



**VOLUME I**

**SECTION 6.0**

**CONSTRUCTION & COMMISSIONING CONDITIONS OF THE  
CONTRACT (CCC)**



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## **SECTION – 6**

### **CONSTRUCTION & COMMISSIONING CONDITIONS OF THE CONTRACT (CCC)**

#### **1.0 GENERAL**

1.1 The following shall supplement the conditions already contained in the other parts of the specifications and documents governing the scope of contract related to construction package to be executed for the **“CCTV Surveillance System” for 2375 MW Solar/Wind/Hybrid Renewable Energy Park Project of Gujarat Industries Power Company Limited (GIPCL) UNDER SINGLE EPC BASIS AGAINST.**

1.2 The Contractor shall, in addition to their respective Project Managers stationed at Head Quarters nominate one of the responsible officers as their residential/Site representative suitably designated for the purposes of overall responsibility and coordination of the services to be performed in respect of construction etc. at site. Such person shall function from the site office established by the Contractor, during the pendency of Contract.

#### **2.0 SCOPE OF SERVICES**

2.1 The scope of work and duties and responsibilities of the Contractor shall broadly include the following, though not restricted to them.

2.2 Assisting the Owner/Purchaser, whenever required by him in checking and verification of equipment/items and materials supplied by the Contractor.

2.3 Construction, Technical supervision of construction including and performing trial and tests.

2.4 Technical supervision of the initial operation of the CCTV Surveillance System by the Contractor till successful completion of trial operation.

2.5 Technical supervision of the work of repairs, modifications and alterations, etc., of CCTV Surveillance System wherever necessary.

2.6 Rendering technical assistance, clarifications and guidance on technical problems and drawing/documents relating to works to be executed by the Contractor.

2.7 Preparation of detailed programs / schedules, work methodology for construction, testing and completion of all the works and manpower planning.

2.8 Deleted

2.9 Any other related services though not specifically mentioned herein before but necessary for proper execution of the work, as stipulated.

#### **3.0 REGULATION OF LOCAL AUTHORITIES AND STATUTES**

3.1 The Contractor shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with various applicable labour laws like the Factories Act, the Minimum Wages Act, 1948, Payment of Wages Act and Contractor Labour (Regulation and Abolition Act), ESI Act, the Workman's compensation act, EPF Act, or any other law and the rules made there under in respect of any employee or workman employed or engaged by him or his sub-Contractor and all other statutory requirements as amended from time to time to the entire satisfaction of Central/State Govt. Authorities, shall be the responsibility of the Contractor and he shall have to make good loss, if any, suffered by GIPCL on account of default in this regard by the Contractor. Bidder shall consider BOCW Cess on Civil & Erection works as per BOCW ACT.



3.2 All registration and statutory inspection fees, electrical inspectorate fees, local body planning permission fee, pollution control board fee, PWD /Highways clearance fees, Railway clearance fees etc in respect of his work pursuant to this Contract shall be to the account of the Contractor. Any registration, statutory inspection fees lawfully payable under the provisions of the Indian Regulations and any other statutory laws in respect of the plant equipment shall be to the account of the Contractor. Should any such inspection or registration need to be rearranged due to the fault of the Contractor or his Sub-Contractor, the additional fees for such inspection and/ or registration shall be borne by the Contractor. It is the responsibility of the contractor to obtain the license/clearances from the above statutory bodies on behalf of the owner. Original fee receipts paid by the Contractor shall be handed over to Purchaser for record purposes.

3.3 The successful Bidder shall obtain license under Contract Labour (Regulation & Abolition) Act 1970, read with rules framed there under and furnish the same to the Company within 01 (One) month of the issue of Detailed order of Contract failing which the detailed order of contract shall be cancelled/terminated without any further notice and its EMD and/ or performance guarantee shall be forfeited.

#### **4.0 ACCESS TO SITE AND WORKS ON SITE**

4.1 Necessary access to the site shall be made by the contractor after handing over of the site to the contractor by the owner within one week from the date of receipt of LOI. Access to the site location is from (SH-45), on as is where condition. It is responsibility of contractor to investigate his requirements in view of EPC package at no cost to GIPCL. Any improvement, modification required is in scope of contractor.

4.2 The works so far as it is carried out on the Owner's premises, shall be carried out at such time as the Owner may approve.

4.3 In the execution of works, no persons other than the Contractor or his duly appointed representative, Sub-Contractor and workmen, shall be allowed to do work on the site, except by the special permission, in writing, of the Owner or his representative.

4.4 Working in Defense sensitive area.

4.4.1 The site is located in defense sensitive area near international border and subject to monitoring and adherence to security protocol and working during the construction and operation period.

4.4.2 Though OWNER has been granted permission to establish park as a whole, the Contractor will be responsible for day to day clearance, permits, material and labour movement or any other compliance requirement of ARMY/BSF/Police while executing the work in the area

4.4.3 Bidders are advised to visit the site and acquaint themselves prior to start of the work before Bidding.

4.4.4 Bidder will be responsible to carry out all administrative liaison and permission work with Army/BSF/Police during the execution of work.



## **5.0 CONTRACTOR'S SITE OFFICE ESTABLISHMENT**

- 5.1 The Contractor shall establish a site office at the site as required in the foregoing paras. Any written order or instruction of the Engineer or his duly authorized representative shall be communicated to the aforesaid authorized representative at the site office and same shall be deemed to have been communicated to the Contractor at his legal address & head office. The contractor shall employ a competent representative as required above to deal with work schedules & negotiations at site. He shall be assigned with authority & responsibility towards the above and he shall always be present at site during working hours.

## **6.0 COOPERATION WITH OTHER CONTRACTORS**

- 6.1 The Contractor shall co-operate with all other Contractors or tradesmen and staff of the Owner/Purchaser, who may be performing other services on behalf of the Owner/Purchaser and the workmen who may be employed by the Owner/Purchaser and doing work in the vicinity of the works under the contract. The Contractor shall also so arrange to perform his work as to minimize, to the maximum extent possible, interference with the work of other contractors and his workmen. Any injury or damage that may be sustained by the employees of the other Contractors and the Owner due to the Contractor's work shall promptly be made good at his own expense. The Engineer shall determine the resolution of any difference or conflict that may arise between the Contractor and the other contractors or between the Contractor and the workmen of the Owner in this regard to their work. If the works of the Contractor is so delayed because of any acts or omission of another contractor, the Contractor shall have no claim against the Owner.
- 6.2 The Engineer shall be notified promptly by the Contractor of any defects in the other contractor's work that could affect the contractor's work. The Engineer shall determine the corrective measures, if any, required rectifying this situation after inspection of the works and such decisions by the Engineer shall be binding on the Contractor.

## **7.0 DISCIPLINE OF WORKMEN**

- 7.1 The Contractor shall adhere to the disciplinary procedure set by the Purchaser/ Engineer in respect of his employees and workmen at site. The Engineer shall be at liberty to object to the presence of any representative or employee of the Contractor at the site, if in the opinion of the Engineer such employee has misconduct himself or be incompetent or negligent or otherwise undesirable and then the Contractor shall remove such a person objected to and provide in his place a competent replacement.
- 7.2 The Contractor at all time shall take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for preservation of peace and protection of persons and property at and in the neighborhood of works.

