



एनटीपीसी बीएचईएल पाँवर प्रोजेक्ट्स प्राइवेट लिमिटेड

NTPC BHEL Power Projects Private Limited

(A Joint Venture Company of NTPC & BHEL)

SECTION-I

NOTICE INVITING TENDER

REF.: NBPPL/MM/HR/E-0523/20

DATE: 30.06.2020

Subject: Tender for “Security Services on 24x7 basis for 01 Year” at Power Equipment Manufacturing Plant, YSR Puram, Mannavaram village, Srikalahasti Mandal, Distt.-Chittoor (A.P.)

1. Sealed Tenders in two part bid system are invited for the following Work from reputed **Indigenous Agencies/ Contractor** who meets the Qualification Requirements as per section II of clause no. 5 of this NIT.

Sl.No	Description	Details	
1	Scope of Work:	Security Services on 24x7 basis for 01 Year at NBPPL Mannavaram.	
2	Duration	For 01 Year (01.08.2020 to 31.07.2021)	
3	Tender Enquiry No. & Date	NBPPL/MM/HR/E-0523/20 Dated 30.06.2020	
4	EMD in Rs.	Rs.1,00,000/-	Bidders registered as SSI/MSME/NSIC are exempted to submit Cost/Fee of Tender and EMD (EARNEST MONEY DEPOSIT).The bidder has to furnish valid documents in this regard along with techno-commercial offer.
5	Website & Start date of down loading	www.nbppl.in/tenders ; Date: 23.03.2020	
6	Due date, Time & Place of submission of tenders	14.07.2020; 14.00 Hrs. Either Through Speed/Registered Post/ in Person at: Manager (MM) NTPC BHEL POWER PROJECT PVT. LTD. (NBPPL) Power Equipments Manufacturing Plant, Y.S.R. Puram, Village Mannavaram, Srikalahasti Mandal, Distt. Chittoor – 517620 (A.P.)	
7	Place, Time & date of Technical bid opening	NTPC BHEL POWER PROJECT PVT. LTD. (NBPPL) Power Equipments Manufacturing Plant, Y.S.R. Puram, Village Mannavaram, Srikalahasti Mandal, Distt. Chittoor – 517620 (A.P.) At 15.00 Hrs on due date of Bid submission.	
8	Price Bid Opening	To be intimated later to all Technically Qualified Bidders.	
9	Addenda/Corrigenda/Amendments	All such cases shall be hosted in website & Bidder should regularly visit our website to keep themselves updated.	

Corporate Identity Number: U40102DL2008PTC177307

Delhi Office: 4th Floor, Core 3, Scope Minar, Laxmi Nagar, New Delhi – 110092 Tel. # 011-43001854 / 1894

Plant : Y.S.R. Puram, Village Mannavaram, Srikalahasti Mandal, Distt. Chittoor – 517620 (A.P.) Tel.# 91-877-2233701

Registered Office: NTPC Bhawan, SCOPE Complex, 7 Institutional Area, Lodhi Road, New Delhi-110003 website: www.nbppl.in



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- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid shall not be entertained.**
- 3.0 Bidder shall deposit **EMD (EARNEST MONEY DEPOSIT)** through Demand Draft/Pay Order in favour of *NTPC BHEL POWER PROJECTS PRIVATE LIMITED* payable at *TIRUPATI*.
- 4.0 The Bid documents of this tender consisting of following:
- Section I : Notice Inviting Tender (NIT)
Section II : Pre Qualifying Requirements (PQR)
Section III : Price Bid
Section IV : Terms & Conditions
Section V : General Conditions of Contract (GCC-Works)
- 5.0 The Bid shall be submitted in a sealed envelope super-scribing above with *NIT reference* and *due date of opening*. Your best quotation/offer for the above requirement, in line with the terms and conditions of bidding documents, should either be delivered in person or sent by **SPEED POST/REGISTERED POST**, to the place of submission of tenders latest by 14:00 Hrs. on last date of receipt of tenders.
- 6.0 Tenders submitted by post shall be sent by "ACKNOWLEDGEMENT DUE / BY COURIER". For any postal/courier delays, NBPPL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.
- 7.0 Tenders shall be opened by authorised officer of NBPPL at place, date and time as specified in the NIT, in the presence of such of those tenderers or their authorised representatives who may be present. The technical Bids i.e. Part I shall be opened on the last date of receipt of tenders at 15:00 Hrs.
- 8.0 **Bid Preparation:**
- The bidder has to follow the following guidelines in preparation of Bid:
- Part I:** This shall contain **Part IA & Part IB** in Envelope-I.
- Part IA:** This shall contain **EMD of Tender super-scribed** as "**EMD of Tender-Part IA**" in Envelope-II.
- Part IB:** This shall contain Techno Commercial bid in **original** duly signed, stamped & super-scribed as "**Techno Commercial Bid-Part IB**" in Envelope-III with followings,
1. Acceptance of NIT, Addenda/Corrigenda/Amendments, GCC, Terms & Conditions, PQR & TECHNICAL BID (duly signed & stamped on each & every page)
 2. Documentary evidence for PQR
 3. Listing of technical/ commercial deviation, if any

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4. Un-priced copy marked as "Quoted" of Price Bid (Part-II)
5. Other documents required as per NIT

Note: Please submit 1 copy of part I i.e. techno commercial bid.

Part II: This shall contain duly filled original Price Bid duly sealed & super-scribed as **"PRICE BID"** in Envelope - IV.

Note: Tender documents are non-transferable in any case.

9.0 Submission of Bids:

After preparation of bid as above in line with tender, the Bids shall be submitted in Two (2) Parts, duly sealed & super-scribed the headings, as mentioned below:

PART-I : Techno-Commercial Bid (Envelope-I) [Containing Envelope-II & Envelope-III]

PART-II : Price-bid (Envelope-IV)

Both Part-I and Part-II are to be submitted in an outer **Envelope-V**, sealed & super-scribing above NIT reference and due date of opening.

Note: The inner envelopes shall also indicate the name and address of the Bidder so that the bid can be returned unopened in case it is declared "late".

10.0 Procedure of Bid Opening:

10.1 All bids received within due date & time mentioned at Cl.No-1.0 above, shall be treated as valid offer. No late offers shall be considered. Bids shall be opened at the place mentioned at Cl. No.1 on schedule date & time of opening.

10.2 On the scheduled Bid Opening Date & time mentioned at Cl.No.1.0 above, **Techno-Commercial Bid-Part IB** of Part-I of Bid shall be opened in the presence of participant Bidders (who wishes to be present), who have satisfied the condition of **Part IA** of Part-I.

Note: Bids not accompanied by the requisite EMD or bids accompanied by EMD of inadequate value shall not be entertained and in such cases, bids shall be returned to the bidders without being opened as per the Cl.No.15 of the GCC (Rev-01, dated 07.10.2010)

10.3 The Technical Bids shall be evaluated for conformity to NBPPL requirements. All bidders are supposed to furnish required data with the Bids. Wherever clarifications are required, NBPPL at its discretion shall take the same either through exchange of correspondence or through discussion / presentation / demonstration.

10.4 The price bids - Part-II of only technically & commercially qualified bidders, who are found meeting Part-I, shall be considered for opening. The date and the time of opening of price bid shall be notified separately to such qualified bidders.

11.0 Standard pre-printed terms & conditions of the tenderers shall not be considered valid.

12.0 **Validity of offer:** Offer shall remain valid for **06 months** from the date of technical bid opening (Part I).

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- 13.0 Unsolicited fresh/revised Price Bids shall not be entertained.
- 14.0 Only Tenderers who have previous experience in the service of the nature and scope detailed in the tender terms & conditions are expected to quote for this service. Offer from Tenderer who do not have proven and established experience in the field as per Qualifying Requirement will not be considered.
- 15.0 The Tenderer shall quote the rates in English Language and international numerals. The "Total Price" column shall be the arithmetic multiplication of "Quantity" and the "Rate" of each row. For the purpose of tender, the metric system of units shall be used. The Rate Schedule has to be filled by the Tenderer in legible and neat handwriting or typed. In case of any discrepancy in the quoted "Grand Total" of the Price Format, the correct arithmetic total shall be considered.
- 16.0 Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
- 17.0 Purchaser reserves the right to split up the scope of the tender enquiry and place the orders for different scope/items with different bidders and also increase or decrease the quantity. Also purchaser reserves the right to accept or reject any or all offer without assigning any reasons thereof.
- 18.0 Tenders and all correspondences thereof shall be addressed to official whose name, designation & address is mentioned below:

Mr. Kolati RC Murthy
Manager (MM)
NTPC-BHEL Power Projects Pvt. Limited (NBPPL)
YSR Puram, Mannavaram Village, Sri Kalahasti Mandal,
Chittoor, A.P- 517620, India
Email ID: kolati@nbppl.in,

- 19.0 Any Clarifications as required may be sent by email/post at least 7 days before due date of offer submission.
- 20.0 NBPPL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder to decide the successful 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 NBPPL decides to go for RA. Detailed guidelines for Reverse Auction procedure shall be intimated later in case NBPPL decides for reverse auction.

Those bidders who have given their acceptance to participate in reverse auction will have to necessarily submit "Process compliance form" (to the designated service provider) as well as 'Online sealed Bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by NBPPL as per extant guidelines for suspension of business dealings with suppliers/ contractors.

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to NBPPL along with the offer. **The envelope sealed price bid of successful bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.**

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If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this account in any subsequent tender in the unit, it will be considered as fraud and will invite action by NBPPL as per extant guidelines for suspension of business dealings with suppliers/contractors."

21.0 *In case the tender opening date is a holiday/public holiday, then the tenders shall be opened on next working day.*

22.0 Order of Precedence

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by NBPPL
- Notice Inviting Tender (NIT)
- Pre qualifying Requirement (PQR)
- Price Bid
- Terms & Conditions
- General Conditions of Contract (GCC Works)

23.0 **Bidder's contact details for evaluation of offer (Please provide the details without fail):**

Description	Bidder's Contact Personnel's Details			
	Name	Mobile No.	Landline No.	Email ID
For Technical Evaluation :				
For Commercial Evaluation :				

Thanking you,

Yours Faithfully,

For and on behalf of NBPPL

(Kolati RC Murthy)

Manager (MM)

SECTION-II

Pre-Qualification requirement for Security Services Contract.

1. The tenderer shall have the experience of providing security services to any Central Government /State Government/ PSU(s) / Autonomous institutions / deemed CPSES / large private organizations.
2. The tenderer shall have experience of completing similar work during the last 7 years as per the following:
 - a. Three similar completed works costing not less than 17 Lakhs each
 - b. Two similar completed works costing 21 lakhs each
 - c. One similar completed work costing not less than 33.5 lakhs
3. The tenderer shall submit audited balance sheets & statement of P&L along with scheduled notes for the last three financial years ending 31.03.2019
4. The average annual financial turnover shall be more than 12.5 lakhs for the last three financial years
5. Tenderer should have earned profit in any one of the three financial years
6. Tenderer shall submit positive networth certificate for the last financial year
7. Tenderer shall submit valid Permanent Account Number (PAN)
8. Tenderer shall submit relevant document in proof of statutory compliances such as PF, ESI, Minimum wages, Bonus, Contract labour license wherever applicable, etc.,

SECTION-III
PRICE SCHEDULE

Sl. NO	DESCRIPTION	% / No.	Guard without arms (10 Nos)	Supervisor (1 No)
1	Min Wages per-day		593.00	695.00
2	PF employer contribution including administration charges	13	77.09	90.35
3	ESI or Insurance @ 3.25% (subject to actuals)	3.25	19.27	22.59
4	Annual Leave Payment@ 5%	5	29.65	34.75
5	Bonus @8.33% limited to a maximum of Rs.21000 /- Per Annum	8.33	49.40	57.89
6	Uniform Maintenance allowance@1%	1	5.93	6.95
7	Total Amount for one Manday		774.34	907.53
8	Service Charge (% of profit on total amount for one day and shall remain fixed for one year)			
9	Total cost per day (8+9)			
9	Total expenditure for 10 guards and 1 supervisor per day			
10	Expenditure for the period 01.08.2020 to 31.07.2021 @ 365 days	365		
	Total Ex-works Cost			
	GST @ 18%			
	Grand Total			

NOTE: The total amount for one manday is based on present prevailing minimum wages and may vary as per Govt. Notification on minimum wages from time to time that shall be reimbursed by NBPPL under special conditions of Terms & Conditions of contract. Contractor has to ensure payment of above min wages as applicable from time to time as per Govt. notification with all necessary statutory compliance.

Seal & Signature of Bidder

SECTION-IV
TERMS AND CONDITIONS OF CONTRACT

NAME OF WORK: "Hiring of Security services at NBPPL, Mannavaram on 24*7 basis".

