ADDITIONAL CONDITIONS OF CONTRACT (ACC) (REVISED)

1.0 The following Additional Conditions of Contract shall be read in conjunction with General Conditions of Contract (GCC) of EPI and other conditions of the tender documents. If there are any provisions in the Additional Conditions of Contract, which are at variance with the provisions of GCC and other conditions of the tender documents, the provisions in these Additional Conditions of Contract shall take precedence.

2.0 Engineering Projects (India) Limited has secured the work for Construction of Township at Khilpara, Udaipur, Tripura for 2X363.3 MW Gas Based Combined Cycle Power Plant. The tender shall include (but not limited to) providing labour, tools and plants, machineries, transport and all other components including all materials (except those which are specifically excluded from scope/present tender as spelt out elsewhere in the tender documents) required for completion of piling work in the buildings as mentioned in the NIT.

3.0 The site is located in Khilpara village in Gomati District on Udaipur-Kakraban Road. Udaipur, district headquarter, and one of the largest town of Tripura, is about 6 (six) kilometres from site and Palatana Power Plant is nearly 3 kms from the site, Nearest Airport is at Agartala which is about 60 kms from site.

4.0 The word “contractor” appearing anywhere in the GCC and the other tender documents shall mean the ‘sub-contractor’ i.e. the successful tenderer on whom the work under the present tender is awarded by EPI.

5.0 Clause no 3.0 of GCC shall stand amended as below:

The items of work given in the tender documents are for general guidance of the intending tenderers and the works shall be carried out by the successful
tenderer i.e. the sub-contractor on item rate basis in conformity with the detailed drawing, scope of work, technical specifications, special conditions of the tender documents (including any addition/modification/alteration/deletion made from time to time therein found essential for completion of works). The sub-contractor shall be deemed to have satisfied himself before tendering as to the sufficiency and correctness of his tender for the works and of the rates and prices quoted in the brief specifications, drawings, scope of work and payment (billing) schedule, which rates and prices shall, except as otherwise provided, cover all obligations under the contract and all matters and things found necessary for proper completion and maintenance of the works. It shall be the responsibility of the sub-contractor to incorporate the changes that may be different from the scope of work envisaged at the time of tendering and as actually required to be executed. The sub-contractor has quoted his rates after clearly studying the scope of work given in Tender Documents availed by him by downloading from the website or made available to him at the office of Engineering Projects (India) Limited, Guwahati at the tendering stage itself and getting fully satisfied with the various items and technical intricacies involved in the work under his scope of work as envisaged in the tender. EPI shall not entertain any claim of the contractor on account of error or omission by him in this respect except what is admitted by the client.

6.0 No mobilisation advance shall be paid and hence clause no. 8 shall stand deleted.

7.0 **Safety Code:**

-General

Contractor shall adhere of safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Owner's safety rules as set forth herein. Prior to start of construction, Contractor will be furnished of Owner's —Safety Code for information and guidance, if it has been prepared.

First Aid and Industrial Injuries

(1) Contractor shall maintain first aid facilities for his employee and those of his sub contractors.
(2) Contractor shall make outside agreements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to the Owner prior to start of construction and their telephone numbers shall be prominently posted in Contractor's field office.

(3) All critical industrial injuries shall be reported promptly to the Owner, and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

General Rules
Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

Contractors Barricades
(1) Contractor shall erect and maintain barricades required in connection with his Operation to guard or protect.
   (a) Excavations.
   (b) Hoisting areas.
   (c) Areas adjudged hazardous Contractor's or Owner's inspectors.
   (d) Owner's existing property subject to damage by Contractor's operations.
   (e) Rail road unloading spots.
(2) Contractors employee and these of his sub contractors shall become acquainted with owner’s barricading practices and shall respect the provisions thereof.
(3) Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

Scaffolding
(i) Suitable scaffolding should be provide for workmen for all works that safety be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical ).
(ii) Scaffolding or staging than 4 meters above the ground or floor, swing suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise rewarded at least 3 ft. High above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.

(iii) Every opening the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 metre.

(iv) Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform of the gangway or the stairway is more than 4 metres above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (ii) above.

(v) Safe means of access shall be provided to all working platforms and other working places, every ladder should be securely fixed. No portable single ladder shall be over 9 metres in length while the width between side rails in rung ladder shall in no case be less than 30cms for ladder up to and including 3metres in length. For longer ladder this width should be increased at least 5 mm for each additional foot of length. Uniform steps spacing shall not exceed 30.cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site of work shall be so stacked or placed to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and light to protect the workers and staff from accidents, and shall be bound to bear the expenses of defence of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and pay any damages and costs which may be awarded in any such suit or action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.
Excavation and Trenching
All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 metres length or fraction thereof.
Ladder shall be extended from bottom of the trench to at least 1 metre above the surface of the ground. The sides of the trenches which are 1.5 metres in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

Demolition
(i) Before any demolition work is commenced and also during the progress of the work.
(a) All road and open areas adjacent to the work site shall either be closed or suitably protected.
(b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
(c) All practical shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so over-loaded with debris or materials as to render it unsafe.

(ii) All necessary personal safety equipment as considered adequate by the Engineer-in-charge, should be kept available for the use of the persons employed on the site and maintained in condition suitable for immediate use, and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.
(a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
(b) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.
(c) Those engaged in welding and cutting works shall be provided with protective
(d) Stone breakers shall be provided with protective goggles and protective clothing, and seated sufficiently safe intervals.

(e) When workers are employed in sewers and manholes, which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to gate in to the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.

(f) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken,

1. No paint containing lead or lead product shall be used except in the form of paste or ready-made paint.

2. Suitable face masks should be supplied for use by the workers when paints are applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

3. Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of.

(iii) When the work is done near any place where there is a risk of drowning, all necessary safety equipment should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.

(iv) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:-

(a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.

(b) Every rope used in hoisting or lowering materials or as means of suspension
shall be of durable quality and adequate strength and free from patent defects.
c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 12 years should be in charge of any hoisting machine
including any scaffolding, which or give signals to the operator.
(d) In case of every hoisting machine and of every chain ring hook, shackle, swivel, and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gears referred to above shall be plainly marked with the safe working load of the conditions under which it is applicable which shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
(e) In case of departmental machine, the safe working load shall be notified by the Engineer-in-charge. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the Engineer-in-charge whenever he brings any machinery to site of work and get it verified by the Engineers concerned.
(v) Motors, gearing transmission, electric wiring and other dangerous part of hoisting appliances should be provided with such means as to reduce to the minimum the accidental descent of the load, adequate precautions should be taken to reduce to the minimum the risk of any part or any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves, and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
(vi) All Scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
(vii) These safety provisions should be brought to the notice of all concerned by the displaying on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the
Contractor.  
(viii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Welfare Officer, Engineer-in-Charge or safety Engineer of the administration or their representatives.  
(ix) Notwithstanding the above clauses there is nothing in these to exempt the contractor from the operations of any other Act or rules in force in the Republic of India.  
The works throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpaths at the site or in the vicinity thereto or any exiting works whether the property of the Administration or of a third party.  
In addition to the above, the Contractor shall abide by the safety code provision as per C.P.W.D. Safety Code and Indian standard Safety Code framed from time to time.  
Notwithstanding above Clause No.40 (Annexure C) titled “Safety” of the “Owner” shall be binding on the sub-contractor. Similarly, the Clause Nos. 24,33,34,35,36,37,38,39,41,42 of OTPC (Annexures D,E,F,G,H,I,J,K,L,M respectively) shall be binding on the sub contractor.  
The contractor shall submit all the papers/raise invoice to EPI in the format acceptable to the statutory authorities for availing of TVAT credit by EPI for the works corresponding to the contractors portion of works.  

