DLI/CON/753/541 04.07.2016

Sub: Tender for CONSTRUCTION OF TYPE-IV, TYPE-V & CLUB HOUSE FOR THE PROJECT “CONSTRUCTION OF TOWNSHIP AT KHILPARA, UDAIPUR, TRIPURA” FOR 2x363.3MW GAS BASED COMBINED CYCLE POWER PLANT OF OTPC.

Ref: NIT No. DLI/CON/753/541 dated 30.06.2016

Addendum No. - 2

Addendum no. 2 is enclosed herewith for the subject tender. The same shall be integral part of tender documents.

All other terms and conditions shall remain unchanged.

GGM (Contracts)
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 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.
40.20 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.

40.21 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.

40.22 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.

b. Major injuries or accident causing 25% (twenty five percent) or more permanent disablement 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 FI RE 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.
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.
ANNEXURE-G

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.
TOWNSHIP AT KHILPARA, TRIPURA

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.

36.1.1.2 It is acknowledged by the Contractor that the responsibilities for transportation set out in this Clause are included in the Contract Price.

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.
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.
38.0 CONTRACTOR’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 Sub contractors 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 carry out 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.