1. The 'contractor' shall as per the requirement of the Company, provide security arrangements, suitable and appropriate vigilance, and watch & ward services to the Company's assets which includes public buildings in the entire NBPPL Mannavaram site viz., Administration building, PMP buildings, Transit hostel, Fabrication Block, Stores, and any other Public Building (s) or area etc., Plant and machinery, movable assets, to be entrusted during the tenure of the contract. This would also include patrolling of peripheral boundary, stopping of unauthorized activities as required on round-the-clock and 24/7 basis in accordance with the instructions given by the Company 's Official (s), from time to time and prevention of unauthorized occupation of company land etc.,
2. The contractor shall provide preferably Ex-servicemen for the purpose mentioned herein above. All instructions for the day-to-day work will be given by the contractor or his authorized representative from the officer-in-charge, HR-Administration Department, NBPPL Mannavaram or any other officer duly authorized by him. However, this cannot be construed that the staff deployed by the contractor for execution of the contract are controlled by the officer-in-charge, Administration Department or any other officer authorized by him as regards method or manner of their working.
3. The man-power to be deployed on any day shall be 10 guards and one supervisor. Preference would be given for Ex-servicemen. However, civilians will also be accepted. Additional deployment shall be provided as per the instructions of EIC
4. The rates quoted shall be conforming to statutory guidelines, inclusive of all implications towards payment of all statutory benefits, compensation etc., towards deployment of guards round the clock throughout the year.
5. The contractor shall arrange for replacement of security personnel as may be necessary at the contractor's expenses in case of sickness, absence or leave, for any reason whatsoever, and no post or point is left unmanned. **Any such deployment which may require overtime payment shall be borne by the contractor and no extra cost should be charged to NBPPL.**
6. The contractor shall also provide any additional security personnel as required from time to time within two days of communication in writing / verbal to the Security Supervisor on the same rates as agreed to and the Company reserves the right to dispense with any location or any part of the work and such an intention would be communicated by the Company in writing which should be complied with by the contractor within two days.
7. Each shift will be of 8 hours per day and 3 shifts will be there per day. Six-day week will be followed and the seventh day would be weekly-off in normal conditions. **The agency should deploy extra guards during weekly off days & holidays in place of the rostered guards rather than rotating the regular rostered guards.**

8. In the event of theft of any property, entrusted to the agency by officer-in-charge or Administration Department or his representative, like property which is not under lock & key, public buildings, vacant residential quarters etc., it shall be the responsibility of the contractor or his local representative to bring it immediately to notice of the officer (s) of the NBPPL together with a preliminary investigation report to enable them to take up the matter further with the police or any other agency / authority for recovery of the stolen material / property. In case the police are unable to recover the lost property, it shall be the responsibility of the contractor to recover the same and hand over to the Company, in the absence of which the Company has the right to fix the compensation which is to be paid by the contractor. Such cumulative compensation will not exceed 5% of the executed contract value. This is without prejudice to other rights and remedies available to the Company under the contract and as per law.

9. The security personnel deployed by the contractor at the Company's premises shall be employees of the contractor for all legal purposes & consequences, and are not of the Company. It shall never be construed that there is master and servant relationship between the Company and the persons deployed by the contractor.

10. It shall never be construed that the money paid by the contractor to their personnel is the money of the Company. The Company has no obligations in respect of economic control or subsistence or skill or continued employment of the persons deployed by the contractor.

11. The contractor shall be responsible for implementation of all Government guidelines applicable and the discipline of their personnel deputed at the Company's premises.

12. The contractor shall comply with all the provisions of 1. Employees Provident Fund & Misc. Provisions Act, 1952, 2. Payment of Wages Act, 1948, 3. Minimum Wages Act, 1948, 4. Employees Liability Act, 1938, 5. Industrial Disputes Act, 1947, 6. Contract Labour (Regulation & Abolition) Act, 1970, 7. Bonus Act, 1965, 8. ESI Act, 1948, 9. Pension Schemes and all other labour welfare, social and other applicable legislations as amended from time to time and shall pay the contribution/subscription/compensations in accordance with the said applicable acts, rules and regulations.

13. The contractor shall solely be responsible for all acts of commission and/or omission on the part of the security personnel deployed at the Company's premises.

14. The contractor shall solely be responsible for the payment of wages, allowances and other amenities to its personnel. NBPPL shall in no way be responsible for the welfare of the contractor's security personnel; and the contractor alone shall solely and invariably be responsible for the welfare of their personnel deputed at the NBPPL premises under the various acts, ordinances, rules and regulations whether central or state

15. The contractor shall solely be responsible for any accident/injuries to their personnel or to third parties arising out of or in the course of deployment of such personnel; and the contractor shall adhere to all the formalities/regulations/obligations, such as reporting to appropriate authorities, treatment of the injured and meeting the expenses incidental thereto, payment of compensation etc., The contractor shall take up an appropriate insurance covers at their own expenses for the purpose of meeting the above contingencies.

16. The contractor shall obtain at their cost all permits and licenses as may be required under the various laws / regulations for carrying out its obligations under this contract.

17. The contractor shall arrange to change the security personnel at such intervals and in such a manner as may be directed by the NBPPL from time to time. The contractor shall also change any of its personnel if instructed to this effect by NBPPL and comply with such instructions of the NBPPL within two days of issuing a notice to the Security supervisor.

18. The Contractor shall provide proper uniform, shoes to their security personnel suitable to the nature of their duties and the security guards should always be in proper uniform while on duty. No recovery from the staff shall be made towards uniform, shoes etc provided.

19. The contractor shall maintain proper records, registers etc., as required under various enactments and further shall comply with all statutory provisions thereof in obtaining registrations, licenses, filing returns, submitting information etc.,

20. The contractor shall at all times make available to the Company authorised official records / registers required to be maintained under various laws in force and necessary certificates and licenses for reference / inspection and shall provide copies of any returns, statement etc., to NBPPL as may be required from time to time.

21. The contractor shall agree to effect Income-tax deduction (TDS) by the Company from the contractor's bills at the rate applicable from time to time.

22. The security personnel provided shall preferably be mix of Ex-service men and civilians with high integrity and confidence. The antecedents of the persons should be verified by the contractor to the entire satisfaction of the NBPPL with the respective police and should submit such verification reports to NBPPL within a month from the date of deployment.

23. The number of security guards provided per day / month will be calculated on the basis of the number of shifts / duties performed by the contractor's security personnel during the period.

24. The contractor shall be responsible for preventing of stray, cattle / pigs entering the premises and that if any cattle / pig are found at any time in the site premises a penalty will be levied and deducted from the contractor's bills as deemed fit by NBPPL.

25. Payment shall be made to the agency once in a month on certification by the Officer-in-charge on submission of the bills. The Agency shall submit all the records, log book etc. to the Officer-in-charge to satisfactorily establish that you have complied with all the provisions of this contract.

26. The period of Contract shall be 01 year, commencing from the date of issue& LOI provided that if necessary in the opinion of the company to extend the contract, the company will be at liberty to extend the contract for further period as may be decided by the Company upon such terms and conditions mutually agreed between the parties herein.

27. In case of default / non-compliance / breach of any of the provisions of the terms and conditions of the contract / unsatisfactory performance, NBPPL shall terminate the contract without assigning any reasons with 07 days notice or pay in lieu.

28. The contractor shall submit the names and addresses of the guards/Ex-servicemen to be deployed in advance and only such personnel shall be deployed who are approved by the Officer-in-charge for this work from NBPPL.

29. The Head of NBPPL-Mannavaram or any of his authorised representative(s) has the right to inspect any location of NBPPL at any time without assigning any reason. The security guards so deployed by the contractor shall not create any hindrance to the officials of NBPPL.

30. The contractor shall be responsible for patrolling the whole Mannavaram site including Transit Hostel area to keep away any unauthorized person (s).

31. It shall be obligatory on the part of the contractor to deploy armed guards, as and when required, in a few locations and the persons deployed shall have necessary license for fire arms. Payment for the same shall be made separately at mutually agreed rates / as per minimum wage notification issued from time to time.

32. In normal conditions, NBPPL reserves the right to short-close the contract with 30 days notice without assigning any reasons. The contractor shall have no claim whatsoever on this account.

33. The scope of work, description and the terms & conditions mentioned herein above, are only indicative and not exhaustive and the contractor shall meet any other requirements of NBPPL from time to time relating to the security and watch & ward duties in NBPPL Mannavaram site.

34. On award of the contract, the contractor shall deploy the security personnel within a period of 7 (Seven) days.

35. **ARBITRATION** : Except where otherwise provided for in the contract all questions and disputes relevant to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment there of shall be referred to the sole arbitration of the Managing Director of NBPPL and if the Managing Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Chairman and Managing Director, NBPPL, willing to act as such arbitrator. There will be no objection if the arbitrator so appointed is an employee of NBPPL Ltd, and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason as aforesaid at the time of such transfer, vacation of office or inability to act, Chairman and Managing Director, NBPPL shall appoint another person to act as arbitrator in accordance with the terms of the contract. It is also a term of this contract that no person other than a person appointed by Chairman and Managing Director, NBPPL as aforesaid should act as arbitrator and if for any reason, that is

not possible, the matter is not to be referred to arbitration at all. The provisions of the Arbitration Act, 1940 or any statutory modification or reenactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator (s) may from time to time with consent of the parties enlarge the time for making and publishing the award. The work under the contract shall, if reasonably possible, continue during the arbitration proceedings and no payment due or payable to the contractor shall be withheld on account of such proceedings. The arbitrator shall be deemed to have entered on the reference on the date he issued notice to both the parties fixing the date of the first hearing. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the Arbitrator (s).

36. LAWS GOVERNING THE CONTRACT : This contract shall be governed by the Indian laws in vogue and as amended from time to time.

37. JURISDICTION : Any dispute arising out of the contract shall be under the jurisdiction of court of law which has territorial jurisdiction over NBPPL, Mannavaram.

38. Agency may employ security personnel and/or Ex-Servicemen (ESM) preferably upto 55 years of age, and depending on health of individual upto 60 years of age, subject to approval of Officer-in-charge, NBPPL.

39. Payment will be made strictly as per actual deployment basis otherwise proportionate deduction from the monthly bill will be effected in case of non deployment noticed in any of the identified location (s). The deployed security guard should be healthy so as to discharge his duty effectively.

40. Subletting : No part of the Contract shall neither be sublet nor transfer to a third person or party through Power of Attorney. Further, authorizing others to receive payments on behalf of the Contractor will not be entertained.

41. The Proprietor should have thorough knowledge of Contract and Labour Laws & other Statutory provisions as revised from time to time as stipulated in statutory guidelines.

42. If any crime takes place inside the Mannavaram site premises, it is the minimum responsibility of the security guards and/or the agency for providing assistance to the victim in lodging a complaint with Local Police.

NOTES TO SCHEDULE OF QUANTITIES:

1. Total security personnel to be deployed: Security Guards - 10 Nos only on any day and supervisor-01 Nos, unless instructed by EIC to deploy additional
2. Documentary evidence for ESI / Insurance premium payment receipt, salary statements of bak to be submitted

3. Number of guards required will be increased / decreased as per requirement and the agency has to deploy the guards as per the instructions of the Officer-in-charge for the same scope of work if required and as decided by the Officer-in-charge.
4. Deployment of guards shall be for all 12 **months**.

DEPLOYMENT DETAILS OF SECURITY PERSONNEL :

Notes :

1. Locations/ Deployment of Guards as above is provisionally allocated. Depending up on the requirement, deployment / Locations will be changed by Officer-in-charge.
2. The proposed number of guards is tentative. The number of guards will be increased or decreased according to the requirement. The agency shall deploy the guards as per the instruction of Officer-in-charge and payment will be made as per the LOA rates per day / per month etc.

SPECIAL CONDITIONS:

1. The rates payable by the agency to Security Guards shall be as per Minimum Wages Act.
2. Contractor shall pay the guards and supervisor all the elements mentioned in price schedule.
3. The tender is called for quotation of Service Charges only to be quoted by the agency as percentage of Total amount payable to Security personnel as per Annexure-A.
4. GST shall be reimbursed by NBPPL subject to deposit by the agency if applicable and claim on deposit of documentary evidence.
5. The successful bidder will be required to open bank account in the local bank in the names of individuals, deployed at NBPPL and payments will be effected through bank only and an undertaking to this effect need to be given by the bidder along with tender.
6. Security personnel requirements may vary as per actual requirement of NBPPL, during currency of the contract and service charges will be paid as per actual deployment of security personnel.
7. If the wage revision like minimum wages etc. takes place during the period of contract, the wages shall be revised accordingly. NBPPL will pay the same to the agency.
8. The contractor shall provide uniform, shoes, cap, etc to the guards and supervisor and the cost of such items may be recovered from them as they are being paid uniform allowance.
9. Monthly payments to the guards and supervisor shall be paid into their bank accounts every month and a proof be produced to this effect with the following monthly bill.
10. Proof of payment towards PF, ESI/Insurance, GST shall be submitted.
11. The agency should furnish before deployment of guards all the details like qualification, eligibility, bio-data with permanent address to NBPPL. After consent from NBPPL only he can be deploy the guards

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SECTION- I

GENERAL INSTRUCTIONS TO TENDERERS

- 1 This tender specification as a whole, furnishing all the details and other documents as required in the following pages, shall be duly signed and sent in a sealed cover (IN DUPLICATE) superscribing the name of work as given in the tender notice.
- 2 The tender shall be addressed to: OFFICER INVITING TENDER AS INDICATED IN THE TENDER NOTICE.
- 3 Tenders submitted by post shall be sent as "**REGISTERED/ SPEED/ COURIER POST**" and shall be posted with due allowance for any postal delay. The tenders received after the due date and time of opening are liable to be rejected. Offers received by Telegram/telex/ Fax/ E-mail/ Internet shall not be considered unless otherwise specified in NIT.

