

**VOLUME-IIID-SPECIAL CONDITIONS OF CONTRACT (SERVICE)****VOLUME IIID SPECIAL CONDITIONS OF CONTRACT (SERVICE)**

<b>JOB</b>	<b>Wagon Tippler Package for Coal Handling Plant (CHP)</b>  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.
<b>CAPACITY</b>	<b>1X500 MW</b>
<b>PROJECT</b>	<b>FGUTPP, 1X500 MW, STAGE-IV, UNCHA HAR, U.P</b>



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This section of special conditions of contract (SCC) is applicable for services part of contract, i.e. erection, testing, commissioning including structural work. The conditions mentioned inscribed hereunder shall be read and construed along with general conditions of contract (GCC, Volume-III-B) and in case of any conflict or inconsistency, the provision of the SCC, Volume-III-D shall prevail.

CLAUSE NO	DESCRIPTION
<b>1.0</b>	<b>BROAD SCOPE OF WORK</b>
1.1	The intent of this erection specification is to provide services for execution of the project according to most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for the proper and efficient services towards installation of the plant shall not relieve the contractor of the responsibility of providing such services / facilities to complete the work or portion of work awarded to him. The quoted / accepted rates / price shall deem to be inclusive of all such contingencies.
1.2	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.
1.3	It is not the intent of this specification to specify herein all the details of erection and commissioning. However, the system shall conform in all respects to high standards of quality and workmanship for performing the required duties in a manner acceptable to purchaser who will interpret the meaning of drawings and specifications and shall be entitled to reject any work or material, which in his judgments is not in full accordance herewith.
1.4	The omission of specific reference to any fabrication / erection method, equipment or material necessary for proper and efficient working of the plant shall not relieve the tenderer of the responsibility of providing such facilities to complete the work at quoted rates. Any mismatch / defect found due to mistake in fabrication / erection shall have to be rectified by the vendor free of cost. Inspection by NBPPL / Customer does not relieve vendor of his responsibility of executing quality erection.
1.5	deleted
1.6	Following shall be the responsibility of contractor and have to be provided within finally accepted rates/ prices:
1.6.1	Provision as required of all types of labour, supervisors, engineers, watch and ward, tools & tackles, calibrated IMTEs (Inspection, measuring and testing equipment) as specified and otherwise required for the work, consumables for erection, testing and commissioning including material handling.
1.6.2	Proper out-turn as per NBPPL plan and commitment.
1.6.3	Completion of work as per NBPPL schedule.
1.6.4	Good quality and accurate workmanship for proper performance of the equipment.

1.6.5	Repair and rectification.
1.6.6	Preservation/ re-conservation of all components during storage/ erection/ commissioning till handing over.
<b>2.0</b>	<b>SITE VISIT</b>
	Contractor should visit site and acquire full knowledge & information about site conditions prevailing at site and in and around the plant premises together with all the statutory, obligatory, mandatory requirements of various authorities before submission of the bid.
<b>3.0</b>	<b>FACILITIES TO BE PROVIDED BY NBPPPL</b>
<b>3.1</b>	<b>LAND</b>
3.1.1	Graded area shall be handed over to the vendor. Micro finishing has to be done by the vendor before start of any work.
3.1.2	The successful bidder shall furnish the estimated area showing layout plan/sketch required for the construction of his office, stores (covered, semi-covered and open), fabrication yard etc. The same will be reviewed by NBPPPL and allotted to the extent available / considered necessary, depending upon the area availability.
3.1.3	Minimum land will be provided free of cost for construction of temporary office, stores, fabrication area etc.
3.1.4	Only land if made available by Customer will be provided for labour colony outside the project premises as per availability, on free of cost to the contractor to construct labour colony/hutment after obtaining approval of layout from NBPPPL.
3.1.5	The contractor will be responsible for handing back all lands, as handed over to him for his temporary use to NBPPPL, as per the instruction of NBPPPL Engineer.
<b>3.2</b>	<b>WATER</b>
3.2.1	<b>CONTRACTOR HAS TO MAKE HIS OWN ARRANGEMENT FOR CONSTRUCTION AND DRINKING WATER.</b>
<b>3.3</b>	<b>ELECTRICITY</b>
3.3.1	NBPPPL will provide free of cost construction power at one point to the contractor in the project site. The contractor shall make his own further distribution arrangement at his own cost. All temporary wiring must comply with local regulations and will be subjected to engineer's inspection and approval before connection to supply. The free supply of power shall for construction purpose as well as general illumination purpose only and will not be provided for use in the labour colonies. At the discretion of the owner, power supply for labour colonies may be provided at one point and the contractor shall be charged at the rate charged by owner for similar purposes applicable from time to time.
3.3.2	Adequate lighting facilities such as flood lamps, hand lamps and area lighting shall be arranged by the contractor at the site of construction, contractor's material storage area etc. within finally accepted rates.
3.3.3	The purchaser/owner will not be responsible for any inconvenience caused due to failure of lighting and power supply and no compensation in delay in works can be claimed by the contractor due to such non- supply on the ground of idle labour, machinery or anything else.

3.3.4	The contractor shall ensure that work is not held up in critical areas in the event of lighting and power failure and for the same, the contractor should have stand-by arrangement of power availability at his own cost. In the event of break-down of electric supply, if the progress of work is hampered, it will be the responsibility of the contractor to step-up the progress of work after restoration of power supply, so that overall progress of the work is not affected. The bidder shall have to provide earth leakage circuit breaker at each point wherever human operated electrical drives/T&Ps are deployed.
4.0	<b>FACILITIES TO BE PROVIDED BY THE CONTRACTOR</b>
4.1	<p><b>TOOLS, TACKLES AND SCAFFOLDINGS</b></p> <p>The contractor shall provide all the construction equipments, tools, tackles &amp; scaffoldings required for pre-assembly, erection, testing and commissioning of the equipments covered under the contract. Contractor shall submit a list of all such materials to NBPPL/ Customer before the commencement of pre-assembly at site. These tools &amp; tackles shall not be removed from the site without the written permission of NBPPL/Customer. The T&amp;Ps to be arranged by the contractor shall be in proper working condition. The contractor shall arrange adequate no. of hydra cranes, tower crane, traylor, welding machines and any other tools and tackles for the purpose of fabrication, erection and commissioning.</p>
4.2	<p><b>COMMUNICATION</b></p> <p>The contractor shall be responsible for arranging all communication facilities for himself at site. The contractor has to establish independent internet/e-mail facilities with mobile connection for all key site personnel and same shall have to be integrated with NBPPL's voice/data network and database systems at site.</p>
4.3	<p><b>FIRST-AID</b></p> <p>Round the clock experienced paramedical personnel with first aid facility &amp; one ambulance including driver, fuel etc., and shall be available at site, being provided by other agency.</p> <p>The above facilities will be shared by various NBPPL contractors working at site on chargeable basis to the providing agency (actual cost distributed among the various vendors present at site availing the facility on a prorated basis). The subject facility will be strengthened as per the requirement during peak work progress at site, by other vendor. Individual vendor may co-ordinate with the providing agency in this regard.</p>
4.4	<b>CLEANLINESS</b>
4.4.1	The contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc. during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by NBPPL. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.
4.4.2	Similarly the labor colony, the offices and the residential areas of the contractor's employees and workmen shall be kept clean and neat to the entire satisfaction of NBPPL/ Customer. Proper sanitary arrangements shall be provided by the Contractor, in the work-areas, office and residential areas of the Contractor.