## **8.0 CONTRACTORS ASSISTANCE IN WORK PLAN FOR FIELD OPERATION**

- 8.1 Construction network submitted by the Contractor and discussed with the Owner/Purchaser and finalized with necessary modifications form a part of contract documents & will be the essence for planning construction activities. The Contractor will furnish the detailed working schedules in respect of each of the activities.
- 8.2 The Contractor shall keep the Engineer informed in advance regarding his field activity plans and schedule for carrying out each part of the work. Any review of such plan or schedule or method of work by the Engineer shall not relieve the Contractor of any of his responsibility towards the field activities. Such reviews shall also not be considered as an assumption of any risk or liability by the Engineer or the Purchaser or any of his representatives and no claim of the Contractor will be entertained because of the failure of inefficiency of any such



plan or schedule or method of work reviewed. The Contractor shall be solely responsible for the safety, adequacy and efficiency of works (CCTV Surveillance System) executed by the Contractor, his construction methods.

- 8.3 The Contractor shall have the complete responsibility for the conditions of the work site including the safety of all persons employed by him or his Sub-Contractor and all the properties under his custody during the performance of the work. The requirement shall apply continuously till the completion of the Contract and shall not be limited to normal working hours. The construction work reviewed by the Engineer is not intended to include review of Contractor's safety measures in, on or near the works site, and their adequacy or otherwise.
- 8.4 The first preparation of such construction plan will cover construction activities to be performed for the whole period of construction. Every subsequent plan in the last week of every month will contain updated report for reflecting progress achieved up to 20th day of the month (hereinafter reporting month) a firm program for the first ensuing month and tentative program for the second ensuing month. The firm construction program for the first ensuing month will reflect the progress of the reporting month, construction activities and material available at site, resources at the immediate disposal and the inputs to be provided by the Owner/Purchaser. The firm work plan shall be broken down by the Contractor in week wise construction plan. The tentative work plan must set target for the complete month based on progress achieved through firm work plan of first ensuing month and identify constraints.
- 8.5 The construction work plan will be reviewed by the Owner with the assistance of the Contractor and Consultants where necessary.

#### 8.6 WORK TO BE OPEN FOR INSPECTION AND CONTRACTOR TO BE PRESENT

All works under or in course of execution or executed under the contract shall at all times be open to the inspection & supervision by engineer. Contractor shall at all times during the working hours and at other times with notice of engineer's visit to works shall have responsible representative available to receive instructions from the engineer, orders/instructions given to authorized representative shall be considered as if they are given to the contractor himself.

#### 8.7 NOTICE BEFORE WORK IS COVERED UP

The Contractor shall give adequate notice (normally seven days) to Engineer in writing before covering up or otherwise placing beyond the reach of inspection and measurement any work in order that the same may be measured & correct dimension thereof recorded. If contractor covers such works without notice, then Engineer reserves the right to get the same uncovered at the risk & cost of the Contractor.

### 9.0 MANPOWER REPORT

- 9.1 The Contractor shall submit to the Engineer, on the first day of every month, a man power schedule for the next month, detailing the man power scheduled for the month, skill wise, sub-contractor wise and area wise.
- 9.2 The Contractor shall also submit to the Engineer on the first day of every month, a man power report of the previous month detailing the number of persons scheduled to have been employed and actually employed, skill-wise and the areas of employment of such labour.
- 9.3 The Contractor shall decide mutually with the Owner/Purchaser, from time to time, in regard to Contractors manpower deployment, plan and schedules for providing the services under the contract to match the construction program.



9.4 The Contractor shall also intimate the program of the visit of his personnel to site and departure from site. The Engineer will have the right to review the list of such personnel and ask for increase in the strength or reschedule the visits of such personnel, if in the opinion of the Engineer, the list of personnel furnished by the Contractor is not sufficient for effective performance of the Contract.

## 10.0 PROTECTION OF WORK

10.1 The Contractor shall have total responsibility for protecting his work till it is finally taken over by the Engineer. No claim will be entertained by the Purchaser or the Engineer for any damage or theft or loss to the Contractor's works and the Contractor shall be responsible for the complete restoration of the damaged works to its original condition to comply with the Specifications and Drawings. Should any such damage to the Contractor's works occur because of other party not under his supervision or control, the Contractor shall make his claim directly with the party concerned. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the Contractor's Works, the same shall be resolved as per the provision of the clause: 'Co-operation with other Contractors'. The Contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The Contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such dispute.

## 11.0 SECURITY

11.1 The Contractor shall have total responsibility for all equipment and materials or any other items in his custody stored, loose, semi-assembled and/ or erected or constructed by him at site. The Contractor shall make suitable security arrangements including employment of security personnel to ensure the protection of all materials, equipment and works from theft, fire, pilferage and any other damages and loss. All materials of the Contractor shall enter and leave the project site with the written permission of the Engineer in the prescribed manner. Inadequate provision in this regard will result in owner making security arrangements at contractor's cost.

## 12.0 EMPLOYMENT OF LABOUR

12.1 The Contractor shall employ on the work only his regular skilled employees with experience of his particular work.

12.2 Contractor's employees shall wear identification badges, safety helmets and applicable protective gear while on work at site.

12.3 In case the owner becomes liable to pay any wages or dues to the labour or to any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition Act or any other law due to act of omission of the Contractor, the Owner may make such payments and shall recover the same from the Contractor's bills. Periodic requirement of furnishing details shall be as per Owners policy shall be included.

12.4 As far as possible unskilled labour shall be engaged from local area of site, as per the local statutory (Labour) requirements, if any.

12.5 The Contractor shall at all time have due regard to the local religious, mythology beliefs, festivals & customs.

12.6 Contractor shall comply with all the provisions of labour, civil, State & Central laws, statutory rules, regulations under the law. In case of his non-compliance with any provision, he will indemnify the owner from and against all liabilities, damages, penalties, demand etc.



- 12.7 The Contractor shall obtain independent license under contract labour (Regulation and abolition act) from the concerned state labour authorities for which necessary certificate (Form 2) shall be issued by an Engineer.
- 12.8 Contractor's Employees: The Contractor shall provide and employ on the site in connection with the execution and maintenance/repair (during defect liability period) of the works the following:
- a) Technical personnel, skilled and experienced in their respective trades and are competent to give proper supervision to the work they are required to supervise and execute. The regular skilled employees with experience of the particular work are expected to be employed by the Contractor.
  - b) Such skilled, semi-skilled labour as is necessary for the proper work strictly as per Specification and timely execution and maintenance of the works. No female labour shall be employed after darkness. No person below the age of 18 Years (eighteen years) shall be employed.
  - c) Where required by Law Regulation of Local or other authority, such personnel shall be duly licensed by the Competent Authority to practice their trades, professions and callings.
  - d) The same technical personnel of the Contractor shall continue till completion of work and if at all it is necessary to withdraw any of the technical personnel of the Contractor to any other site, the same shall be done with written approval of Engineer or Purchaser unless it is a case of resignation.
  - e) If any of the personnel is not found to be performing his services in a manner as expected of him, under the contract, the Contractor on advice from the Engineer shall replace such person(s) at his cost with those acceptable to the Engineer, by mutual agreement.
- 12.9 The Contractor shall be responsible for payment of timely salaries to the said labour/ employees. The Contractor shall also be liable to extend/ provide all the benefits admissible to said labour/ employee under various laws in force.
- 12.10 All travelling expenses including provisions of all necessary transport to and fro from site, lodging allowances and other payments to the Contractor's employees shall be sole responsibility of the Contractor.
- 12.11 DELETED
- 12.12 **EPF**
- The contractor will deduct and deposit EPF of his labour staff/worker as applicable from time to time in his own EPF A/c code and then produce a photocopy of documentary evidence of EPF Challan with each R.A. Bill for the concerned period.
- 13.0 FIRST AID**
- 13.1 The Contractor shall provide necessary first aid facilities for all his employees, representatives and workmen working at the site. Sufficient number of Contractor's personnel shall be trained in administering first-aid.