8.0 The clause no. 10.0 of GCC shall stand amended as below:  
An amount @5% (Five percent) of the gross value of the running bill shall be deducted from each running bill by way of retention money. In case the EMD has been deposited by the sub-contractor in the form of demand draft, the said amount of EMD shall be adjusted first towards the retention money and further recovery of retention money shall commence when the up to date amount of retention money exceeds the amount of EMD deposited in the form of demand draft. The retention money shall become refundable to the sub-contractor at the end of the defects liability period free of any interest provided always that the sub-contractor has
rectified all the defects arising during the defect liability period pertaining to his scope of work, EPI did not have to incur any expenditure in setting right the defects, if any, pertaining to the sub-contractor’s scope of work, the sub-contractor has demolished and removed all structures including foundations and withdrawn fully from the worksite and EPI has received the clearance certificate from the concerned Labour Enforcement Officer/RLC pertaining to the labour etc deployed by him at the worksite or there is nothing on record against him in the local market affecting functions of EPI. In case EPI has been required to make any expenditure on any of these accounts EPI will keep the retention money till the time all these matters are settled in full including recovery of the expenses, if any, made by EPI from the retention money. Further the sub-contractor has to furnish a ‘No Claim’ certificate to EPI in confirmation of his having no claim on getting refunded the retention money to EPI at the time of claiming refund of retention money.

9.0 The following shall stand added to clause no. 11.0 of GCC:
Following materials of ‘approved make’ shall be provided by EPI on ‘free issue’ basis (for incorporation in the permanent works) only to the sub-contractor:
- reinforcement steel
- cement

However, the sub-contractor shall at all times remain bound to give his requirement of above materials to EPI well in advance (not less than 30 days before the date he intends to bring them into use with a tentative schedule of consumption of the materials) to enable to arrange these materials. The sub-contractor may associate him or a person duly authorised by him on his behalf with EPI in procurement of the materials. The sub-contractor shall also remain bound to construct and maintain proper storage arrangement for safe and proper custody of these materials including their unloading and local handling, keeping watch and ward and proper inventory of such materials. The sub-contractor shall also carry out one or more coats of cement wash on the reinforcement steel as decided by the EIC at his cost.
The coarse and fine aggregates shall conform to the grading as per technical specifications of the Owner.
The sub-contractor shall make the required arrangements for safe custody of the material to be issued by EPI as well as those brought by him at site at his cost and remain bound to follow the CPWD specifications for storage of reinforcement steel and cement at site.

He shall at all times allow free access to EPI personnel for physical verification of the materials. The sub-contractor shall have to furnish an indemnity bond on hundred rupees non-judicial stamp paper, as per approved proforma of EPI and duly notarised, for the total value of the materials in his custody failing which no payment shall be released to him. In case the sub-contractor is a proprietary concern, such indemnity bond will be signed by the sub-contractor himself. In case of a partnership firm the person holding the power of attorney issued by any of the partners authorised to do so and in case of a company the person holding the power of attorney issued by the competent authority of the said company shall furnish the indemnity bond duly signed by him. In all the cases the power of attorney shall be duly notarised.

In case of quantity consumed beyond the theoretical consumption the rate of recovery shall be at double the landed cost towards providing the materials by EPI. The sub-contractor shall have no claim, whatsoever, in case there is delay in supply of the materials by EPI and it shall be the responsibility of the sub-contractor to give his requirement of the materials to EPI well in advance. For this the sub-contractor shall make close co-ordination with EPI officials till material is received at site. Consumption of materials shall be calculated as per the provision of agreement/CPWD norms/relevant specifications and the sub-contractor shall be responsible for any additional or less consumption of materials. In case material is consumed less than that calculated as per the agreement/CPWD norms/relevant specification the sub-contractor shall identify the portion of work/whole work where material consumed is less than that specified above and dismantle such work and redo the same at his own cost. EPI shall neither entertain any claim of the sub-contractor nor bear any expenses on account of lapse of the sub-contractor.
In case the sub-contractor fails to identify the work where material has been consumed less than that specified in the agreement/CPWD norms/relevant specification EPI shall have the liberty to take decision to identify the portion of work / whole work and it shall be the binding on the sub-contractor to dismantle and redo the work as identified by EPI. Should the sub-contractor fail to take action in this regard EPI shall be at liberty to take the actions to dismantle such work and redo the same at the risk and cost of the sub-contractor.

Water: The contractor shall arrange water fit for the purpose of drinking and construction at their own cost. (Boring is permitted at site)  
Power: Owner will supply power at a point within the premises, from where the contractor will make his/their own arrangement for distribution. All the works of the contractor shall be done as per Indian Electricity Act and Rules framed there under and approved by the Engineer-in-Charge. The temporary lines will be removed forthwith after the completion of the work or if there is any hindrance caused to the other work due to the alignment of these lines, the contractor will re-route or remove the temporary lines at his own cost. The contractor at his own cost will also provide suitable electric meters, fuses, switches etc. These shall be in the custody and control of the Owner. The cost of power supply shall be payable to the Owner every month at the prevailing rates from time to time or will be deducted from the running account bills.

Owner, however, does not guarantee uninterrupted power supply and this does not relieve the contractor of his responsibility for the timely completion of various works as stipulated, nor any compensation shall be paid to the contractor for any failure or short supplies of Power. The contractor shall therefore make their own arrangement for standby power supply at his own cost.

10.0 Work in monsoon and dewatering
The completion of the work may entail working in monsoon also. The Contractor must maintain minimum labour force as may be required for the job and plan and
execute the construction and erection according to the prescribed schedule. No extra rate will be considered such work in monsoon. During monsoon and other period, it shall be the responsibility of the Contractor to keep the construction work site free from water at his own cost.

11.0 Work on Sundays and holidays
For carrying our work on Sundays and holidays, the Contractor will approach the Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing.

12.0 General conditions for construction and erection mark
The working time at the time of work is 48 hours per week. Over timework is permitted in cases of need and the Owner will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the sub-contractor should take this aspect in to consideration for formulating his rates for quotation. No extra claims will be entertained by the EPI on this account.

The sub-contractor must arrange for the placement of workers in such a way that delayed completion of the work or any part thereof for any reason whatsoever will not effect their proper employment. EPI will not entertain any claim for idle time payment whatsoever.

13.0 Setting out works
The Engineer-in-Charge shall furnish the Contractor with only the four corners of the work site and a level bench mark and the Contractor shall set out the works and shall provide and efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

The Contractor shall/provide, fix and be responsible for the maintenance of all stakes, templates, level marks, profiles and other similar things and shall take necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or disturbance should the same
take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, distance marks and centre line marks, either existing or supplied and fixed by the Contractor. The work shall be set out to the satisfaction of the Owner. The approval thereof or joining with the Contractor by the Owner in setting out the work, shall not relieve the Contractor or any of his responsibilities.

Before beginning the works, the Contractor shall at his own cost, provide all necessary reference and level posts, pegs, bamboo, flags, ranging rods, strings and other materials for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Owner. The Centre, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable a theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge in writing but such approval shall not relieve the Contractor of any of his responsibility. The Contractor shall also provide all labour, material and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor.

On completion of works, the Contractor must submit the geodetic documents according to which the work was carried out.