4.4.3	Bidders to note that following.
4.4.3.1	No medical facility within / near the site shall be provided by NBPPL.
4.4.3.2	No staff quarter is envisaged to be provided by NBPPL. However in case same is available from customer and found spare-able , the same shall be provide on discretion of Customer/ NBPPL site authorities on chargeable basis on back to back basis with customer
4.4.3.3	All site execution individual approaches required for movement of cranes, trailers, trucks, dumpers, etc for the exclusive and individual approach of contractor shall be arranged by the contractor at his own cost.
4.4.3.4	The contractor shall solely be responsible for the safety, quality, & quantity of material after it is handed over and issued to contractor by the NBPPL.
<b>4.5</b>	<b>ILLUMINATION</b>
	NBPPL shall provide illumination on common erection approaches on a progressive basis; however the bidder will have to arrange sufficient illumination at their individual work areas that will be required for execution of work & safety of workmen, till NBPPL's permanent lighting system/fixtures are put.
<b>5.0</b>	<b>PROJECT MANAGEMENT</b>
5.1	The bidder shall prepare detail schedule L1/ (L-2) and submit within 30-days of LOA for NBPPL approval, as per MILESTONE completion schedule given in this document. This schedule must include all milestone and key activities for each package /subsystems/components in his scope of work in the areas of mobilization, engineering, procurement, manufacture, inspection, dispatch, civil works / erection /commissioning / handing over.
5.2	<b>CONSTRUCTION SCHEDULE</b>
5.2.1	The contractor shall furnish an offer stage Master network / Bar Chart (L1 schedule) in accordance with the Project milestone schedule. The Contract Master Bar Chart will be negotiated with the successful Bidder.
5.2.2	The successful contractor shall prepare and maintain the detailed Master Schedule (L2 network) during the course of the work.
5.2.3	Theses network must conform to the overall requirement of the project schedule. The bidder should also ensure monitoring of these activities at least on weekly basis to start with and on daily basis whenever required by NBPPL.
5.2.3.1	Void
5.2.3.2	Void
5.2.4	<b>GENERAL</b>
5.2.4.1	The Contractor shall be responsible for planning and scheduling the work and reporting its progress in a manner, format and level of detail acceptable to NBPPL. These plans shall be in accordance with the intermediate milestones and the completion dates as specified by and agreed in the Contract.
5.2.4.2	The contractor shall be responsible for reporting progress to purchaser on a weekly and monthly basis. Progress reports shall be presented in a clear and logical fashion preferably through a software disc and in PDS format mutually agreed between NBPPL and Contractor.
5.2.5	<b>DETAILED MASTER SCHEDULE (L2 NETWORK)</b>

5.2.5.1	Within thirty (30) days of the LOA date, contractor shall submit to purchaser the detailed Master Schedule (L2 schedule) along with summary network/ bar chart (L1 schedule) for approval. L2 schedule shall be the working level document demonstrating contractor's ability and methods of completing the work within the key milestones identified in the tender specification.
5.2.5.2	The CMS shall be based on a computerized logic network. The level of detail shall be sufficient to break down the work scope into manageable and measurable activities acceptable to Purchaser. All activities shall have durations in days.
5.2.5.3	The contractor shall provide a detailed activity bar chart based on the resource scheduled logic network. The bar chart shall contain activity descriptions, planned start and finish dates with the critical path activities clearly identified. The network / bar chart shall be updated weekly to indicate actual progress.
5.2.5.4	The CMS shall include the required dates of all external input required to execute the plan. In addition the CMS shall clearly show all Sub-contract award dates and Subcontractor activities right from preparation of specification & floating of tender.
5.2.5.5	In addition contractor shall furnish percentage - based progress 'S' curve indicating, the required rate of progress necessary to complete the work according to the CMS. The 'S' curve shall be updated weekly to plot actual progress against planned.
5.3	<b>PROGRESS MEASUREMENT AND MONITORING</b>
5.3.1	The contractor shall measure progress of the work using its own methods and procedures preferably in prima-vera.
5.3.2	Weekly progress review meetings will be held at site during which actual progress during the week vis-à-vis scheduled program shall be discussed and action to be taken for achieving targets will be decided. For discussions, the contractor shall present program of subsequent week. The contractor shall constantly update/revise his work program to meet the overall requirement.
5.3.3	Periodic progress reviews on the entire activities of execution in respect of engineering, quality, procurement, supply and works in scope of bidder will be held once in a month at New Delhi/ Site/ Vendor's premise/ NBPPPL/ PEM, Noida or any other convenient premise. These meetings will be attended by reasonably higher officials of the vendor along with its sub-vendors & consultant as applicable and will be used as a forum for discussing all areas where progress needs to be speeded up. The contractor shall be further responsible for ensuring that suitable steps are taken to meet various targets decided in such meetings.
5.3.4	Contractor shall identify separate overall Project Manger, Construction Manger, Engineering Manger, Quality manger and selection of various Key personnel shall be subject to NBPPPL approval.
5.4	<b>REPORTING</b>
5.4.1	The contractor shall submit weekly progress reports to purchaser in the agreed formats submitted in adequate number of signed originals. The report shall include:
5.4.1.1	Brief narrative of work performed during the week.
5.4.1.2	CMS bar chart showing progress at activity level.
5.4.1.3	Updated progress 'S' Curves showing actual progress.
5.4.1.4	Milestones achieved and new activities started.
5.4.1.5	Status of critical activities.