#### **14.0 CLEANLINESS**

- 14.1 The Contractor shall be responsible for keeping the entire area allotted to him clean and free from rubbish, debris etc., during the period of Contract. The Contractor shall employ enough number of special personnel to thoroughly clean his work-area at least once in a day. All such rubbish and scrap material shall be stacked or disposed in a place to be identified by the Engineer. Materials and stores shall be so arranged to permit easy cleaning of the area. In areas where equipment/machinery/Vehicles might drip oil and cause damage to the floor surface, a suitable protective cover of a flame resistant, oil proof sheet shall be provided to protect the floor from such damage.
- 14.2 Similarly the offices of the Contractor shall be kept clean and neat to the entire satisfaction of the Engineer. Proper hygiene and clean sanitary arrangements shall be provided by the Contractor, in the work-areas and office of the Contractor.
- 14.3 In the event Contractor fails to keep his work area clean, the Engineer shall be free to engage alternate labour, after serving written notice to that effect to the Contractor, to clean up the Contractor's work area and realize the amount spent on this account from the Contractor.

#### **15.0 LINES AND GRADES**

- 15.1 All the works shall be performed to the lines, grades and elevation indicated on the drawings. The Contractor shall be responsible to locate the layout of the works. Basic horizontal and vertical control points will be established and marked by the Engineer at site at suitable points. The Contractor shall inform the Engineer well in advance of the time and places at which he wishes to do work in the area allotted to him so that suitable datum points may be established and checked by the Engineer to enable the Contractor to proceed with his works. Any work done without being properly located may be removed and/ or dismantled by the Engineer at Contractor's expense.

#### **16.0 FIRE PROTECTION**

- 16.1 The work procedures that are to be used during the construction shall be those which minimize fire hazards to the extent practicable. Combustible materials, combustible waste and rubbish shall be collected and removed from the site at least once each day. Fuels, oils and volatile or flammable materials shall be stored away from the construction equipment and materials storage areas in safe containers. Untreated canvas paper, plastic, cement bags or other flammable flexible materials shall not at all be used at site for any other purposes unless otherwise specified. If any such materials are received with the equipment at the site, the same shall be removed and replaced with acceptable materials before moving into the Construction area or storage.
- 16.2 Similarly corrugated paper fabricated cartons, etc. shall not be permitted in the construction area either for storage or for handling of materials. All such materials used shall be water proof and flame resistant type. All the other materials such as working drawings, plans etc., which are combustible but essential shall be protected against combustion resulting from welding sparks, cutting flames and other similar fire sources.
- 16.3 All the Contractor's supervisory personnel and sufficient number of workers shall be trained for firefighting and shall be assigned specific fire protection duties. Enough No. of such trained personnel must be available at the site during the entire period of the Contract.
- 16.4 The Contractor shall provide enough fire protection equipment of the types and number for the warehouses, office, temporary structures, labour colony area, etc. Access to such fire protection equipment shall be easy and kept open at all times. The compliance of the above requirements under fire protection shall in no way relieve the Contractor of any of his



responsibilities and liabilities due to fire accidents occurring other to his materials and equipment or to those of others working in the area.

**17.0 CONTRACTOR'S AREA LIMITS**

17.1 The Engineer will mark out the boundary limits of access roads, parking spaces, storage and Construction area for the Contractor and the Contractor shall not tress-pass the areas not so marked out from him. The Contractor shall be responsible to ensure that none of his personnel move out of the areas marked out for his operations. In case of such a need for the Contractor's personnel to work, out of the areas marked out for him, the same shall be done only with the written permission of the Engineer.

**18.0 CONTRACTOR'S COOPERATION WITH THE OWNER/ PURCHASER**

18.1 In cases where the performance of the construction work by the Contractor affects the operation of the system facilities of the Purchaser, such construction work of the Contractor shall be scheduled to be performed only in the manner stipulated by the Engineer and the same shall be acceptable at all times to the Contractor. It shall be the responsibility of the Contractor to provide all necessary construction power and construction water, temporary instrumentation and other measuring devices required during construction, testing and completion of the works which are constructed by him.

18.2 Deleted.

**19.0 DELETED**

19.1 Deleted

19.2 Deleted

**20.0 MATERIALS HANDLING AND STORAGE**

20.1 All the equipment/materials/items furnished under the Contract and arriving at site shall be promptly received, unloaded and transported and stored in the storage spaces by the Contractor including re-handling re-transporting to construction works.

20.2 Contractor shall be responsible for examining all the consignments and notify the Engineer immediately of any damages, shortage, discrepancy etc. for the purpose of Engineer's information only. The Contractor shall submit to the Engineer every week a report detailing all the receipts during the week. However, the Contractor shall be solely responsible for any shortages or damage in transit, handling and/ or in storage and construction work at the site. Any demurrage, wharf age and other such charges claimed by the transporters, railways etc., shall be to the account of the Contractor.

20.3 The Contractor shall maintain an accurate and exhaustive record detailing out the list of all equipments/materials/machinery received by him for the purpose of construction work and keep such record open for the inspection of the Engineer at any time.

20.4 All the equipment/material/items shall be handled very carefully to prevent any damage or loss. No bare wire rope slings, etc shall be used for unloading and/or handling of the material/items/equipment without the specific written permission of the Engineer. The material/items/equipment stored shall be properly protected to prevent damage either to the material/items/equipment or to the floor where they are stored. The material/items/equipment from the storage shall be moved to the actual location at the appropriate time so as to avoid damage of such material/items/equipment at site.

20.5 DELETED



- 20.6 DELETED
- 20.7 The Contractor shall ensure that all the packing materials, and protection devices used for the various material/items during transit and storage are removed before the construction activities.
- 20.8 The consumable and other supplies likely to deteriorate due to storage must be thoroughly protected and stored in a suitable manner to prevent damage or deterioration in quality by storage.
- 20.9 All the materials stored in the open or dusty location must be covered with suitable weather proof and flame proof covering material wherever applicable.
- 20.10 If the materials belonging to the Contractor are stored in areas other than those earmarked for him, the Engineer will have the right to get it moved to the area earmarked for the Contractor at the Contractor's cost.
- 20.11 The Contractor shall be responsible for making suitable indoor storage facilities to store all materials which require indoor storage. The Engineer, in addition, may direct the Contractor to move certain other materials which in his opinion will require indoor storage, to indoor storage areas which the Contractor shall strictly comply with.
- 20.12 Dismantling work should be done with due diligence so as not to damage the work executed. The dismantled materials / equipment should be handed over to the owner at the storage place & site indicated by the owner.