14.0 Responsibility for level and alignment

The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the Contractor, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

It is highly possible that there shall be more than one agency working at the same time at the site. The sub-contractor shall at all times remain bound to co-ordinate with the agencies, deployed by EPI for the above works, including providing free
access and making required provisions for them in execution of works pertaining to their portion of works. He shall also remain bound to ensure uninterrupted progress of work by these agencies in a peaceful and smooth manner. He shall also remain bound to make the required changes/additions/alterations in the works done by him to accommodate the items under the scope of work of such other agencies deployed by EPI or the client. The sub-contractor is deemed to have made the estimated allowances in this respect while quoting his rates at the tendering stage.

The list of minimum tools, plant and machinery to be provided by the sub-contractor within the period mentioned against the respective item is given at Annexure-A.

15.0 The following shall stand added to the clause no 13 and 14 of GCC:
The amount paid by EPI or recoveries effected from EPI’s bills on account of taxes and duties including labour cess and royalty by client proportionate to the sub-contractor’s portion of works shall be recovered from the amount due to him by way of reduction in payable amount and in such cases no certificate in this regard shall be issued by EPI.

16.0 The clause nos. 17.0, 18.0 & 19.0 of GCC of EPI shall stand amended as under:
Insurance charges for insurances to be taken by EPI for the project like Contractor’s All Risk Policy, Erection All Risk Policy including transit and third party liability shall be borne by the sub-contractor in proportion to his contract price. However, the sub-contractor shall take insurance cover at its own cost towards Workman Compensation Act for its own workers and employees engaged by it for the works under the present tender/sub-contract within 10 days of issuance of Letter of Intent by EPI and shall furnish documentary proof of the same to EPI. In case the sub-contractor fails to do so, EPI shall be at liberty to withhold all payments to the sub-contractor till the submission of such documentary evidence or take the required insurance policy under the Workman Compensation Act and recover the cost of the insurance premium(s) paid in this
respect by EPI to the insurance company from the sub-contractor’s bill(s). Notwithstanding payment of such insurance premiums and the resulting recovery thereto the sub-contractor shall remain bound to assist EPI in follow up with the insurance company in case of any claim related to the sub-contractor’s scope of work. EPI is not liable to pay any claim of the sub-contractor if it is not paid by insurance company due to any reasons whatsoever. The insurance company providing such insurance cover must be approved by IRDAI.

Employee State Insurance Act
The Contractor agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees State Insurance Act, 1984, and the Contractor further agrees to defend, indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted, violation by Contractor or sub-Contractor of the Employees State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the Owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The Owner shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

17.0 The following shall stand added to the clause no 20 of GCC:
The sub-contractor shall keep EPI indemnified against all claims, damages, compensation and expenses payable, if any, in consequence of any accident, or injury sustained by any workman or any other person employed by the sub-contractor.

18.0 The following shall stand added to Clause no 21.0 and 23.0 including their sub-clauses of the GCC:
The sub-contractor shall inter-alia comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act 1948, Employee Liability Act, 1938, Industrial Act, 1947, Maternity Benefits Act, 1961, Employees Provident Fund & Miscellaneous Provisions, Act 1952, Contract labour (Regulation and Abolition) Act 1970 and Contract Labour Act (R & A) Central Rules 1971, Building and other Construction Works (Regulation of Employment and Conditions of Service) Act 1996 and Building and Other Construction Workers’ Welfare Cess Act 1996, Inter-state Migrant Act 1979 including all amendments or modifications from time to time. He shall also extend all assistance to EPI during inspection of the officials of such law enforcing agencies including the rectification of defects/ observations (if any) made/pointed out during the visit(s) of the officials.

19.0 The following shall stand added to the clause no 27.0 including its sub-clauses of GCC of EPI

The sub-contractor, within 10 days of issuance of LOI (Letter of Intent) to him shall depute at least one graduate civil engineer with 10 years of post-qualification experience or two persons having diploma in civil engineering with 5 years of post-qualification experience.

20.0 The clause no 28.3 of the GCC stands modified as under:

The sub-contractor shall bear the cost of construction or maintenance of the facilities as mentioned under this clause proportionate to his value of the works/sub-contract awarded to him provided, however, that the cost of construction of the office shall not exceed Rs. 40,000/- (Rupees Forty Thousand only) and amount not exceeding Rs. 3,000/- per month till completion of work for maintenance of facilities i.e. stationary, letter head, visiting card, one post pad mobile connection, internet connection Further the sub-contractor has to bear the proportionate cost of the Project sign board (type and format given at Annexure-III).
21.0 The following shall stand added to the clause no 31.0 of the GCC:

The sub-contractor shall take a suitable policy in compliance with the Workmen’s Compensation Act 1923 within 10 days of issuance of LOI and keep it valid till completion of works or till the time he is required to keep his workmen at the worksite whichever is later and produce a copy of the receipts of the premium paid by him in this regards as and when asked by EPI.

22.0 No secured advance shall be paid to the sub-contractor and hence clause no. 35.0 of GCC shall stand deleted.

23.0 The following shall be added to the clause no 36.0 of the GCC:

The measurement of the works as certified/recorded by the client for the portion of works executed by the sub-contractor shall be final and binding on the sub-contractor. The contractor shall remain liable to provide all assistance at the time of recording the measurements by the client.

24.0 Payments: The clause no 37.0 of the GCC stands modified as under:

Payments as and when received by EPI from the Client for the sub-contractor’s portion of work shall be released to him within seven working days of its receipt by EPI and after making the recoveries towards facilities mentioned at clause 16.0 hereinaabove and other recoveries.

The final bill payment to the sub-contractor shall be released only after receipt of corresponding payment from client and when the sub-contractor submits EPF clearance certificate, ESIC , all other clearances, approvals, certificates etc. as per agreement of EPI with the client for the “Works” and as per statutory requirement.
The sub-contractor shall have no claim on EPI in case the payments are delayed by the client due to any reason whatsoever.

25.0 The clause no. 43.2 shall stand amended as below:

The sub-contractor shall execute the works so as to complete the works within the stipulated completion time and submit a programme showing deployment of resources for completion of the works within the said completion time including achievement of the milestones as mentioned below:

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description of Milestone</th>
<th>Time allowed in days/months (from date of start)</th>
<th>Amount to be withheld in case of non-achievement of milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>a)</td>
<td>25% value of works</td>
<td>30% of completion time</td>
<td>In the event of not achieving the necessary progress Rs0.50 lakh will be withheld by EPI</td>
</tr>
<tr>
<td>b)</td>
<td>50% value of works</td>
<td>60% of completion time</td>
<td>-do-</td>
</tr>
<tr>
<td>c)</td>
<td>75% value of works</td>
<td>75% of completion time</td>
<td>-do-</td>
</tr>
</tbody>
</table>

In case the entire work is completed within the completion time (i.e. time for completion of work) including any allowed extension thereto, the recoveries made, if any, for not achieving the aforesaid progress milestones at intermediate stages shall be refunded to the contractor free of any interest.

