

**SUBJECT: PMEC WORK FOR THE REPLACEMENT OF ONE SPAN OF 45.7 MTR.
THROUGH TYPE RIVETED GIRDER AT MAYAR BRIDGE OF NTPC /RIHAND –MGR**

SCOPE OF WORK

- (i) Delaunching/Dismantling of existing one span of girder (Span no. 7) and transporting the dismantled material from Mayar bridge site to NTPC Rihand store. (Approx 30 Km.)
- (ii) Transportation of girder members of 45.7 mtr span (MBG loading) and other required materials for assembling the girder from Mugalsarail DDU Plant depot of Railway to NTPC-Rihand Mayar bridge site.
- (iii) Supplying & fixing of Rocker and Roller Bearings.
- (iv) Assembling, erection and launching of girder in Mayar Bridge (Span no. 7 of LL) including riveting at site & other activities required for assembling, etc.
- (v) Supply and fixing Steel Channel sleepers as per requirement.
- (vi) Providing & laying Chequered plate for maintenance & supervision of Bridge & Track as per requirement.
- (vii) Laying of Track on girder.
- (viii) Any other works which are essentially required for completeness of erection and Commissioning of the girder.

(1) OBLIGATIONS OF NTPC

- (i) NTPC, herein after called 'Employer' will render all necessary assistance to RITES in procurement of controlled items. If, in order to maintain the construction schedule, it becomes necessary to procure such items from open market, the actual cost of such purchase will be borne by the Clients.
- (ii) NTPC will nominate a suitable Officer as the Coordinating Officer who shall perform the duties as listed in Agreement.
- (iii) NTPC will communicate his decisions whenever referred to, within 7 days of such a request from the Consultant.
- (iv) NTPC shall provide Consultant's personnel assigned to site the following facilities comparable to NTPC's own personnel for similar categories.
 - a) Access to medical facilities to the Consultant's field personnel and their dependent family members who reside with them at site, during the period of assignment to the project site, on the same line as that of NTPC personnel of equivalent status on payment for the same.
 - b) Transport facilities if feasible for the children of the Consultant's personnel posted at site for going to school and for the staff and their dependents for going to Railway station, market etc. wherever such facilities are available.
 - c) NTPC shall provide unfurnished quarters/accommodation with electrical and water supply connection to the Consultant's personnel posted at site on payment of charges laid down by NTPC for their own personnel of comparable categories subject to its availability.
 - d) NTPC shall provide furnished guest house accommodation to the Consultant's personnel visiting site on payment of charges laid down by NTPC for their own personnel of comparable categories subject to its availability.
- (v) Open Web Girder is being procured by NTPC, therefore, NTPC will provide the Inspection or Fitness Certificate of authorized agency for the same.

(vi) NTPC will provide the total Invoice value of procurement of girder & metalizing of girder from Railway workshop including GST paid.

(2) OBLIGATIONS OF RITES

(i) RITES shall be responsible for preparation of all tender documents, calling of tender, evaluation of bids, finalization of tender and issuance of letter of award. RITES will also enter into an agreement with selected contractor on behalf of NTPC.

(ii) The RITES shall be responsible for the construction supervision including storage and handling of the materials, plant and equipment and measurement of works for all items of work covered under their scope of work, and shall coordinate with all agencies involved in the execution of the same and shall be responsible for achieving the scheduled completion dates. The RITES shall co-ordinate the field work at the site with other agencies involved, if any.

(iii) The RITES shall be responsible for monitoring of the progress.

(3) RITES REMUNERATION

Project Management Consultant (PMC) / Project Executing Agency (PEA) shall mean (Name of the Company) as appointed by the NTPC for **“PMEC work for the replacement of one span of 45.7 mtr. through type riveted girder at mayar bridge of NTPC /RIHAND –MGR”** and shall include their legal representatives, successors and permitted assigns. In this case, M/s RITES shall be PMC/PEA for which M/s RITES will get remuneration in terms of RITES consultancy fee / PMEC charges.

RITES remuneration / PMEC CHARGES shall be calculated as the percentage of (estimated direct cost mentioned in your offer + free issue material provided by NTPC). However this PMEC charges shall remain unchanged up to a variation of +/- 10% of (estimated direct cost mentioned in your offer + free issue material provided by NTPC). In addition to this, RITES will also be entitled to "Goods & Service Tax (GST)" on the above Fee at the rates as stipulated by the Government of India from time to time. Presently GST is payable at 18%. If, after the date of execution of this Agreement, the Central Government or the concerned State Government imposes any fresh Tax or Charges on the Consultancy fee payable to the Consultant, the same shall be reimbursable to the Consultant by the NTPC. The stages of payment of Consultancy Fees and GST thereon will be as under:

Sl. No.	Deliverables	Payment
(i)	On issuance of LOA for Works Contract, receipt of acceptance of PO & submission of duly signed agreement	20%
(ii)	Balance on the pro rata basis as per actual progress of work and certification of works executed	80%
	Total	100%

Estimated direct cost means the cost quoted by you or for doing the subject work as per scope of work defined above.

RITES remuneration, PMEC CHARGES, RITES consultancy fee, PMC/PEA charges, project management fee have same meaning.

No security deposit will be deducted from RITES fee.

(4) BUILT UP COST

"Built Up Cost" will consist of the expenditure incurred towards the following, all to be borne by the NTPC.

(i) Gross amount paid to the Contractor towards Construction of the Works as per Works Contract agreement including GST.

(ii) Cost of any materials supplied (such as 45.7m Open Web Girder including metalizing) free to the Contractor including Cost of handling, transportation and storage incurred by the NTPC.

(iii) Charges, if any, levied by Local Authorities for approval of plans and services and for issue of "Competent"/ "No-objection" Certificate for occupation of the Works on Completion.

(iv) Charges, if any, levied by Local Authorities/ Providers of services such as Water Supply, Drainage, Sewerage etc. for Shifting/relocation of Utilities as well as their disconnection/ connection.

(v) Cost of litigation, if any, with a Third Part or individual organization to remove legal barriers in the execution of works.

(vi) Advertisement Charges for issuing Notice inviting Tenders.