5.4.2	The contractor shall submit monthly progress reports to Purchaser in the agreed formats submitted in adequate number of signed originals. The report shall include the weekly report content and shall be supplemented with the following.
5.4.2.1	Engineering status.
5.4.2.2	Procurement status.
5.4.2.3	Manufacturing status.
5.4.2.4	Inspection & despatch status.
5.4.2.5	Material in transit.
5.4.2.6	Erection & Commissioning status.
5.4.2.7	Safety report.
5.4.2.8	Change order status.
5.4.2.9	Updated CMS (L1/L2 schedule) indicating status.
5.4.2.10	Executive summary, areas of concern etc.
5.4.2.11	Progress photographs.
5.4.3	Adequate numbers of color photographs, in triplicate, (matt paper, post card size for each area per month of the contract execution period), depicting progress of the work or damage to the machine parts, if any, as directed by NBPPL site engineer is to be arranged by the successful bidder at his own cost.
5.4.4	The progress report shall be compiled in computer and is required to be furnished over "E Mail, in addition to hard copies and summary report shall be made 'Web enabled' in agreed format.
5.5	<b>COMPUTER INFRASTRUCTURE</b>
5.5.1	The bidder will have to install adequate number of PCs (MULTIMEDIA PC WORK STATION)with CORE-i3 OR HIGHER 1.7 GHz OR ABOVE, 500GB HDD & 4GB RAM OF HP/HCL/LENOVO/DELL OR EQUIVALENT MAKE WITH WINDOW 7 Professional OR Window 8 O/S AND REQUIRED SOFTWARES LIKE MS OFFICE 2007 or 2010 PROFESSIONAL, AUTOCAD-2010, PDF viewer etc.) with 17 TFT Monitor, A4 Size LASERJET printers with Power backup at places, at his site office as per instruction of NBPPL. The computerized system of vendor at site must have internet/ E-mail facilities and shall connect with NBPPL data/voice data network. These computers/printers shall remain Contractor's property and they will be allowed to take out the same after completion of the works under this tender specification. The contractor shall provide data/information etc. in prescribed formats for periodical updating of the progress reports, material management repair, updating of network, invoicing etc. pertaining to the contractor's scope of work etc. The contractor shall also provide one no. computer operator and one number service staff for miscellaneous service for NBPPL's use at site/ New Delhi for reconciliation, progress review & day-to-day planning purpose, documentation etc. These facilities are to be provided within 30 days from LOA date till completion of scheduled contract period. If contractor fails to provide above personnel as per requirement, for a continuous period of fifteen days or more, NBPPL shall have the right to deduct the amount as per following rates on prorata basis, from contractor's RA bill or any other dues.
5.5.1.1	@ Rs 15,000/- (Fifteen thousand)/ month for each computer operator Or at actuals (rate +30%) if NBPPL arranges this facility, whichever is lower.
5.5.1.2	@ Rs 12,000/- (Twelve thousand) / month for each service staff Or at actuals (rate +30%) if NBPPL arranges this facility, whichever is lower.
5.5.1.3	At actual / market rate for equivalent computer & Printer set up as above (+30%).



5.5.1.4	In the event of the contract period getting extended beyond the stipulated time for reasons not attributable to you, you will be reimbursed at the above mentioned rate or (actual +15%), whichever is lower, if the services of operator / service staff are being used by NBPPL.
5.5.2	Successful bidder has to provide for electronic/ computerized storing and reproduction/ printing/ plotting of various data, log sheets, protocols, measurements etc. These may be stored in virus free CD (as per requirement) and handed over to NBPPL as per requirement.
<b>6.0</b>	<b>CONSUMABLE</b>
6.1	All consumables, like gas, electrodes, chemicals, lubricants, erection & commissioning spares etc required for the job shall be arranged by the contractor at his cost unless otherwise specifically mentioned in the contract.
6.2	All consumables to be used for the job shall be approved by NBPPL prior to use.
6.3	In the event of failure of contractor to bring necessary and sufficient consumables, NBPPL may arrange for the same at the risk and cost of the contractor. The entire cost towards this along-with overhead shall be paid by the contractor or deducted from the contractor's bills.
<b>7.0</b>	<b>IMTE</b>
	The contractor shall ensure deployment of reliable and calibrated instrument, measuring and test equipments (IMTE). The IMTE shall have test/calibration certificate from authorized/Govt approved agencies. The contractor shall also keep provision of alternate arrangement for such IMTE so that the work does not suffer when a particular IMTE is sent for calibration. Re-testing/re-calibration shall also be arranged by the contractor at their own cost at regular interval during the period of use as advised by NBPPL.
<b>8.0</b>	<b>GENERAL TECHNICAL REQUIREMENTS (CODES AND STANDARDS)</b>
8.1	Except where otherwise specified, the plant/equipment shall comply with the 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.
8.2	Where the Bidder proposes alternative codes or standards he shall include in his tender one copy (in English) of each Standard Specification to which materials offered shall comply. In such case, the adopted alternative standard shall be equivalent or superior to the standards mentioned in the specification.
8.3	In the event of any conflict between the codes & standards referred above, and the requirements of this specification, the requirements which are more stringent shall govern.
8.4	Tools used during erection and commissioning shall not be accepted except with the specific approval of the Engineer.