26.0 The clause no 45.0 of the GCC stands modified as under:
The sub-contractor shall, at his own expense, provide all materials except the items mentioned at sl. no. 9.0 hereinabove as required for completion of the works under the sub-contract. The sub-contractor shall at his own expense and without delay supply to EPI/client samples of all materials including the materials being provided by EPI to him to be used on the works and shall get the same approved
by EPI. All such materials shall be in conformity with the specifications laid down or referred to in the sub-contract. In case the sub-contractor fails to submit the samples in time, EPI shall be at liberty to finalise the type and source of the materials and that shall be binding on the sub-contractor at no extra cost to EPI. The sub-contractor shall at all time remain bound to provide the samples in quantity and manner as instructed by EPI to be analysed or tested in an approved laboratory or in the field laboratory at site. The cost of testing charges is included in the prices of the sub-contractor. EPI shall, however, be at liberty to get the materials tested independent of the sub-contractor and the sub-contractor shall remain bound to render all assistance to EPI in conductance of such tests including making available the materials in sufficient quantity and in time and payment of the testing charges. EPI/client shall at all times have full access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery. The sub-contractor shall afford every facility and assistance and cost in obtaining the right and visit to such access.

EPI shall have full powers to require the removal from the premises of all materials which in their opinion are not in accordance with the specifications and in case of default, EPI shall be at liberty to employ at the expense of the sub-contractor, other persons to remove such materials without being answerable or accountable for any loss or damage that may happen or arise to such materials. EPI shall also have full powers to require other proper materials to be substituted thereof and in case of default by the sub-contractor, may cause the same to be supplied and all costs which may require such removal and substitution shall be to the sub-contractor's account.

27.0 The following shall be added to clause no 52,6 of GCC:
The field testing laboratory to be established by the sub-contractor at his cost shall be equipped with the minimum number of testing equipment as per annexure-B
28.0 The following provisions shall supersede that of clause no 69 of GCC wherever applicable:

No claim on account of extra / substituted / variation of items etc. pertaining to the sub-contractor’s portion of work save and except what is admitted and paid by Client, shall be entertained or admitted by EPI. Any claim by the sub-contractor, if not paid by the Client, whatsoever be the reason shall not be admitted by EPI. The amount, if at all admitted and paid by the Client for the sub-contractor’s portion of work, shall be paid to him after making a provision of 10% (ten percent) towards EPI’s overhead and administrative charges. The provision of this clause shall equally apply to the decrease in the rate of item by the owner. EPI’s decision in this respect shall be final and binding on the sub-contractor. But under no circumstances sub-contractor shall suspend the work on the non settlement of rates under this clause.

Further the quantity given in the Price Bid/ Bill of Quantity can vary up to ± 30% of the contract price without any change in the rates.

29.0 In case the project execution is delayed beyond the contractual scheduled completion period due to reason attributable to the sub-contractor, the staff and site office expenses of EPI for extended period shall be paid by him to EPI at the rate of Rs. 10,000/- per month. This shall be in addition to the facilities provided by the sub-contractor to EPI and the other recoveries, if applicable as per clause no 72 (including its sub clauses) of GCC and Penalties etc. if any, levied by Client for the works pertaining to the sub-contractor’s scope of work. The decision of EPI in this regard shall be final & binding on the party.

30.0 The sub-contractor shall be responsible for obtaining all approvals from Client with regard to quality of materials & workmanship and measurements etc. for their portion of work. All such approvals shall be in the name and title of EPI. The sub-contractor shall be responsible for reconciliation of issued material with Client/EPI, if any, and the sub-contractor shall make arrangements for safe up keeping / custody of the material and final reconciliation is also to be done by the sub-
contractor. In case there is any shortfall of any issued items during reconciliation, recovery at double the cost of materials prevailing at that time of recovery shall be made from the sub-contractor’s due payment.

31.0 The sub-contractor will not deal directly with Client and all the correspondence in matters regarding bills, claims, interpretation of the specifications, conditions and all matters related to the contract with Client, Client’s Consultants, all other agencies including Government and Statutory bodies etc. shall be done through EPI only. The sub-contractor shall prepare and submit expeditiously all bills, claims, details, clarifications, documents, information, etc. as required by EPI/Client for proper execution and successful completion of the “Works”.

32.0 Issues related to interpretation and claims, if any, related to the sub-contractor’s scope of work, arising out of contract between EPI and Client shall be referred with full justification by the sub-contractor to EPI for settlement with Client including arbitration with Client, if inescapable, and outcome of such a settlement shall be binding on the sub-contractor. EPI at its option may associate the sub-contractor in the above process of settlement for his portion of work. The cost & expenses on arbitration with Client shall be shared by EPI and the sub-contractor in proportion of his offer and EPI’s mark up towards its overheads & profits. In case the award/settlement with the Client is in favour of EPI, ninety percent of the award/settlement amount shall be shared between EPI and sub-contractor in proportion of sub-contractor’s contract price with EPI and EPI’s mark up towards its overheads & profits. The balance ten percent of the award/settlement amount shall be retained by EPI towards its administrative charges. In case the award/settlement is against EPI, the entire damages/counterclaims imposed, if any, shall be borne by the sub-contractor alone and the sub-contractor shall have no claim whatsoever against, EPI in such a settlement. Further, EPI shall have no liability towards any claim of the sub-contractor, which is not paid by the Client.

33.0 In case of non-approval of sub-contractor’s association for the Project by the Client and/or by the corporate office of EPI due to any reasons whatsoever at any stage of the “Works”, the sub-contractor shall have no claim on EPI.
34.0 The work executed by the sub-contractor shall be subject to audit and quality control checks from Quality Control Division & Technical Audit of EPI, Client, and Inspecting Agency of the Client and Chief Technical Examiner of Central Vigilance Commission, Govt. of India. In the eventuality of any defect/ sub standard works as brought out in the report or noticed otherwise at any time during execution, maintenance period etc., the same shall be made good by the sub-contractor without any cost to EPI. In case the sub-contractor fails to rectify the defect/sub-standard work within the time period stipulated by EPI, EPI shall get it rectified at the risk and cost of the sub-contractor and shall recover the amount from the dues of the sub-contractor.

35.0 EPI has agreed to associate the sub-contractor on the basis of details regarding his experience profile, financial standing, credentials, fulfilment of statutory obligations, etc. by him to EPI. In case, at a later stage if it is found that the sub-contractor has submitted incorrect, false details and credentials resulting in apprehensions on the capabilities of the sub-contractor with regard to quality & timely completion of works, financial capabilities etc, EPI can terminate this order solely at its option. In this eventuality the sub-contractor shall be liable for the losses suffered by EPI and further the sub-contractor shall have no claim on EPI, whatsoever.

36.0 However, if EPI is granted some concession or exempted from certain obligations by Client, by virtue of EPI being a Public Sector Company, the same concessions / exemptions shall not be applicable to the sub-contractor. The decision of EPI in this regard including interpretation of terms & conditions shall be final & binding on the sub-contractor.