## **21.0 CONSTRUCTION MANAGEMENT**

- 21.1 The field activities of the contractors working at site will be coordinated by the Engineer and the Engineer's decision shall be final in resolving any disputes or conflicts between the Contractor and other contractors and tradesmen of the Owner regarding scheduling and co-ordination of work. Such decision by the Engineer shall not be a cause for extra compensation or extension of time for the Contractor.
- 21.2 The Engineer shall hold weekly meetings of all the Contractors working at Site, at a time and a place to be designated by the Owners Engineer. The Contractor shall attend meetings and take notes of discussions during the meeting and the decisions of the Owner and shall strictly adhere to that decision in performing his works. In addition to the above weekly meetings, the Owner may call for other meetings either with individual contractors/sub-contractors or with selected number of contractors and in such a case the Contractor, if called, will also attend such meetings.
- 21.3 Time is the essence of the Contract and the Contractor shall be responsible for performance of his works in accordance with the specified construction schedule. If at any time, the Contractor is falling behind the schedule, he shall take necessary action to make good for such delays by increasing his work force or by working overtime or otherwise accelerate the progress of the work to comply with the schedule and shall communicate, such actions in writing to the Engineer, satisfying that his action will compensate for the delay. The Contractor shall not be allowed any extra compensation for such action.
- 21.4 The Engineer shall, however, not be responsible for provision of additional labour and / or materials or supply or any other services to the Contractor.



## **22.0 FIELD OFFICE RECORDS**

- 22.1 The Contractor shall maintain at his site office up to date copies of all drawings, Specification and other Contract Document and any other supplementary data complete with all the latest revisions there to. The Contractor shall also maintain in addition the continuous record of all changes to the above Contract documents drawings, Specification, supplementary data, etc. effected at the field and on completion of his total assignment under the Contract shall incorporate all such changes on the drawings and other engineering data to indicate as installed conditions of the material/item furnished and constructed under the Contract. Such drawings and Engineering data shall be submitted to the Engineer in required number of copies (6 set A0 size copies).

## **23.0 CONTRACTOR'S MATERIALS/EQUIPMENT BROUGHT ON TO SITE**

- 23.1 The Contractor shall bring to site all equipment component, parts, materials, machineries including construction equipment, tools and tackles for the purpose of the works under intimation to the Engineer. The right on all such goods shall, from the time of their being brought shall rest with the Purchaser but may be used for the purpose of the works only and shall not on any account be removed or taken away by the Contractor without the written permission of the Engineer. The Contractor shall be solely liable and responsible for any loss or destruction thereof and damage thereto.
- 23.2 The Owner shall have a lien on such goods throughout the period of contract for any sum or sums which may at any time be due or owing to him by the Contractor, under, in respect of or by reasons of the contract. After giving a 15 (fifteen) days notice in writing of his intention to do so, the Owner shall be at liberty to sell and dispose of any such goods, in such manner as he shall think fit including public auction or private treaty and to apply the proceeds in or towards the satisfaction of such sum or sums due as aforesaid.
- 23.3 After the completion of the works, the Contractor shall remove under the direction of the Engineer, the materials such as construction/ tools and tackles, construction equipment, packing material (like cement bags, packing cartons etc.) which is no more required by the owner for preservation or future need of repair or O&M activities, etc. from the site after written permission of the Engineer. If the Contractor fails to remove such materials, within fifteen (15) days of a notice by the Engineer to do so, then the engineer shall have the liberty to dispose of such materials as detailed in above clause and credit the proceeds thereof to the account of the Contractor.

## **24.0 PROTECTION OF PROPERTY AND CONTRACTOR'S LIABILITY**

- 24.1 The Contractor shall be responsible for any damage resulting from his operation. He shall also be responsible for protection of all persons including members of public and employees of the Purchaser and Engineer and the employees of the Contractors and Sub-Contractors, Solar Power Developer and Wind Power Developer and all public and private property including structures, buildings, other plants and equipment and utilities either above or below the ground.
- 24.2 The Contractor shall ensure provision of necessary safety equipment such as barriers, sign boards, warning lights and alarms, etc. to provide adequate protection to persons and property. The Contractor shall be responsible to give reasonable notice to the Engineer and the Purchaser of public or private property and utilities when such property and utilities are likely to get damaged or injured during the performance of his works and shall make all necessary arrangements with such Purchasers, related to removal and/ or replacement or protection of such property and utilities.



## **25.0 PAINTING**

All exposed metal parts of the equipment including piping, structures, railings etc. wherever applicable, after installation unless otherwise surface protected, shall be first painted with at least one coat of suitable primer which matches the shop primer paint used, after thoroughly cleaning all such parts of all dirt, rust, scales, greases, oils and other foreign materials by wire brushing, scraping or sand blasting, and the same being inspected and approved by the engineer for painting. Afterwards, the above parts shall be finished with two coats of alloyed resin machinery epoxy paints. The quality of the finish paint shall be as per the Indian Standards or equivalent and to be of the colour as approved by the Engineer. Painting procedure shall be as per the Volume II of this tender.

## **26.0 UNFAVOURABLE WORKING CONDITIONS**

26.1 The Contractor shall confine all his field operations to those works which can be performed without subjecting the equipment and materials/ works to adverse effects during inclement weather conditions, like monsoon, storms, water logging, flood, etc. and during other unfavourable working/ construction conditions. No field activities shall be performed by the Contractor under conditions which might adversely affect the quality and efficiency thereof, unless special precautions or measures are taken by Contractor in a proper and satisfactory manner in the performance of such works and with the concurrence of the Engineer. Such unfavourable working/ construction conditions will in no way relieve the Contractor of his responsibility to perform the works as per the schedule.

## **27.0 PROTECTION OF MONUMENTS & REFERENCE POINTS**

27.1 The Contractor shall ensure that any finds such as relic, antiquity, coins, fossils, auspicious tree, plants, etc. which he may come across during the course of performance of his works either during excavation or elsewhere, are properly protected and handed over to the Engineer. Similarly the Contractor shall ensure that the bench marks, reference points etc. which are marked out either with the help of Owner or by the Owner shall not be disturbed in any way during the performance of his works. If any work is to be performed which may disturb such references, the same shall be done only after these are transferred to other suitable location under the direction of the Engineer. The Contractor shall provide all necessary materials and assistance for such relocation of reference points etc.

## **28.0 WORK & SAFETY REGULATIONS**

28.1 The Contractor shall ensure the safety of all the workmen, materials and equipment either belonging to him or to others working at site. The Contractor shall have to provide necessary and adequate safety measures including personal protective equipment and precautions to avoid any accident, which may cause damage to any equipment/ material or injury to workmen. The Owner shall not be responsible for any such accidents. The Contractor shall deploy qualified safety officer at site who shall be responsible for the safety aspects of the site.