8.5	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 contractor.
<b>9.0</b>	<b>TEST CERTIFICATE FOR T&amp;P</b>
9.1	All T&P, lifting tackles and pulling devices to be deployed by the contractor must bear valid / latest test certificates for their suitability, and the documents shall be preserved at site.
9.2	In case of expiry of validity of any such test certificate during construction, the contractor shall arrange for revalidation of the same well in advance, so that the construction activities do not suffer on account of non-availability of such Test certificates.
9.3	The contractor should also submit to NBPPL for approval a list of T&Ps along with their fitness certificates. The tools & tackles shall not be removed from site without written permission of NBPPL.
<b>10.0</b>	<b>ISSUE OF T&amp;Ps</b>
10.1	Deployment of all T&Ps for this tender shall be contractor's responsibility.
10.2	Void
10.3	Void
10.4	Void
<b>11.0</b>	<b>SERVICES TO BE RENDERED BY THE BIDDER</b>
	Services for construction, fabrication, equipment erection, testing as well as trial run & commissioning of various equipment and accessories under the contract shall include but not be limited to the following:
11.1	Unloading of materials at railway station/ transporter's godown/ railway siding/ inside or outside the project area, transportation to contractor's stores, assessment of lost/ damaged items in transit/ storage erection & commissioning, arranging the Insurance claims and replacement of lost/ damaged items. The contractor shall be responsible for making good the losses/ damages for cases for which NBPPL is unable to lodge Insurance claim. NBPPL is unable to recover the full cost from Insurance company against any claims, the balance including deductible franchise wherever applicable, will be recovered from the Contractor.
11.2	Issuing materials from store/open yard as specified earlier from time to time for erection as per the construction programme. The contractor shall be the custodian of all the materials issued till the plant/equipment is officially taken over by the owner/ NBPPL after complete erection any successful trial run & commissioning.
11.3	Transport of material to their respective places of erection and erection of the complete plant & equipment as supplied under this specification.
11.4	Trial run and commissioning of individual equipment/ sub-systems to the satisfaction of owner/ NBPPL.
11.5	Deployment of all skilled and unskilled manpower required for erection, supervision of erection, watch & ward, commissioning and other services to be rendered under this specification.

11.6	Deployment of all erection tools & tackle, construction machinery, transportation vehicles and all other implements in adequate number and size, appropriate for the erection work to be handled under scope of this specification except otherwise specified.
11.7	Supply of all consumables, e.g. welding electrodes, cleaning agents, diesel oil, lubricant etc as well as materials required for temporary supports, scaffolding etc as necessary for such erection work, unless specified otherwise.
11.8	Providing support services for the contractor's erection staff e.g., Construction of site offices, temporary stores, residential accommodation and transport to work site for erection personnel, watch and ward for security and safety of the materials under the contractor's custody etc. as required.
11.9	Maintaining proper documentation of all the site activities undertaken by the Contractor as per the proforma mutually agreed with NBPPL, Submitting monthly progress reports as also any such document as and when desired by NBPPL/owner, taking approval of all statutory authorities, i. e Boiler Inspector, Factory Inspector, Inspector of Explosives etc, as applicable for respective portions of work under the jurisdiction of such statutes of laws.
11.10	All the materials issued to the bidder by NBPPL shall be reconciled by the bidder and the unused materials have to be returned back to NBPPL stores/yard or any other place as specified by NBPPL.
11.11	Supply and application of final paint on all the equipment to be erected is under the scope of the contractor.
11.12	After completion of the commissioning activity of equipment /systems, the contractor shall prepare the test Reports which shall include all the relevant information related to various commissioning checks, tests carried out, any deviations / commissioning noticed w. r. t. the intended design requirements, sequence of various commissioning activities as actually adopted vis-à-vis as recommended in the procedures, programme schedule achieved and any other such information as required. These Test Reports shall be submitted in requisite number of copies to NBPPL/Owner /Contractor involved during the commissioning activities.
11.13	Any other service, although not specifically called for but required for a contract of the size and nature indicated in the specification.
<b>12.0</b>	<b>ISSUE/ CONSUMPTION/ WASTAGE/ RETURN/ RECONCILIATION/ RECOVERY OF MATERIALS (STRUCTURAL STEEL).ONLY STRUCTURAL STEEL SHALL BE ISSUED FREE OF COST BY NBPPL.</b>
12.1	The bidder shall furnish in the price schedule only total loading value on account of Structural Steel <b>(the loading value will be worked out by bidder on the basis of loading rates of Structural Steel as indicated in clause no: 12.9.5 of SCC Service).</b>
12.2	While NBPPL will issue free of cost Structural Steel as per tender provision, cumulative value of free issue of Structural Steel (worked out based on loading rates of Structural Steel indicated in the tender and quantity of Structural Steel requisitioned by vendor) will be limited to total loading value furnished by bidder in the price schedule.

12.3	In case the total loading price of quantities of Structural Steel issued to bidder is less than the total loading price furnished by bidder in the price bid, NBPPL shall only provide the exact quantities of Structural Steel and as per approved drawing for the job. No benefit will be given to the contractor for drawing less quantity of Structural Steel. Further, if during the material reconciliation, it is found that NBPPL has issued the quantities of Structural Steel in excess to the quantities as per approved drawing for the job then the recovery shall be made as per the recovery rates mentioned in clause no 12.14 of SCC (Service).
12.4	However, in case, exact quantities of Structural Steel required during the execution exceed the quantities derived on the basis of total quoted loading price by bidder in the price schedule, the contractor shall have to provide such excess Structural Steel from approved manufacturer at their own cost as per the quality and specification as under-laid in the technical specification.
12.5	Void
12.6	Void Void
12.7	Void Void
12.8	Void
12.9	<b>ISSUE OF STRUCTURAL STEEL</b>
12.9.1	Structural Steel will be issued free of cost by NBPPL for use in the works covered under this tender specification. All other steel as required for the work covered under this tender specification shall have to be supplied by the bidder at their own cost.
12.9.2	Steel required for his enabling job like store/site office etc shall be arranged by the bidder at his own cost.
12.9.3	Structural Steel shall be issued to the contractor on weightment basis (Unit – MT).
12.9.4	The steel issued to the contractor shall be mainly in standard length, sections and quantity as received from the supplier/ SAIL. However, the contractor shall be bound to accept the steel in length as available in the project stores and no claims for extra payment on account of issue of non-standard length will be entertained.
12.9.5	Bidders to note that loading shall be at the rate of Rs. 57,000.00 per MT for Structural Steel.
12.9.6	Bidders to ensure that no lamination material is taken over by them from NBPPL. Fabrication wastage, if any due to above, shall not be compensated by NBPPL.
12.9.7	The contractor shall maintain proper store account for steel materials issued by NBPPL and shall give three copies of monthly-computerized reconciliation statement of such account to NBPPL. Approved drawings and bar bending schedule shall be the basis for actual material consumption for reconciliation purpose.
12.9.8	deleted
12.9.9	deleted
12.10	<b>RETURN OF STRUCTURAL STEEL</b>
12.10.1	All surplus steel and all wastage materials will be returned to NBPPL on weightment basis.
12.10.2	Surplus, unused and un-tampered steel shall be sorted section-wise and returned separately at a place directed by NBPPL within the project area; Return of such materials will not be entitled to any handling and incidental charges.