4 PROCEDURE FOR SUBMISSION & OPENING OF TENDERS

- 4.1 Tenders shall be submitted in **two parts** as described below on or before the due date by **2 p.m.**

PART - I: TECHNO-COMMERCIAL BID :Containing BID SECURITY of specified amount and mode in a separate envelope, Technical offer, Annexure-I & II, Commercial Terms & Conditions and Unpriced Copy of Price Bid, in five (5) sets.

PART-II: PRICE BID: Containing Prices, to be submitted in Two sets strictly as per enclosed Price Schedule Format (One original + one copy of the original), for complete scope of the Tender Enquiry.

NOTE: Any changes in the specified price format, if made, other than those specified and accepted in the unpriced format, the offer is liable to be rejected.

- 4.1.1 PART-I (techno-commercial bid) may be opened on the due date and time as specified in the Enquiry Letter, in the presence of tenderers who may like to attend.

Incomplete offers are liable to be rejected. Purchaser reserves the right to open both the parts i.e. Part-I and Part-II together.

- 4.1.2 PART-II containing prices shall be submitted along with Part-I, but in a separate sealed cover.

Any corrections/amendments shall be properly and fully authenticated. If not done so, the offer is liable to be rejected.



4.1.3 In case it becomes necessary for the tenderer to make any changes in his original price bid (Part-II) on account of technical/commercial confirmations/clarifications, against the changes raised by the purchaser, to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted. Revised price bid only if requested by the purchaser shall be submitted, in a separate sealed cover duly superscribed as:

"DISCOUNT/ IMPACT/ REVISED PRICE BID (PART-II) (DELETE WHICHEVER IS NOT APPLICABLE), REVISION NO _____ AGAINST TENDER ENQ. NO. _____ DATED _____".

4.1.4 However if any bidder on his own offers price discount or reduce prices, the same would be acceptable. Other bidders in such a case would also be informed and can submit reduced prices, if so desired by them. **No price increase is acceptable till the validity of offer.**

4.2 After the tenders have been technically & commercially examined and the necessary clarifications etc. obtained, Part-II containing FINAL REVISED PRICE BID, if submitted, otherwise, the original Price Bid shall be opened, for which the date and time shall be intimated to the technically and commercially acceptable tenderers only, in case of public opening.

NOTE: NBPPL also reserves the right to open the earlier price bids, if any, submitted by the bidders, if required.

4.3 No correspondence shall be entertained from the tenderers after the opening of Part-II (Price bid) of the tender.

4.4 Not more than two representatives will be permitted to be present for the tender opening.

4.5 Purchaser may negotiate the tender, if the quoted rates/terms are found to be unreasonable or in the unacceptable range.

4.6 MARKING ON ENVELOPES

4.6.1 The followings shall be super scribed on the envelopes

PART-I: 1. TENDER ENQUIRY NO. AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "TECHNO-COMMERCIAL BID".

PART II: 1. TENDER ENQUIRY NO AND ITEM DESCRIPTION
2. DUE DATE FOR OPENING
3. "PRICE BID".

4.6.2 Impact/Discount through e-mail or letter without proper superscription on the envelope is not acceptable.



4.6.3 Both Parts - I & II shall be submitted in separate sealed covers duly super scribed as indicated above and shall be enclosed further in a **main cover** duly sealed and super scribed as :

"TENDER FOR _____ AGAINST TENDER ENQ. NO.
_____ DUE ON _____ CONTAINING PART-I &
PART-II BIDS".

4.6.4 Envelope not marked with tender enquiry number is liable to be ignored and may not be opened.

4.7 BID SUBMISSION

4.7.1 The tenders shall be addressed to the official inviting Tenders by name and designation and sent at the address mentioned in the NIT

4.7.2 Tenders can either be delivered in person or sent at the above mentioned address by **COURIER/REGISTERED POST**. It shall be the responsibility of the bidder to ensure that the tender is delivered in time as tenders received after the **Due Date** and **Time** of opening are liable to be rejected.

4.8 Unsolicited tenders shall not be entertained.

4.9 Order/Contract when finalized will be issued in the name of the bidder only and change of name during tender evaluation and after submission of the tender is liable to make this offer ineligible for participation.

5 PART-I (TECHNO-COMMERCIAL BID) - CONTENTS & CHECKLIST

5.1 The tender shall be submitted in specified number of copies in separate sections for main equipment, recommended spares, etc., as per scope defined. Bid Security of specified amount and mode shall be submitted in separate envelope clearly indicating on the envelope Bid Security, amount, mode and put in main envelope of Part-I.

5.2 Technical offer for main equipment shall contain:

- a) Technical specifications/write-ups.
- b) Scope of supply & bill of material.
- c) Catalogues, literature & drawings/data sheets and P&ID with terminals marked up.
- d) Schedule of commissioning spares and mandatory spares (to be given separately) giving only description of each item and quantity, **as per given format if any**.
- e) Optional items as per NBPPPL price schedule format.

- f) Recommended list of spare parts for three years of operation as applicable.
- g) Schedule of supervision for erection & commissioning services,
- h) Schedule of maintenance/erection tools and tackles covered in the scope of supply as per NBPPL price format.
- i) PERT Network/Bar Chart for engineering, manufacturing, testing & dispatch of the offered equipments.
- j) Guarantee offered for the capacity of the system/equipment, auxiliary power consumption & consumables like chemicals etc. as applicable.
- k) Listing of technical deviations
- l) Listing of exceptions & assumptions
- m) Services and materials to be provided by the purchaser.
- n) Names of main sub-contractors/vendors and their scope and subcontractor's ordering schedule
- o) Quality plans and Field Quality Plans.
- p) All other details/documents as listed in tender documents.

5.3 **Commercial offer shall contain:**

- a) Agreed terms & conditions (Annexure-II).
- b) Listing of Commercial Deviations, if any w.r.t. GCC & SCC.
- c) Unpriced copy of the Price Bid (Part-II), indicating the BOQ as per the Technical Specifications.
- d) Delivery schedules.
- e) Validity of offer.

6 **PART II (PRICE BID) - CONTENTS AND CHECK LIST**

- 6.1 The **BEST** offer with FIRM prices(or with PVC as specified in NIT) as per the **PRICE SCHEDULE /PRICE FORMAT** given along with NIT shall be submitted in specified number of copies in separate sections for main equipment, O&M spares and supervision offer/erection and commissioning offer, as per scope defined.

- 6.2 In case any bidder insists for price variation clause (PVC), where NIT specifies FIRM price, the offer should contain :-
- PVC Formula
 - Ceiling for PVC
 - Base date and applicable indices for base date

Open ended PVC formula is not acceptable. Indices shall be based on Government of India/ RBI publications/ IEEMA/ LME etc... However, NBPPL reserves the right to accept / reject the offer with PVC.

- 6.3 Price Bid for MAIN EQUIPMENT shall cover basic equipment price with excise duty, sales tax, freight, octroi, or any other charges as applicable under any Law, as per format enclosed.
- 6.4 Price Bid for recommended spares shall cover Item-wise rate and total value, packing and forwarding charges, excise duty, sales tax, freight, insurance, octroi or any other charges as applicable under any Law , as per format enclosed
- 6.5 Supervision Offer for erection & commissioning/offer for E&C shall cover the following (if applicable)
- Scope of work.
 - Schedule of tools & plants, civil work, consumables, control & instrumentation, manpower requirement (to be provided by the purchaser in case of supervision offer).
 - Supervision charges on man-day basis and total period in man-months of supervision required, indicating services and facilities to be provided by the tenderer.

OR

Erection and commissioning lump sum charges/unit-wise charges for elements of Main equipment as applicable.

Note –The total Erection and commissioning charges should be minimum 10% of the total quoted price of the package failing which break up of prices shall be adjusted accordingly for evaluation & ordering

- 6.6 **Authority of person signing the tender on behalf of the tenderer :**

A person signing the tender or any other document in respect of the Order/Contract on behalf of the tenderer, without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the tenderer. If it is discovered at any time that the person so signing had no authority to do so, the purchaser may, without prejudice to any other right or remedy, cancel the Order/Contract and make or authorise the purchase of the stores at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the Order/Contract including any loss which the purchaser may sustain on account of such purchase.



- 7 Tenders shall be opened at the time and date as specified in the tender notice in the presence of such of those tenderers or their authorized representatives who may be present.
- 8 The tenderers shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omission in the Drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., he shall at once contact the authority inviting the tender for clarification before the submission of the tender.
- 9 Before tendering, the tenderers are advised to inspect the site of work and the environments and be acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour. No claim will be entertained later on grounds of lack of knowledge and hindrances
- 10 Tenderer must fill up all the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the Tender Specification must be SIGNED, STAMPED AND SUBMITTED ALONG WITH THE OFFER by the Tenderer in token of complete and unconditional acceptance thereof. The information furnished shall be complete by itself.
- 11 The tenderer shall quote the rates in English Language and international numerals. These rates shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate. For the purpose of tender, the metric system of units shall be used.
- 12 All entries in the tender shall either be typed or be written in ink. Erasure and over writings are not permitted and may render such tenders liable to summary rejection. All cancellations and insertions shall be duly attested by the tenderer.
- 13 **QUALIFICATIONS OF TENDERERS:** Only tenderers who have previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work. Offers from tenderers who do not have proven and established experience in the field are not likely to be considered. Decision of the NBPPL in this regard would be final.
- 14 **DATA TO BE ENCLOSED:** Full information shall be given by the tenderer in respect of the following. Non-submission of this information may lead to rejection of the offer.
 - 14.1 **FINANCIAL STATUS:** Financial viability as per Proforma enclosed at **ANNEXURE- 'A'**
 - 14.2 **INCOME TAX CERTIFICATES:** A Certificate of Income tax clearance from the appropriate authority in the forms prescribed there for duly indicating annual turnover. These certificates shall be valid for one year from the date of issue or for the period prescribed therein for all tenders submitted during the period.



- 14.3 **PREVIOUS EXPERIENCE** : A statement giving particulars (duly supported by documentary evidence) of the various service rendered in progress for each similar works by the tenderer indicating the particulars and value of each work, the site location, the duration, date of completion etc., strictly as per Proforma enclosed at **ANNEXURE-B**.
- 14.4 **ORGANISATION CHART** : The organization pattern that are totally available with him and that will be employed by the tenderer for this work in the form of month wise and category wise deployment plan duly indicating the number of Engineers, Supervisors, skilled and unskilled workers etc., as per Proforma enclosed at **ANNEXURE-C**.
- 14.5 An attested copy of the **Power of Attorney**, in case the tender is signed by an individual other than the sole Proprietor, shall also be attached.
- 14.6 **IN CASE OF AN INDIVIDUAL**: His full name, experience, address and nature of business.
OR
- IN CASE OF PARTNERSHIP FIRMS**: The names of all the partners with addresses and their experience. A copy of the partnership deed/ instrument of Partnership duly certified by a Notary Public shall be enclosed.
OR
- IN CASE OF COMPANIES** : Date and place of registration including date of commencement certificate in case of public companies and the nature of business carried or by the Company. Certified copies of memorandum and Articles of Association are also to be furnished. Also indicate names, addresses and experience of the Directors.
- 14.7 A list of tools and tackles (including cranes, tractor-trailers, winches, Derricks, welding sets etc., wherever applicable) that the tenderer is having and those that will be deployed on this job as per Proforma enclosed at **ANNEXURE-D**.
- 14.8 Analysis of unit rate quoted as per Proforma enclosed at **ANNEXURE-E**.
- 14.9 Declaration sheet as per Proforma enclosed at **ANNEXURE-F**.
- 14.10 In additions to the above, the particulars required elsewhere in tender documents.
- 14.11 Checklist and schedule of general particulars duly filled in, signed and stamped as per **ANNEXURE-G**.
- NOTE** : In terms of clauses 14.1 to 14.11 above, all the data required to be enclosed with the tender need to be furnished neatly typed, signed and stamped in the given formats only (in the form of separate sheets) failing which the tender may be considered as incomplete and is liable for rejection. Documentary proofs wherever necessary also need to be enclosed.
- 15 **EARNEST MONEY DEPOSIT (EMD)**: Every tender must be accompanied by the prescribed amount of EMD. EMD shall be in the form of Pay Order or Demand Draft in favour of NBPPL. Bids not accompanied by the requisite EMD in a separate sealed envelope or bids accompanied by EMD

of inadequate value shall not be entertained and in such cases, bids shall be returned to the bidders without being opened.