28.2 The Contractor will notify the Engineer of his intention to bring on to site any equipment or any container, with liquid or other substance which may create hazard. The Engineer shall have the right to prescribe the conditions under which such equipment or container may be handled and used, during the performance of the works and the Contractor shall strictly adhere to such instructions. The Engineer shall have the right to inspect any construction work, if in his opinion it is unsafe. No claim due to such prohibition shall be entertained by the Purchaser.

28.3 Where it is necessary to provide and/or store petroleum products or petroleum mixture and explosive, the Contractor shall be, responsible for carrying out such provisions and/or storage in accordance with the rules and regulations laid down in Petroleum Act 1934, Explosive Act 1948, and Petroleum and Carbide of Calcium manual published by the Chief Inspector of



Explosives of India. All such storage shall have prior approvals of the Engineer. In case any approvals are necessary from the Chief Inspector of Explosive or any statutory authorities, the Contractor shall be responsible for obtaining the same.

- 28.4 The Contractor shall be responsible for provision of all safety notices and safety equipment required both by the relevant legislations and the Engineer as he may deem necessary.
- 28.5 The Contractor shall be responsible for the storage of his and his Sub-Contractor's materials, tools & plants if any.
- 28.6 Any hazardous material used during construction or used as part of the work has to be taken back by the supplier for recycling or dumping purpose after its operating/ working life, so that it may not affect the environment or any living being. The Contractor shall comply with the State Pollution Board regulation.
- 28.7 The Contractor shall also be responsible for payment of sum as indicated below,

a.	Upon 1st Fatal Accident	<b>1% of the Contract price as awarded, limited to Rs. 50,00,000/-</b>
b.	Upon 2nd Fatal Accident	<b>1.5% of the Contract price as awarded, limited to Rs. 75,00,000/-</b>
c.	Upon 3rd Fatal Accident	<b>2% of the Contract price as awarded, limited to Rs. 1,00,00,000/-</b>
d.	Re-occurrence of Fatal Accident even after 3rd Fatal Accident	<b>2% of the Contract price as awarded, limited to Rs. 1,00,00,000/- per fatal accident</b>

For the purpose of calculation of the aforesaid amounts, 'Contract price, as awarded', shall mean the total Contract Price (EPC Price) of Works for the development of CCTV Surveillance System as per the originally awarded Contract/ Letter of Intent (LOI) (where contract has not been signed) exclusive of any taxes & duties.

**29.0 ELECTRICAL SAFETY REGULATIONS**

- 29.1 In no circumstances will the Contractor interfere with switchgear, fuses and any other electrical equipment belonging to the Purchaser.
- 29.2 Before the Contractor connects any electrical appliances to any plug or socket belonging to the Purchaser, he shall: Satisfy the Engineer that the appliances are in good working condition. Inform the Engineer of the maximum current rating, voltage and phases of the appliances. Obtain permission of the Engineer detailing the socket to which the appliances may be connected.
- 29.3 The Engineer will not grant permission to connect until he is satisfied that: The appliance is in good condition and is fitted with suitable plug. The appliance is fitted with a suitable cable having two earth conductors, one of which shall be earthed metal sheath surrounding the cores.
- 29.4 No electric cables/wires in use by the Contractor/Purchaser shall be disturbed without prior permission. No weight of any description shall be imposed on any such cable and no ladder or similar equipment shall rest against or be attached to it. Jointing of cables and wires is not permitted.
- 29.5 No work shall be carried out on any live equipment. The equipment must be made safe and a permit to work issued by the Engineer should be obtained before any work is carried out.



29.6 The Contractor shall employ the necessary number of qualified, full time electricians to maintain his temporary electrical installation.

29.7 DELETED

### **30.0 FOREIGN PERSONNEL**

30.1 The Contractor shall submit to the Purchaser list on all foreign personnel he proposed to deploy for the performance of the works under the Contract, at least sixty (60) days prior to their departure to India. Such data will include for each person, the name, his present address, his assignment and responsibility in connection with the works, and a short resume of his qualification, experience etc., in relation to the work to be performed by him.

30.2 Any person unsuitable and unacceptable by the Purchaser shall not be deployed at site. Any person deployed at site if found unsuitable or unacceptable by the Purchaser, the Contractor shall within a reasonable time make alternative arrangements for providing a suitable replacement and repatriation of such unsuitable personnel.

30.3 No person deployed at site for the purpose for the works shall be repatriated without the consent of the Purchaser in writing based on a written request from the Contractor for such repatriation giving reasons for such an action to the Engineer. The Purchaser may give permission for such repatriation provided he is satisfied that the progress of work will not suffer due to such repatriation.

30.4 The cost for passports, visas and other travel expenses to and from India incurred by the Contractor shall be to his account. The Purchaser will not provide any residential accommodation and/or furniture for any of the Contractor's personnel including foreign personnel and the Contractor shall make his own arrangements for such facilities.

30.5 The Contractor and his expatriate personnel shall respect all Indian Acts, laws, rules and regulations and shall not in any way, interfere with Indian Political and religious affairs and shall conform to any other rules and regulations of the Government of India, the Purchaser and the Engineer may establish from time to time on them. The Contractor's expatriate personnel shall work and live in close cooperation and coordination with other co-workers and the community and shall not engage themselves in any other employment either part time or full time nor shall they take part in any local politics.

30.6 DELETED

### **31.0 CODE REQUIREMENTS**

31.1 The construction requirements and procedures to be followed during the construction of CCTV Surveillance System shall be in accordance with the relevant Indian Regulations, BSS, ASME codes and accepted good engineering practice, the Engineer's drawings and other applicable Indian recognized codes and the laws and regulations of the Government of India.

### **32.0 FACILITIES TO BE PROVIDED BY THE OWNER/ PURCHASER**

32.1 The following facilities alone shall be provided by the Owner to the Contractor for execution of this work. Any other facility, whatsoever required to complete the works shall be arranged by the Contractor within the contract price.

#### **32.2 Space**

32.2.1 The Contractor shall advise the Purchaser within seven (7) days from the date of acceptance of the Letter of Intent, about his exact requirement of space for his office, canteen, storage



area, pre-assembly, toilets, etc., the above requirement shall be reviewed by the Engineer and available open space will be allotted to the Contractor for erection of his temporary structures like office, storage sheds, and other utilities, etc., for his own as well as his Sub-Contractor's use. No space will be provided by the Purchaser for the Contractor's labour. All facilities for labour housing shall be the sole responsibility of the Contractor. The balance requirement of space over and above what is allotted by GIPCL shall be met by the Contractors through his own means.

32.2.2 Available open space shall be provided to the Contractor for storage of materials during the period of storage and construction. The bidder shall visit the site and if required shall make his own arrangement for extra space if required at his cost. Bidder shall indicate the storage space requirements in his offer and this shall be discussed and finalized subject to availability.

32.2.3 The Contractor shall make proper arrangement for safe storage and protection of the equipment/materials during storage and construction till completion of all works.

