later)

1.9 NBPPPL will make an endorsement on the reverse of the LR as follows:

"Please deliver to the order of NTPC".

NBPPPL shall further endorse the LR in favour of NTPC.

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, NBPPPL 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.



VOLUME- IIIC -SPECIAL CONDITIONS OF CONTRACT (SUPPLY)

26.0	GUARANTEE
26.1	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.
26.2	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.
26.3	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.
26.4	The acceptance of the equipment by the engineer shall in no way relieve the vendor of his obligation under this clause.
26.5	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.
26.6	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.
26.7	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.
26.8	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.
26.9	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.

27.0

COMPENSATION FOR DELAY/LIQUIDATED DAMAGES

27.1

If the bidder fails to maintain the required progress of work which results in delay in the Completion of the following works as per the contractual completion period indicated for individual areas indicated below, NBPPPL shall have the right to impose Liquidated Damage at the rate of 0.5 % of the contract value, per week of delay or part thereof subject to a maximum of ceiling specified below. For this purpose, the period of delay shall be the delay attributable to contractor for the completion of work as per contract. Contract Value for this purpose, shall be the final executed value.

MILESTONE LDs DEPENDING UPON THE FOLLOWING MILESTONES:

27.1.1 If handing over of major Milestone Jobs of the following areas goes beyond the time as specified below from the date of LOA (Letter of Award, henceforth referred as LOA) and if the delay is attributed to contractor, amount of LD shall be imposed as follows:

Contractor to Mobilize at Site within 15 days from date of Letter of Award (LOA)

Sl. No	Description	Completion Period from LOA	Milestone LD in %
(1)	(2)	(3)	(4)
1	First submission of civil drawings for Wagon tippler package	2 Months	0.5%
2	Completion of Procurement of BOIs	8 Months	--
3	Completion of Engineering	10 Months	0.5%
4	Erection of Wagon Tipplers and Side-arm Charger	12 Months	--
5	Readiness of Electrical and C&I Work	13 Months	--
6	Erection of Dust suppression System	13 Months	--
7	Readiness of MCC and Control Room for Commissioning of Wagon Tippler Package	14 Months	--
8	Trial Run and Commissioning of Complete System	15 Months	--

27.1.2 If the completion time taken is more than 15 months from the date of LOA maximum LD amount of 10% shall be imposed.

27.1.3 In case of simultaneous imposition of LD (Pertaining to clause No. 27.1.1 and 27.1.2 above) for the complete job, the ceiling limit for LD (Combining LDs from clause No.27.1.1 and 27.1.2 above) shall be limited to 10% of total contract value.



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	<p>27.1.4 Contract value for imposition of LD shall be the total contract value of both the supply & services contract added together excluding Taxes, Duties and Freight and not the derived value for individual areas.</p>
27.2	<p>NBPPL shall deduct the amount of such Liquidated Damages (LD) from any money due or which may become due to the vendor and/or recover such LD from the bank guarantees/ security deposit of the vendor. To be entitled to impose such LD, NBPPL will not be required to prove that has incurred such amount as actual damage.</p>
27.3	<p>NBPPL reserve the right to purchase from elsewhere on account of and at the risk & cost of the vendor without notice to the vendor of the equipment/ materials not so delivered, without canceling the order/ contract in respect of the equipment/ materials not yet due for delivery.</p>
27.4	<p>NBPPL reserve the right to cancel the order / contract or a portion thereof for the stores not so delivered at the risk & cost of the vendor and the vendor shall be liable to NBPPL for any excess costs thereof.</p>
27.5	<p>The vendor shall continue the performance of the order/ contract under all circumstances, to the extent not cancelled.</p>
27.6	<p>Where action is taken as per above, the vendor shall be liable for any loss, which NBPPL may sustain on that account. The vendor shall not be entitled to any gain on such purchase and the manner and the method of such purchase shall be at the discretion of NBPPL. It shall not be obligatory on any part of NBPPL to serve a notice of such purchase on vendor.</p>
28.0	CONTRACT PRICE
28.1	<p>Bidder shall quote their rates/ prices strictly as per Price Schedule (latest revision) only.</p>
28.2	<p>While, total price (Supply & service parts together) will be considered for evaluation, separate order will be placed for supply part as per price schedule.</p>
29.0	DIVISIBLE CONTRACT
	<p>Notwithstanding anything stated elsewhere in this tender, the contract to be awarded shall be on the basis of supply & service contract (divisible contract) on single source responsibility. In the mode of contracting on the basis of supply & service, the supply part & service part of the contract will relate to pertinent price components of Price Schedule (Latest revision only).</p> <p>But the two contract shall not in any way dilute the responsibility of the bidder for the successful completion of the job as per tender specification and both the contracts shall contain a cross-fall breach clause, namely that a breach in one contract shall automatically be classified as a breach on the other contract which will confer a right on NBPPL to terminate the other contract at the risk and cost of the bidder.</p> <p>The title of the ownership of goods to be supplied shall pass on to the owner on dispatch ex-works/ FOR destination. However till the scope is completed in all respect and the plant/ equipment is taken over by the owner the goods shall remain with the custody of the bidder.</p>
30.0	MATERIAL DESPATCH CLEARANCE CERIFICATE (MDCC)
30.1	<p>MDCC shall be issued by NBPPL/ owner or their authorized representative prior to dispatch. In case the tests are not witnessed by NBPPL/ owner's representative, the test certificates shall be submitted to owner through NBPPL and MDCC will be issued thereafter.</p>