- 15.1 The EMD shall be returned to the unsuccessful bidders after placement of LOA .
- 15.2 The EMD of the successful bidder will be returned when the bidder has furnished the required Security Deposit.
- 15.3 The EMD may be forfeited :
- If the bidder withdraws the bid during the period of bid validity specified by the bidder in their bid
 - If the bidder does not accept the correction of its Bids Price (resulting from the arithmetical errors) as per provision in the Price Bid / Schedule of Prices.
 - If the bidder does not withdraw any deviation at the cost of withdrawal indicated by him.
 - In the case of a successful Bidder, if the bidder fails within the specified time limit to furnish the Security Deposit .
- 16 **AUTHORISATION AND ATTESTATION:** Tenders shall be signed by persons duly authorized / empowered to do so. Certified copies of such authority and relevant documents shall be submitted along with the tenders.
- 17 **VALIDITY OF OFFER:** *THE OFFER SHALL BE KEPT OPEN FOR ACCEPTANCE FOR A MINIMUM PERIOD OF SIX MONTHS FROM THE DATE OF OPENING OF TENDERS.* In case NTPC BHEL Power Projects Private Limited calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.
- 18 **EXECUTION OF CONTRACT:** The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by NTPC BHEL Power Projects Private Limited. The successful tenderer shall be required to execute an agreement in the prescribed form as per **ANNEXURE- I'** with the NBPPL within 30 days from date of LOA after the acceptance of his tender and in any case before submitting the first bill for payment.
- 19 **SECURITY DEPOSIT:** Upon acceptance of tender, the successful tenderer must deposit the required amount of security deposit before start of work. , The rate of security deposit will be as below of the Contract value:
- Up to Rs. 10 Lakh : 10%
 - Above Rs.10 Lakh and up to Rs. 50 Lakh: Rs.1 Lakh + 7.5% of the amount exceeding Rs.10 Lakh
 - Above Rs. 50 Lakh: Rs.4 Lakh +5% of the amount exceeding Rs.50 Lakh.
- 19.1 The Security Deposit may be furnished in any one of the following forms :-
- (a) Cash (As permissible under Income Tax Act).
 - (b) Pay Order, Demand Draft in favour of NBPPL.
 - (c) Local cheques of scheduled banks, subject to realization.

- (d) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of NBPPL and discharged on the back).
- (e) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in Companies Act. All the BGs are to be submitted as per NBPPL BG format as per Annexure-I
- (f) Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in Companies Act. The FDR should be in the name of the contractor, A/C NBPPL, duly discharged on the back.
- (g) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.

(Note: In case of small value contract not exceeding Rs.10 Lakh and all SAS jobs, work can be started before Security Deposit is collected. However, payment can be released only after collection/recovery of initial 50% Security Deposit).

- (h) EMD of the successful tenderer can be converted and adjusted against the security deposit.

NOTE: Acceptance of Security Deposit against Sl. No. (d) and (f) above will be subject to hypothecation or endorsement on the documents in favour of NBPPL. However, NBPPL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- 19.2 Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.
- 19.3 The validity of the Bank Guarantee furnished towards Security Deposit under (e) above shall be up to the period of completion of work as stipulated in the Letter of Intent + 1 month and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.
- 19.4 If the value of the work done at any time exceeds the accepted agreement value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor or recovered from payments due to him.
- 19.5 Failure to deposit the Security Deposit within the stipulated time, may lead to forfeiture of Earnest Money Deposit and Cancellation of the award of work.
- 19.6 If any part of Security Deposit of the Contractor is held in the form of approved securities, it shall be kept transferred in the name of NTPC BHEL Power Projects Private Limited, in such a manner that the same can be realized fully without referring to the Contractor. NBPPL shall not be



responsible for any depreciation in the value of the Security while in NBPPL's custody or for any loss of interest thereon.

19.7 NBPPL reserves the right of **forfeiture of Security Deposit** in addition to other claims and penalties in the event of the contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of contract. NBPPL reserves the right to set off the Security Deposit, against any claims of any other contracts with NBPPL.

19.8 **RETURN OF SECURITY DEPOSIT** : If the contractor fully performs and completes the work in all respects to the entire satisfaction of NBPPL and presents an absolute "**No Demand Certificate**" in the prescribed form and returns properties belonging to NBPPL taken, borrowed or hired by him for carrying out the said works, half the amount of Security Deposit will be released to the contractor after deducting all costs, expenses and other amounts that are to be paid to NBPPL under this or other contracts entered into with the Contractor. It may be noted that in no case the Security Deposit shall be refunded / released prior to passing of final bill. Balance half of the amount of Security Deposit will be released only after the Guarantee Period is over.

20 **No interest** shall be payable by NBPPL on Earnest Money Deposit, Security Deposit or on any moneys due to the contractor.

21 **REJECTION OF TENDER AND OTHER CONDITIONS** :

21.1 The acceptance of Tender will rest with NBPPL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever.

- a) To reject any or all of the tenders.
- b) To split up the work amongst two or more Tenderers.
- c) To increase or decrease the quantities.
- d) To award the work in part.
- e) To reject any commercial or technical deviation given in the offer.
- f) To pre-pone/post-pone the date of opening for the tender with due communication to the tenderers well within time.
- g) In either of the contingencies stated in (b) and (c) above to modify the time for completion suitably.

21.2 Standard pre-printed conditions of tenderer attached to the offer will not be accepted and only those in the body of the offer will be considered.



- 21.3 Conditional and un-witnessed tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.
- 21.4 If a tenderer expires after the submission of his tender or after the acceptance of his tender, NBPPL may at its discretion, cancel such tender. If a partner of a firm expires after the submission of the tender or after the acceptance of the tender, NBPPL may cancel such tender at its discretion unless the firm retains its character.
- 21.5 NBPPL will not be bound by any Power of Attorney granted by the tenderer or by changes in the composition of the firm made subsequent to the execution of the contract. NBPPL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 21.6 If the tenderer gives wrong information in his tender, NBPPL reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money/ Security Deposit/ any other moneys due.
- 21.7 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the contractor who resorts to canvassing are liable to be rejected.
- 21.8 Should a tenderer or contractor or in the case of a firm or Company of contractors/ one or more of its Partners/ share holders / Directors have a relation or relations employed in NBPPL, the authority inviting tender shall be informed to the fact along with the offer, failing this NBPPL may, at its sole discretion reject the tender or cancel the contract and forfeit the Earnest Money/ Security Deposit
- 21.9 The successful tender shall not sub-contract the part or complete work detailed in the tender specification without written permission of NBPPL. The tenderer is solely responsible to NBPPL for the work awarded to him.
- 21.10 **NO DEVIATIONS** to the tender conditions will normally be accepted. however, if the tenderer insists for certain deviations to the conditions, financial implication thereof shall be loaded to the quoted price for evaluating the tenderer's offer.



SECTION - II

GENERAL TERMS AND CONDITIONS

- 22 The following terms and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 22.1 **NBPPL** shall mean NTPC NBPPL POWER PROJECTS PRIVATE LIMITED, a Company registered under the Indian Companies Act, 1956, with its Registered Office at NTPC BHAWAN, CORE-7, SCOPE COMPLEX, LODHI ROAD, NEW DELHI-110003, and with its Corporate Office at The Corenthum, 6th Floor, Lobe-4, Tower-B, and Plot No. A-41, Sector-62, Noida-201309 (UP) or its authorized officers or its Engineer or other employees authorized to deal with any matters with which these persons are concerned, on its behalf.
- 22.2 '**GENERAL MANAGER**' shall mean the Officer in Administrative charge of the contracting Unit of NBPPL.
- 22.3 '**ENGINEER**' or '**ENGINEER-IN-CHARGE**' shall mean Engineer deputed by NBPPL. The term includes Deputy General Manager, Construction Manager, Resident Manager, Site Engineer, Resident Engineer and Assistant Site Engineer of NBPPL at the site as well as the officers in charge at Head Office.
- 22.4 '**SITE**' shall mean the place or places at which the plants/ equipment are to be erected and services are to be performed as per the specifications of this Tender.
- 22.5 '**CLIENTS OF NBPPL**' or '**CUSTOMER**' shall mean the project authorities to whom NBPPL is supplying the equipment.
- 22.6 '**CONTRACTOR**' shall mean the individual, firm or company who enters into contract with NBPPL and shall include their executors, administrators, successors and permitted assigns.
- 22.7 '**CONTRACT**' or '**CONTRACT DOCUMENT**' shall mean and include the agreement, the work order, the accepted appendices of rates, Schedules of Quantities, if any, General Conditions of Contract, Special Conditions of Contract, Instructions to Tenderers, the drawings, the technical specifications, the special specifications, deviation/modification orders, if any, the tender documents and the Letter of Intent/ Acceptance letter issued by NBPPL. Any conditions or terms stipulated by the tenderer in the tender documents or subsequent letters shall not form part of the Contract unless specifically accepted in writing by NBPPL in the Letter of Intent and incorporated in the Agreement.
- 22.8 '**GENERAL CONDITIONS OF CONTRACT**' shall mean the 'Instructions to Tenderers' and 'General Conditions of Contract' pertaining to the work detailed.
- 22.9 '**TENDER SPECIFICATIONS**' shall mean the Special Conditions, Technical Specifications, appendices, Site information and drawings pertaining to the work for which the tenderers are



required to submit their offer. Individual Specifications Number will be assigned to each tender specification.

22.10 'TENDER DOCUMENTS' shall mean the General Conditions of Contract (19.8) and Tender Specifications (19.9).

22.11 'LETTER OF INTENT' shall mean the intimation by a letter / telegram / telex / fax to the tenderer that the tender has been accepted in accordance with provisions contained in the letter. The responsibility of the contractor commences from the date of issue of this letter and all the terms and conditions of contract are applicable from this date.

22.12 'COMPLETION TIME' shall mean the period by date specified in the Letter of Intent or date mutually agreed upon for handing over the erected equipment/ plant which are found acceptable by the Engineer being of required standard and conforming to the specifications of the Contract.

22.13 'PLANT' shall mean and connote the entire assembly of the plant and equipment covered by the Contract.

22.14 'EQUIPMENT' shall mean all equipment, machineries, materials, structurals, electricals and other components of the plant covered by the Contract.

22.15 'TESTS' shall mean and include such test or tests to be carried out by the contractor as are prescribed in the Contract or considered necessary by NBPPL in order to ascertain the quality, workmanship, performance and efficiency of the contracted work or part thereof.

22.16 'APPROVED', 'DIRECTED' or 'INSTRUCTED' shall mean approved, directed or instructed by NBPPL.

22.17 'WORK' or 'CONTRACT WORK' shall mean and include supply of all categories of labour, specified consumables, tools and tackles required for complete and satisfactory site transportation, handling, stacking, storing, erecting, testing and commissioning of the equipment to the entire satisfaction of NBPPL.

22.18 'SINGULAR' and 'PLURAL' etc. Words carrying singular number shall also include plural and vice versa where the context so requires. Words importing masculine gender shall be taken to include the feminine gender and words importing persons shall include any Company or Association or Body of Individuals, whether incorporated or not.

22.19 'HEADINGS' The headings in these General Conditions are solely for the purpose of facilitating reference and shall not be deemed to be part thereof or be taken into consideration in the interpretation or construction thereof or the contract.

22.20 'MONTH' shall mean calendar month.

22.21 'WRITING' shall include any manuscript, type written or printed statement under the signature or seal as the case may be.