12.10.3	All wastage/ scrap (including melting scrap, wastage, and unusable scrap) shall be returned to the stores and a receipt obtained for material accounting purposes. Return of such material will not be entitled to any cartage and incidental charge.	
12.10.4	All cut pieces shall be considered as scrap steel.	
12.10.5	Void	
12.11	STRUCTURAL STEEL CONSUMPTION	
12.11.1	Void	
12.11.2	Actual consumption = Issue – surplus.	
12.11.3	Surplus = Un-tampered and unused quantity of steel returned by the contractor to NBPPL store along-with relevant documents.	
12.11.4	Wastage = Actual consumption – Theoretical consumption.	
12.12	WASTAGE OF STRUCTURAL STEEL	
	Allowable wastage: (+4%) of the theoretical consumption shall be considered as allowable wastage.	
	Sl no	Basis of issue & recovery rate
	R-1	Theoretical consumption (without considering wastage and scrap or loss). Free
	R-2	Wastage limited to plus four percent (4%) of aforesaid theoretical consumption (R-1) towards allowable wastage (cut pieces plus scrap to be returned to NBPPL). Free
	R-3	Wastage beyond four percent (+4%) of the theoretical consumption above. Penal rate.
12.13	RECONCILIATION OF MATERIALS	
12.13.1	The contractor shall submit a reconciliation statement of Structural Steel issued to him with each RA Bill.	
12.13.2	At the time of submission of bills, the contractor shall properly account for the material issued to him as specified herein to the satisfaction of NBPPL certifying that the balance material are available with contractor's custody at site.	
12.13.3	At the time of submission of bills by the contractor, if it is noticed by NBPPL that the wastage is high and calls recovery at the penal rate, then, NBPPL will proceed for recovery for the excess wastage as per penal recovery rates as specified.	
12.13.4	The reference drawings for actual material consumption to be used for the purpose of reconciliation shall be drawings prepared by the NBPPL and drawings approved by NBPPL for fabrication works and such other drawings approved by NBPPL.	
12.14	RECOVERY OF MATERIAL	
12.14.1	If wastage exceeds the specified limit, the recovery of excess wastage shall be made from monthly R/A Bill at the following PENAL RATES.	
12.14.1.1	Void	
12.14.1.2	Void	
12.14.1.3	Structural Steel – Rs. 70,000 per MT.	
12.15	HANDLING OF NBPPL ISSUED STRUCTURAL STEEL	

12.15.1	Structural Steel, will be issued free of cost by NBPPL for use in the work covered in this contract limited to derived quantities as enumerated above on the basis of total loading price indicated by bidder in the offer.
12.15.2	Structural Steel will be issued from NBPPL store.
12.15.3	NBPPL reserves the right to recover from the contractor any loss arising out of damage/ theft or any other causes of the materials issued to him at any point.
12.15.4	Open land for storage shall be provided by NBPPL on free of cost basis. Temporary barbed wire fencing of the open storage yard is to be done by the contractor and is included under the scope of his work. Contractor shall also remove grass, bushes, trees etc wherever required off the land provided to him and shall make proper continuous up keepment of the open yard /land by removing grass, bushes trees etc and same is included under the scope of his work & no extra payment shall be made to the contractor in this regard. The bidder shall make complete arrangement of necessary security personnel, to safeguard all such materials in his custody. Materials issued will be used only for construction of permanent work. The contractor shall take care of material issued by NBPPL and shall protect the same from theft, damage and weathering.
12.15.5	Void
12.15.6	The contractor shall in no case be entitled for any compensation or damages on account of any delay in supply or non-supply thereof for all or any such material.
12.15.7	Excessive rusting of steel must be avoided. In case, due to any cause attributable to the contractor, such rusting of steel occur rendering the same unusable, then such quantity of steel shall be recovered from the interim payment at the penal rate specified in the tender.
12.15.8	No material shall be issued to the contractor except as those indicated above, i. e Structural Steel unless otherwise expressly provided for in the contract. Contractor will have to make his own arrangement at his own cost for procurement of any other material as required for the works and of such quality/manufacturer as acceptable to NBPPL.
12.15.9	The contractor shall maintain proper store account for all the NBPPL issued materials and shall give three copies of monthly computerized reconciliation statement of such account to the NBPPL.
12.15.10	Contractor shall carry out in complete association with NBPPL, the material management functions and execution like day to day update of materials, issued to contractor, accounting for surplus/ scrap material returned etc. These functions shall also be carried out through computerized system utilizing suitable software.
12.15.11	The contractor shall solely be responsible for the safety & quality of material after it is handed over and issued to contractor by NBPPL.
12.15.12	NBPPL issued materials shall not under any circumstances be taken out of the project site unless otherwise permitted by NBPPL.
<b>13.0</b>	<b>PROTECTION</b>
13.1	Equipment having anti-friction or sleeve bearings shall be protected by weather tight enclosures. Coated surfaces shall be protected against impact, abrasion, discoloration and other damages. Surfaces which are damaged shall be repainted.