(vii) Cost of testing of materials/workmanship for items for which the Contractors is not required to pay in terms of the provision in the Works Contracts.

(viii) Any amount paid/payable to the Contractor towards his claims as considered reasonable by the Consultant.

(ix) Any amount paid/payable to the Contract or towards his claims not accepted by the Consultant but decided in favour of the Contractor by an Arbitrator or Court of Law. The amount will include the Cost involved in defending the stand of the Client! Consultant in the Arbitration or Court proceedings. The amount will however exclude the elements of Award of the Arbitrator! Court of Law on items which are finally attributable to Gross negligence of the Consultant.

(5) COMPLETION PERIOD

4.5 months from the date of issue of LOA by NTPC.

(i) Issuance of LOA by NTPC : 0 day

(ii) Preparation & submission of tender to NTPC : 0+15 days

(iii) Approval from NTPC : 0+20 days

(iv) Invitation of tender & opening : 0+30 days

(v) Award of work : 0+45 days

(vi) Execution of work (3 months after issue of LOA to agency) :0+135 days

(6) Defect Liability Period - 12 months

(7) CONSIDERATION OF CONTRACT

I. For the entire scope of services to be performed by PMC/PEA, NTPC shall pay on the basis of 'Direct Cost', which shall include the following:

a) Cost of all materials procured for incorporating in works including transportation, loading, insurance, unloading and taxes & duties. Charges for inspection, to be performed either by PMC/PEA or any other inspection agency appointed by PMC/PEA directly, are not to be included in direct cost.

- b) Amounts to be paid to Contractors engaged for carrying out works under the contract.
- c) Cost of all office buildings, storage sheds as approved and mutually agreed by NTPC.
- d) Earnest money deposit forfeiture, interest earned on short term deposits if any and miscellaneous revenue receipts shall be credited to NTPC.
- e) Any variation in amount payable to contractor as per the award of arbitration shall be borne by Owner and the same shall not be included under Direct Cost for the purpose of determination of fees payable to PMC/PEA. However, appointment of defence counsel, wherever required shall be done by PMC/PEA with the prior approval of Owner with regard to such appointment and the cost. Further, arbitrator's fees as well as defence counsel's fees (if applicable) shall be paid/reimbursed by NTPC and shall not be included under Direct Cost for the purpose of fee payable to PMC/PEA.
- f) Cost towards safe custody of materials directly procured by PMC/PEA till the appointment of the contractor to whom materials are to be issued for execution. However, in case of contingency arrangement for storage of material directly procured by PMC/PEA, PMC/PEA shall float tender for the work separately and for such tender, NTPC approval shall be sought.

Presently you have to quote estimated direct cost. Actual direct cost shall be derived after tendering by you.

- II. PMC/PEA shall be paid as a fee towards project management by the Owner. The fee shall include PMC/PEA's all site expenses, inspection charges for inspection carried out by PMC/PEA or any other agency appointed by PMC/PEA, overheads & profits and which are not separately payable.

PMC fee shall be calculated @ % of estimated Direct Cost and @..... % of estimated cost of owner free issue material. GST shall be payable extra.

The above fee shall remain valid for +/- 10% variation of the estimated Direct Cost and Owner free issue material. In case the variation is more than +/- 10% of the estimated Direct Cost and Owner free issue material. on account of increase / decrease in quantities necessitated during execution or increase/ decrease in the scope of work, the above fees will be increased or decreased proportionately for the entire variation including +/- 10%.

Further, in case of additional works carried out by PMC/PEA at the instance of NTPC, not covered in Scope of Work ~~DPR~~, consultancy fee for Project Management shall be based on NIT cost estimate or awarded direct cost whichever is lower for such work/package identified by the Owner/PMC/PEA.

The fee to be paid to PMC/PEA does not include GST which shall be paid as per actual.

Fee, levied by Indian Railways or any other department, for any services rendered by them, shall be paid directly by NTPC to the Railways/department and shall be excluded from the Direct Cost and no fee will be payable to PMC/PEA on such direct payments to Railways /Department.

Any increase or decrease of PMC/PEA Fee shall be worked out based on the unit rate adopted in the Estimated Direct Cost furnished along with the bidding documents.

(8) SPECIFIC EXCLUSIONS FROM DIRECT COST

The specific exclusions from Direct Cost shall be as elaborated but not limited to the following:

- a) All expenses incurred by PMC/PEA for their head office, site office and those in relation to technical co-ordination, procurement and its follow-up (All establishment expenses incurred by PMC/PEA for their head office and those in relation to technical co-ordination, Procurement and its follow-up including inspection by either PMC/PEA or any other agency appointed by PMC/PEA).

All activities regarding preparation of drawings, in connection with setting out of works including field survey etc., drawings for phase of working, temporary arrangement, launching schemes for approval from Railways as required shall be carried out by PMC/PEA and all related costs shall be excluded from direct cost.

However, the work of preparation of fabrication drawings only shall be included in the scope of the contractors engaged by the PMC/PEA. PMC/PEA shall be responsible for checking the correctness of such fabrication drawings submitted by the contractors, as per RDSO/Railway guidelines.

- b) Salaries/wages, P.F.(s)/Pensions and other perquisites paid to staff and labour directly employed by PMC/PEA for follow up, receipt, safe custody of material and execution of work at site.
- c) Cost of direct field supervision at site.
- d) All expenses related to official and residential accommodation acquired by PMC/PEA and their maintenance at places other than the project site.
- e) Establishments charges including essential expenses related to accommodation, furnishing and maintenance of office.
- f) All expense including salaries, allowances, travel expenses for personnel identified as related to inspection activities.
- g) Cost of all necessary insurance for plants and equipment provided by PMC/PEA and Insurance of PMC/PEA's personnel, if any.
- h) All capital cost for procurement of tools, plants and equipments incurred by PMC/PEA / Contractors.
- i) Charges (excluding penalty), if any, levied by Railways or any other Govt. /State department for any services rendered by them, which shall be paid directly by NTPC to the Railways/ concerned department.
- j) Temporary quarters constructed and maintained for PMC/PEA's staff.