- 23 **LAW GOVERNING THE CONTRACT AND COURT JURISDICTION:** The Contract shall be governed by the Law for the time being in force in the Republic of India. The Civil Court at Delhi/ New Delhi, having ordinary Original Civil Jurisdiction shall alone have sole and exclusive jurisdiction in regard to all claims in respect of this Contract.
- 24 **ISSUE OF NOTICE** The Contractor shall furnish to the Engineer, the name, designation and address of his authorized agent and all complaints, notices, communications and references shall be deemed to have been duly given to the Contractor, if delivered to the Contractor or his authorized agent or left at or posted to the address either of the contractor or his authorized agent and shall be deemed to have been so given in the case of posting on the day on which they would have reached such address in the ordinary course of post or at which they were so delivered or left.
- 25 **USE OF LAND** No land belonging to NBPPL or its customer under temporary possession of NBPPL shall be occupied by the Contractor without the written permission of NBPPL.
- 26 **COMMENCEMENT AND COMPLETION OF WORK**
- 26.1 The contractor shall commence the work within the time indicated in the Letter of Intent and shall proceed with the same with due expedition without delay.
- 26.2 If the successful tenderer fails to commence the work within the stipulated time, NBPPL, at its sole discretion, will have the right to cancel the contract. His Earnest Money and/ or Security Deposit will stand forfeited without any further reference to him without prejudice to any and all of NBPPL's other rights and remedies in this regard.
- 26.3 All the works shall be carried out under the direction and to the satisfaction of NBPPL.
- 26.4 The transported equipment erected /constructed plant or work performed under the Contract, as the case may be, shall be taken over when it has been completed in all respects and/or satisfactorily put into operation at site.
- 27 **MEASUREMENT OF WORK AND MODE OF PAYMENT**
- 27.1 All payments due to the contractor shall be made by 'Account Payee' Cheques.
- 27.2 For progress/ running bill payments, the contractor shall present detailed measurement sheets in triplicate duly indicating all relevant details based on technical documents and connected drawings for the work done during the month/ period under different categories in line with terms of payment as per Letter of Intent. The basis of arriving at the quantities/ weights shall be the relevant documents and drawings released by NBPPL. These measurement sheets shall be prepared jointly with Engineer and signed by both the parties.
- 27.3 These measurement sheets will be checked by the Engineer and quantities and percentages eligible for payment under different groups shall be decided by him. The abstract of quantities

and percentages so arrived at based on the terms of payment shall be entered in the **Measurement Book and signed by both the parties.**

- 27.4 Based on the above quantities, contractor shall prepare the bills in the prescribed Proforma and work out the financial value. These will be entered in the Measurement Book and signed by both the parties. Payment shall be made by NBPPL after effecting the recoveries due from the contractor.
- 27.5 All recoveries due from the contractor for the month / period shall be effected in full from corresponding running bills unless specific approval from competent authority is obtained to the contrary.
- 27.6 Measurement shall be restricted to that quantity for which it is required to ascertain the financial liability of NBPPL under this contract.
- 27.7 Measurement shall be taken jointly by persons duly authorized by NBPPL and the Contractor.
- 27.8 The Contractor shall bear the expenditure involved, if any, in making the measurements and testing of materials to be used/ used in the work. The Contractor shall, without extra cost to NBPPL, provide all the assistance with appliances and other things necessary for measurement.
- 27.9 If, at any time due to any reason whatsoever, it becomes necessary to re-measure the work done, in full or in part, the expenses towards such re-measurement shall be borne by the Contractor.
- 27.10 ***Passing of bills covered by such measurements does not amount to acceptance by NBPPL of the completion of the work measured. Any left out work has to be completed by the Contractor, as directed.***
- 27.11 Final measurement bill shall be prepared in the Proforma prescribed for the purpose, based on the certificate issued by the Engineer that the entire work as stipulated in the tender specifications has been completed in all respects to the entire satisfaction of NBPPL. The Contractor shall give unqualified 'No Claim' and 'No Demand' certificates. All the tools and tackles loaned to him should be returned in condition satisfactory to NBPPL. The abstract of final quantities and financial values shall also be entered in the Measurement Book and signed by both the parties. The final bill shall be paid within eight weeks after completion of the work. After the payment of final bill, only the guarantee obligation percentage value shall remain unpaid which shall be released in accordance with clause 32.
- 28 **RIGHTS OF NBPPL** :NBPPL reserves to itself the following rights in respect of this contract without entitling the contractor to any compensation.
- 28.1 To get the work done through another agency at the risk and cost of the contractor, in the event of poor progress or the contractor's inability to progress the work for completion as stipulated in the contract, poor quality of work, persistent disregard of instructions of NBPPL, assignment, transfer, subletting of the contracted work without written permission of NBPPL, non-fulfillment of any



contractual obligations etc. and to claim / recover compensation for such losses from the contractor including NBPPL's supervision charges and overheads from Security Deposit/ other dues.

- 28.2 To withdraw any portion of work and / or to restrict / alter quantum of work as indicated in the contract during the progress of work and get it done through another agency and/ or by the departmental labour to suit NBPPL's commitments to its customer or in case NBPPL decides to advance the completion due to other emergent reasons/ NBPPL's obligation to its customer.
- 28.3 To terminate the contract after due notice and forfeit the Security Deposit and recover the loss sustained in getting the balance work done through other agencies in addition to liquidated damages in the event of :
- (a) Contractor's continued poor progress.
 - (b) Withdrawal from or abandonment of the work before completion of the work.
 - (c) Corrupt act of the contractor.
 - (d) Insolvency of the contractor.
 - (e) Persistent disregard of the instructions of NBPPL.
 - (f) Assignment, transfer, subletting of the contract work without NBPPL's written permission.
 - (g) Non-fulfillment of any contractual obligations.
- 28.4 To recover any moneys due from the Contractor from out of any moneys due to the Contractor under this or any other Contract or from the Security Deposit.
- 28.5 To claim compensation for losses sustained including NBPPL's supervision charges and overheads in case of termination of contract and to levy liquidated damages for delay in completion of work, at the rate of 1/2% of the contract value per week of delay or part thereof subject to a ceiling of **10% of the contract value**.
- 28.6 To determine the Contract or to restrict the quantum of work and pay for the portion of work done in case NBPPL's contract with its customer is terminated for any reason.
- 28.7 To effect recoveries from any amounts due to the contractor under this or any other contract or in any other form the moneys which NBPPL is forced to pay to anybody due to contractor's failure to fulfill any of his obligations.
- 28.8 To restrict or increase the quantity and nature of work to suit site requirements, since the tender specification is based on preliminary documents and quantities furnished therein are indicative and approximate and the rates quoted shall not be subject to revision.

- 28.9 To deploy NBPPL's skilled and semiskilled workmen in case of emergency / poor progress/ deficiency in skill on the part of the employees of the contractor and to recover the expenditure on account of the same from the moneys due to the contractor.
- 28.10 While every endeavor will be made by NBPPL to this end, NBPPL cannot guarantee uninterrupted work due to conditions beyond its control. The Contractor will not be entitled to any compensation/ extra payment on this account.
- 28.11 In the event of any dispute of technical nature, the decision of NBPPL shall be final and binding on the Contractor.

29 RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF LOCAL LAWS, EMPLOYMENT OF WORKERS, ETC.

The following are the responsibilities of the Contractor in respect of observance of local laws, employment of personnel, payment of taxes etc.:

- 29.1 As far as possible, unskilled workers shall be engaged from the local areas in which the work is being executed.
- 29.2 The contractor at all times during the continuance of this contract, shall in all his dealings with the local labour for the time being employed on or in connection with the work, have due regard to all local festivals, religious and other customs.
- 29.3 The Contractor shall comply with all State and Central Laws, Statutory Rules, Regulations, etc., such as The payment of wages Act, The Minimum Wages Act, The workmen's Compensation Act, The Employer's Liability Act, The industrial Disputes Act, The Employees' Provident Fund Act, Employees' State Insurance Scheme, the Contract Labour (Regulations and Abolition Act, 1970) and other Acts, Rules and Regulations for labour as may be enacted by the Government during the tenure of the Contract and having force or jurisdiction at site. The contractor shall give to the local Governing Body, Police and other concerned Authorities all such notice as may be required under law.
- 29.4 The Contractor, in the event of his engaging 20 or more workmen, will obtain independent license under the Contract Labour (Regulations and Abolition Act, 1970) from the concerned authorities based on the certificate (Form-V) issued by the principal employer/ customer.
- 29.5 The contractor shall pay all taxes, fees, license charges, deposits, duties, tolls, royalty, commissions or other charges which may be leviable on account of any of his operations connected with this contract. In case NBPPL is forced to make any such payment, NBPPL shall recover the same from the contractor either from moneys due to him or otherwise as deemed fit.
- 29.6 While NBPPL will pay the inspection fees of the Boiler/ Electrical Inspectorate, all other arrangements for the periodical visits of Boiler/ Electrical Inspector to site, inspection



certificates etc. will have to be made by the contractor at his cost. The contractor will also meet all expenses in connection with his welder's qualification/ requalification tests etc.

- 29.7 The contractor shall be responsible for the provision of health and sanitary arrangements more particularly described in the Contract Labour (Regulations and Abolition Act, 1970) and safety precautions as may be required for safe and satisfactory execution of the contract.
- 29.8 The contractor shall be responsible for proper accommodation including adequate medical facilities for the personnel employed by him.
- 29.9 The contractor shall be responsible for the proper behavior and observance of all regulations by the staff employed by him.
- 29.10 The contractor shall ensure that no damage is caused to any person / property of other parties working at site. If any such damage is caused, it shall be the responsibility of the contractor to make good the losses and compensate them.
- 29.11 All the properties/ equipment/ components of NBPPL/ its customer loaned with or without deposit, to the contractor shall remain the properties of NBPPL/ its customer. The contractor shall use such properties for the purpose of execution of this contract. All such properties/ equipment/ components shall be taken to be in good condition unless notified to the contrary by the contractor within 48 hours. The contractor shall return them in good condition as and when required by NBPPL/ its customer. In case of non-return, loss, damage, repairs etc., the cost thereof, as may be fixed by the Engineer, will be recovered from the contractor.
- 29.12 It shall not be obligatory on the part of NBPPL to supply any tools and tackles or materials other than those specifically agreed to be given by NBPPL. However, depending upon availability / possibility, NBPPL/ its customer's equipment and other materials may be made available to the contractor on payment of hire charges as fixed by them, subject to the conditions laid down by NBPPL/ its customer from time to time. Unless paid in advance, such hire and other charges shall be recovered from out of dues to the contractor or security deposit in one installment.
- 29.13 The contractor shall fully indemnify and keep indemnified NBPPL/ its customer against all claims of whatever nature arising during the course of execution of this contract.
- 29.14 In case the contractor is required to undertake any work outside the scope of this contract, the amount payable shall be as may be mutually agreed upon.
- 29.15 Any delay in completion of works or non-achievement of periodical targets, due to reasons attributable to the contractor, will have to be compensated by the contractor either by increased manpower and resources or by working extra hours or more than one shift at no extra cost to NBPPL.
- 29.16 The contractor shall execute the work under the conditions usual to such power plant/manufacturing plant construction and in conjunction with numerous other operations at site.



The contractor and his personnel shall cooperate and coordinate with other agencies at project site and proceed in a manner that shall help in the progress of work at site as a whole.

- 29.17 The contractor will be directly responsible for payment of wages to his workmen. A pay-roll sheet giving details of all payments made to the workmen duly signed by the contractor's representative should be furnished to NBPPL, if called for.
- 29.18 In case of any class of work for which there is no specification laid down in the contract, such work shall be carried out in accordance with the instructions and requirements of the Engineer.
- 29.19 No levy, payment or charges made or imposed shall be impeached by reason of any clerical error or by reason of any mistake in the amount levied, demanded or charged.
- 29.20 ***No idle labour charges will be admissible in the event of any stoppage of work resulting in the contractor's workmen being rendered idle due to any reason at any time.***
- 29.21 The contractor shall take all reasonable care to protect the materials and the work till such time the plant / equipment has been taken over by NBPPL / its customer.
- 29.22 Contractor shall not stop work or abandon the site for whatsoever reason or dispute, excepting for force majeure conditions. All problems / disputes shall be separately discussed and settled without affecting the progress of work. Stoppage or abandonment of work, other than under force majeure conditions, shall be treated as breach of work of contract and dealt with accordingly.
- 29.23 The contractor shall keep the area of work clean and shall remove the debris etc. While executing day-to-day work. Upon completion of work, the contractor shall remove from the vicinity of work, all scrap, packing materials, rubbish, unused and other materials and deposit them in places specified by the Engineer. The contractor will also demolish all the hutments, sheds, offices, etc. constructed and used by him and shall clean the debris. In the event of his failure to do so, the same will be arranged to be done by the Engineer and the expenses recovered from the contractor.
- 29.24 The contractor shall execute the work in the most substantial and workman like manner in the stipulated time. Accuracy of work and timely execution shall be the essence of this contract. The contractor shall be responsible to ensure that the quality, assembly and workmanship conform to the dimensions and clearance given in the drawings and/ or as per the instructions of the Engineer.
- 29.25 The contractor shall furnish fortnightly labour deployment report indicating the classification and number of workmen engaged, date wise and category wise. Besides, the contractor shall also furnish progress reports on work at regular intervals as required by the Engineer.
- 30 **RESPONSIBILITIES OF CONTRACTOR IN RESPECT OF SAFETY OF MEN, EQUIPMENT, MATERIAL AND ENVIRONMENT.**