13.2	Electrical equipment controls and instrumentations shall be protected against moisture and water damages. All external gasket surfaces and flange faces, couplings, rotating equipment shafts, bearings and like items shall be thoroughly cleaned and coated with rust preventive compound and protected with suitable wood, metal or other substantial type covering to ensure their full protection. All exposed threaded parts shall be greased and protected with metallic or other substantial type protectors.
13.3	All piping, tubing and conduit connections on equipment and equipment openings shall be closed with rough usage covers or plugs. Female threaded openings shall be closed with rough usage covers or plugs or forged steel plugs. The closures shall be taped to seal the interior of the equipment. Open ends of piping, tubing and conduit shall be sealed and taped.
13.4	All erected equipment/ components to be preserved as per the preservation recommendation of NBPPL. For this type of preservation, contractor shall engage an exclusive team of persons for meeting the continuous requirement. However, the required preservatives will be supplied to the contractor free of cost. All other consumables including wire brush, emery papers, painting brush etc to be supplied by the contractor within the quoted rate.
<b>14.0</b>	<b>ERECTION SERVICES</b>
14.1	As part of the overall project management activity, the contractor shall be responsible for proper co-ordination of erection activities during various phases of execution of the contract. The contractor shall identify a person designated as construction manager, with whom NBPPL shall interact on matters related to execution of the contract. The construction manager shall be the single point contract person on behalf of the contractor. NBPPL shall interact with the construction manager only on all matters on co-ordination between NBPPL and the contractor.
14.2	The contractor shall confine all his field operations to those works which can be reformed without subjecting the equipment and materials to adverse effects, during inclement weather conditions, like monsoon, storms etc. and during other unfavorable construction conditions. No field activities shall be performed by the contractor under conditions which might adversely effect the quality and efficiency thereof, unless special precautions or measures are taken by the contractor in proper and satisfactory manner in the performance of such works and with the concurrence of the engineer. Such unfavorable construction conditions in no way relieve the contractor of his responsibility to perform the works as per the schedule.
14.3	The contractor shall supply all skilled workmen HP welders, gas cutters, electricians, riggers, sarangs, erectors, carpenters, fitters, masons, ladders, tin-smiths, instrument machines etc, in addition to other skilled, semi-skilled and unskilled workmen required for all the works of handling and transportation from site store to erection site, erection, testing and commissioning contemplated under this specification. Only fully trained and competent men with previous experience on the job shall be employed. They shall hold valid certificates wherever necessary. NBPPL reserves the right to decide on the suitability of the workers and the other personnel who will be employed by the contractor. NBPPL reserves the right to insist on removal of any employee of the contractor at any time, if they find him unsuitable and the contractor shall forthwith remove him.

14.4	The supervisory staff employed by the contractor shall be technically qualified and experienced in the area of work. They shall ensure proper out turn of work and discipline on the part of labour put on the job by the contractor and in general see that the works are carried out in a safe and proper manner and in coordination with other labour and staff employed directly by NBPPL or other contractors of NBPPL and NBPPL's client/consultant.
14.5	The contractor shall also furnish daily labour report showing by classification the number of employees engaged in various categories of work a progress report of work as required by NBPPL Engineer.
14.6	The work shall be executed under the usual conditions affecting major power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall co-operate with other personnel, and other contractors, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work as a whole.
14.7	The contractor's supervisory staff shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and aesthetic finish are essential part of this contract. The contractor shall be responsible to ensure that assembly and workmanship conform to the dimensions and tolerance given in the drawing/ instruction given by NBPPL Engineer from time to time.
14.8	It is the responsibility of the contractor to engage his workman in shifts or on overtime basis for achieving the target set by NBPPL during erection, commissioning and testing period. Contractor's quoted rate shall include all these contingencies.
14.9	For rendering commissioning assistance during running of the unit till handing over of the set, a dedicated gang along with an exclusive supervisor need to be deployed by the vendor to attend the incidental works of commissioning as per the instruction of NBPPL commissioning engineer. The gang need to be provided during night shift also whenever required by NBPPL commissioning engineer. They shall be equipped with all necessary hand-tools to attend all the incidental works during commissioning.
<b>15.0</b>	<b>DEWATERING</b> Contractor shall ensure at all times that his work area & approach/access roads are free from accumulation of water, so that the materials are safe and the erection/progress schedule are not affected. No separate claim in this regard shall be admitted by NBPPL. No separate payments for dewatering of subsoil, surface water or catchment water, if required, at any time during execution of the work including monsoon period shall be considered by NBPPL.
<b>16.0</b>	<b>AREA REQUIREMENT</b> The contractor shall furnish the estimated area required for the construction of his office, stores, etc separately. The same will be reviewed by NBPPL and allotted to the extent available/considered necessary, depending upon the area availability.
<b>17.0</b>	<b>CONSTRUCTION OF TEMPORARY OFFICE, STORES ETC(AS APPLICABLE)</b> The contractor shall arrange at his own cost the construction of his temporary office, stores, fabrication yards, labour colony etc and also the watch & ward of all above. In addition to the store required for equipment etc.
<b>17.A</b>	VOID



17.A.1	VOID
18.0	<b>RECONCILIATION OF MATERIALS</b>
18.1	Contractor shall submit a reconciliation statement of material after completion of job.
18.2	The contractor shall return the unused plant materials under their custody to NBPPL's store/ yard at their own cost.
19.0	<b>COMPLETION PERIOD</b>
19.1	<b>Entire work as detailed in tender specification shall be completed within 15 Months from the date of LOA. For the purpose of reckoning the date of completion period the date of LOA (Letter of Award, henceforth shall be referred as LOA) shall be applicable.</b>
20.0	<b>LIQUIDATED DAMAGES (LD):</b> AS SPECIFIED IN SCC (SUPPLY), CLAUSE NO 27.0
21.0	<b>TERMS OF PAYMENT :</b> AS SPECIFIED IN SCC (SUPPLY), CLAUSE NO 25.0
22.0	<b>PRICE VARIATION CLAIM (PVC) / RATE REVISION</b>
22.1	<b>PRICE VARIATION CLAIM (PVC)</b>  Not applicable
22.2	<b>RATE REVISION</b>  No rate revision is admissible.
23.0	<b>SECURITY DEPOSIT (SD) AND PERFORMANCE BOND (PB)</b>
23.1	Security deposit shall be as per respective clauses of GCC-IIIB for services contract.
23.2	Performance Bond: Not Applicable.
24.0	<b>TRAINING OF OWNER'S / PURCHASER'S PERSONNEL</b>
	The contractor shall undertake to train free of cost personnel selected and sent by the owner/ purchaser to the works of contractor. The period and nature of training and number of individual personnel shall be agreed upon mutually between the contractor and Owner/purchaser. These engineers shall be given special training in the shops where the equipment shall be manufactured either in India or abroad and where possible in any other Power Plant where manufactured equipment is under installation or test to enable them to become familiar with the equipment being supplied to the Purchaser. In the event of the Owner/purchaser for any reason failing to avail of the training facilities, purchaser shall not be entitled to any rebate whatsoever on this account.
25.0	<b>TAXES AND DUTIES</b> AS SPECIFIED IN SCC (SUPPLY), CLAUSE NO 17.0
26.0	<b>PAYING AUTHORITY</b> Construction manager NBPPPL site office 1 x 500 MW NTPC Unchahar Project, U.P.

