

Clause No.			GENERAL CONDITIONS OF CONTRACT (GCC)
			of the Plant and Equipment and the Contractor's Equipment to the Site.
22.	<b>Installation</b>		
		22.1	<p><b>Setting Out/Supervision/Labour</b></p> <p>22.1.1 Bench Mark: The Contractor shall be responsible for the true and proper setting-out of the Facilities in relation to bench marks, reference marks and lines provided to it in writing by or on behalf of the Employer.</p> <p>If, at any time during the progress of installation of the Facilities, any error shall appear in the position, level or alignment of the Facilities, the Contractor shall forthwith notify the Project Manager of such error and, at its own expense, immediately rectify such error to the reasonable satisfaction of the Project Manager. If such error is based on incorrect data provided in writing by or on behalf of the Employer, the expense of rectifying the same shall be borne by the Employer.</p> <p>22.1.2 Contractor's Supervision: The Contractor shall give or provide all necessary superintendence during the installation of the Facilities, and the Construction Manager or its deputy shall be constantly on the Site to provide full-time superintendence of the installation. The Contractor shall provide and employ only technical personnel who are skilled and experienced in their respective callings and supervisory staff who are competent to adequately supervise the work at hand.</p> <p>22.1.3 Labour:</p> <p>(a) The Contractor shall provide and employ on the Site in the installation of the Facilities such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution of the Contract. The Contractor shall preferably engage skilled/ semiskilled/ unskilled workers from amongst the land oustees of the Project.</p> <p>(b) Unless otherwise provided in the Contract, the Contractor shall be responsible for the recruitment, transportation, accommodation and catering of all labour, local or expatriate, required for the execution of the Contract and for all payments in connection therewith.</p> <p>(c) The Contractor shall be responsible for obtaining all necessary permit(s) and/or visa(s) from the appropriate authorities for the entry of all labour and</p>

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			<p>personnel to be employed on the Site into the country where the Site is located.</p> <p>(d) The Contractor shall at its own expense provide the means of repatriation to all of its and its Subcontractor's personnel employed on the Contract at the Site to their various home countries. It shall also provide suitable temporary maintenance of all such persons from the cessation of their employment on the Contract to the date programmed for their departure. In the event that the Contractor defaults in providing such means of transportation and temporary maintenance, the Employer may provide the same to such personnel and recover the cost of doing so from the Contractor.</p> <p>(e) The Contractor shall at all times during the progress of the Contract use its best endeavour to prevent any unlawful, riotous or disorderly conduct or behaviour by or amongst its employees and the labour of its Subcontractors.</p> <p>(f) The Contractor shall, in all dealings with its labour and the labour of its Subcontractors currently employed on or connected with the Contract, pay due regard to all recognized festivals, official holidays, religious or other customs and all local laws and regulations pertaining to the employment of labour.</p>
		22.2	<p><b>Contractor's Equipment</b></p> <p>22.2.1 All Contractors' Equipment brought by the Contractor onto the Site shall be deemed to be intended to be used exclusively for the execution of the Contract. The Contractor shall not remove the same from the Site without the Project Manager's consent that such Contractor's Equipment is no longer required for the execution of the Contract.</p> <p>22.2.2 Unless otherwise specified in the Contract, upon completion of the Facilities, the Contractor shall remove from the Site all Equipment brought by the Contractor onto the Site and any surplus materials remaining thereon.</p> <p>22.2.3 The Employer will, if requested, use its best endeavour to assist the Contractor in obtaining any local, state or national government permission required by the Contractor for the export of the Contractor's Equipment imported by the Contractor for use in the execution of the Contract that is no longer required for the execution of the Contract.</p>
		22.3	<b>Site Regulations and Safety</b>

