

## SECTION - V

### SPECIAL CONDITIONS OF CONTRACT

*The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Wherever there is a conflict, the provisions herein shall prevail over those in the GCC. The corresponding clause number of the GCC is indicated in parentheses.*

**Name of Package:** Carbonated Fly Ash Brick (C-Brick) Plant of 2 Lakh per Day Capacity at NTPC Ramagundam

**Bid Document No. :** CS-3100-702-9

Special Conditions (SCC) No.	GCC Clause Ref., if any	Special Conditions
1.	Definitions (GCC Clause 1)	<p><b>The Employer is:</b></p> <p>Name of Employer: <b>NTPC Limited,</b></p> <p>Address of Employer  <b>Contract Services NTPC Limited, 6th Floor, Engg. Office Complex, Plot A-8A, Sector 24, Noida-201301 State of U.P., India</b></p> <p><b>The Project Manager is:</b></p> <p>Name of Project Manager: Head of NTPC Ramagundam</p> <p><b>Time for Completion: 18 Months</b></p> <p>The terms 'Subcontractor' and 'Sub vendor' are interchangeable and they have the same meaning as defined under "Subcontractor" in GCC Clause No. 1.</p>
1.1	GCC Clause 3.6.1  (Construction of the Contract)	<p>The Contracts to be entered into between the Employer and the successful bidder shall be as under:</p> <ul style="list-style-type: none"> <li>- <b>First Contract:</b> For Ex-works (India) supply of Plant and Equipment including type test charges and Mandatory Spares.</li> <li>- <b>Second Contract:</b> For providing all services (excluding civil &amp; steel Structural works) i.e. inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation (including civil, structural steel work &amp; allied work, if applicable), insurance covers other than inland transit insurance, testing and commissioning and conducting guarantee tests in respect of all the Plant and Equipment supplied under the 'First Contract' and all other services including Plant Operation &amp; Maintenance (O&amp;M) services including Lime supply for O&amp;M specified in the Contract Documents.</li> <li>- <b>Third Contract:</b> For Civil &amp; site fabricated Steel structural works as specified in the Bidding Documents.</li> </ul>

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<b>Special Conditions (SCC) No.</b>	<b>GCC Clause Ref., if any</b>	<b>Special Conditions</b>
1.2	Interpretation (GCC Clause 3) GCC 3.10	The word "Joint Venture or consortium" in GCC Clause 3.10 stands deleted.
1.3	Interpretation (GCC Clause 3) GCC 3.13	For the purpose of this contract, Country of Origin will be considered as India.
2.1	Settlement of Dispute (GCC Clause 6.2)	GCC Clause 6.2 (Resolution of Dispute through Independent Engineer (IE)): Deleted
2.2	<b>GCC 6.3</b>	<b>Mediation through Independent External Monitors (IEMs)</b>  The fees payable to each IEM for mediation proceedings shall be Rs. 25,000/- per sitting and same shall stand revised as and when revised by Central Vigilance Commission.
2.3	<b>GCC 6.4.2.2.</b>	<b>(Conciliation Committees of Independent Experts)</b>  The Panel of Conciliation Committees of Independent Experts (CCIE) is enclosed as <b>Annexure-VI</b> .
3	Time for Commencement and Completion (GCC Clause 8) GCC 8.2	<b>Time for Completion: 18 Months</b>
4a	Securities (GCC clause 13) GCC 13.3.1	<p>Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish performance securities for three percent (03%) of Contract Price for all the contracts excluding price towards Operation &amp; Maintenance (O&amp;M) and lime supply and in the form provided in the section "Forms and Procedures" of the bidding documents.</p> <p>In addition to the above Contract Performance Securities, Bidder is required to furnish separate Contract Performance Security for 10% of the total price towards O&amp;M and Lime supply with a validity upto 90 days beyond the end of O&amp;M period.</p> <p>The performance security towards O&amp;M and Lime supply shall be furnished prior to the commencement of O&amp;M Period of the Contract and shall be released on expiry of 90 days after successful completion of O&amp;M and on certification of the same by the Project Manager at site.</p> <p>The Contract Performance Securities for due performance of the Contract (i.e. three percent (03%) of Contract Price for all the contracts excluding price towards O&amp;M and Lime suply shall be released after completion of Defects Liability Period of the Contract and on receipt of Contract Performance Security for O&amp;M.</p>
4b		Not Applicable

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<b>Special Conditions (SCC) No.</b>	<b>GCC Clause Ref., if any</b>	<b>Special Conditions</b>		
5.	Completion Time Guarantee (GCC Clause 26)  GCC 26.2	<p><b>Applicable Rate for Liquidated Damages</b></p> <p><b>A) Liquidated Damages for delay in successful Completion of Facilities shall be as under:</b></p> <p>If the contractor fails to achieve the successful Completion of Facilities within the agreed work schedule, the Contractor shall pay to the Employer as liquidated damages and not as penalty, a sum calculated at the following rates:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px; vertical-align: top;">           A sum of <b>INR 13,07,000</b> (Indian Rupees Thirteen lakhs seven Thousand only)         </td><td style="padding: 5px; vertical-align: top;">           for each day of delay in successfully achieving the "Completion of Facilities" under the package as per the scope of work and work schedule defined in the Contract.         </td></tr> </table> <p><b>B) Maximum Deduction for Liquidated damages for delay:</b></p> <p>The total amount of liquidated damages for delay under the contract will be subject to a maximum of five percent (5%) of the total Contract Price <b>[total of First, Second &amp; Third Contract] excluding O&amp;M and Lime supply for O&amp;M.</b></p>	A sum of <b>INR 13,07,000</b> (Indian Rupees Thirteen lakhs seven Thousand only)	for each day of delay in successfully achieving the "Completion of Facilities" under the package as per the scope of work and work schedule defined in the Contract.
A sum of <b>INR 13,07,000</b> (Indian Rupees Thirteen lakhs seven Thousand only)	for each day of delay in successfully achieving the "Completion of Facilities" under the package as per the scope of work and work schedule defined in the Contract.			
6		<b>Not applicable</b>		
7	Functional Guarantees GCC 28.0	The words "Appendix-8 (Functional Guarantee)" appearing in the GCC Clause 28 and any other places in the bidding documents shall be read in conjunction with Technical Specifications, Section-VI of Bidding Documents.		
8	GCC 47 and 48	<b>GCC 47: Integrity Pact : Applicable</b> <b>GCC 48: Independent External monitors: Applicable</b>		
9	General	The instruments such as Letter of Undertakings, Joint Deed of undertakings etc which are presently specified to be furnished on non-judicial stamp paper of appropriate/requisite value, shall be stamped as per Indian Stamp Act.		
10	GCC 46 (Debarment)	The version of Policy for Debarment from Business dealings presently followed by NTPC is <u>Rev.04</u>		
		<p><b><u>ANNEXURES TO SCC</u></b></p> <ol style="list-style-type: none"> <li>1. ANNEXURE-I: LIST OF BANKS</li> <li>2. ANNEXURE-II: NOT APPLICABLE</li> <li>3. ANNEXURE-III: DETAILS OF CERTIFICATES REGARDING CONTRACT CLOSING</li> <li>4. Annexure-IV: DoE Order regarding Rule 144 (xi) of the General Financial Rules (GFRs)</li> <li>5. Annexure-V: Not Applicable</li> <li>6. Annexure-VI: Panel of Conciliation Committees of Independent Experts (CCIE)</li> </ol>		

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