

Doc. No. TCE-5750A-H-
500-001

TATA CONSULTING ENGINEERS LIMITED

Section 2
Volume - I

GENERAL CONDITIONS OF CONTRACT

SHEET 32 OF 135

3.10 Performance Guarantee Testing

- 3.10.1 Contractor shall perform and re-perform if required, the Performance Tests in accordance with the Contract, in order to demonstrate achievement of the Performance Guarantees for the Unit as set forth in the Contract as per Specifications and guaranteed by Contractor in Section F of Volume - II. If the Unit does not meet the Performance Guarantees, the Contractor shall at no extra cost to Owner redesign, modify, remedy repair or replace the Unit or any part or section thereof including any component, equipment or system with one which meets the requirements and again demonstrate achievement of the Performance Guarantees for the Unit as set forth in the Contract.

3.11 Construction Facilities, Construction Power, Construction Water Facilities, Sanitary Facilities, Telecommunication Facilities, Mail Service, Catering, Start-up Spares and Consumables

- 3.11.1 During the Contract Period, the Contractor shall arrange and pay for construction fuel like Diesel, Lubricants etc., necessary for the performance of the Work. However, Plant start-up power, Coal and fuel for Commissioning, start-up, Initial Operation, Reliability Operation, Performance Tests and other Tests before Take-Over of the Unit, will be arranged by the Owner. Contractor shall arrange and pay for lubricants, chemicals, and other consumables in sufficient quantities. Contractor shall arrange for proper disposal of the sewage and Sub-contractor generated wastes to enable Contractor and each Sub-Contractor to perform the Work until takeover of the Unit.

- 3.11.2 While carrying out the Commissioning & Performance Guarantee Tests, if the Contractor consumes power, coal and fuel in excess of the quantity projected in Schedule F 23 in Volume - II charges for power coal and fuel consumed in excess shall be recovered from the Contractor by the cost arrived by the Owner

3.12 Construction Power Supplies

- 3.12.1 The Contractor shall submit to the Owner within 30 days from the date of issue of the Letter of Intent his electrical power requirement at site to allow the planning of temporary electrical distribution by the Owner. The power shall be supplied from existing 33/11 kV substation. The Contractor shall make his own arrangements for drawal of power from the substation and further distribution. He shall be responsible for the maintenance of his distribution system. The bidder acknowledges that Electricity sourced may be subject to disturbances and its interruption on non-availability for any reason shall not constitute a condition for claim of extra time or cost on the part of Bidder. The Bidder shall make adequate provision for D.G.sets as a standby power for all the activities/process which requires uninterrupted power.

ISSUE
R0

3 No 4.

Doc. No. TCE-5750A-H-500-001	TATA CONSULTING ENGINEERS LIMITED	Section 2 Volume - I
	GENERAL CONDITIONS OF CONTRACT	SHEET 33 OF 135
3.12.2	While the owner will make reasonable efforts to ensure continuous electric power supply, interruptions cannot be ruled out and no claim from the Contractor shall be entertained on this account such as idle labour, extension of time, etc. The Contractor shall adjust his working shift accordingly and deploy additional manpower, if necessary, so as to achieve the targets. The Owner shall cater to the load demand of the Contractor in stages depending upon the requirement of work as assessed by him. <u>Construction power shall be supplied at 33 kV at one point near the plant boundary on free of cost basis. For all other purposes, i.e. office, quarters etc. the electricity charges as per standard rates shall be payable by the Contractor.</u>	
3.13	Construction and Drinking Water Facilities Water shall be made available on free of charge basis for construction purposes at an <u>agreed single point at the existing power plant by the Owner.</u> Contractor shall arrange for further drawal & distribution at his cost.	
3.14	Sanitary Facilities	
3.14.1	Adequate sanitary facilities inside the Plant boundary for the use of persons employed by the Contractor at the construction Site shall be provided and maintained by the Contractor to the extent and in such manner and at such places as shall be acceptable to the Owner. Separate Toilet facilities for both gents and ladies shall be provided.	
3.14.2	Contractor shall make all temporary arrangements for the treatment and discharge of sewage and drainage from or in connection with the construction and Work Site and shall maintain the same to the satisfaction of the Owner/ Project Manager as long as they may be required. All sanitary waste shall be treated in accordance with the Applicable law including applicable local regulations.	
3.14.3	In this regard, Contractor shall prohibit the committing of nuisance on the site or upon the land of the Owner or of adjacent land owners and any employee of Contractors or his Sub-contractors found violating this provision shall be liable to immediate dismissal.	
3.15	Mail Service A central mailing office shall be established and manned by the Contractor on the Site in a manner that makes it effective and traceable in terms of movement of business mails.	
3.16	Catering	
3.16.1	The Contractor shall arrange for catering services for all on-Site construction and management personnel. Costs of catering services towards Owner / Owner's Representative's Site staff would be borne by Owner / Owner's Representative if services are availed.	
3.17	Personnel Training	
3.17.1	Prior to Commissioning, start-up and testing operations and commencing Initial Operation, the Contractor shall train Owner's and its designated personnel of a minimum of 60 (sixty) people in the operation, maintenance and repair of the EPC Package, including classroom, on-the-job and safety training. (at site)	
		ISSUE R0

Ⓢ for 6 months