

Clause No.		GENERAL CONDITIONS OF CONTRACT (GCC)	
		protected by providing temporary fencing at the cost of the Employer.	
55	Security Watch and Lighting	The Contractor shall provide and maintain at his own expense all lights, guards, fencing and watching when and where necessary or required by the Project Manager for the protection of the Works or for the safety and convenience of those employed on the Works or the public.	
56	Prevention of Pollution	The Contractor shall make necessary arrangement to prevent pollution of the water in any adjacent water bodies including stream, springs, nallah, river and lakes etc. The Contractor shall be solely responsible and liable for all damage caused by any pollution that may take place during the execution of the Work.	
57	Explosives	Permission for the use of explosives shall be obtained from the Project Manager or from any appropriate authority as directed by the Project Manager and all explosive materials shall be used only under close supervision. It shall be the responsibility of the Contractor to seek and obtain any necessary permits, and to ensure that the requirements of the authorities are complied with, in all respects. Failure to do so may result in the Project Manager withdrawing permission to use explosives. The indemnification provided for, under the General Condition of Contract shall include indemnification against all claims in respect of any incident arising from the use of explosives.	
58	Royalty	58.1 58.2 58.2.1	Royalty (Applicable in Packages involving Civil Works) If the Contractor intends to engage itself in quarrying or mining of soil/earth, sand, stone/aggregates, metals, minerals or minor minerals required for the Civil works, as the case may be, it shall obtain necessary permits under the applicable law for such mining or quarrying from the State/Central Government authorities and pay the fee or charges applicable thereto. The Civil works component of the Contract Price shall be inclusive of any Royalties or Seigniorage Fee or Cess or other charges payable on the quarried or mined metal, minerals, or minor minerals, as the case may be, at the rate(s) prevailing as on seven (7) days prior to the deadline set for Price Bid submission. It shall be the responsibility of the Contractor to ensure that the Royalties or Seigniorage Fee or Cess or other charges on the quarried or mined metal, minerals or minor minerals are paid to the statutory authorities.

SECTION-IV (GCC)	Carbonated Fly Ash Brick (C-Brick) Plant of 2 Lakh per Day Capacity at NTPC Ramagundam ; BIDDING DOCUMENT NO.: CS-3100-702-9	PAGE 102 OF 104
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Clause No.		GENERAL CONDITIONS OF CONTRACT (GCC)
		<p>58.2.2 The component of Royalties or Seigniorage Fee or Cess or other charges, if applicable in a running account bill, shall only be released by the Employer to the Contractor on submission of the following documents in original:</p> <p>A) In case the Contractor is the primary license holder of the quarry / mines:</p> <ul style="list-style-type: none"> i) Vehicle wise challan / transit permit and proof of payment of royalty, and ii) Any other document required as per the relevant Acts/Rules of the concerned state. <p>B) In case the Contractor is the purchaser of soil/earth, sand, stone/aggregates, metals, minerals or minor minerals:</p> <ul style="list-style-type: none"> i) Purchase voucher and vehicle wise challan / transit permit and proof of payment of royalty, and ii) Any other document required as per the relevant Acts/Rules of the concerned state. <p>58.2.3 In case the Contractor fails to provide the required proof of royalty payment with the RA bill then an amount based on the prevailing rates of the royalty shall be retained from the respective RA bill, as security against royalty, which shall be refunded to the Contractor on submission of proof of royalty payment.</p> <p>58.2.4 The Contractor shall pay and indemnify the Employer against any default in payment of Royalties or Seigniorage Fee or Cess or other charges by the Contractor or the agency from which the Contractor purchases soil/earth, sand, stone/aggregates, metals, minerals or minor minerals.</p> <p>58.2.5 In the event of there being a statutory increase in the rates of royalty charges/fresh levy of royalty on materials, the same shall be reimbursed to the Contractor upon submission of original challan by him of having made the payments at revised rates. In the event of there being a decrease in such rates, the same shall be recovered from the Contractor. The base date for calculating the increase or decrease shall be the rate as on seven (7) days prior to the deadline set for Price Bid submission. The total reimbursement (positive or negative) as specified above, to be paid or recovered, shall however be calculated on the quantity of materials actually considered while making the royalty payments to the concerned authorities, or the theoretical consumption of these materials (calculated on the basis of the volume of</p>