<b>27.0</b>	<b>INSURANCE</b>
27.1	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.
27.2	Contractor shall timely intimate dispatches to the underwriter. The name of the underwriter and Policy No. shall be intimated in due course of time.
27.3	Contractor shall report to NBPPL in writing any damages to equipments/components on receipt, storing, and during withdrawal of the materials from stores, in transit to site and unloading at place of work and during erection and commissioning till trial operation completion including handing over. The above report shall be as prescribed by NBPPL site management. Any consequential loss arising out of noncompliance of this stipulation will be borne by contractor.
27.4	The contractor 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 handed over to NBPPL / customer at Project site. For lodging/processing of insurance claim the contractor will submit necessary documents. NBPPL will reserve the right to recover the loss from the contractor as detailed below in case the damage/loss is due to negligence/carelessness on the part of the contractor. In case of theft of material under contractor's custody, the same shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to NBPPL/customer for taking up with insurance. However this will not relieve the contractor of his contractual obligation for the materials in his custody.
27.5	In case the damage/loss/theft of materials are attributable to negligence/failure in discharging the duties and obligations of the contractor, the expenses incurred for repair/replacement of such components in excess of the amount realized from the underwriters, limited to Normal Excess (Deductible Franchise) shall be recovered from the contractor.
27.6	In case the claim is summarily rejected by the underwriters due to WILFUL NEGLIGENCE of the contractor, the entire cost of repair/replacement will be recovered from the contractor.
27.7	Other conditions of Insurance shall be as per relevant clause of GCC.
<b>28.0</b>	<b>WARRANTY &amp; MAINTENANCE</b>
28.1	The Contractor 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 satisfactory completion of the Trial Operations. 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.

28.2	The contractor shall be liable to repair or 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 such repair/ up-gradation in the meantime, is not detrimental to the commercial use of the plant. All replaced defective parts shall be returned to the contractor unless otherwise arranged. No repairs or replacement shall normally be carried out by the engineer when the plant is under the supervision of the contractor's supervisory engineers.
28.3	The contractor's obligations against the above clause shall be limited to repairing or replacing with all incidental charges from site to the contractor'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 contractor 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.
28.4	The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligation under this clause.
28.5	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 Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Engineer, the Contractor will be notified promptly and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor's liability under the terms and conditions of the Contract.
28.6	If it becomes necessary for the Contractor to replace or renew any defective portions of the plant, the provision of this clause shall apply to portion of the plant so replaced or renewed until the expiration of six months from the date of such replacement or renewal or until the end of the warranty period as specified in clause whichever may be later. If any defects are not remedied within 30 days, the Engineer may proceed to do the work at the Contractor's risk and cost, but without prejudice to any other rights which NBPPL may have against the Contractor in respect of such defects.
28.7	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 Contractor 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/NBPPL guidelines.
28.8	The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the Site, the Contractor shall bear the cost of such repairs.
28.9	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 Contractor shall be borne by the Contractor.

28.10	In respect of goods supplied by Sub-Contractors to the Contractor where a longer guarantee (more than 12 months) is provided by such Sub-Contractors, the Owner shall be entitled to the benefit of such longer guarantee.																																																																			
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29.1	The contractor shall ensure the safety of all workmen, materials and equipment either belonging to him or to others working at site. He shall observe safety rules and codes applied by the owner / NBPPPL at site without exception.																																																																			
29.2	Passenger lift should have safety cage with multiple rope, i.e. with safety rope & limit switch.																																																																			
29.3	Safety nets with hand railings must be provided on all both inside & outside hanging platform of slip-form equipment & hanging platform from brickwork.																																																																			
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29.5	Non-conformity of safety rules and safety appliances will be viewed seriously and NBPPPL has right to impose fines on the contractor on each incident/each nonconformity as per details given below:																																																																			
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29.6	Any other nonconformity noticed not listed above will also be fined. The decision of NBPPL engineer is final on the above. The amount will be deducted from running bills of the contractor. The amount collected on the above will be utilized for giving award to the employee who could avoid accidents by following safety rules. Also, the amount will be spent for improving the safety at site.
29.7	The contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and NBPPL/owner, as he may deem necessary.
29.8	The contractor will notify well in advance to NBPPL/owner of his intention to bring to the site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such chemicals, which may involve hazards. NBPPL/owner shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the works and the contractor shall strictly adhere to and comply with such instructions. NBPPL/owner shall have the right at his sole discretion to inspect any such container or such construction plant/equipment for which material in the container is required to be used and if in his opinion, its use is not safe, he may forbid its use. NBPPL/owner shall entertain no claim due to such prohibition and NBPPL/owner shall not entertain any claim of the contractor towards additional safety provisions/conditions to be provided for/constructed as per the NBPPL/owner's instructions.
29.9	Further, any such decision of the NBPPL/owner shall not, in any way, absolve the contractor of his responsibilities and in case, use of such a container or entry thereof into the Site area is forbidden by the NBPPL/owner, the contractor shall use alternative methods with the approval of the NBPPL/owner without any cost implication to owner or extension of work schedule.
29.10	Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying-out such provision and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosives Act, 1948, and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India. All such storage shall have prior approval of the NBPPL/owner. In case, any approvals are necessary from the Chief Inspector (Explosives) or any statutory authorities, the Contractor shall be responsible for obtaining the same.
29.11	All equipment used in construction and erection by Contractor shall meet Indian/ International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipments shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation Manual and safety instructions and as per Guidelines/Rules of owner in this regard.
29.12	Periodical examinations and all tests for all lifting/ hoisting equipment & tackles shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act 1910 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by NBPPL/owner or by the person authorized by him.