### 32.3 Electricity

32.3.1 As the Project Construction activities cannot be confined to a particular point and non-availability of any STU substation nearby, the Contractor shall arrange the construction power through DG sets to meet their construction need at their own cost. The Contractor shall make his own distribution arrangement to the spots of requirements including required electrical power distribution board with electrical protection including ELCBs. All initial installation and distribution costs for construction power shall be borne by the contractor. Statutory approvals required for DG set and payment of electricity duty shall be in the scope of the Contractor.

32.3.2 All temporary wiring must comply with safety erection regulations and shall be subjected to Engineers inspection/ approval before connection to supply. The non-availability of supply or its quality shall not be cited as hindrance of work execution.

### 32.4 Water

The Contractor shall make his own arrangement for water for construction & drinking purposes (or any other purpose required by contractor).

### 32.5 Construction Tools and Equipment

32.5.1 The Purchaser/Owner shall not be responsible or held liable for any damage to person or property consequent upon the use, misuse or failure of any construction tools and equipment used by the Contractor or any of his Sub-Contractors, such construction tools and equipment may be furnished, rented or loaned to the Contractor or any of his Sub-Contractors.

32.5.2 The acceptance of such construction tools and equipment by the Contractor or his Sub-Contractors shall be construed to mean that the Contractor accepts all responsibility for and agrees to indemnify and save harmless the Purchaser from any and all claims for said damages resulting from said use, misuse or failure of such construction tools and equipment.

### 33.0 CLOSING OF SITE OFFICE

33.1 After completing the works at site, the contractor shall remove all temporary works constructed by him as identified by the Owner and hand over back to the Owner the balance clear space & un-dismantled closed space as constructed. No cost shall be paid for the sheds handed over to the owner after closing of the office / storage yard.

33.2 The contractor shall remove all construction equipment brought by him to site for execution of the contract as directed by the owner within the time limits to be stipulated then by the owner, failing which site rent at applicable rates shall be intimated and levied on the Contractor.



33.3 All the balance supplies left over after completing the construction works & belonging to the Owner shall be deposited and stacked in the stores as instructed by the Owner.

33.4 Unless all material are removed and clear space is handed over back to the owner, the final bill payment as well as release of contract performance security shall not be considered by the owner.

33.5 On completion of the construction activities the contractor shall return the labour license to the Labour Commissioner and submit a proof of having cancelled the labour license to the owner.

#### **34.0 DEFECTIVE WORKS**

34.1 If the works or any portion thereof shall be damaged in any way except by the acts of the Purchaser, or if defects not readily detected by prior inspection shall develop before the final completion and acceptance of the whole work, the Contractor shall forthwith make good, without compensation, such damage or defects in a manner satisfactory to the Purchaser/Engineer. In no case shall defective or imperfect work be retained.

#### **35.0 DEFECT LIABILITY**

35.1 The Contractor must warrant that the facilities (CCTV Surveillance System) or any part thereof shall be free from defects in the design, engineering, materials and workmanship of the facility and material/items supplied and of the work executed. **The period of defect liability is 24 months from the date of commissioning of the CCTV Surveillance System by the Owner/GIPCL.**

35.2 If it shall appear to the authorized representative of the Company that any supplies have been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the Contractor for the execution of Contract are unsound or otherwise not in accordance with the Contract, the Contractor shall on demand in writing inform the authorized representative of the Company specifying the item, materials or articles complained of, notwithstanding that the same may have been inadvertently or otherwise passed, certified and paid for. The Contractor shall forthwith rectify or remove and replace that item so specified and provide other proper and suitable materials or articles at its own charge and cost, and in the event of failure to do so within a period to be specified by the authorized representative of the Company in its demand aforesaid, the Project Manager may on expiry of notice period rectify or remove and re-execute the time or remove and replace with others, the materials or articles complained of as the case may be at the risk and cost in all respects of the Contractor. The decisions of the authorized representative of the Company as to any question arising under this Clause shall be final and conclusive.

35.3 If during the Defect Liability Period any defect found in the design, engineering, materials and workmanship of the Facility and material/items supplied or of the work executed by the Contractor, the Contractor shall promptly, in consultation and agreement with GIPCL regarding appropriate remedying of the defects, and at its cost, repair, replace or otherwise make good (as the Contractor shall, at its discretion, determine) such defect as well as any damage to the Facilities caused by such defect.

35.4 GIPCL shall give the Contractor a notice stating the nature of any such defect together with all available evidence thereof, promptly following the discovery thereof. GIPCL shall afford all reasonable opportunity for the Contractor to inspect any such defect.

35.5 GIPCL shall provide the Contractor all necessary access to the Site to enable the Contractor to perform its obligations.



- 35.6 The Contractor may, with the consent of the Company, remove from the Site any Plant and Equipment or any part of the Facilities that are defective, if the nature of the defect and/ or any damage to the Facilities caused by the defect is such that repairs cannot be expeditiously carried out at the Site.
- 35.7 If the repair, replacement or making good is of such a nature that it may affect the performance of the CCTV Surveillance System or any part thereof, the Company may give to the Contractor a notice requiring that tests of the defective part of the CCTV Surveillance System shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests.
- 35.8 If such a part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the CCTV Surveillance System such tests. The tests, in character, shall in any case be not inferior to what has already been agreed upon by GIPCL and the Contractor for the original part of the Facilities (CCTV Surveillance System).
- 35.9 If the Contractor fails to commence the work necessary to remedy such defect or any damage to the Facilities caused by such defect within a reasonable time (which shall in no event be considered to be less than seven (7) days), the Company may, following notice to the Contractor, proceed to do such work, and the reasonable costs incurred by GIPCL in connection therewith shall be paid to GIPCL by the Contractor or may be deducted by the Company from any monies due to the Contractor or claimed under the Performance Guarantee, without prejudice to other rights, which GIPCL may have against the Contractor in respect of such defects.
- 35.10 If the Facilities (CCTV Surveillance System) or any part thereof cannot be used by reason of such defect and/ or making good of such defect, the Defect Liability Period of the Facilities or such part, as the case may be, shall be extended by a period equal to the period during which the Facilities or such part cannot be used by the Company because of any of the aforesaid reasons. Upon correction of the defects in the Facilities or any part thereof by repair/ replacement, such repair/ replacement shall have the defect liability period of twelve (12) months from such replacement.
- 35.11 In addition, after defect liability period, the contractor to extend the warranty from electrical, mechanical, Control & Instrumentation items as per OE's recommendation and transfer the Warranty in the name of GIPCL.

### **36.0 PROGRESS PAYMENT FOR SITE WORK**

- 36.1 All progressive payments for construction works shall be based on milestone progress achieved. The Contractor shall submit a detailed schedule for such milestones which shall be mutually discussed and agreed between Purchaser and Contractor.
- 36.2 The Contractor shall not demand nor be entitled to receive payment for the work or portion thereof, except in the manner set forth in his 'Contract' and only after the Purchaser/ Engineer shall have given a certificate for such payment.