(Signature and seal of the Tenderer)
## ANNEXURE-A

### LIST OF MINIMUM TOOLS, PLANT AND MACHINERY

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Description</th>
<th>Minimum numbers required</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Digital theodolite/Total station</td>
<td>One no</td>
<td>As an when instructed</td>
</tr>
<tr>
<td>2.</td>
<td>Levelling Instruments/ Auto level</td>
<td>One no</td>
<td>10 days</td>
</tr>
<tr>
<td>3.</td>
<td>10 KVA (Minimum) DG set</td>
<td>One no</td>
<td>10 days</td>
</tr>
<tr>
<td>4.</td>
<td>Hydraulic Piling Rig</td>
<td>One no</td>
<td>15 days</td>
</tr>
<tr>
<td>5.</td>
<td>5 HP Diesel pump</td>
<td>Four no</td>
<td>30 days</td>
</tr>
<tr>
<td>6.</td>
<td>Automatic concrete batching plant (stationary or mobile) of minimum capacity 8 cum per hour)</td>
<td>One no</td>
<td>30 days</td>
</tr>
<tr>
<td>7.</td>
<td>Excavators (JCB/Poclaine)</td>
<td>One no</td>
<td>As an when instructed</td>
</tr>
<tr>
<td>8.</td>
<td>Welding machines</td>
<td>Five nos.</td>
<td>45 days</td>
</tr>
<tr>
<td>9.</td>
<td>Diesel concrete mixer with hopper (Full bag capacity)</td>
<td>Two nos.</td>
<td>15 days</td>
</tr>
<tr>
<td>10.</td>
<td>2 HP Electric pump</td>
<td>One no</td>
<td>-do-</td>
</tr>
<tr>
<td>11.</td>
<td>Utility vehicle</td>
<td>One no</td>
<td>-do-</td>
</tr>
<tr>
<td>12.</td>
<td>Truck mounted water tanks</td>
<td>One no</td>
<td>-do-</td>
</tr>
<tr>
<td>13.</td>
<td>Rod cutting machine</td>
<td>Three nos.</td>
<td>7 days</td>
</tr>
<tr>
<td></td>
<td>Piling rig with tripod, tremie hopper with stopper and mud pump of adequate capacity</td>
<td>6 nos.</td>
<td>10 days</td>
</tr>
<tr>
<td>---</td>
<td>-----------------------------------------------------------------</td>
<td>--------</td>
<td>--------</td>
</tr>
</tbody>
</table>

Note:

(a) The period mentioned above shall be reckoned from the date of start of commencement of work as mentioned under this tender.

(b) The quantities and list of equipments indicated are tentative and can be increased/amended as per the requirement of work OR as per the direction of Engineer-in-Charge. The above equipment list is indicative and not complete. The contractor has to deploy all the required equipment to complete all the works within stipulated specifications & time period as contract documents.

(c) The sub-contractor will not be allowed to take out equipments from the site without the written permission of Engineer-in-Charge.

(Signature and seal of the Tenderer)
# ANNEXURE-B

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Description</th>
<th>Minimum numbers required</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Compressive Testing machine</td>
<td>One no</td>
<td>10 days</td>
</tr>
<tr>
<td>2</td>
<td>Electrically operated Digital Weighing Machine (0-5 kg)</td>
<td>One no</td>
<td>10 days</td>
</tr>
<tr>
<td>3</td>
<td>Slump test apparatus</td>
<td>One no</td>
<td>20 days</td>
</tr>
<tr>
<td>4</td>
<td>Set of sieves for grading of coarse aggregates</td>
<td>One set</td>
<td>10 days</td>
</tr>
<tr>
<td>5</td>
<td>Set of sieves for grading fine aggregates</td>
<td>One set</td>
<td>15 days</td>
</tr>
<tr>
<td>6</td>
<td>Cement consistency apparatus</td>
<td>One no</td>
<td>20 days</td>
</tr>
<tr>
<td>7</td>
<td>Electrically operated oven (300 deg Centigrade)</td>
<td>One no</td>
<td>10 days</td>
</tr>
<tr>
<td>8</td>
<td>Trays for sampling</td>
<td>One set</td>
<td>7 days</td>
</tr>
<tr>
<td>9</td>
<td>Apparatus for testing of cement</td>
<td>One set</td>
<td>30 days</td>
</tr>
<tr>
<td>10</td>
<td>150X150X150 CI Cube Moulds</td>
<td>18 nos</td>
<td>10 days</td>
</tr>
<tr>
<td>11</td>
<td>Vicat Apparatus with needles, Test Tubes, breakers, thick glass plates etc</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Measuring Cylinders, 1000ml, 500 ml</td>
<td>01</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Wash Bottles, Capacity 500 ml</td>
<td>02</td>
<td></td>
</tr>
</tbody>
</table>
Note:

a) The period mentioned above shall be reckoned from the date of start of commencement of work as mentioned under this tender.

b) The quantities of equipments indicated are tentative and can be increased as per the requirement of work OR as per the direction of Engineer-in-Charge. The above equipment list is indicative and not complete. The contractor has to deploy all the required equipment to complete all the works within stipulated specifications & time period as contract documents.

c) The sub-contractor will not be allowed to take out equipments from the site without the written permission of Engineer-in-Charge.

(Signature and seal of the Tenderer)
ANNEXURE-C

40.0 SAFETY

40.1 The Contractor shall at all times comply with the HES Policy while performing the Services. In addition the Contractor shall ensure proper safety of all the workmen, materials, plant and equipment belonging to it or to the Owner or to others working at the Site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both under Applicable Law and any additionally required by the Owner.

40.2 The Contractor shall notify well in advance to the Owner of its intention to bring to the Site any container filled with liquid or gaseous fuel or explosive or petroleum substance or such Hazardous Materials. The Owner shall have the right to prescribe the conditions, under which such container is to be stored, handled and used during the performance of the Services and the Contractor shall strictly adhere to and comply with such instructions. The Owner shall have the right, at its sole discretion, to inspect any such container or such plant/equipment for which material in the container is required to be used and if in its opinion, its use is not safe, it may forbid the use of such material contained in such container(s). No claim due to such prohibition shall be entertained by the Owner nor shall the Owner entertain any claim of the Contractor towards additional safety provisions/conditions to be provided for/constructed as per Owner's instructions. Further any such decision of Owner shall not, in any way, absolve the Contractor of its responsibilities and, in case, use of such a container or entry thereof into the Site is forbidden by Owner, the Contractor shall use alternative methods, with the approval of Owner, without any cost implication to the Owner.

40.3 Where it is necessary to provide and/or store petroleum products or petroleum mixtures and explosives, the Contractor shall be responsible for carrying out such provision and/or storage in accordance with the rules and regulations laid down under Applicable Laws (such as Petroleum Act, 1934, Explosives Act, 1948, and Petroleum and Carbide of Calcium Manual published by the Chief Inspector of Explosives of India). All such storage shall be with prior written approval of the Owner. In case any approval is necessary from the Chief Inspector (Explosives) or any other Government Agency, the Owner shall provide reasonable assistance to the Contractor in obtaining the same.

40.4 All tools, tackles and equipments used in performing Services by the Contractor shall meet the prescribed Indian/international standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe/best industry standards. All equipment, tools, tackles and Plants shall be strictly operated and maintained by the Contractor in accordance with manufacturer’s operation manual and safety instructions and as per procedures/guidelines/rules of the Owner in this regard.
40.5 Periodical examinations and all tests for all lifting/hoisting equipment and tackle shall be carried out in accordance with the relevant provisions of Applicable Laws (such as Factories Act, 1948). A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when required by Owner or by Owner's representative.

40.6 The Contractor shall be fully responsible for the safe storage of its and its Subcontractors radio-active sources in accordance with BARC/DAE Rules and other applicable provisions. All precautionary measures stipulated by BARC/DAE Rules in connection with use, storage and handling of such material will be taken by the Contractor.

40.7 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by Owner who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.

40.8 Where explosives are to be used, the same shall be used under the direct control and supervision of an expert, experienced, qualified and competent Person strictly in accordance with the codes of practice/rules framed under Indian Explosives Act, 1948 pertaining to handling, storage and use of explosives.

40.9 The Contractor shall provide safe working conditions to all workmen and employees at the Site including safe means of access, railings, stairs, ladders, scaffoldings, etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent Person. For construction and erection, good and standard quality of material only shall be used by the Contractor.

40.10 The Contractor shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to other contractors under any circumstance, whatsoever, unless expressly permitted in writing by the Owner to handle such fuses, wiring or electrical equipment.