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			<p>22.3.1 The Employer and the Contractor shall establish Site regulations setting out the rules to be observed in the execution of the Contract at the Site and shall comply therewith. The Contractor shall prepare and submit to the Employer, with a copy to the Project Manager, proposed Site regulations for the Employer's approval, which approval shall not be unreasonably withheld.</p> <p>Such Site regulations shall include, but shall not be limited to, rules in respect of security, safety of the Facilities in line with para 22.3.2, gate control, sanitation, medical care, and fire prevention.</p> <p>22.3.2 The Employer has formulated Safety Rules for Construction &amp; Erection of Power Plants and is enclosed at <b>Annexure-B to GCC</b>. These Safety Rules lay down the safety requirements for safe execution of project activities, responsibilities of the Contractor, and all concerned involved in Construction and Erection. The Contractor, including his sub-contractors, while executing the Works, shall strictly comply with these Safety rules and statutory requirements (including amendments thereof), as applicable, in respect of safety of personnel, equipment and materials at site area under execution of the Contractor.</p> <p>22.3.3 In addition to other clauses specified in 'NTPC Safety Rules for Construction and Erection of Power Plants' [as enclosed with GCC], Contractor shall adhere to the following provisions for payment linked to Safety Compliances as specified in Payment Terms:</p> <p><b>i) Safety Personnel</b></p> <p>Contractor shall adhere to the requirements of Clause 2.3 (requirement of Safety personnel) of 'NTPC Safety Rules for Construction and Erection of Power Plants'.</p> <p><b>ii) Personal Protective Equipment &amp; Safety Equipment</b></p> <p>Contractor shall adhere to the requirements of Clause 4 (Personal Protective Equipment) of 'NTPC Safety Rules for Construction and Erection of Power Plants' and the provisions of the Bidding Documents with regards to number of Safety Equipment/PPEs to be provided by the Contractor.</p> <p>In case Contractor fails to comply with aforesaid requirement, Project Manager /Safety Officer shall issue a warning letter/Non-compliance Memo to the Contractor regarding the same advising him to take corrective action.</p>

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			<p>Project Manager /NTPC Safety Officer shall maintain written record of all such incidents when Warning letter/Non-compliance Memo is issued to the Contractor for not meeting the requirements of Clause 4.0 (Personal Protective Equipment) and the provisions of the Bidding Documents.</p> <p><b>iii) Safety Induction and Training</b></p> <p>Contractor shall adhere to the requirements of imparting Safety training as per Clause 8.0 (Safety Induction and Training) of 'NTPC Safety Rules for Construction and Erection of Power Plants.</p> <p>Contractor shall maintain written record of Safety trainings imparted to its Employees/ workmen for purpose of aforesaid payment. These records shall be available for review of Project Manager /NTPC Safety Officer all the time.</p> <p><b>iv) Medical and First Aid Amenities</b></p> <p>Contractor shall adhere to the requirements of Clause 13 (Medical and First Aid Amenities) of 'NTPC Safety Rules for Construction and Erection of Power Plants.</p> <p>NTPC Safety Officer/ Project Manager shall maintain written record of incidences when requisite Medical and first aid amenities as per Clause 13 of Safety Rules were not available for purpose of aforesaid payment.</p> <p><b>v) Compliance to Work Permit System</b></p> <p>Contractor shall adhere to the requirements of Clause 17 (Work Permit System) of 'NTPC Safety Rules for Construction and Erection of Power Plants'.</p> <p>In case Contractor fails to obtain work permit or fails to comply to any requirements of aforesaid Work permit system, he will be issued a warning letter/Non-compliance Memo by Project Manager /Safety Officer of NTPC regarding the same advising him to take corrective action.</p> <p>NTPC Safety Officer / Project Manager shall maintain written record of all such incidents when Warning letter / Non-compliance Memo is issued to Contractor for not complying with the requirements of Work Permit System as per Clause 17 of Safety Rules for purpose of aforesaid payment.</p>
		22.4	<b>Opportunities for Other Contractors</b>