(9) COST CONTROL

- I. The PMC/PEA shall maintain separate bank account(s) at the respective Project site(s) for the money drawn by him from NTPC for the work. This money shall be utilized only for execution of the PMEC Work for the Replacement of one span of 45.7 mtr. through type riveted girder at Mayar bridge of NTPC /Rihand – MGR.
- II. For effective cost control, all drawings shall have bill of quantities for major items, and shall have approval by NTPC or PMC/PEA before they are released for construction purposes. However, the approval by NTPC shall not relieve PMC/PEA of their responsibilities. Further, a monthly statement shall be furnished by PMC/PEA for NTPC's review indicating the actual quantities of work executed, their variance from the quantities identified in the finalized FR and reasons for the same. In addition progress reports shall be furnished by 7th of every month giving details up to the end of previous month and program for next month.

NTPC clearance is required for drawings for in-plant where layout has interface with other facilities, if applicable.

Monthly project expenditure statement along with bank statement shall be furnished by "PMC/PEA" for NTPC's review indicating the work executed and program for next one month/quarter.

- III. Any proposal for upward/downward revision of estimated direct cost on account of change in scope, quantities, indicated in FR or any other reason shall have reasoned vetting of Project Technical Services/Field Engg. of NTPC, with the concurrence of Finance of SSC NR Vindhyachal. PMC/PEA (if required) shall prepare an updated NIT cost estimate for each package. The updated cost estimate for the purpose of NIT shall however be vetted by SSC NR Vindhyachal Finance and Execution Department of Owner.
- IV. In case of Variation in cost at the time of award of package with respect to estimated direct cost for change in specification / quantities / scope during execution having additional financial implication prior approval from NTPC shall be obtained by PMC/PEA as follows:

The approval of such proposal shall be conveyed to PMC/PEA within 45 days from the date of its receipt.

Whenever the price of package to be awarded by PMC/PEA exceeds estimated direct cost by 10% of the respective package, the award recommendation by PMC/PEA shall necessarily be routed through NTPC's Engineer-in-charge. The PMC/PEA shall consider the observations / comments / remarks of NTPC while finalizing the Contract. Further, during execution, in case of any variation in quantities or scope change, if the revised estimated cost of respective package exceeds estimated direct cost by 10%, PMC/PEA shall submit details of cost along with justifications, for consideration/approval of NTPC.

Whenever the Consolidated cost estimate for the work exceeds the total estimated direct cost, the PMC/PEA shall submit the details of increase in cost along with justifications for approval of NTPC.

(10) APPROVAL OF ENGINEER-Incharge

You shall obtain the written approval of Engineer-in-Charge for all the purchases and sub-contracting work. Any special condition of contract which may be considered necessary by PMEC shall be got approved from NTPC'S Engineer-in-charge.

(11) TERMS & PROCEDURES OF PAYMENT

"NTPC shall make payment to M/s RITES against invoice of work completed duly certified by M/s RITES & duly verified by NTPC.

The Owner is entitled to deduct TDS as per the Government policies/tax rules and regulations.

(12) LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

In case of any delay in execution of contract, in part or full, beyond the completion date stipulated above including any extension as may be granted by NTPC in writing, PMEC shall pay to NTPC or shall permit NTPC to recover from the amounts due to PMEC a sum equal to half (1/2) percent of PMEC fee towards project management for the part or work so delayed, per week of delay or part thereof. The total liability of the PMEC under this clause shall be subject to maximum of 10% of his fee.

(13) RECORD OF ACCOUNTS

- a) PMC/PEA shall maintain regular records and accounts of all expenses incurred by him with respect to the direct cost of works under award. All these accounts shall be maintained in formats acceptable to NTPC and shall be subject to inspection and admittance by the engineer-in-charge and his duly appointed finance representatives. PMC/PEA shall depute their own internal auditors from their head office to audit these accounts, at their own expenses, at regular intervals of time and shall also arrange for audit by the statutory auditing authorities.
- b) On successful completion of work at the site and on physical handing over of the Railway Siding System to NTPC, PMC/PEA shall prepare and submit to NTPC the closing accounts duly approved by NTPC and other concerned authorities.

(14) RESPONSIBILITY OF PMC/PEA

- a) The PMC/PEA shall be responsible for procurement of all the materials covered in the scope, including preparation of tender documents as applicable, evaluation of bids, finalization of awards of supply orders, inspection, coordination with the suppliers and necessary follow-up so as to ensure the timely receipt of all necessary materials at site.
- b) The PMC/PEA shall be responsible for the construction supervision including storage and handling of the materials, plant and equipment and measurement of works for all items of work covered under their scope of work, and shall coordinate with all agencies involved in the execution of the same and shall be responsible for achieving the scheduled completion dates.

The PMC/PEA shall co-ordinate the field work at the site with other agencies involved.

- c) The PMC/PEA shall finalize the list of tools & plants to be incorporated in the documents for contracts in consultation with Engineer-in-Charge / NTPC and tie up of the same with the contractors while finalizing the contracts. All such tools, plants and equipments will be mobilized at site within mutually agreed time schedule. No additional tools, plants and equipments will be brought to site by the PMC/PEA unless otherwise instructed by Engineer-in-Charge to achieve the desired progress of work. The PMC/PEA shall be required to keep detailed log accounts of performance of all such tools, plant and equipment and shall be responsible for operation and maintenance of the same.
- d) The PMC/PEA shall be responsible for monitoring of the progress and cost of work as per the requirement of NTPC. In this regard, the PMC/PEA shall strictly comply with NTPC's planning and budgeting systems requirement and will accordingly submit monthly progress report and other report as per NTPC's prescribed formats.
- e) The PMC/PEA shall prepare a detailed coordination procedure at site within fifteen days of the award of contract.

(15) INSURANCE

The PMC/PEA shall be liable to take/maintain all necessary insurance at its own cost as applicable to them. Further, PMC/PEA will also ensure that their Contractors shall take/maintain all necessary insurance for their respective packages.