40.11 Before the Contractor connects any electrical appliance to any plug or socket belonging to the other contractor, it shall:

40.11.1 satisfy the Owner that the appliance is in good working condition;

40.11.2 inform the Owner of the maximum current rating, voltage and phases of the appliances; and

40.11.3 obtain permission of the Owner detailing the sockets to which the appliances may be connected.
40.12 The Owner will not grant permission to connect until it is satisfied that:

40.12.1 the appliance is in good condition and is fitted with a suitable plug; and

40.12.2 the appliance is fitted with a suitable cable having 2 (two) earth conductors, 1 (one) of which shall be an earthed metal sheath surrounding the cores.

40.13 No electric cable used by the other contractor/Owner will be disturbed without prior permission of the Owner. No weight of any description will be imposed on any cable and no ladder or similar equipment will be rested against or attached to it.

40.14 No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Contractor and a permit to work on it should be issued by the Contractor before any repair work is carried out. While working on electric lines/equipment, whether live or dead, suitable and sufficient quantity of tools shall be provided by the Contractor to electricians/workmen/officers.

40.15 The Contractor shall employ adequate number of qualified, licensed, full time electricians/electrical supervisors to maintain electrical installations, to the satisfaction of the Owner.

40.16 The Contractor shall employ at least 1 (one) full time officer exclusively as safety officer to supervise safety aspects of the equipment and workmen. Such safety officer shall co-ordinate with the project safety officer appointed by the Owner in respect of all matters relating to the safety of area and material at Site. In case of work being carried out through Subcontractors, the Subcontractor's workmen/employees will also be considered as the Contractor's employees/workmen for the above purpose. The name and address of such safety officer of the Contractor will be promptly informed in writing to the Owner before the Contractor commences Services at Site or immediately after any change of the Contractor's safety officer is made during the Term.

40.17 In case any accident occurs during the performance of the Services, thereby causing any minor or major or fatal injury to Contractor's employees due to any reason, whatsoever, it shall be responsibility of the Contractor to promptly inform the same to the Owner, in prescribed form, and also to all the authorities envisaged under the Applicable Laws.

40.18 The Owner shall have the right, at its sole discretion, to stop the work, if in its opinion the work is being carried out in such a way that it may cause accidents and/or endanger the safety of the Person(s) and/or property and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and it shall comply to remove the shortcomings promptly. The Contractor after stopping the specific work may, if necessary, appeal against the order of stoppage of work to the Owner within 3 (three) days of such stoppage of work and decision of the Owner in this respect shall be conclusive and binding on the Contractor.

40.19 The Contractor shall not be entitled to any damages/compensation for stoppage of work due to safety reasons as provided in Clause 40.18 above.
The Contractor shall follow and comply with all safety rules, prescribed by the Owner, relevant provisions of Applicable Laws pertaining to the safety of workmen, employees, plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any discrepancy between the statutory requirements and the prescribed safety rules referred above, the more stringent provisions shall be applicable and binding upon the Contractor.

The Contractor acknowledges that providing a safe working environment at the Site is a material requirement of the HES Policy and this Contract. If the Contractor fails in providing safe working environment as per the provisions of Clause 40.20 above or continues the work even after being instructed to stop work by the Owner as provided in Clause 40.18 above, then it would be a breach of the HES Policy and this Contract. In case of such a breach, the Contractor shall promptly pay to the Owner, on demand, compensation at the rate of Rs. 50,000/- (Rupees fifty thousand only) per day or part thereof till the instructions are complied with and so certified by the Owner. However, in case of accident taking place causing injury, to any individual, the provisions contained in Clause 40.22 shall also apply in addition to compensation mentioned in this Clause 40.21.

The Contractor acknowledges that having a zero fatality rate at the Site is important for the Owner and a material requirement of the HES Policy. If the Contractor does not take all safety precautions and/or fails to comply with the HES Policy, the prescribed safety rules or Applicable Laws for the safety of the equipment and plant and for the safety of personnel and the Contractor does not prevent hazardous conditions which cause injury to its own employees or employees of other contractors, or employees of the Owner or any other Person who may be present at Site or adjacent thereto, the Contractor shall be responsible for payment of compensation to the Owner as per the following schedule:

a. Fatal injury or accident causing death: Rs. 1,000,000/- (Rupees One Million only) per Person. These are applicable for death/injury to any Person whatsoever.

b. Major injuries or accident causing 25% (twenty five percent) or more permanent disability to workmen or employees: Rs. 250,000/- (Rupees Two Hundred Fifty Thousand only) per Person.

Permanent disability shall have the same meaning as indicated in Workmen's Compensation Act, 1923. The compensation mentioned above shall be in addition to the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act, 1923 and rules framed there under or any other Applicable Laws as applicable from time to time. In case the Owner is made to pay such compensation then the Contractor shall be liable to pay to the Owner such amount in addition to the compensation indicated above.

The amounts paid to the Owner by the Contractor pursuant to Clause 40.21 and/or Clause 40.22 shall be deposited by the Owner in a labour welfare fund which will be utilized by the Owner for the welfare of the labour.
40.23  **Safety Code**

40.23.1 The Contractor shall, at its own expense, arrange for the minimum safety provisions listed in Annexure 9 (Safety Code) to this Contract or as required by the Owner, in respect of all labour directly or indirectly employed for performance of the Services and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Owner shall be entitled to do so and recover the cost thereof from the Contractor.

40.24 Contractor shall not, under any circumstances apply to or enter into negotiations with any Government Agency for acceptance of variations from or revisions to safety or health, or air, water or noise pollution laws or regulations relating to this Contract, or to the performance of Services, without Owner’s prior written approval.

40.25 Contractor shall not, under any circumstances, cause or permit, in connection with the Services to be performed hereunder, the discharge, emission or release of any Hazardous Materials and/or waste, pollutant, contaminant or other substance in violation of any Applicable Laws. Contractor shall comply with all Applicable Laws (including Environmental Law) requirements applicable to the Services and shall be responsible for compliance with all such requirements relating to the Hazardous Materials, health and safety, notice and training.
ANNEXURE-D

24.0 FIELD QUALITY ASSURANCE AND INSPECTIONS

24.1 To ensure the conformance of the Services, whether performed at the Site, by Contractor or by its Subcontractors, with the provisions of this Contract, Contractor shall adopt, as well as ensure adoption by its Subcontractor, suitable Field Quality Program. The Owner or its representative(s) shall have the right to inspect and/or to test the Services to check their conformity with the provisions of this Contract.

24.2 The Field Quality Program, proposed for adoption by the Contractor, shall be submitted for review and approval of the Owner, within 30 (thirty) days of the Effective Date. It shall inter alia specify required inspection and tests to be carried out by Contractor as per Contract and applicable codes for all phases of construction, the procedures involved, acceptance basis, acceptance criteria and customer hold points (CHPs) beyond which work shall not proceed, without the specific clearance of the Owner. The approved Field Quality Program shall form part of this Contract and shall be strictly adhered to.

24.3 In case of stage inspection, the Contractor shall proceed from one stage to another only after the component of the work is inspected and tested by the Owner or their representative(s) and permission given to proceed further. The procedure shall be adopted for any rectifications/repairs suggested by the Owner or their representative(s).

24.4 No part of the work shall be covered up without carrying out inspection and tests specified in the Field Quality Program. Contractor shall uncover such part of the work which have been covered up without carrying out inspection and tests specified in Field Quality Program and cover them up after carrying out inspection and tests specified in Field Quality Program. Cost for such uncovering and covering up shall be borne by Contractor.