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			<p>22.4.1 The Contractor shall, upon written request from the Employer or the Project Manager, give all reasonable opportunities for carrying out the work to any other contractors employed by the Employer on or near the Site.</p> <p>22.4.2 If the Contractor, upon written request from the Employer or the Project Manager, makes available to other contractors any roads or ways the maintenance for which the Contractor is responsible, permits the use by such other contractors of the Contractor's Equipment, or provides any other service of whatsoever nature for such other contractors, the Employer shall fully compensate the Contractor for any loss or damage caused or occasioned by such other contractors in respect of any such use or service, and shall pay to the Contractor reasonable remuneration for the use of such equipment or the provision of such services.</p> <p>22.4.3 The Contractor shall also so arrange to perform its work as to minimize, to the extent possible, interference with the work of other contractors. The Project Manager shall determine the resolution of any difference or conflict that may arise between the Contractor and other contractors and the workers of the Employer in regard to their work.</p> <p>22.4.4 The Contractor shall notify the Project Manager promptly of any defects in the other Contractors' work that come to its notice, and that could affect the Contractor's work. The Project Manager shall determine the corrective measures, if any, required to rectify the situation after inspection of the Facilities. Decisions made by the Project Manager shall be binding on the Contractor.</p>
		22.5	<p><b>Emergency Work</b></p> <p>If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work.</p> <p>If the Contractor is unable or unwilling to do such work immediately, the Employer may do or cause such work to be done as the Employer may determine is necessary in order to prevent damage to the Facilities. In such event the Employer shall, as soon as practicable after the occurrence of any such emergency, notify the Contractor in writing of such emergency, the work done and the reasons therefor. If the work done or caused to be done by the Employer is work that the Contractor was liable to do at its own expense under the Contract, the reasonable costs incurred by the Employer in connection therewith shall be paid by the Contractor to the Employer. Otherwise, the cost of such remedial work shall be borne by the Employer.</p>

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		22.6	<p><b>Site Clearance</b></p> <p>22.6.1 Site Clearance in Course of Performance: In the course of carrying out the Contract, the Contractor shall keep the Site reasonably free from all unnecessary obstruction, store or remove any surplus materials, clear away any wreckage, rubbish or temporary works from the Site, and remove any Contractor's Equipment no longer required for execution of the Contract.</p> <p>22.6.2 Clearance of Site after Completion: After Completion of all parts of the Facilities, the Contractor shall clear away and remove all wreckage, rubbish and debris of any kind from the Site, and shall leave the Site and Facilities clean and safe.</p> <p>22.6.3 <b>Disposal of Scrap</b></p> <p>The Contractor shall with the agreement of the Employer promptly remove from the site any 'Scrap' generated during performance of any activities at site in pursuance of the Contract. The term 'Scrap' shall refer to scrap/ waste/ remnants arising out of the fabrication of structural steel work and piping work at the project site in the course of execution of the contract and shall also include any wastage of cables during the termination process while installing the cables.</p> <p>The ownership of such Scrap shall vest with the Contractor except in cases where the items have been issued by the Employer from its stores for their installation only without any adjustment to the Contract Price. The removal of scrap shall be subject to the Contractor producing the necessary clearance from the relevant authorities (Custom, GST etc.), if required by the law, in respect of disposal of the scrap. The liability for the payment of the applicable taxes/duties shall be that of the Contractor.</p> <p>The Contractor shall also indemnify to keep the Employer harmless from any act of omission or negligence on the part of the Contractor in following the statutory requirements with regard to removal/disposal of scrap. The Indemnity-cum-Undertaking Agreement shall be furnished by Contractor as per proforma enclosed in Section-VII (Forms and Procedure). Further, in case the laws require the Employer to take prior permission of the relevant Authorities before handing over the scrap to the Contractor, the same shall be obtained by the Contractor on behalf of the Employer.</p>
		22.7	<p><b>Watching and Lighting</b></p> <p>The Contractor shall provide and maintain at its own expense all lighting, fencing, and watching when and where necessary for the</p>