### **37.0 FACILITIES TO BE PROVIDED BY THE CONTRACTOR**

#### **37.1 TOOLS, TACKLES AND SCAFFOLDINGS**

- 37.1.1 The Contractor shall provide at his own expense, all the construction equipment, machineries, erection tools, machine tools, power tools, tackles, hoists cranes, derricks, cables sling, skids, scaffolding, work benches, tools for rigging, cribbing and blocking, welding machines, preheating and stress relieving equipment, and all associated protection equipment, instruments, appliances, materials and supplies required for unloading, transporting, storing,



construction, testing and completion that may be required to accomplish the work under the Contract unless otherwise to final determination of the Purchaser/ Engineer. He shall submit a list of all such material to the Purchaser/ Engineer before the commencement of construction at 'site'. These tools and tackles shall not be removed from the 'site' without the written permission of the Purchaser/ Engineer.

- 37.1.2 The Contractor shall also furnish all necessary expandable devices like anchors, grinding and abrasive wheels, hacksaw blades, taps, dies, drills, reamers, chisels, files, carborundum stones, wire brushes, necessary scaffolding, ladders, wooden planks, timbers, sleepers and consumable materials like oxygen, acetylene, argon, lubricating oils, fuels, greases, cleaning fluids, graphite powder and flakes, fasteners, gaskets, temporary supports, stainless steel shims of various thickness as required, cotton waste, cheese cloth and all other miscellaneous supplies of every kind required for carrying out the work under the 'Contract'.
- 37.1.3 The Contractor shall provide all reasonable facilities including tools, personnel, etc., and ensure co-ordination with the Purchaser/ Engineer to enable them to carry out all supervision, measurements, checks etc., in a satisfactory manner.
- 37.1.4 The Contractor shall inform the Purchaser about arrival of all tools, tackles and other materials. The Contractor shall not dispose or transport or withdraw any tools, tackles, equipment and material provided by him for the 'Contract' without taking prior written approval from the Purchaser/Engineer, and the Purchaser/ Owner at all times shall have right to refuse permission for disposal, transport or withdrawal of tools, tackles, equipment and materials, if in his opinion, the same will adversely affect the efficient and expeditious completion of the 'Work'.

## **38.0 COMMUNICATION**

- 38.1 The Contractor shall make his own arrangement for all his communication needs such as mobile, Internet Connectivity, telephone; telex etc., at his site office.

## **39.0 INSURANCE**

- 39.1 In addition to the conditions covered under the clause entitled "Insurance", the following provisions shall also apply to the portion of the works to be done beyond the Contractor's own or his Sub-Contractor's manufacturing works. Comprehensive insurance of equipment/ materials/or any other items during construction and completion works, workmen's Compensation Insurance, comprehensive Automobile insurance and Comprehensive General Liability Insurance shall be the responsibility of the Contractor. Contractor shall generally take the insurance from nationalized insurance companies.

## **39.2 WORKMEN'S COMPENSATION INSURANCE**

The insurance shall protect the Contractor against all claims applicable under the workmen's compensation Act 1948 (Government of India). This policy shall also cover the Contractor against claims for injury, disability, disease or death of his or his Sub-Contractor's employees, which for any reason are not covered under the workmen's compensation Act, 1948. The liabilities shall not be less than:

Workmen's compensation: As per statutory provisions

Employee's liability : As per statutory provisions

Recoveries will be made from Contractor's bills for any liability for the accident and refund shall be considered later after the claim is fully settled by the insurance authorities.

## **39.3 COMPREHENSIVE AUTOMOBILE INSURANCE**



The insurance shall be in such a form to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the Purchaser's men and damage to the property of others arising from the use of motor vehicles during on or off the site operations, irrespective of the ownership of such vehicles. The liability covered shall be as per Motor Vehicles Act.

#### **39.4 COMPREHENSIVE GENERAL LIABILITY INSURANCE**

39.4.1 This insurance shall protect the Contractor against all claims arising from injuries, disabilities, diseases or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, his agents, his employees, his representative and Sub-Contractors or from riots, strikes and civil commotion. This insurance shall also cover all the liabilities of the Contractor arising out of the clause 47.0 entitled "Defense of Suits" under Section – 4 General Terms and Conditions of Contract.

39.4.2 The hazards to be covered will pertain to all the works and areas where, the Contractor, his Sub-Contractors, his agents and his employees have to perform work pursuant to the Contract.

#### **39.5 FIRE INSURANCE**

39.5.1 Unless otherwise instructed by the Purchaser/ Engineer, the Contractor shall, on signing the 'Contract', insure the works and keep them insured until the completion of the 'Contract' against loss or damage by fire, with the Company to be approved by the Purchaser/Engineer, in the joint names of the Purchaser and the Contractor for such amount and for any further sum, if called upon to do so by the Purchaser/Engineer, the premium of such further sum being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Purchaser only and shall not cover any property of the Contractor or any Sub-Contractor, or his employees. The Contractor shall deposit the policy receipts for the premium with the Purchaser/Engineer within twenty one (21) days from the date of signing the 'Contract' unless otherwise instructed by the Purchaser/Engineer. In default of the Contract insuring as provided above, the Purchaser may so insure and may deduct the premiums paid from any money due, or which may become due to the Contractor. The Contractor shall, as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same conditions of 'Contract'. The Contractor will arrange all the replacement material damaged during fire accident if any without for finalization of his claim with insurance Company. The claim received if any will be passed on to the Contractor.

39.5.2 The above are only illustrative list of insurance covers normally required and it shall be the responsibility of the Contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all his liabilities either direct or indirect, in pursuance of the Contract.

#### **40.0 DELETED**

#### **41.0 MODIFICATIONS**

41.1 The Contractor shall carry out all modifications at site as directed by the Purchaser/Engineer to complete the work covered in this Contract. It is the responsibility of the Contractor to get the prior approval for such modifications from the Purchaser/ Owner before such works are taken final.

#### **42.0 HANDING OVER OF MATERIAL**



42.1 In the event of the Contractor being prevented by causes not attributable to him from proceeding with construction or from completing construction before he withdraws from the site he shall hand over to the Purchaser for safe keeping during his absence such Contract material that he is usable to construct, and the Purchaser will furnish a receipt for material so handed over.

42.2 DELETED

#### **43.0 WASTE MATERIALS & DE MOBILISATION**

43.1 All waste materials as decided by the site Engineer should be let out of the compound at Contractor's cost and the Contractor should keep the site always clean during progress of work.

43.2 On Completion of work, the Contractor shall promptly demobilize from the site and leave the place within two months from the date of handing over of site to GIPCL, in a manner, as directed by the owner/ Engineer.

#### **44.0 INCIDENTAL WORKS**

44.1 All the works such as cleaning, checking, leveling, assembling, temporary erection for alignment, dismantling of certain equipment for checking and cleaning, preparation, fabrication of plates/ sheets, tubes and pipes as per general engineering practice at site, cutting, gauging, grinding, straightening, filling, chipping, drilling, reaming, lapping, shaping, fitting, etc. and minor civil works as incidental to the construction and necessary to complete the work satisfactorily shall be carried out by the Contractor's workers at no extra cost, to the Owner.

#### **45.0 LIABILITY FOR ACCIDENTS AND DAMAGE**

45.1 In EPC contract the contractor shall be entirely responsible for all loss, damage or depreciation to the facility (CCTV Surveillance System) until the facility has been constructed at the site as decided by the Engineers.