- 30.1 All safety rules and codes applied by NBPPL and its customer at site shall be observed by the contractor and his workmen without exception. The contractor shall be responsible for the safety of the equipment / material and work to be performed by him and shall maintain all lights, fencing guards, signs etc. or other protections necessary for the purpose. Contractor shall also take such additional precautions as may be indicated from time to time by the Engineer, with a view to prevent pilferage, accidents, fire hazards etc. Suitable number of clerical staff, watch and ward, store keepers to take care of equipment, materials, construction tools and tackles shall be posted at site by the contractor till the completion of the work under this contract. The contractor shall arrange for such safety devices as are necessary for this type of work and carry out the requisite site tests of handling equipment, lifting tools, tackles etc. as per usual standards and practices.
- 30.2 The contractor shall provide to its work force and ensure the use of the following personal protective equipment as found necessary and as directed by the authorized NBPPL officials.
- (a) Safety Helmets conforming to IS-2925
 - (b) Safety Belts conforming to IS-3521
 - (c) Safety shoes conforming to IS-1989
 - (d) Eye & Face Protection devices conforming to IS-8520 and IS-8940
 - (e) Hand & body protection devices conforming to IS-2573, IS-6994, IS-8807 & IS-8519.
- 30.3 All tools, tackles, lifting appliances, material handling equipment, scaffolds, cradles, safety nets, ladders, equipment etc. used by the contractor shall be of safe design and construction. These shall be tested and certificate of fitness obtained before putting them to use and from time to time as instructed by authorized NBPPL official who shall have the right to ban the use of any item.
- 30.4 All electrical equipment, connections and wiring for construction power, its distribution and use shall conform to the requirements of Indian Electricity Act and Rules. Only electricians licensed by the appropriate statutory authority shall be employed by the contractor to carry out all types of electrical works. All electrical appliances including portable electric tools used by contractor shall have safe plugging system to source of power and be appropriately earthed.
- 30.5 The contractor shall not use any hand lamp energized by electric power with supply voltage of more than 24 volts. For work in confined spaces, lighting shall be arranged with power source of not more than 24 volts.
- 30.6 Where it becomes necessary to provide and / or store petroleum products, explosives, chemicals and liquid or gaseous fuel or any other substance that may cause fire or explosion, the contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down in the relevant Government Acts, such as Petroleum Act, Explosives Act, petroleum and Carbides of Calcium Manual of the Chief Controller of Explosives, Government of India etc. Prior approval of the authorized NBPPL official at the site shall also be taken by the contractor in all such matters.

- 30.7 The contractor shall arrange at his cost (wherever not specified) appropriate illumination at all work spots for safe working, when natural daylight may not be adequate for clear visibility.
- 30.8 In case of a fatal or disabling injury / accident to any person at construction sites due to lapses by the contractor, the victim and / or his / her dependents shall be compensated by the contractor as per statutory requirements. However, if considered necessary, NBPPL shall have the right to impose appropriate financial penalty on the contractor and recover the same from payments due to the contractor for suitably compensating the victim and / or his / her dependents. Before imposing any such penalty, appropriate enquiry shall be held by NBPPL giving opportunity to the contractor to present his case.
- 30.9 In case of any damage to property due to lapses by the contractor, NBPPL shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.
- 30.10 In case of any delay in the completion of a job due to mishaps attributable to lapses by the contractor, NBPPL shall have the right to recover cost of such delay from the payments due to the contractor, after notifying the contractor suitably and giving him opportunity to present his case.
- 30.11 If the contractor fails to improve the standards of safety in its operation to the satisfaction of NBPPL after being given reasonable opportunity to do so and / or if the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized NBPPL official, NBPPL shall have the right to take the corrective steps at the risk and cost of the contractor after giving a notice of not less than seven days indicating the steps that would be taken by NBPPL.
- 30.12 The contractor shall submit report of all accidents, fires, property damage and dangerous occurrences to the authorized NBPPL official immediately after such occurrence, but in any case not later than 12 hours of the occurrence. Such reports shall be furnished in the manner prescribed by NBPPL. In addition, periodic reports on safety shall also be submitted by contractor to the authorized NBPPL official from time to time as prescribed.
- 30.13 During the course of construction, alteration or repairs scrap lumbars with protruding nails, sharp edges etc., and all other debris including combustible scrap shall be kept cleared from working areas, passage ways and stairs in and around site.
- 30.14 Cylinders shall be moved by tilting and rolling them on their bottom edges. They shall not be intentionally dropped, struck or permitted to strike each other violently. When cylinders are transported by powered vehicles, they shall be secured in a vertical position.
- 30.15 The contractor shall be responsible for the safe storage of his radioactive sources.
- 30.16 All the contractor's supervisory personnel and sufficient number of workers shall be trained for fire fighting and shall be assigned specific fire protection duties. Enough number of such trained personnel must be available during the tenure of the contract.



- 30.17 Contractor shall provide enough fire protecting equipment of the types and numbers at his office, stores, erection site, other temporary structures, labour colony area etc. Access to such fire protection equipment shall be easy and kept open at all times. Compliance of the above requirement under fire protection shall in no way relieve the contractor of any of his responsibility and liabilities to fire accident occurring. In the event fire safety measures are not to NBPPL's satisfaction, NBPPL shall have option to provide the same and recover the cost plus incidentals from contractor's bills and / or impose penalty as deemed fit by the Engineer.
- 30.18 Before commencing the work, the contractor shall appoint /nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of NBPPL.
- 30.19 If safety record of the contractor in execution of the awarded job is to the satisfaction of Safety Department of NBPPL, issue of an appropriate certificate to recognize the safety performance of the contractor may be considered by NBPPL after completion of the job.

31 CONSEQUENCES OF CANCELLATION

- 31.1 Whenever NBPPL exercises its authority to terminate the contract / withdraw a portion of work under clause 25, the work may be got completed by any other means at the contractor's risk and cost provided that in the event of the cost of completion (as certified by the Engineer which shall be final and binding on the contractor) being less than the contract value, the advantage shall accrue to NBPPL. If the cost of completion exceeds the moneys due to the contractor under the contract, the contractor shall either pay the excess amount demanded by NBPPL or the same shall be recovered from the contractor. This will be in addition to the forfeiture of Security Deposit and recovery of liquidated damages as per relevant clauses.
- 31.2 In case NBPPL completes the work under the provisions of this clause, the cost of such completion to be taken into account for determining the excess cost to be charged to the contractor shall consist of cost of materials purchased and / or labour provided by NBPPL with an addition of such percentage to cover supervision and establishment charges as may be decided by NBPPL.

32 INSURANCE

- 32.1 NBPPL / its customer shall arrange for insuring the materials / property of NBPPL / its customer covering the risks during transit, storage, erection and commissioning.
- 32.2 It shall be the sole responsibility of the contractor to insure his workmen against risks of accidents and injury while at work as required by the relevant Rules and to pay compensation, if any, to them as per Workmen's Compensation Act. The contractor shall also insure his staff against accidents. The work will be carried out in a protected area and all the Rules and Regulations of NBPPL / its client in the Project Area which is in force from time to time will be followed by the contractor.



- 32.3 If due to negligence and/or non-observance of safety and other precautions, any accident / injury occurs to any other persons/ public, the contractor shall pay necessary compensation and other expenses, if so decided by the appropriate authority.
- 32.4 The contractor will take necessary precautions and due care to protect the material, while in his custody from any damage/ loss till the same is taken over by NBPPPL or customer. For lodging / processing of insurance claim the tractor will submit necessary documents. NBPPPL will reserve the right to recover the loss from the contractor, in case the damage / loss is due to carelessness / negligence on the part of the contractor. In case of any theft of material under contractor's custody, matter shall be reported to police by the contractor immediately and copy of FIR and subsequently police investigation report shall be submitted to NBPPPL for taking up with insurance.
- 32.5 If due to negligence/ carelessness on the part of the contractor, any material/ equipment get damaged, the contractor shall submit necessary documents for lodging insurance claims as required by NBPPPL Engineer. NBPPPL shall however reserves the right to recover deductible franchise and also unsettled portion of insurance claim amount from the contractor.
- 32.6 If due to negligence/ carelessness on the part of the contractor, any surrounding properties also get damaged, the contractor shall submit necessary documents for lodging insurance claims as required by NBPPPL Engineer. NBPPPL shall however reserves the right to recover deductible franchise and to unsettled portion of insurance claim amount from the contractor.
- 32.7 The contractor may note that NBPPPL T&Ps / IMTEs are not insured. The Contractor will take necessary precautions and due care to protect the same while in his custody from any damage/ loss till the same is handed over back to NBPPPL. In case the damage / loss is due to carelessness/ negligence on the part of the contractor, the Contractor is liable to get them repair/ replaced immediately and in case of his failure to do so within a reasonable time , NBPPPL will reserve the right to recover the loss from the contractor.

33 STRIKES AND LOCKOUTS

- 33.1 The contractor will be solely responsible for all disputes and other issues connected with his workmen. In the event of contractor's workmen resorting to strike or the contractor resorting to lockout and if the strike or lockout so declared is not settled within a period of one month, NBPPPL shall have the right to get the erection work executed by employing its own men or through other agencies or both. The cost incurred by NBPPPL in this regard shall be recovered from the contractor.
- 33.2 For any purpose whatsoever, the employees of the contractor shall not be deemed to be in the employment of NBPPPL

34 FORCE MAJEURE

- 34.1 The following shall amount to force majeure conditions. Acts of God, Act of any Government, War, Sabotage, Riots, Civil Commotion, Police Action, Revolution, Flood, Fire, Cyclone, Earthquake and Epidemic and other similar causes over which the contractor has no control.

- 34.2 If the contractor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time for completion of the work covered by this contract shall be extended by a period of time equal to the period of delay, provided that on the occurrence of any such contingency, the contractor immediately reports to NBPPL in writing the causes for the delay but the Contractor shall not be eligible for any compensation on this account.
- 35 **GUARANTEE** Even though the work will be carried out under the supervision of the Engineer, the contractor will be responsible for the quality of the workmanship and shall guarantee the work done for a period of twelve months from the date of completion of **all** work as **per LOA and** certified by the Engineer, and shall rectify, free of cost to NBPPL, all defects arising out of faulty erection during the guarantee period starting from the date of completion of rectification. In the event of the contractor failing to repair the defective works within the time specified by the Engineer, NBPPL may proceed to undertake the repairs of such defective works at the contractor's risk and cost, without prejudice to any other rights and recover the same from out of any moneys payable to the contractor or by other legal means.
- 36 **ARBITRATION** : All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after 30 days advance written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996. The parties to the contract understand and agree that it will be no objection that the General Manager or the person nominated as Arbitrator had earlier in his official capacity to deal directly or indirectly with the matters to which the contract relates or that in the course of his official duties had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason General Manager or his nominee shall appoint another person to act as an arbitrator in accordance with the terms of agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessor. Work under the contract shall be continued during the arbitration proceedings. The venue of the arbitration proceedings shall be the office of the General Manager or his nominee, New Delhi, or such other places as the arbitrator may decide.

---X---X---



ANNEXURE-A

FINANCIAL VIABILITY

1. Owner's capital in the business (incase of Partnership, please mention percentage shares and amounts).
2. Quantum of business done during last three financial years.
 - i) Rs.
 - ii) Rs.
 - iii) Rs.
3. Value of fixed Assets of the business in last three years.
 - i) Rs.
 - ii) Rs.
 - iii) Rs.
4. Guarantee limits (if any) enjoyed by the firm.
5. Over draft limits (if any) enjoyed by the firm.
6. Please enclose audited profit and loss account and balance sheet for last 3 years (indicate no. of sheets).
7. Certificate from Scheduled Bank to prove Contractor's financial capacity to undertake the work duly indicating the financial limits the tenderer enjoys.

(Signature of tenderer)
With Stamp

NOTE:

All the above documents should be duly certified by auditors/ Bank as may be applicable.



ANNEXURE - B

Analysis of Similar Jobs Executed /In Progress						
Sl	Agency by whom awarded	Location of the Project	Capacity & Unit Nos.	Scope of work & Tonnage	Date of Award	Contract Value
1	2	3	4	5	6	7

% of work Completed & due date for completion	Date of completion,if job is already over	No. of Skilled/Unskilled workers deployed at peak	No. of Engrs. & Supervisors deployed at peak	Details of major T&P like cranes,tractors,trailers,welding M/c., winches etc.	Consumables by whom supplied whom
8	9	10	11	12	13

(SIGNATURE OF TENDERER)
WITH STAMP



ANNEXURE – C

MONTHWISE MANPOWER DEPLOYMENT PLAN

SL No	Category	No. of persons available on roll of the organization	(Indicate No. of Persons to be deployed in each month)						
			1st	2nd	3rd	4th	5th	6th	And so on

1.

2.

3.