(16) SUSPENSION OF WORKS

The PMC/PEA shall, on receipt of the order in writing of the NTPC's Engineer-in-Charge, suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:

- i) On account of any default on part of the PMC/PEA or
- ii) For proper execution of the works or part thereof for reasons other than default of the PMC/PEA or
- iii) For safety of the works or part thereof.

The PMC/PEA shall, during such suspensions, properly protect and secure the works to the extent necessary and carry out the instructions given in that regard by the Engineer-in-Charge.

For the suspension being ordered for reasons (ii) and (iii) above, the PMC/PEA shall be entitled to an extension of time equal to the period of every such suspension plus 25% subject to approval of Engineer-in-Charge.

Further, PMC/PEA may reduce their resources (man power and machinery) during the period of suspension or extended time beyond contract period for the reasons solely attributable to Owner as mutually agreed between PMC/PEA and Owner.

(17) SETTLEMENT OF DISPUTE

Any dispute or difference including those considered as such by only one of the parties arising out of or in connection with the contract shall be to the extent possible settled amicably between the parties.

If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration.

(18) ARBITRATION

In the event of disputes or difference arising between PMC/PEA and Owner in connection with Contract, the arbitration shall be dealt as per latest provisions of arbitration policy of NTPC & AMRCD.

Notwithstanding the existence of any dispute or difference and /or reference for the arbitration, the PMC/PEA shall proceed with and continue without hindrance with the performance of the work under the contract with due diligence and expedition in a professional manner and the payment due to the PMC/PEA shall not be withheld by the Owner on account of such difference or arbitration proceedings unless such payment is subject matter of the arbitration.

(19) TERMINATION

I. Termination for default:

The owner may without prejudice to any other remedy for breach of contract, by written notice of default sent to PMC/PEA, terminate the contract in whole or in part

- a) If the PMC/PEA fails to deliver any or all of the services within the time period(s) specified in the contract or any extension thereof granted by the owner in writing.
- b) If the PMC/PEA fails to perform any other obligation(s) under the contract or;
- c) If the PMC/PEA in either of the above circumstances, does not cure its failure within a period of thirty (30) days after receipt of the default notice from the owner.

II. In the event the Owner terminates the Contract in whole or in part, pursuant to above para, the owner may get the works done, upon such terms and in such manner as it deems appropriate, similar to those parts not carried out by the PMC/PEA, and the PMC/PEA shall be liable to the Owner for any excess costs for such similar works. However, the PMC/PEA shall continue performance of the Contract to the extent not terminated.

(20) TERMINATION FOR CONVENIENCE

The Owner, may by written notice sent to the PMC/PEA, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for owner's convenience, the extent to which performance of work under the contract is terminated and the date upon which such termination becomes effective.

The items of work that is completed and ready for final inspection within thirty (30) days after the PMC/PEA's receipt of notice of termination shall be accepted by the Owner at the Contract terms and prices. For the remaining items of works the Owner may elect

- a) To have any portion completed and delivered at the contract terms and prices and/or
- b) To cancel the remainder and pay to the PMC/PEA an agreed amount for partially completed works.

(21) TERMINATION FOR INSOLVENCY

The owner may at any time terminate the Contract by giving written notice to the PMC/PEA, without compensation to the PMC/PEA, if the PMC/PEA becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Owner.

Upon termination of the contract at any time for whatever reason by NTPC compensation shall be payable to the PMC/PEA for all items of works performed satisfactorily until the date of termination. In addition the PMC/PEA will be paid for such of those items of work which have been partially completed as conditions stipulated under clause "termination for inconvenience para 2". The PMC/PEA shall provide available documentary evidence to this effect, acceptable to NTPC.

Following issuance by NTPC of a notice of termination and prior to the effective date of such termination, PMC/PEA shall:

- i) terminate performance of work in progress under the contract on the date and to the extent specified in the notice of termination;
- ii) incur no further costs for services except as necessary to complete performance of any portion of the work under the contract not terminated by the said notice;
- iii) terminate all outstanding order, service contracts and contracts to the extent that they relate to the performance of work terminated by the notice;
- iv) transfer title and deliver to NTPC in the manner, at the times and to the extent, if any, as directed by NTPC, all completed or partially completed items of works which, if the contract had been continued, would have been required to be furnished to NTPC;

The termination of the contract shall not relieve the PMC/PEA of its responsibilities and liabilities as per the contract for the portion of the works performed prior to the effective date of termination.

(22) SIGNING OF AGREEMENT

The PMC/PEA will prepare a draft contract agreement as per the format to be provided by the owner, for its review and approval within thirty (30) days of issue of letter of Award. Upon approval of the same, the authorized signatory

of PMC/PEA will be required to sign the contract agreement. The PMC/PEA will make and submit at no extra cost to NTPC immediately after signing of it by both parties.

(23) GOVERNING LAWS

The Contract shall be governed by the Indian Laws from time to time and the Jabalpur Court alone shall have exclusive jurisdiction.

(24) SUSPENSION OF THE OBLIGATION

The obligations stipulated in this specification can only be suspended in the case of any particular item of work, in the event of Force Majeure as defined in clause under the head “force majeure” or as the result of an agreement between the parties.

In the event of Force Majeure, neither of the parties may be considered in default of its obligations under the terms of the Specifications.

(25) FORCE MAJEURE

Force majeure is hereby defined as any cause which is beyond the control of the PMC/PEA or NTPC as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affects the performance of contract such as:-

- a) Natural Phenomena including but not limited to floods, draughts, earthquakes and epidemics.
- b) Acts of any government, domestic or foreign, including but not limited to war, declared or undeclared, priorities, quarantines, embargoes.

Provided either party shall within fifteen (15) days from the occurrence of such a cause notify the other in writing of such cause.

(26) LIMITATION OF LIABILITIES

NTPC shall in no way be responsible for any liabilities arising out of the PMC/PEA’s contractual obligation with the PMC/PEA’s personnel, experts, engineers, agencies (other than the Contractors engaged by PMC/PEA for execution of the Contract), licensors, collaborators. Similarly, the PMC/PEA shall in no way be responsible for any liabilities arising out of NTPC’s personnel, agency, licensors, collaborators or vendors.