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30.2	Copy of MDCC and other dispatch document shall accompany with every dispatch, failing which the consignment shall not be allowed to enter the project premises.
31.0	MATERIAL RECEIPT CERTIFICATE (MRC)
	MRC shall be issued by NBPPL/ owner or their authorized representative after the material is received at site in good condition.
32.0	CONSIGNEE
	Consignee for material shall be intimated on a later date.
33.0	DESPATCH
33.1	All materials/ plants/ equipments shall be transported by road including ODC consignment. Dispatch shall only be made after inspection and issue of MDCC by NBPPL/ owner. Advance information by fax/ courier of dispatch details shall be sent to Construction Manager, NBPPL.
33.2	No consignment shall be dispatched on SELF basis. Material shall be dispatched prepaid, door delivery basis, else ensure the clearance and collection of goods from lorry go down and arrangement to transport the same to site store shall be in the scope of vendor.
33.3	Each package should carry the packing slip/ details of contents and should be put inside a metal enclosure, properly fixed to the packing from outside. The packing shall be such as to ensure prevention of damage, corrosion, pilferage, deterioration, loss in transit or storage and road-worthy.
33.4	The title of the ownership of goods to be supplied shall pass on to the owner on dispatch ex works/ FOR destination. However till the scope is completed in all respect and the plant/ equipment is taken over by the owner the goods shall remain with the custody of the bidder.
34.0	BANKER
	Banker shall be as per intimation given by NBPPL on a later date.
35.0	BANK CHARGES
	No interest, whatsoever, shall be payable by purchaser on the security deposit, any bank guarantee submitted or any amount due to the seller/ vendor.
36.0	PAYING AUTHORITY
	Construction Manager, NBPPL site office, 1 x 500 MW NTPCUnchahar Project, U.P.
37.0	APPROVED MANUFACTURER/ SUB-VENDOR
	For bought out items, bidder have to adhere to the list of sub-vendors, indicated elsewhere in the technical specification as approved by NBPPL/ CUSTOMER.
38.0	INSPECTION & JOINT VERIFICATION (AT VENDOR'S WORKS)
	Prior to dispatch, the materials would be offered by the vendor for joint inspection at the vendor's works as detailed in this tender specification for which the vendor would serve the advance notice of 15 days for inspection call to NBPPL.
39.0	INSPECTION & JOINT VERIFICATION (AT SITE)
	The vendor shall be intimated within 7 days from the date of receipt of each consignment at site to depute their representative for joint inspection and verification



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	of the equipment/materials received at site. The vendor shall depute their representative within 7 days from receipt of such intimation failing which NBPPPL shall proceed with the inspection and verification of equipment/ materials and NBPPPL's decision in this regard shall be final and binding to the vendor.
40.0	SPARES
40.1	The scope of supply of any spares shall be governed by scope referred in price schedule (Latest revision) only.
40.2	However, as general guideline, following points shall be governing.
40.2.1	The purchaser may place orders for supply of spares on the contractor separately on receipt of detailed quotation categorizing the spares as (1) fast moving, (2) medium moving and (3) slow moving spare parts. The unit prices of such individual parts shall be valid till completion of guarantee period.
40.2.2	The contractor shall give warranty that before going out of production of the spare parts, he will give advance notice to purchaser/ owner so that purchaser/ owner order his requirement of spares in one lot if he so desires. The contractor shall further give guarantee that if he goes out of production of spare parts, then he will make available blue prints/ drawings of spare parts and specifications of materials at no cost to the purchaser/ owner, if required, by purchaser/ owner to enable him to fabricate or procure spare parts from other sources.
40.2.3	Commissioning/ start up spares which are required at any time during the equipment installation till commercial operation of the unit are included in the contract & shall be handed over by the supplier to the purchaser.
40.2.4	Each sub-supplier for bought out items shall provide a full spare parts package showing information for each part, component, assembly and consumable item for each parent equipment item. The package shall also include detailed drawings together with complete spare parts lists giving sizes, materials rating etc.
40.2.5	Spare parts data package – each parent equipment item shall be listed by name, service, sub-suppliers sales order number, equipment plant tag no, manufacturer, model, size, serial no and contractors purchase order no. A full spare parts data package shall be submitted for each parent equipment item and shall clearly state which parent equipment it supports. Four hard as well as two soft copies of the complete spare parts data package for contractors manufactured items/ plant/ equipment as well as sub-suppliers bought out items shall be furnished to the purchaser at least 3 months before the commissioning of the unit.
41.0	OTHER TERMS
	All other term & conditions of this specification shall be governed by the pertinent provisions of GCC, Volume-IIIA as applicable.
42.0	REVERSE AUCTION
	NBPPPL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case NBPPPL decides to go for RA. In case NBPPPL decides to go for Reverse Auction, only those bidders who have given their unconditional acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse

	<p>Auction. Non-submission of “online sealed bid” by the bidder will be considered as tampering of the tender process and will invite action by NBPPPL as per extant guidelines in vogue.</p> <p>Business Rules for RA shall be sent to the bidders before conducting RA. The Terms and Conditions shall be as per Annexure –V of Annexure and Formats.</p> <p>Acceptance to the Terms and Conditions shall be deemed as acceptance to Reverse Auction, in case NBPPPL opts for Reverse Auction.</p>
43.0	MISCELLANEOUS
43.1	<p>Unloading at site</p> <p>a) For supply contracts unloading at site will be done by NBPPPL. If any special handling equipment is required to unload the stores, the vendor shall specify the same failing which, all necessary expenses incurred by NBPPPL will be borne by the vendor.</p> <p>b) For turnkey packages (supply cum erection contracts) unloading at site will be done by the contractor himself at the site, who will be ultimately responsible for erection and commissioning of Equipment / package at site.</p>
43.2	<p>Storage at site /Movement of Material within Site</p> <p>(a) For supply contracts storage will be done by NBPPPL. After receipt of material at NBPPPL stores, further movement of material within site shall be responsibility of NBPPPL. The contractor shall inform the volume, weight etc. prior to dispatch in advance for arranging proper storage at site.</p> <p>(b) For supply cum erection contracts, Space agreed with contractor will be provided for construction of store by contractor himself at his own cost at site. The unloading and storage of materials including transporting from site store and handling at site will be done by contractor up to the handing over stage of equipment / package to the Customer. He shall be solely responsible for proper storage and safe custody of all his equipment/package. Contractor shall Hand over the space back to NBPPPL /customer after handing over of his equipment/package. No railway siding facilities will be available at site.</p>
43.3	<p>Billing Schedule/Shipping List :-</p> <p>Billing schedule shall be prepared by the Contractor and submitted to NBPPPL for approval. No payment shall be made in the absence of approved billing schedule. The billing schedule shall contain the following:</p> <p>i) List of all items both manufactured at contractor’s works and sub-contracted items.</p> <p>ii) List of quantities of each item with unit and total price along with Gross and net weight.</p> <p>iii) Quantity shall be indicated only in numbers and not as set or lot.</p>
43.4	<p>Commissioning / Mandatory spares :-</p> <p>The commissioning / Mandatory spares shall be properly packed separately in separate box and each spare shall be properly tagged giving details i.e. dispatch (to match the description given in the packing slip) to facilitate their proper identification. One Copy of Packing list must be put inside the Box.</p>



VOLUME- IIIC -SPECIAL CONDITIONS OF CONTRACT (SUPPLY)

43.5	<p>NBPPL Over-Heads :- All Bidders to note that (in case of Purchase Order is placed by NBPPL), if any supply item for His equipment or system is to be arranged by NBPPL on behalf of the supplier, then NBPPL's Over Heads presently @ 30% or as prevailing at that time, whichever is higher, for the value of the equipments / items procured by NBPPL shall be levied on the supplier and same shall be recovered from the invoices available with NBPPL.</p>
44.0	<p>Consortium and JVs – Not Applicable.</p>
45.0	<p>ADDITIONAL SECURITY DEPOSIT (SD) : Additional Security Deposit (SD) has to be submitted by the successful bidder with value as follows:</p> <p>The value of additional SD shall be equal to:</p> <p>0.30X{the excess of (90% of NBPPL's estimate OR 90% of the party's 'online sealed bid'(in case of RA)/ Paper price bid, whichever is higher) and the final offered price of the successful bidder}</p> <p>The additional SD shall have the same validity as that of the Security Deposit and shall be revalidated /released in the manner as spelt out for the Security Deposit as per the relevant clause of GCC.The NBPPL's estimated value shall be disclosed after RA/Paper Bid Opening.</p>
46.0	<p>DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN NBPPL</p> <p>(a) The guidelines for suspension of Business dealings with suppliers / contractors of BHEL (doc ref: AA/MM/SB/01/rev 01 dtd 17.09.13 with effect from 17.10.13) shall be followed by NBPPL.</p> <p>The above mentioned document is available at the following link:</p> <p>http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf</p> <p>(b) The evaluation of Bids and thereafter names of qualified bidders shall be sent to the customer NTPC for their acceptance.</p> <p>(c) The Bid of the bidders whose performance in the past and present contracts with NBPPL is / was not satisfactory shall not be considered.</p>