Total

(SIGNATURE OF TENDERER)
WITH STAMP



ANNEXURE - D

(A) STATUS OF TOOLS & PLANTS

Sl	Name of the Equipment	Quantity Owned	Registration No. wherever applicable	Documents enclosed for Proof of Ownership	Present Location	Quantity Proposed to be deployed
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(B) MONTHWISE T&P DEPLOYMENT PLAN

S.No.	Description of T & P	Month (Indicate No. to be deployed in each month)								
		1st	2 nd	3 rd	4 th	5 th	6 th	7 th	8 th	and so on

(SIGNATURE OF TENDERER)
WITH STAMP



ANNEXURE - E

ANALYSIS OF UNIT RATE QUOTED

S.NO.	DESCRIPTION	PERCENTAGE OF THE UNIT RATE QUOTED	REMARKS
1.	Salary & wages for staff & workers		
2.	Consumables		
	(a) Gases		
	(b) Welding Electrodes		
	(c) P.O.L.		
	(d) Others		
3.	Depreciation & maintenance for T&P		
4.	Depreciation & Maintenance for other items		
5.	Establishment and Administration expenses of site		
6.	Overheads		
7.	Profit		

(SIGNATURE OF TENDERER)
WITH STAMP



ANNEXURE - F

DECLARATION SHEET

I, -----hereby certify that, all the information and data furnished by me with regard to this Tender Specification No.----- are true and complete to the best of my knowledge. I have gone through the specification, conditions and stipulations in detail and agree to comply with the requirements and intent of specification.

I, further certify that I am the duly authorized representative of the under mentioned tenderer and a valid power of attorney to this effect is also enclosed.

Tenderer's Name & Address

Authorized representative's signature with name and address.



ANNEXURE - 'G'

CHECKLIST AND SCHEDULE OF GENERAL PARTICULARS

NOTE: Tenderers are requested to fill in the following details and no column should be left blank

1. Name and address of the tenderer
2. Telegraphic/ telex address
3. Phone No. (Office)/ Fax No.
4. Name & designation of the official of the tenderer to whom all references shall be made.
5. Tenderer's proposal No. & date
6. Whether EMD submitted (By cash/Pay order / bank draft) by.....
7. Validity of offer/ rates quoted for six months from the date of opening of tender Yes/No
8. Financial Status as per Clause 11.1 (in the format as per Annexure-A) Yes/No
9. Income tax Clearance certificate as per Clause 11.2 Yes/No
10. Details of experience as per clause 11.3 (in the format as per Annexure-B) Yes/No
11. Month wise & Category wise manpower deployment plan as per Clause 11.4 (in the format as per Annexure-C) Yes/No
12. Attested copy of power of attorney as per clause 11.5 Yes/No
13. Details about type of the firm as per clause 11.6 Yes/No
14. Status of T&P and month wise deployment plan as per clause 11.7 (in the format as per Annexure-D) Yes/No
15. Analysis of unit rate quoted as per Clause 11.8 (in the format as per Annexure-E) Yes/No
16. Declaration sheet as per clause 11.09 (in the format as per Annexure-F) Yes/No

Date _____

(SIGNATURE OF TENDERER)
WITH STAMP

WITNESS
(SIGNATURES WITH FULL PARTICULARS)

1.

2.



ANNEXURE - H

AGREEMENT

Agreement No. and Date _____
Name of the Work _____

Name of the Contractor with
full address _____

Value of work awarded _____

Letter of Intent No. and Date _____

Scheduled Commencement Date _____
Scheduled Completion Date _____

THIS AGREEMENT MADE THIS _____ DAY OF _____ 2000 between NTPC BHEL POWER PROJECTS PRIVATE LIMITED (Joint Venture Company of NTPC Ltd. & BHEL) a Company incorporated under the Companies Act, 1956, having its Registered Office at NTPC BHAWAN, CORE-7, SCOPE COMPLEX, LODHI ROAD, NEW DELHI-110003 of the ONE PART.

AND

M/S _____
_____ (hereinafter called the `Contractor') of the SECOND PART.

WHEREAS M/s _____state that they have acquired and possess extensive experience in the field of _____

And Whereas in response to an Invitation to Tender No. _____ issued by NBPPPL for execution of _____ the contractor submitted their offer No. _____ dated _____ And whereas NBPPPL has accepted the offer of the Contractor on terms and conditions specified in the Letter of Intent No. _____ dated _____ read with the references cited therein.

THIS AGREEMENT WITNESSES AND it is hereby agreed by and between the parties as follows:

1. That the contractor shall execute the work of _____and more particularly described in Tender Specification No _____including Drawings and Specifications (hereinafter called the said works) in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexures, Letter of Intent dated _____and such other instructions, Drawings, Specifications given to him from time to time by NBPPPL.
2. The Contractor is required to furnish to NBPPPL Security deposit in the form of cash/ approved securities/ Bank Guarantee valid up to _____ for a sum of Rs. _____ towards satisfactory performance and completion of the Contract.



3. The Contractor has furnished a Bank Guarantee bearing no. -----dated -----for a sum of Rs. -----executed by ----- in favour of NBPPL towards Security Deposit valid up to -----

OR

The Contractor has furnished to NBPPL an initial Security Deposit of Rs. -----in the form of cash / approved Securities/ B.G No. ----- dated ----- for Rs.-----executed by ----- in favour of NBPPL valid up to ----- and has agreed for recovery of the balance security deposit by NBPPL @ 10% of the value of work done from each running bill till the entire Security Deposit is recovered.

OR

The contractor has furnished to NBPPL an initial Security Deposit of Rs.-----(Rs.----- vide Bank draft No.-----dated -----and by adjusting EMD of Rs.-----submitted vide Bank draft No.----- dt.-----) and has agreed for recovery of balance Security Deposit by NBPPL @ 10% of the value of work done from each running bill till the entire security deposit is recovered.

4. The Contractor hereby agrees to extend the validity of the Bank Guarantee for such further period or periods as may be required by NBPPL and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of Rs.----- from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, NBPPL shall be entitled to take such action as deemed fit and proper for recovering the said sum of Rs. -----.

OR

In case the contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by NBPPL and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, NBPPL shall be entitled to take such action as deemed fit and proper for recovering the said sum.

5. That in consideration of the payments to be made to the Contractor by NBPPL in accordance with this Agreement the Contractor hereby covenants and undertakes with NBPPL that they shall execute, construct, and complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
6. That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.



7. That the Contractor shall carry out and complete the execution of the said works to the entire satisfaction of the Engineer or such other officer authorized by NBPPL, within the agreed time schedule, the time of completion being the essence of the Contract.
8. That NBPPL shall, after proper scrutiny of the bills submitted by the Contractor; pay to him during the progress of the said works such sum as determined by NBPPL in accordance with this Agreement.
9. That this Agreement shall be deemed to have come into force from ----- the date on which the letter of intent has been issued to the Contractor.
10. That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
11. That all charges on account of Octroi, Terminal and other taxes including sales tax or other duties on material obtained for execution of the said works shall be borne and paid by the Contractor.
12. That NBPPL shall be entitled to deduct from the Contractor's running bills or otherwise Income Tax under Section 194 (C) of the Income Tax Act, 1961.
13. That NBPPL shall be further entitled to recover from the running bills of the Contractor or otherwise such sum as may be determined by NBPPL from time to time in respect of consumables supplied by NBPPL, hire charges for tools and plants issued (Where applicable) and any other dues owed by the Contractor.
14. That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on NBPPL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to NBPPL or Contractor's obligations shall remain unaffected.
15. It is clearly understood by and between the parties that in the event of any conflict between the Letter of Intent and other documents governing this Agreement, the provisions in the Letter of Intent shall prevail.
16. The following documents
 1. Invitation to Tender No-----
and the documents specified therein.
 2. Contractor's Offer No-----
dated-----.
 3. _____
 4. _____
 5. _____



6. Letter of Intent No _____ dated _____.

7. _____

shall also form part of and govern this Agreement.

IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

WITNESS

(CONTRACTOR)

(To be signed by a person holding a valid Power of Attorney)

- 1.
- 2.

WITNESS

(For and on behalf of NBPPL)

- 1.
- 2.



ANNEXURE – I

BANK GUARANTEE FOR SECURITY DEPOSIT

B.G. NO.

Date

This deed of Guarantee made this ----- day of -----two thousand by -----
----- (Bank) hereinafter called the "The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) in favour of M/s NTPC BHEL Power Projects Private Limited (A Joint Venture Company of NTPC Ltd. & BHEL) a company incorporated under the Companies Act, 1956, having its Registered Office at NTPC BHAWAN, CORE-7, SCOPE COMPLEX, LODHI ROAD, NEW DELHI-110003 through its corporate office at The Corenthum, 6th Floor, Lobe-4, Tower-B, Plot No. A-41, Sector-62, Noida-201309 (UP) hereinafter called "The Company" (which expression shall unless repugnant to the context or meaning thereof by deemed to include its successors and assigns)

WHEREAS -----(hereinafter referred to as the Contractor) have entered into a contract arising out of Letter of Intent no.----- dt.----- (hereinafter referred to as "the contract") for the construction of ----- with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.----- (Rupees-----) towards security deposit for due and faithful performance of the contract in the form and manner specified therein.

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.-----
----- (Rupees-----) against any claim by the company on them for any loss, damage, costs, charges and expenses caused to or suffered by the company by reasons of the

NTPC BHEL POWER PROJECTS PRIVATE LIMITED (NBPPL)



contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and / or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.

The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance, act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.



The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor and accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after ----- i.e. (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the Company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs. ----- (Rupees-----). Our guarantee shall remain enforce until -----, i.e. (the present date of validity of Bank Guarantee unless the date of validity



of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before _____@_____ we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts of at New Delhi / Delhi only.

The Guarantor hereby declares that it has power to execute this guarantee and the executant has full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the ----- (Bank) has hereunto set and subscribed its hand the day, month and year first, above written.

Signed for and on behalf of the Bank

(Signatory No. -----)

WITNESSES

1. Name & Address
2. Name & Address

Notes:

1. @: The date to be indicated should not be earlier than 60 days after the date contemplated in the contract.
2. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
3. The above BG is required to be sent by the executing bank directly to NBPPL at the address where tender is submitted / accepted under seal cover.



SECTION - I(a)

SPECIFICATION

FOR

HEALTH, SAFETY AND ENVIRONMENT (HSE)

1.0 SCOPE

This specification establishes the Health, Safety and Environment (HSE) management requirement to be complied with by the Contractors during construction.

Requirements stipulated in this specification shall supplement the requirements of HSE Management given in relevant Act (s) /legislations, General Condition Contract (GCC). Special Conditions of Contract (SCC) and job specification where different documents stipulates different requirements, the most stringent be adopted.

2.0 REFERENCES

This document should be read in conjunction with following:

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)
- Scope of work
- Relevant IS Codes (refer Annexure-I)
- Reporting Formats (refer Annexure-II)

- a. **REQUIREMENTS OF HEALTH, SAFETY & ENVIRONMENT (HSE) MANAGEMENT SYSTEM TO BE COMPLIED BY CONTRACTORS.**
- b. **MANAGEMENT RESPONSIBILITY**

3.1.1 The Contractor to comply with HSE requirement at Construction sites as enclosed to cover commitment of their organization to ensure health, safety and environment aspects in their line of operations.

3.1.2 The HSE management system shall cover the HSE requirements including but not limited to what is specified under Para 1.0 and Para 2.0 above.



3.1.3 Contractor shall be fully responsible for planning and implementing HSE requirements. Contractor as a minimum requirement shall designate/deploy the following to co-ordinate the above :

No. of workers deployed up to 250 - Designate one safety Supervisor

Above 250 & up to 500 - Deploy one qualified and experienced safety engineer/ officer

Above 500 - One additional safety engineer/

(for every 500 or less) officer, as above.

Contractor shall indemnify & hold harmless Owner/NBPPL & their representatives free from any and all liabilities arising out of non-fulfillment of HSE requirement.

3.1.4 The Contractor shall ensure that the Health, Safety and Environment (HSE) requirements are clearly understood & faithfully implemented at all levels at site.

3.1.5 NBPPL shall promote and develop consciousness for Health, Safety and Environment among all personnel working for the Contractor. Regular awareness programmes and work site meetings shall be arranged on HSE activities to cover hazards involved in various operations during construction.

3.1.6 The Contractor shall arrange suitable first aid measures such as First Aid Box, trained personnel to give First Aid and install fire protection measures such as adequate number of steel buckets with sand and water to the satisfaction of NBPPL/Owner.

- 3.1.7 Non-Conformance on HSE by Contractor (including his Sub-contractors) as brought out during review / audit by NBPPL/Owner representative shall be resolved forthwith by Contractor. Compliance report shall be provided to NBPPL.
- 3.1.8 The Contractor shall ensure participation of his Resident Engineer / Site-In-Charge in the Safety Committee / HSE Committees meetings arranged by NBPPL / Owner. The compliance of any observations shall be arranged urgently. He shall assist NBPPL / Owner to achieve the targets set by them on HSE during the project implementation.
- 3.1.9 The Contractor shall adhere consistently to all provisions of HSE requirements. In case of non-compliance or continuous failure in implementation of any of HSE provisions, NBPPL / Owner may impose stoppage of work without any Cost & Time implication to NBPPL / Owner and / or impose a suitable penalty for non-compliance with a notice of suitable period, up to a cumulative limit of 1.0% (one percent) of Contract value. This penalty shall be in addition to all other penalties specified elsewhere in the contract. The decision of imposing stoppage of work, its extent & minority penalty shall rest with NBPPL / Owner & binding on the Contractor.
- 3.1.10 All fatal accidents and other personnel accidents shall be investigated by a team of Contractor's senior personnel for root cause & recommended corrective and preventive actions. Findings shall be documented and suitable actions taken to avoid recurrences shall be communicated to NBPPL / Owner. NBPPL / Owner shall have the liberty to independently investigate such occurrences and Contractor shall extend all necessary help and co-operation in this regard.