The PMC/PEA and NTPC both agree that each shall assume full risk of damages or injury to its own properties, employees and representatives caused by any act or omission to act by their respective employees or representatives, during the performance.

(27) ENFORCEMENT OF TERMS

The failure of Owner to enforce at any time any of the provisions of this contract or any rights in respect thereto or to exercise any option herein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by Owner of any of its rights hereto shall not preclude or prejudice him from exercising the same or any other right it may have under the Contract.

(28) NOTICE OF DEFAULT

In the event of any default by either party hereto, in respect of any of its obligations and responsibilities under the contract, the party not in default shall give notice in writing to the other party calling upon it to rectify such default within a period of thirty (30) days of the receipt thereof. Should the party remain in default within the said period, the other party shall be entitled to treat it as a breach of contract and notice to that effect shall be given forthwith.

(29) PATENT

The PMC/PEA shall hold harmless and indemnify the Owner from and against loss, damage and expenses arising from any claim for infringement of patent, copyright, design and other such rights in existence or to be granted on an application published prior to the completion of this Contract with respect to or arising out of the use or supply of design, or any work in accordance with the designs, drawings or specifications furnished, approved or recommended by the PMC/PEA.

The PMC/PEA shall promptly notify the Owner in writing if the PMC/PEA has acquired knowledge of any patent under which a claim or suit for infringement could reasonably be brought because of the use by the owner of any information, recommendation or specifications, services rendered by the PMC/PEA.

The PMC/PEA, in such case, shall forthwith at its own cost make and furnish to the owner alternative designs, drawings, specifications or recommendations to avoid the same and without putting the owner to additional cost.

(30) INSTRUCTION REGARDING EXPENDITURE

The PMC/PEA shall obtain prior approval of Engineer-in-charge before incurring any expenditure regarding enabling/infrastructure works such as office equipment, procurement/hiring of vehicle, furnishing of office/temporary quarters, etc.

(31) INDEMNITY

The PMC/PEA shall be fully responsible for execution of the works and shall take all precautions to prevent loss or damages or to minimize loss or damage to the extent possible, and shall be liable to make good any loss or damage incurred due to negligence on his part.

The PMC/PEA shall indemnify and keep NTPC indemnified against all losses or claims for injuries or damages to any person or any property whatsoever which may arise out or in consequence of the execution of any part(s) of the work under the contract. All expenses incurred for such insurance etc. shall however be excluded from the direct cost.

The PMC/PEA shall at all times indemnify NTPC against all claims, damages or compensation under the provisions of Payment of Wages Act 1936, Minimum Wages Act, 1948, Owner's Liability Act 1938, the Workmen's Compensation Act 1923, Industrial Dispute Act 1947 and Maternity Benefit Act 1961 or any statutory notifications thereof or any other law relating thereto and rules made from time to time there under, or as a consequence of any accident or injury to any workman or other persons in or about the work.

PMC/PEA shall include necessary provisions in the bidding documents of execution contracts to comply to provisions of Indemnity.

(32) PROGRESS REPORT

The PMC/PEA shall prepare and submit to the Engineer-in-Charge monthly progress report showing the progress and status of the 'Works being performed by him including such materials as charts, networks and photograph (if any) as per the directives of the Engineer-In-Charge. Draft formats of progress reports shall be finalised in consultation with the Engineer-In - Charge.

It is understood that submission of such reports and reviews thereof by NTPC shall not be deemed to absolve the PMC/PEA of his responsibility of timely completion of the assignment as per the time schedule indicated in the Technical Specification.

(33) UNITS & STANDARDS/CODES/REGULATIONS

The International system of Units (SI) will be used for carrying out the services mentioned in the specification. Indian Standards, codes and regulations, wherever applicable shall be adopted and adhered to by the PMC/PEA. In case of such Indian Standards/Codes/Regulations being not available in particular areas, applicable and acceptable international standards shall be followed.

(34) ASSOCIATION OF NTPC's ENGINEERS

NTPC/Owner may depute their engineer/representative to be present during the entire period of this Consultancy assignment/service studies or any part thereof and they would be closely associated by the PMC/PEA in all activities relating to the assignment for a fruitful interaction.

The PMC/PEA shall provide all facilities for NTPC/Owner's engineers/ representatives to have fruitful participation in the work. The to and fro travel charges and the boarding and lodging charges of NTPC engineers/representatives shall be borne by NTPC.

(35) NO WAIVER

If the Owner, in any instance, does not insist upon strict performance of any of the terms of the assignment, it shall not be construed as a waiver or relinquishment in the future till the assignment is enforced and shall not relieve the PMC/PEA of any of its responsibilities under the assignments.

(36) NTPC DISCRETION

NTPC Limited does not bind themselves to accept the offer or to give reasons for their decision.

(37) SAFETY MEASURES

During execution of the work, PMC/PEA is required to adhere strictly to all standard safety measures as required for undertaking the work (attached as Annexure D). Quoted rates should also include cost towards all required safety measures and necessary insurance coverages. PMC/PEA shall indemnify and shall keep NTPC indemnified against losses and damages, if any, suffered by the persons, deployed by the PMC/PEA or his Contractors, due to any cause and/or accident during working at the site.

(38) FRAUD PREVENTION POLICY

The PMC/PEA along with its contractors/sub-vendors/consultants/service providers shall strictly adhere to the Fraud Prevention Policy of Employer displayed on its tender website <http://www.ntpc.tender.com> and shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice. A certificate as specified at Attachment-B to this effect shall be furnished by the PMC/PEA/his Contractors along with his bid. PMC/PEA shall ensure they get the certificate signed by their Contractors at bidding stage.

(39) AUTHORIZATION FOR ELECTRONIC FUND TRANSFER

The initial advance payment & payments due on receipt of equipment and materials and those for the inland transportation and the erection portion shall be made directly to the PMC/PEA by the Owner. Wherever technically feasible, these payments shall be made electronically only as per details of Bank Account indicated in the contract. The PMC/PEA shall hold the Owner harmless & Owner shall not be liable for any direct, indirect or consequential loss or damage sustained by the PMC/PEA on account of any error in the information or change in Bank details provided to the Owner in the prescribed form specified at Attachment-C without intimation to Owner duly acknowledged.