29.13	The contractor shall be fully responsible for the safe storage of his and his subcontractor's radioactive sources in accordance with BARC/DAE (Bhabha Atomic Research Center/ Department of Atomic Energy, Govt. of India) Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE in connection with use, Contractor would take storage and handling of such material.
29.14	The contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by NBPPL/owner who will also have right to examine these safety equipments to determine their suitability, reliability, acceptability and adaptability.
29.15	Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent person strictly in accordance with the Code of Practices/Rules framed under Indian Explosives Act pertaining to handling, storage and use of explosives.
29.16	The contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings etc. The scaffoldings shall be erected under the control & supervision of an experienced and competent person. For erection, the contractor only shall use good and standard quality of material.
29.17	The contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to NBPPL/ owner or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by owner to handle such fuses, wiring or electrical equipment.
29.18	Before the contractor connects any electrical appliances to any plug or socket belonging to the other contractor or NBPPL/ owner, he shall comply with following.
29.18.1	Satisfy the NBPPL/owner that the appliance is in good working condition.
29.18.2	Inform the NBPPL/owner of the maximum current rating, voltage and phases of the appliances.
29.18.3	Obtain permission of the NBPPL/owner detailing the sockets to which the appliances may be connected.
29.19	NBPPL/owner will not grant permission to connect until he is satisfied with following.
29.19.1	The appliance is in good condition and is fitted with suitable plug;
29.19.2	The appliance is fitted with a suitable cable having two earth conductors, one of which shall be an earthed metal sheath surrounding the cores.
29.20	No electric cable in use by the contractor/ NBPPL/ owner will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it.
29.21	No repair work shall be carried out on any live equipment. NBPPL/owner must declare the equipment safe and a permit to work shall be issued by the NBPPL/owner before the Contractor carries out any repair work. While working on electric lines/equipments whether live or dead, suitable type and sufficient quantity of tools will have to be provided by Contractor to electricians/workmen/officers.
29.22	The contractors shall employ necessary number of qualified, full time Electricians/ Electrical Supervisors to maintain his temporary electrical installations.

29.23	The contractor shall employ a qualified Safety Officer under approval of NBPPL site in-charge at site before submission of first RA bill to supervise day to day safety aspects of the equipments and workmen, who will co- ordinate with NBPPL/ owner Safety Officer. In case of work being carried out through sub-contractors, the subcontractor's workmen/ employees will also be considered as the contractor's employees/ workmen for the above purpose.
29.24	The name and address of such Safety Officer of contractor will be promptly informed in writing to NBPPL/ owner with a copy to Safety Officer-In charge before he starts work or immediately after any change of the incumbent is made during currency of the contract.
29.25	In case any accident occurs during the construction/ erection or other associated activities undertaken by the contractor thereby causing any minor or major or fatal injury to his employees due to any reason, whatsoever, it shall be the responsibility of the contractor to promptly inform the same to NBPPL/ owner in prescribed form and also to all the authorities envisaged under the applicable laws.
29.26	NBPPL/ owner shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipments. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/ accident and he shall comply to remove shortcomings promptly.
29.27	The contractor shall not be entitled for any damages/ compensation for stoppage of work due to safety reasons above and the period of such stoppage of work will not be taken as an extension of time for completion of the facilities and will not be the ground for waiver of levy of penalty.
29.28	The contractor shall follow and comply with all Safety Rules of NBPPL/ owner, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any inconformity between statutory requirement and owner's Safety Rules of NBPPL/ owner referred above, the later shall be binding on contractor unless statutory provisions are more stringent.
29.29	If the contractor fails in providing safe working environment as per the owner's Safety Rules or continues the work even after being instructed to stop work by NBPPL/ owner as provided above, the contractor shall promptly pay to NBPPL/ owner, on demand by the NBPPL/owner compensation at the rate of Rs 5,000.00 per day or part thereof till the instructions are complied with and so certified by NBPPL/ owner. However, in case of accident taking place-causing injury, to any individual, the provisions contained in relevant paragraph shall also apply in addition to compensation mentioned in this paragraph.
29.30	If the contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by owner or under the applicable law for the safety of the equipment & plant and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or the owner employees or any other person who are at Site or adjacent thereto, the contractor shall be responsible for payment of compensation to owner as per the following schedule:

29.30.1	Fatal injury or accident causing death - Rs 1, 00,000/person or deducted by customer whichever is higher.
29.30.2	Major injuries or accident causing 25% or more permanent disablement to workmen or employees – Rs 25,000/person or deducted by customer whichever is higher.
29.31	Permanent disablement shall have same meaning as indicated in Workmen's Compensation Act. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable laws as applicable from time to time. In case the NBPPL/ owner is made to pay such Compensation then the contractor is liable to reimburse NBPPL/ owner such amount in addition to the compensation indicated above.
29.32	These insurance covers have to be taken prior to start of his work at the subject project and he shall make available the Policy to NBPPL Construction Manager for necessary verification before commencement of work. However, irrespective of such verification/ acceptance, the sole responsibility to maintain adequate insurance cover for his workmen, T&P, assets etc. at all times during the period of contract shall lie with the contractor. Regarding the aforesaid insurance cover, the contractor shall directly deal with the Insurance Company for all matters regarding the insurance in his scope.
30.0	Soil investigation report, if any given by NBPPL, during tendering stage is very tentative and may vary during execution and NBPPL will be not liable for any financial implication on account of change in strata encored by contractor during actual execution. Therefore, all Bidders may carry out their soil investigation at the respective site for assessment of soil strata as required during tendering stage.
31.0	<b>OTHER TERMS</b> All other term & conditions of this specification shall be governed by the pertinent provisions of GCC, Volume-IIIB as applicable.
32.0	<b>CONSORTIUM AND JVS – AS SPECIFIED IN SCC (SUPPLY), CLAUSE NO 44.0</b>
33.0	<b>ADDITIONAL SECURITY DEPOSIT (SD) :</b> Additional Security Deposit (SD) has to be submitted by the successful bidder with value as follows: The value of additional SD shall be equal to:  0.30X{the difference 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}  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.



**34.0**

**DEALING WITH BANNED SUPPLIERS/ CONTRACTORS IN NBPPL**

**(a)** The guideline 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.

The above mentioned document is available at the following link:

[http://www.bhel.com/vender\\_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13\\_abridged.pdf](http://www.bhel.com/vender_registration/pdf/Suspension-of-Business-Dealings-with-Supplier-issued-Sept13_abridged.pdf)

**(b)** The evaluation of Bids and thereafter names of qualified bidders shall be sent to the customer NTPC for their acceptance.

**(c)** The Bid of the bidders whose performance in the past and present contracts with NBPPL is / was not satisfactory shall not be considered.