3.2 HOUSE KEEPING

- 3.2.1 Contractor shall ensure that a high degree of housekeeping is maintained and shall ensure interalia; the following :
- a) All surplus earth and debris are removed / disposed off from the working areas to identified locations (s).
 - b) Unused/Surplus Cables, Steel items and steel scrap lying scattered at different places within the working areas are removed to identify locations (s).
 - c) All wooden scrap, empty Roads shall be kept clear and wooden cable drums and other combustible packing materials, shall be removed from work place to identified location(s).



- d) Materials like: pipes, steel, sand boulders, concrete, chips and brick etc., shall not be allowed on the roads to obstruct free movement of men & machineries.
- e) Fabricated steel structurals, pipes & piping materials shall be stacked properly for erection.
- f) Water logging on roads shall not be allowed.
- g) No parking of trucks/trolleys, cranes and trailers etc., shall be allowed on roads which may obstruct the traffic movement.
- h) Utmost care shall be taken to ensure over all cleanliness and proper upkeep of the working areas.
- i) Trucks carrying sand, earth and pulverized materials etc., shall be covered while moving within the plant area.

In case of non-compliance of any of above, NBPPL shall have the liberty to get it done from some other agency at this risk and cost.

3.3 HEALTH, SAFETY AND ENVIRONMENT

- 3.3.1 The Contractor shall provide safe means of access to any working place including provisions of suitable and sufficient scaffolding at various stages during all operations of the work for the safety of his workmen, and NBPPL / Owner. Contractor shall ensure deployment of appropriate equipment and appliances for adequate safety and health of the workmen and protection of surrounding areas.
- 3.3.2 The contractor shall ensure that all their staff and workers wear Safety Helmet and Safety shoes. Contractor shall also ensure use of safety belt, protective goggles, gloves etc., by the personnel as per job requirements. All these gadgets shall conform to relevant IS specifications or equivalent.

- 3.3.3 The Contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erection of material and equipments. All lifting equipments shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach there to, shall be provided by the Contractor before starting the actual operations at night. It is mandatory for contractor to get his workmen medically examined / checked for fitness of work assigned once a year and furnish the certificate to that effect from RMP / Govt. Hospital.
- 3.3.4 Hazardous and / or toxic materials such as solvent, coating or thinners shall be stored in appropriate containers.
- 3.3.5 All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precautions to be taken.
- 3.3.6 Contractor shall ensure that during the performance of the work, all hazards of the health of personnel have been identified, assessed and eliminated.
- 3.3.7 Chemical spills shall be contained and cleaned up immediately to prevent further contamination.
- 3.3.8 All personnel exposed to physical agents such as ionizing or non-ionizing radiation, ultraviolet rays or similar other physical agents shall be provided with adequate shielding or protection commensurate with the type of exposure involved.
- 3.3.9 Where contact or exposure of hazardous materials could exceed limits or could otherwise have harmful effects, appropriate personnel protective equipment such as gloves, goggles, aprons, chemicals resistant clothing and respirator shall be used.
- 3.3.10 All persons deployed at site shall be knowledgeable of and comply with the environmental laws, rules & regulations relating to the hazardous materials substances and wastes. Contractor shall not dump, release or otherwise discharge or dispose of any such materials without the express authorization of NBPPPL / Owner.

4.0 DURING JOB EXECUTION



4.1 Implement Health, Safety and Environment requirements including but not limited to as brought out under Para 3.0. Contractor shall ensure to :

- Arrange workmen compensation insurance, registration under ESI Act, third party liability insurance etc., as applicable.
- arrange all HSE permits before start of activities (as applicable) like hot work, confined space, work at heights, storage of chemical / explosive materials and its use and implement all precautions mentioned therein.
- Submit timely the completed checklist on HSE activities, Monthly HSE report, accident reports, investigation reports etc., as per NBPPL / Owner requirements. Compliance of instructions on HSE shall be done by Contractor and informed urgently to NBPPL / Owner.
- Ensure the Resident Engineer / Site-In charge of the Contractor shall attend all the Safety Committee / HSE meetings arranged by NBPPL/Owner. In case of his absence from site that a second senior most person shall be nominated by him in advance and communicated to NBPPL/Owner.
- Display at site office and work locations caution boards, list of hospitals, emergency services available.
- Display posters, banners made available by NBPPL for safe working to promote safety consciousness.
- Assist in HSE audits by NBPPL / Owner and submit compliance report.
- Generate and submit HSE records / report as per HSE plan.
- Appraise NBPPL / Owner on HSE activities at site.



ANNEXURE - I

RELEVANT IS – CODES FOR PERSONAL PROTECTION

IS: 2925-1984	Industrial Safety Helmets
IS: 4770-1968	Rubber gloves for electrical purposes
IS: 6994, 1973 (Part-I)	Industrial Safety Gloves (Leather & Cotton Gloves)
IS: 1989-1986 (Part I & III)	Leather safety boots and shoes
IS: 3738-1975	Rubber knee boots
IS: 5557-1969	Industrial and Safety rubber knee boots
IS: 6519-1971	Code of practice for selections, care and repair of Safety footwear
IS: 11226-1985	Leather Safety footwear having direct moulding sole
IS: 5983-1978	Eye protectors
IS: 9167-1979	Ear protectors
IS: 3521-1983	Industrial Safety belts and harness



ANNEXURE – II

1.0 HEALTH, SAFETY & ENVIRONMENT (HSE) PLAN

PROJECT: ----- CONTRACTOR :-----

DATE :----- OWNER :-----

(To be prepared by each construction Agency)

Activity/ Description	Procedure/W.I. /Guidelines	Codes of Conformance	Performance Functions			Audit Function / Customer Review/ Audit Requirement
			Performer	Checker	Approver	

PREPARED BY

REVIEWED BY

APPROVED BY

(RESIDENT ENGINEER)



2.0 MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (1/6)

PROJECT:----- CONTRACTOR:-----

DATE :----- OWNER:-----

INSPECTION BY:-----

Note: Write 'NA' wherever the item is not applicable.

ITEM	YES	NO	REMARKS	ACTION
------	-----	----	---------	--------

HOUSING KEETING

Waste containers provided and used

Sanitary facilities adequate and clean

Passageways and Walkways Clear

General neatness of working areas

Others

PERSONNEL PROTECTIVE EQUIPMENT

Goggles: Shields

Face protection

Hearing protection

Safety Shoes provided

Hand protection

Safety Belts

Others

EXCAVATIONS / OPENINGS

Openings properly covered or barricaded

Excavations shored

Excavations barricaded

Overnight lighting provided

Other



MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.. 2/6)

ITEM	YES	NO	REMARKS	ACTION
------	-----	----	---------	--------

WELDING, CUTTING

- Gas cylinders chained upright
- Cables and hoses not obstructing
- Screens or shields used
- Flammable materials protected
- Fire extinguisher (s) accessible
- Other

SCAFFOLDING

- Fully decked platforms
- Guard and intermediate rails in place
- Toe boards in place
- Adequate shoring
- Adequate access
- Other

LADDERS

- Extension side rails 1 m above
- Top of landing
- Properly secured
- Angle + 70 from horizontal
- Other



MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.3/6)

ITEM	YES	NO	REMARKS	ACTION
------	-----	----	---------	--------

HOIST, CRANES AND DERRICKS

Condition of cables and sheaves OK
Condition of slings, chains, hooks & eyes O.K.
Inspection and maintenance logs maintained
Outriggers used
Signs/barricades provided
Signals observed and understood
Qualified operators
Other

MACHINERY, TOOLS AND EQUIPMENT

Proper instruction
Safety devices
Proper cords
Inspection and maintenance
Other

VEHICLE AND TRAFFIC

Rules and regulations observed
Inspection and maintenance
Licensed drivers
Other



MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.4/6)

ITEM	YES	NO	REMARKS	ACTION
TEMPORARY FACILITIES				
Emergency instructions posted				
Fire extinguishers provided				
Fire-aid equipment available				
Secured against storm damage				
General neatness				
In accordance with electrical requirements				
Other				
FIRE PREVENTION				
Personnel instructed				
Fire extinguishers checked				
No smoking in Prohibited areas				
Hydrants Clear				
Other				
ELECTRICAL				
Proper wiring				
ELCB's provided				
Ground fault circuit interrupters				
Protection against damage				
Prevention of tripping hazards				
Other				



MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.5/6)

ITEM	YES	NO	REMARKS	ACTION
------	-----	----	---------	--------

HANDLING AND STORAGE OF MATERIALS

Properly stored or stacked

Passageways clear

Other

FLAMMABLE GASES AND LIQUIDS

Containers clearly identified

Proper storage

Fire extinguishers nearby

Other

WORKING AT HEIGHT

Erection plan

Safety belts and lanyards; chute lines

Other

ENVIRONMENT

Chemical and other Effluents properly disposed

Cleaning liquid of pipes disposed of properly

Water used for hydro testing disposed off as
Per agreed procedure

Lubricant Waste/Engine Oil properly disposed

Waste from Canteen, offices, sanitation etc.,
Disposed properly

Disposal of surplus earth, stripping materials,

Oily rags and combustible materials done
Properly



MONTHLY HSE CHECKLIST CUM COMPLIANCE REPORT (Contd.6/6)

ITEM	YES	NO	REMARKS	ACTION
Green belt protection				
Hygienic conditions at labour camps O.K?				
Availability of First Aid facilities				
Proper sanitation at site, office and Labour camps				
Arrangement of medical facilities				
Measures for dealing with illness				
Availability of Potable drinking water For workmen & staff				

Signature of Resident

Engineer with Seal



3.0 ACCIDENT CUM FIRE REPORT

(To be submitted by contractor after every accident within 24 hours of accident)

Report : _____

Name of Site: _____ Date: _____

CONTRACTOR _____

NAME OF THE INJURED _____

FATHER'S NAME _____

SUB-CONTRACTOR M/S _____

DATE & TIME OF ACCIDENT _____

LOCATION _____

BRIEF DESCRIPTION OF ACCIDENT

CAUSE OF ACCIDENT

NATURE OF INJURY/DAMAGE

MEDICAL AID PROVIDED/ACTIONS TAKEN

INTIMATION TO LOCAL AUTHORITIES

DATE:

SIGNATURE OF CONTRACTOR

WITH SEAL

TO: SITE-IN-CHARGE/NBPPL

1 COPY



4.0 SUPPLEMENTARY ACCIDENT & INVESTIGATION REPORT

Project: _____ Supplementary to Report No. _____

(Copy enclosed)

Site: _____ Date: _____

CONTRACTOR _____

NAME OF THE INJURED _____

FATHER'S NAME _____

SUB-CONTRACTOR M/S _____

DATE & TIME OF ACCIDENT _____

LOCATION _____

BRIEF DESCRIPTION & CAUSE OF ACCIDENT

NATURE OF INJURY/DAMAGE

COMMENTS FROM MEDICAL PRCTICETIONER, WHO ATTENDED THE VICTIM / INJURED

SUGGESTED IMPROVEMENT IN THE WORKING CONDITION, IF ANY

LOSS OF MANHOURS AND IMPACT ON SITE WORKS

ANY OTHER COMMENT BY SAFETY OFFICER

DATE:

SIGNATURE OF CONTRACTOR

WITH SEAL

TO: SITE-IN-CHARGE/NBPPL

1 COPY



5.0 MONTHLY HEALTH, SAFETY & ENVIRONMENT (HSE) REPORT

(To be submitted by each Contractor)

Actual work start Date: _____ For the month of _____

Project: _____ Report No. _____

Name of the Contractor: _____ Status as on: _____

Name of Work: _____ Name of safety officer _____

ITEM	THIS MONTH	CUMMULATIVE
Total Strength (Staff + Workmen)		
Number of HSE meetings organized at site		
Number of HSE awareness programmes Attended at site		
Whether workmen compensation policy taken	Y/N	
Whether workmen compensation policy is valid	Y/N	
Whether workmen registered under ESI Act	Y/N	
Number of Fatal Accidents		
Number of Loss Time Accidents (Other than Fatal)		
Other accidents (Non Loss Time)		
Total No. of Accidents		
Total man-hours worked		
Man-hour loss due to fire and accidents		
Compensation cases raised with Insurance		
Compensation cases resolved and paid to workmen		
Remarks		

Date

Safety Officer/Resident Engineer

(Signature & Name)

To: SITE-IN-CHARGE, NBPPL

1 COPY