(40) TRAVEL EXPENSES:

All the travel expenses including boarding and lodging, insurance and taxes incurred by PMC/PEA for carrying out all the works indicated in the scope of work shall be in your scope and the Owner shall not bear any liability on this account. All the travel expenses including boarding, lodging, taxes and insurance of the engineers of NTPC/Owner travelling to PMC/PEA's office in India shall be borne by NTPC/Owner.

(41) ADDRESS FOR COMMUNICATION:

Contracts Services, SSC NR Vindhyachal
2nd Floor, Administrative Building,
P O Vindhyanager, DISTT: Singrauli (MP) – 486885
e-mail: lalratnakar@ntpc.co.in / anujkgupta@ntpc.co.in

(42) POLICY FOR WITHHOLDING AND BANNING OF BUSINESS DEALINGS

The Employer has in place a Policy for withholding and Banning of Business Dealings as enclosed with the Bidding Documents. Business dealings may be withheld or banned with the PMC/PEA on account of any of the grounds and following the procedures as detailed in the said Policy for withholding and Banning of Business Dealings.

Annexure A

(BREAK UP OF PRICE BID)

Bidder's Name and Address:

To

AGM, Contract Services,
SSC NR Vindhyachal

Dear Sir,

- A) We declare total estimated amount against direct cost is Rs. (in figures)
- B) PMEC charges @ % of estimated Direct Cost .
- C) PMEC charges @ % of free issue material supply by NTPC.

We understand that fee shall include PMC/PEA's all site expenses, inspection charges for inspection carried out by PMC/PEA or any other agency appointed by PMC/PEA, overheads & profits

Date:
Place:

Name:
Designation:

Annexure B

(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY)

Bidder's Name and Address:

To

AGM, Contract Services,
SSC NR Vindhyachal

Dear Sirs,

We have read the contents of the Fraud Prevention Policy of NTPC displayed on its tender website <http://www.ntpctender.com> and undertake that we along with our associate/collaborator/subcontractors/sub-vendors/consultants/service providers shall strictly abide by the provisions of the Fraud Prevention Policy of NTPC.

Yours faithfully,

Date:
Place:

Name:
Designation:

ELECTRONIC FUND TRANSFER FORM

Bidders Name and Address:

To,
AGM, Contract Services,
SSC NR Vindhyachal

Dear Sirs,

We, hereby authorize the Owner to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

(TO BE FILLED IN CAPITAL LETTERS)

NAME OF THE BENEFICIARY

[illegible]

ADDRESS

[illegible]

PIN CODE

TELEPHONE NO. (WITH STD CODE)

[illegible]

BANK PARTICULARS

A) BANK NAME

[illegible]

B) BANK TELEPHONE NO. (WITH STD CODE)

[illegible]

C) BRANCH ADDRESS

[illegible]

PIN CODE

D) BANK FAX NO (WITH STD CODE)

[illegible]

E) BRANCH CODE

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ATTACHMENT-5

Page 2 of 2

F) 9 DIGIT MICR CODE OF THE BANK BRANCH (ENCLOSE COPY OF A CANCELLED CHEQUE)

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G) IFSC CODE OF THE BANK BRANCH

[illegible]

H) BANK ACCOUNT NUMBER

--	--	--	--	--	--	--	--	--	--	--	--	--

I) BANK ACCOUNT TYPE (TICK ONE)

S SAVING	C CURRENT	L LOAN	C CASH CREDIT	O OTHERS
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IF OTHERS, SPECIFY

--	--	--	--	--	--	--	--	--

PERMANENT ACCOUNT NUMBER (PAN)

--	--	--	--	--	--	--	--	--	--

6. E-MAIL ADDRESS FOR INTIMATION REGARDING RELEASE OF PAYMENTS

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Owner responsible

SIGNATURE

DATE

--	--	--	--	--	--

(AUTHORISED SIGNATORY)

Name:

OFFICIAL STAMP

BANK CERTIFICATION:

It is certified that above mentioned beneficiary holds a bank account no..... with our branch and the Bank particulars mentioned above are correct.

SIGNATURE

DATE

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(AUTHORISED SIGNATORY)

Authorization no.:

Name:

(OFFICIAL STAMP)

Standard Safety Clauses

I. GENERAL

1. The contractors shall comply the provisions of Factories Act 1948, any other statutory provisions applicable to them to ensure occupational health and safety, NTPC Electrical & Mechanical Safety Rules and any other rules made by NTPC relating to Operation & Maintenance of Plants. The contractor shall make arrangements at all his work places for ensuring safety and absence of risks to health of the workers.
2. The contractor shall ensure that the equipments/electrical installation system/facilities are provided and maintained by him as required under various statutes. He shall also ensure testing/examination of the equipments wherever required, in accordance with the provisions of the Factories Act or any other prescribed statutes. The record of such inspection/testing and examination shall be kept at the site and shown to NTPC Engineer In-charge/Safety In-charge on demand.
3. The contractor shall ensure that all floors steps, stairs, passages and gangways are to be properly maintained and shall be kept free from obstructions and substances likely to cause persons to slip and fall.
4. The contractor shall not remove any part of equipments (like guards etc.) or gangways (like fencing, base etc.) or other systems without the permission of the Engineer In-charge. Wherever any guards/other parts of the system are removed for repair, it will be provided back to its place, before any operation or use of the equipment. The CONTRACTOR shall not hand-over/allow operating these equipments till the guards are provided at its place.
5. In case, any opening in gangway/access etc. is caused due to removing any part of base for lifting of material or otherwise, either the opening shall be suitably fenced or suitably covered to prevent fall of any person in such openings in consultation with Engineer In-charge. Temporary fencing shall also be provided whenever required along with appropriate caution boards, lighting etc.
6. The employees employed by the CONTRACTOR should be skilled/competent in accordance with the job requirement to the satisfaction of Engineer-in-Charge. Engineer-in-Charge shall have a right to remove any employee of the contractor, whom he feels to be incompetent. The contractor shall employ sufficient number of supervisors to ensure supervision at all places of his work at all the times.
7. No person should be allowed to carry, lift or move any load so heavy which may likely to cause him injury as prescribed under concerned state factories rules.