24.5 Contractor shall provide reasonable advance notice to Owner for witnessing inspection and tests specified in Field Quality Program.

24.6 Contractor shall provide at his own cost all facilities including labour, materials, electricity, fuel, water, stores, apparatus, instruments etc reasonably required by Owner and/or their representative for effectively carrying out such inspection and tests in accordance with the Contract and applicable codes.

24.7 Owner may ask Contractor to perform any such inspection and tests which are not specified in Contract and Field Quality Program. Contractor shall perform such inspection and tests and Owner shall pay to the Contractor reasonable cost incurred in carrying out such inspection and tests.

24.8 Contractor shall also be responsible for monitoring each Subcontractor’s compliance with the Field Quality Program. The Owner shall have the right to conduct audits of the Contractor’s Field Quality Program. Contractor shall cooperate with and extend all support to Owner in carrying out such audits.

24.9 Price for all inspection and tests to be carried out till Final Acceptance of Services and during Warranty Period are included in Contract Price.
24.10 Inspection and acceptance of the Services by the Owner and / or their representative shall not limit the liabilities and responsibilities of the Contractor in any manner and shall not prejudice the right of the Owner to reject the Services if it is found to be defective subsequently or if Facility fails to achieve performance guarantee under the Contract. Nothing in this Article 24.0 shall, in any way, release the Contractor from any of its Warranty or other obligations under this Contract.
ANNEXURE-E

33.0  FIRE PROTECTION

33.1  The Contractor shall at all times comply with the HES Policy while performing the Services during the Term. Without prejudice to the obligation under the preceding sentence, the work procedures that are to be used during the performance of the Services shall be those which minimize fire hazards to the extent practicable. The Contractor shall ensure that combustible materials, combustible waste, rubbish and any Hazardous Material shall be collected and removed from the Site at least once each day. Fuel, oils and volatile or flammable materials shall be stored away from the equipment and materials storage areas in safe containers. Untreated canvas, paper, plastic or other flammable flexible materials shall not at all be used at Site for any purpose unless otherwise specified. If any such material is received with any other equipment/material at the Plant, the same shall be removed and replaced with acceptable material before moving into the construction or storage area.

33.2  The Contractor shall ensure that corrugated paper, fabricated cartons, etc. will not be permitted at the Site either for storage or for handling of materials. All such materials used shall be of water proof and flame resistant type. All other materials such as working drawings, plans, etc. which are combustible but are essential for the Services to be performed shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.

33.3  The entire supervisory personnel and sufficient number of workers of the Contractor shall be trained for fire-fighting and shall be assigned specific fire protection duties. Adequate number of such trained personnel must be available at the Site during the entire Term at all times.

33.4  The Contractor shall provide fire fighting equipments in adequate numbers and capacity and shall ensure that such fire fighting equipments placed at various locations at the Site are easily accessible at all times.
ANNEXURE-F

34.0 SECURITY

34.1 Contractor shall be solely responsible for all equipment and materials in its custody, stores, loose, semi-assembled and/or installed by it at Site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure protection of all materials, equipment and Services from theft, fire, pilferage and any other damage and loss. All materials of the Contractor shall enter and leave the project site only with the written permission of the Owner.
35.0 CONTRACTOR’S AREA LIMITS

35.1 The Owner will mark-out the boundary limits of access roads, parking spaces, storage and operational areas for the Contractor and the Contractor shall not trespass the areas which are outside the boundary limits so marked out. The Contractor shall be responsible to ensure that none of the Contractor Staff move out of the areas marked out for its operations. In case of a need for the Contractor Staff to work in areas other than those marked out for it, written permission of the Owner shall be obtained before proceeding to work in such areas.
ANNEXURE-H

36.0 TRASPORTATION, MATERIALS HANDLING AND STORAGE

36.1 Transportation of Materials

36.1.1 Responsibility

36.1.1.1 The Contractor shall be fully responsible for the transportation and insurance of all the materials to the Site, including for the payment of all transportation and handling costs and expenses.

36.1.2 Mode of Transport

The Contractor shall at its own risk and expense, transport the materials to the Site by the mode of transport that the Contractor in its reasonable judgment considers most suitable. Unless otherwise provided in this Contract, the Contractor shall have the right to select any safe mode of transport operated by any Person to transport the materials to the Site. The Contractor shall ensure that such mode of transport is in full compliance with Applicable Laws. Contractor shall preferably transport materials without allowing transshipment enroute to the Site.

36.1.3 Information and Documents

All relevant documents pertaining to any materials, as may be necessary for the transportation of the same, shall be arranged by the Contractor.

36.1.4 Approvals

The Contractor shall be responsible for obtaining, if necessary, approvals from any Government Agency for transportation of the materials to the Site. The Owner shall use reasonable endeavours to assist the Contractor in obtaining such approvals, if requested by the Contractor.

36.2 All the materials arriving at the Site shall be promptly received, unloaded, transported and stored in the storage spaces by the Contractor. Such materials shall be used by the Contractor for performance of the Services under this Contract.

36.3 The Contractor shall be responsible for examining all the consignments and notifying the Owner immediately of any damage, shortage, discrepancy, etc. This notification shall be for the purpose of Owner’s information only. The Contractor shall submit to the Owner every week a report detailing all receipts during the week.

36.4 Contractor shall be solely responsible for any shortage or damage in handling and/or in storage and use of the materials at the Site.

36.5 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all the materials received by it for the purposes of use in performing the Services and shall keep such records open for the inspection of the Owner.
36.6 All the materials shall be handled very carefully to prevent any damage or loss. No bare wire ropes, slings, etc. shall be used for unloading and/or handling of the materials without the specific written permission of the Owner. The materials stored shall be properly protected to prevent damage either to the Materials or to the floor where they are stored. The materials from the store shall be moved to the actual location at the appropriate time so as to avoid damage to such materials.

36.7 The Contractor shall ensure that all the packing materials and protection devices used for packing the materials during transit and storage are removed before the materials are installed.

36.8 The materials likely to deteriorate due to storage shall be thoroughly protected and stored in a suitable manner so as to prevent damage or deterioration in quality by storage.

36.9 All the materials stored in the open or dusty locations shall be covered with suitable weather-proof and flameproof covering material, wherever applicable.

36.10 If the materials belonging to the Contractor are stored in areas other than those earmarked for it, the Owner will have the right to get it moved to the area earmarked for the Contractor at the Contractor’s cost.

36.11 The Contractor may store materials, appropriate for storage in open, in open storage yard. However, Owner may direct the Contractor to move certain materials which in its opinion will require indoor storage, to indoor storage areas (with or without air-conditioning facility, as per recommendations of the OEM) which the Contractor shall strictly comply with.

36.12 All materials which are to be supplied by the Owner, if any, shall also be promptly received, unloaded and transported and stored in the storage spaces by the Contractor. The Contractor shall be responsible for examining all the shipment and notifying the Owner immediately of any damage, shortage, discrepancy, etc. The Contractor shall maintain separately an accurate and exhaustive record detailing out the list of all materials received by it on behalf of Owner for the purpose of use in the Services and shall keep such records open for the inspection by the Owner.
ANNEXURE-I

37.0 COOPERATION AND COORDINATION AT THE SITE

37.1 Contractor shall co-operate with Owner's contractors and Owner's Engineer and freely exchange with them such technical information as is necessary to perform the Services most efficiently and economically and to avoid unnecessary duplication of efforts. Owner shall be provided with a copy of all correspondence addressed by the Contractor to such other contractors and Owner's Engineer in respect of such exchange of technical information.