II. WORKING AT HEIGHTS

1. All working platforms, ways and other places of O&M work area shall be free from accumulations of any material causing obstructions and tripping.
2. Wherever workers are exposed to the hazard of falling into water, the contractor shall provide adequate equipment for saving the employees from drowning and rescuing from such hazards. The contractor shall provide boat or launch equipped with sufficient number of lifebuoys, life jackets etc. manned with trained personnel at the site of such work.
3. Every opening at elevation from ground level through which a worker, material, equipment etc. may fall at O&M work area shall be covered and/or guarded suitably by the contractor to prevent such falls.

4. Wherever the workers are exposed to the hazards of falling from height, the contractor shall provide full harness safety belts fitted with fall arresting systems to all the employees working at higher elevations and life line of 8mm diameter wire rope with turn buckles for anchoring the safety belts while working or moving at higher elevations. Safety nets shall also be provided for saving them from fall from heights and such equipments should be in accordance with BIS Standards.
5. Wherever there is a possibility of falling of any material, equipment or workers while working at heights, a suitable and adequate safety net should be provided . The safety net should be in accordance with BIS Standards.
6. The contractor shall provide proper access like ladders etc., where the workers are required to reach higher elevations and ensure the workers use them as an access for higher elevations where a permanent access is not available. The workers shall be provided with safety belts fitted with suitable fall arresting system (Fall arrestors)for climbing/getting down through ladders to prevent fall from height.

III. OPENINGS:

The contractor shall ensure that vessel, sump, tank, pit or opening in ground or in a floor which by reason of its depth, situation, construction or contains or may be a source of danger at his workplace shall be either securely covered or fenced and necessary measures for protection against falling materials/objects or workers from such platform are taken by providing suitable safety nets, safety belts or other similar means.

IV. FENCING OF MACHINERY:

The contractor shall not allow any worker to examine any part of the machinery or to carry out the lubrication or other adjusting operation while the machinery is in motion. The workers working near the machinery in motion shall be provided with tight fitting clothes as required under State Factories Rules.

V. SCAFFOLDINGS AND WORK PLATFORMS:

The contractor shall take all precautions to prevent any accidental collapse of scaffolding or working platforms or fall of persons from scaffolding or working platforms. The CONTRACTOR shall ensure that scaffolding erection and repairs are done under the expert supervising. The scaffolding shall meet the required strength and other requirement for the purpose for which the scaffolding work platform is erected. The material used for scaffold/work platform should conform to the BIS Standards.

VI. CONFINED SPACE :

1. No person should be allowed to enter any chamber, tank, wet, pit, pipe, flue or other confined space at his work area in which any gas, fume, vapour or dust is likely to be present to such an extent as to involve risk to persons unless it is provided with a manhole of the required size or other effective means of egress. The contractor shall take practicable measures to remove any gas, fume, vapour or dust to bring it its limit within the permissible limits and to prevent any risk to the workers.
2. No portable electric light or any other electrical appliances of voltage exceeding 24Volts shall be permitted for use inside any chamber/tank wet, pit, pipe, flue or other confined space unless adequate safety devices are provided where the inflammable gases, fumes or dust is likely to be present.

VII. HANDLING OF HAZARDOUS CHEMICALS & HAZARDOUS WASTE:

1. The contractor shall provide suitable personal protective equipments to the workers who are handling the hazardous and corrosive substances including alkalis and acids.
2. As a precautionary measure the contractor should keep the bottles filled with distilled water in cupboard/boxes near work place for emergency eye wash by worker exposed to such hazardous chemicals.

VIII. RIGHT TO STOP WORK:

1. The Engineer-in-Charge shall have the right at his sole discretion to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and endanger the safety of the persons and/or property, and/or equipments. In such cases, the contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove shortcomings promptly.
2. The contractor shall not be entitled for any damages/compensation for stoppage of work, due to safety reasons and the period of such stoppage of work shall not be taken as an extension of time for Completion of the Facilities and will not be the ground for waiver of levy of liquidated damages.

IX. OVERHEAD PROTECTION:

1. The contractor shall ensure that any area exposed to risk of falling materials, articles or objects is roped off or cordoned off or otherwise suitably guarded from inadvertent entry of any person.
2. Wherever there is a possibility of falling of any material equipment or construction workers while working at heights, a suitable and adequate safety net should be provided. The safety net should be in accordance with BIS Standards.

X. EYE PROTECTION:

The contractor shall provide suitable personal protective equipment to his workmen depending upon the nature of hazards and ensure their usage by the workers engaged in operations like welding, cutting, chipping, grinding or similar operations which may cause injuries to his eyes.

XI. ELECTRICAL HAZARDS:

1. The contractor should ensure that all electrical installations/equipments used in O&M work area comply with the requirements of latest electricity acts/rules.
2. The contractor shall take all adequate measures to prevent any worker from coming into physical contact with any electrical equipment or apparatus, machines or live electrical circuits which may cause electrical hazards during the construction work. The CONTRACTOR shall provide the sufficient ELCBs/RCCBs for all the portable equipments, electrical switchboards, distributions panels etc. to prevent electrical shocks to the workers.
3. The contractor should ensure use of single/double insulated/plastic body hand tools or low voltage i.e. 110 Volts hand tools.
4. Wherever NTPC electrical & Mechanical Safety Rules prescribe, the CONTRACTOR shall not undertake any work till the permit is obtained for the specific work in accordance with NTPC rules.

XII. LIFTING TOOLS & TACKLES:

The contractor shall use the lifting appliances, tools & tackles including cranes etc. lifting gear including fixed or movable and any plant or gear, hoists, pressure plant and equipment etc. are in good condition and examined by competent person and certified as per statutory requirements.

XIII. MEDICAL EXAMINATION:

1. The contractor shall get the medical examination conducted of all his employees including his sub-contractor employees working in hazardous areas once before the employment and thereafter once in every year by a qualified medical practitioner as per the Factories Act, 1948 and concerned State Factories Rules. The necessary registers and records relating to the medical examination of all the employees should be maintained and shown to NTPC Engineer in-Charge/Safety-in-Charge on demand.