37.2 In case where the performance of the Services by the Contractor affects the performance of work of other contractors, such Services of the Contractor shall be scheduled to be performed only in the manner stipulated by the Owner and the same shall be acceptable at all times by the Contractor. The Owner may impose such restrictions on the facilities provided to the Contractor as it may think fit in the interest of the Owner and the Contractor shall strictly adhere to such restrictions and co-operate with the Owner.

37.3 The field activities of the contractors working at Site will be coordinated by the Owner and the Owner's decision shall be final in resolving any dispute or conflict between the Contractor and other contractors of the Owner regarding scheduling and co-ordination of Services. Such decision by the Owner shall not be a cause for extra compensation for the Contractor.

37.4 The Parties expressly agree that the procedures in relation to implementation of the terms of this Contract shall be discussed mutually between the Parties forthwith after the Effective Date.

37.5 Meetings

37.5.1 The Owner shall hold weekly meetings (or meetings at such shorter duration as it may deem necessary) of all contractors working at Site, at a time and place to be designated by the Owner. The Contractor shall attend such meetings and take notes of discussions during the meeting and the decisions of the Owner and shall strictly adhere to those decisions in performing the Services. In addition to the above meetings, the Owner may call for other meetings either with individual contractors or with selected number of contractors and in such a case the Contractor, if called, will also attend such meetings.

37.5.2 On Owner's invitation, Contractor shall participate in discussions with other parties including Lenders, Owner's consultants, Owner's insurers, Owner's advisors, Promoters, and Government Agencies, etc.
ANNEXURE-J

38.0 CONSTRUCTION’S MATERIALS BROUGHT ON TO SITE

38.1 The Contractor shall bring to Site all equipment, components, parts, materials, including materials handling equipment, tools and tackle for the purpose of performing the Services with prior written notice to the Owner. Ownership of such materials shall remain with Contractor. All such goods shall be used for the purpose of providing the Services only and shall not on any account be removed or taken away by the Contractor without the written permission of the Owner. The Contractor shall nevertheless be solely liable and responsible for any loss or destruction thereof and damage thereto.

38.2 After the completion of Term, the Contractor shall remove from the Site under the direction and with written permission of the Owner the materials brought by it for performing the Services which are not property of the Owner. If the Contractor fails to remove such materials, within 15 (fifteen) days of issue of a notice by the Owner to do so then the Owner shall have the liberty to dispose of such materials and credit the proceeds thereto to the account of the Contractor.
39.0  PROTECTION OF MATERIALS, PROPERTY AND PERSONNEL

39.1  The Services shall remain in care and custody of Contractor and the Contractor shall be responsible for any loss or damage resulting from any act or omission of the Contractor or its Subcontractors till Taking-Over of the Services by the Owner. It shall also be responsible for protection of all Persons including members of public and employees of the Owner and the employees of other contractors and Subcontractors and all public and private properties in the vicinity of the Site including structures, buildings, other plants and equipment and utilities either above or below the ground.

39.2  The Contractor shall protect existing structures, roads, drains, pipes, cables, overhead wires and other similar infrastructure existing at or in the vicinity of the Site from any loss or damage while performing Services. Contractor shall make good at his own cost all loss or damage to such infrastructures existing at or in the vicinity of the Site.

39.3  The Contractor shall ensure provision of necessary safety equipment as specified under the HES Policy including but not limited to barriers, sign-boards, warning lights and alarms, etc., to provide adequate protection to materials, Persons and property. The Contractor shall be responsible to give reasonable notice to the Owner and the owners of public or private properties and utilities when such properties and utilities are likely to get damaged or injured during the performance of the Services and shall make all necessary arrangements with such owners, in relation to removal and/or replacement or protection of such properties and utilities.

39.4  The Owner shall not be responsible or held liable for any damage to materials, Person or property consequent upon the use, misuse or failure of any tools and equipments used by the Contractor Staff, even though such tools and equipments may be furnished, rented or loaned to the Contractor Staff. The acceptance and/or use of any such tools and equipments by Contractor Staff shall be construed to mean that the Contractor accepts all responsibility for and agrees to indemnify and hold the Owner harmless from any and all claims for damages resulting from use, misuse or failure of such tools and equipments.

39.5  Contractor shall be responsible during performance of the Services for protection of the work which has been completed by other contractors of the Owner. Necessary care shall be taken by the Contractor to see that no damage to the work is caused by it and/or the Contractor Staff during the course of performance of the Services.
41.0 STATUTORY APPROVALS, PERMITS AND FRAUDULENT PRACTICES

41.1 Statutory Approvals

41.1.1 The Contractor shall obtain all clearances, approvals, licenses, permits etc in accordance with applicable rules of Government Agency which are required for performing Services including transportation, construction etc. Price for obtaining clearances, approvals, licenses, permits etc including payment of statutory fees is included in Contract Price.

41.1.2 The Contractor shall submit to concerned authorities, on behalf of Owner, duly filled-in application form along with required certificates and other documents well in time. Contractor shall coordinate and liaise with concerned authorities and ensure that performance of Services are not adversely affected for want of clearances, approvals, licenses, permits etc.

41.1.3 The Contractor shall carryout all modifications, additions, and deletions to the Services as asked by concerned authorities for granting clearances, approvals, licenses, permits etc. Price for modifications, additions and deletions to the Services is included in Contract Price.

41.2 Permits for Performing Services

41.2.1 The Contractor shall in its name obtain any and all Permits necessary for the Contractor to do business and to be authorized to provide the Services (in the jurisdictions where the Services are to be performed) as contemplated by this Contract. Contractor shall also obtain such Permits required, for any employees, contractors or Subcontractors who are not citizens of India, to work, reside or otherwise perform the Services in India. Owner shall provide reasonable assistance to Contractor in obtaining, renewing and replacing all such Permits.

41.3 Corrupt / Fraudulent Practices

41.3.1 The Contractor shall not, directly or indirectly, engage in any Corrupt Practice, Fraudulent Practice, Coercive Practice or Obstructive Practice during the negotiation of this Contract or at any time during the Term.
42.0 EMERGENCIES

42.1 Notwithstanding anything to the contrary contained herein, the Contractor shall take any action as the Contractor deems to be necessary in the case of an Emergency Event affecting the Facility or the performance of Services to counteract the effects where the Contractor considers immediate action is required to safeguard life or property.

42.2 In the event of occurrence of an Emergency Event, the Contractor shall notify the Owner by telephone as soon as reasonably practicable, and in any case within 8 (eight) hours, and in writing within 24 (twenty-four) hours of the occurrence of any Emergency Event, providing details of the Emergency Event and Contractor's actions taken in an effort to prevent any threatened damage, injury or loss to the Facility or Persons or property located on or in the vicinity of the Facility. Following such notification, at the request of the Owner, the Parties shall discuss without delay the further actions which should be taken in relation to the Emergency Event.

42.3 If the Owner considers that any Emergency Event has occurred in relation to the Site, the Owner may give notice (which may be oral notice and confirmed with subsequent written notice) to the Contractor specifying the nature of the Emergency Event which it has identified and the manner in which such Emergency Event should be rectified. The Contractor shall rectify such defect with all due diligence. If the Contractor fails to comply with such notice promptly, the Owner shall be entitled to take such actions as may be necessary to remedy such breach by the Contractor at Contractor's expense.