2. If the contractor fails to get the medical examination conducted as mentioned above, NTPC will have the right to get the same conducted by NTPC Medical Officer with intimation to the CONTRACTOR and deduct the cost and overhead charges.

XIV. SAFETY ORGANISATION:

The major O&M contractors who are deploying number of agencies under his control should appoint at least one qualified safety officer. The other terms with respect to appointment of number of safety officers, qualifications, experience, duties and responsibilities etc. shall be in accordance to the concerned State Factories rules. The other contractors site Incharge who is directly supervising the job should undergo minimum two days safety training at any reputed institute or at NTPC training centre before start of work and obtain the certificate. A copy of the certificate has to submit to Engineer-in-Charge of NTPC.

XV. REPORTING OF ACCIDENTS:

1. In case of any injury, the contractor shall send the injured person to NTPC Plant Hospital/Dispensary/First Aid Centre, where the injured shall be given the first aid treatment and the quantum of permanent disablement/temporary disablement shall be assessed to ensure payment for compensation to be paid, by the contractor to the victim.
2. In case the subsequent treatment is given in other than NTPC Hospitals, the contractor shall submit full information about the treatment of injured persons including his address etc. till the injured persons is certified fit by any Govt./NTPC Doctor. He shall submit such record to NTPC Safety Deptt. within 15 days of certified fit by Doctor as above.
3. The contractor shall report immediately about the serious injury/ fatality in his work area to the local police station, District Magistrate, Safety Officer-in-Charge and Engineer-in-Charge. Within 2 hours of occurrence he shall submit full details of accident in writing to Safety Officer-in-Charge and Engineer-in-Charge on the prescribed format. In case of near miss accidents/minor injury, he shall report the same to Safety Officer In charge and Engineer Incharge immediately after referring the injured to NTPC Plant Hospital/Dispensary/First Aid Centre.
4. Whenever asked by NTPC, the contractor shall send his employees to depose in any enquiry arising out of any injury/fatality/loss etc. without any reservation.

XVI. PERSONNEL PROTECTIVE EQUIPMENTS:

1. The contractor shall provide safety helmets to all his employees including contractor labour of his sub contractor to prevent a danger of falling object. Whenever any worker is engaged on a work at a place from which he is liable to fall more than two meters shall be provided with Safety belt equipped with lifelines, which are secured to a fixed structure. A competent person to ensure that no belt or lifeline that is not in good condition is used shall examine all safety belts and lifelines at frequent interval.
2. Where the workers are exposed more than to the noise levels specified in the concerned State Factories Rules be provided with suitable ear plugs/ear muffs so as to reduce the exposure below high noise level.
3. Personal Protective Equipments as prescribed in the Factories Act and /or State Factories Rules, the CONTRACTOR shall provide to the workers. In case the Factories Act/State Factories Rules do not specify the personal protective equipments for the concerned work, the personal protective equipments prescribed by NTPC Engineer-in-Charge shall be provided by the CONTRACTOR. The quality of the personal protective equipments shall be as prescribed in concerning Indian Standards. In case, the Indian standards do not exist for particular personal protective equipment, the approval of quality shall be obtained from Engineer-in-Charge/Head of Safety. It will be the responsibility of CONTRACTOR to ensure that all his employees use these equipments without fail.
4. In case NTPC officials find that the employees of contractors working in NTPC without use of appropriate safety equipments(personal protective equipments) NTPC shall have a right to issue the equipment to the workers with intimation to the contractor and deduct the cost and overhead charges as mentioned in the terms of the contract.

5. NTPC may provide special personnel protective equipments, like fall arrestors, safety nets etc. on chargeable/non chargeable basis, subject to availability to the petty contractors on his request to Engineer-in-Charge in advance indicating total no. of items quantity and type of equipments required provided this condition is specifically included in the contract conditions.

XVII. TRAINING:

1. The contractor shall arrange to provide safety training to all his employees. Whenever asked by NTPC also, the contractor shall send his employees for safety training and for such day the contractor shall pay the employee average daily salary.
2. The contractor shall provide training on use of fire extinguishers and first aid to all his employees and records thereof shall be submitted to Engineer-in-Charge and head of Safety of NTPC. The training may be provided independently or may be nominated to the programmes being organized by NTPC from time to time.

XVIII. PENALTIES:

1. If the contractor fails in providing safer working environment as prescribed in General Conditions of Contract relating to safety and health or continue the work even after being instructed to stop the work by Engineer-in-Charge, the contractor shall be penalise @ Rs.5000/-per day or part thereof till the instructions are complied with and so certified by the Engineer-in-Charge. However, in case of accident causing major injury or fatal, the provisions contained below shall also apply in addition to the penalties mentioned in this clause.
2. If the contractor does not take all safety precautions and/or fails to comply with the Safety rules as prescribed by the Employer or under the applicable law for the safety of the plant and equipment and for the safety of personnel and the contractor does not prevent hazardous conditions which cause injury to his own employees or employees of other contractors, or the Employer's employees or any other person who are at the site or adjacent thereto, the contractor shall be responsible for payment of penalty to NTPC as per the following schedule:-

a)	For fatal accident/injury causing death	Penalty @ 10% of the contract value or Rs.5.0 lacs whichever is less for each fatal accident/injury causing death
b)	Major injury or accident causing 25% or more permanent disablement to workmen	Penalty @ 2.5% of contract value or Rs.1.00 lac whichever is less for each disablement injury.

3. Permanent disablement shall have the same meaning is indicated in Workmen's Compensation Act 1923. The penalty mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the workmen's compensation act and rules framed there under or any other applicable laws as applicable from time to time.
4. IF any contractor worker found working without using the safety equipment like safety helmet, safety shoes, safety belts etc. or without anchoring the safety belts, while working at height the Engineer-in-Charge/Safety Officer of NTPC shall have the right to penalise the contractor for Rs.200/-per person per day and such worker shall be sent out of the workplace immediately and shall not be allowed to work on that day. Engineer-in-Charge/Safety officer of NTPC will also issue a notice in this regard to the contractor.