45.2 The Contractor shall, during the progress of the work, properly cover up and protect the work from injury by exposure to the weather, and shall take every reasonable, proper, timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries thereto which until the same be, occasioned by the acts or omissions of the Contractor or his workmen or Sub-Contractors and all losses and damages to the work arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the Contractor and to the reasonable satisfaction of the Engineer.

45.3 Until the work shall be or deemed to be taken over as aforesaid, the Contractor shall also be liable for and shall be deemed to have indemnified the Purchaser in respect of all damage or injury to any person or to any property of the Purchaser or of others occasioned by the negligence of the Contractor or his workmen or Sub-Contractors or by defective design, work or material, but not otherwise.

45.4 Provided that the Contractor shall not be liable under the Contract for any loss or profit or loss of Contracts or any claims made against the Purchaser not already provided for in the Contract, nor for any damage or injury caused by or arising from the acts of the Purchaser or of others, or (save as to damage by fire as hereinafter provided) due to circumstances over which the Contractor has no control, nor shall his total liability for loss, damage or injury exceed the total value of the Contract.



- 45.5 The Contractor shall be deemed to have indemnified and save harmless to the Purchaser against all actions, suits, claims, demands, costs or expenses arising in connection with injuries suffered prior to the date when the works shall have been taken over by person employed by the Contractor or his Sub-Contractor on the works whether under the general law or under the Workmen's Compensation Act VIII of 1923, or any other statute in force on the date of the Contract dealing with the question of the liability of Owner for injuries suffered by employees and to have taken steps properly to insure against any claims there under.
- 45.6 On the occurrence of an accident which results in the death of any of the workmen employed by the Contractor or which is so serious as to be likely to result in the death of any such workmen, the Contractor shall, within 24 hours of the happening of such accident intimate in writing to the Engineer, the fact of such accident. The Contractor shall indemnify the GIPCL against all loss or damage sustained by the GIPCL resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or fines if any payable by the GIPCL as a consequence of the GIPCL's failure to give notice under the workmen's Compensation Act or otherwise, to conform to the provision of the said act in regard to such accident.
- 45.7 In the event of any claim being made or action brought against the Purchaser involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under this clause, the Contractor shall be immediately notified thereof and he shall, with the assistance if he so requires of the Purchaser, but at the sole expense of the Contractor conduct all negotiations for the settlement of the same or of any litigation that may arise there from. In such case, the Purchaser shall, at the expense of the Contractor, afford all available assistance for any such purpose.
- 45.8 In the event of an accident in respect of which compensation may become payable under the Workmen's Compensation Act VIII of 1923, whether by the Contractor or by the Government as Principal, it shall be lawful for the Owner to retain out of money due and payable to the Contractor such sum or sums of money as may, in the opinion of the Engineer, but sufficient to meet such liability. The opinion of the Owner shall be final in regard to all matters arising under this clause.
- 45.9 Safety instructions issued by the HSE (Health Safety and Environment) authorities/ such authorized personnel of GIPCL shall be adhered by the Contractor.
- 46.0 NIGHT WORK**
- 46.1 The Contractor may work during the night hours to complete the work. Engineer may consider granting permission for working during night hours, if he considers it essential in order to complete the work in the stipulated time, on a specific request by the Contractor. Night work shall not entitle the Contractor to any extra payment. Where night work is in progress sufficient lights shall be provided by the Contractor at his cost, to safeguard the workmen and the public and he shall take suitable precautions to prevent accidents. Excavated areas shall be barricaded and provided with red lights as a caution to prevent accidental falls. As the Project site is located in defense sensitive area near to International Border, any approval/clearance from Army/BSF/Police/Govt. Authority for working during night hours shall be in scope of Contractor.
- 47.0 SUBLETTING OF CONTRACT**
- 47.1 The contract is not transferable. No part of the contract shall be sublet without the written permission of the Owner / Owner's representative.
- 48.0 CONTRACT QUALITY ASSURANCE**
- 48.1 The Contractor shall submit immediately after the issue of LOI, the Quality Assurance Program containing the overall quality management and procedures which he proposes to



follow in the performance of the works during various phases as detailed in relevant clauses of the "Technical Specification and Scope of supply and Work" covered in this Specification and this Quality assurance program will be reviewed by the OWNER.

#### **49.0 PENALTY FOR THE VIOLATION OF FACTORY ACT & RULES**

49.1 The contract is liable for termination, if any of the provisions of the factory act and the rules there-under is violated. Contractors obligations to ensure security for the project shall be complied with.

#### **50.0 FIELD ENGINEERING CLARIFICATIONS**

50.1 The Contractor shall provide all necessary field engineering clarifications to the Owner/Purchaser for the overall engineering and performance of the facility (CCTV Surveillance System) developed by the Contractor.

#### **51.0 CLEANING AND SERVICING**

51.1 Upon completion of the work, the Contractor shall remove from the vicinity of the work all plant, buildings, rubbish unused materials, concrete forms and other materials, belonging to him or used under his discretion, during construction and in the event of his failure to do so, the same will be removed by the Purchaser and the relevant expenditure recovered from the Contractor.

51.2 Deleted.

#### **52.0 IMPLEMENTATION AND FIELD QUALITY PLANS**

52.1 It will be the responsibility of the Contractor to ensure that the construction activities of CCTV Surveillance System is being carried out according to the quality plans and standard practice/instructions as given by the Owner. In case of any deviations noticed in performing the construction activities in accordance with such quality plan etc., the Contractor shall forthwith inform the Owner/Purchaser of such deviations. However the Contractor shall be fully responsible for any consequential liability.

52.2 Deleted

#### **53.0 TOKENS FOR LABOUR**

53.1 The Contractor must issue tokens to his workers in the prescribed form and subject to such conditions as pre-scribed by the Owner in charge and enter the list of persons holding such tokens in a separate register. The Contractor must maintain details of the men employed by him for each work in this register. This register must be produced for inspection by the GIPCL's officers as and when required.

53.2 Except on specific permission of the Engineer in charge shall the Contractor's workmen enter into the parts of the RE Park, where they have normally no works to do. Any violation of this condition by the Contractor's workmen will be considered as trespass and dealt with accordingly.

53.3 The Contractor will be held responsible for the theft of any materials belonging to the GIPCL if found detected in the Subcontractor's Lorries plying within the RE Park.

#### **54.0 PURCHASER'S LIEN ON EQUIPMENTS**

54.1 The Purchaser shall have lien on all materials or items or equipment including those of the Contractors brought to the site for the purposes of construction, testing and completion of the



works (CCTV Surveillance System). The Purchaser shall continue to hold the lien on all such material/items/equipment till final acceptance of Work. No material/item/equipment brought to the site shall be removed from the site by the Contractor and / or his Sub-Contractors without the prior written approval of the Engineer.

#### **55.0 INSPECTION, TESTING AND INSPECTION CERTIFICATES**

55.1 The provisions of the clause entitled "Inspection, Testing and Inspection Certificates" under the Technical Conditions of the Contract shall also be applicable to the construction portion of the works. The Engineer shall have the right to re-inspect any material or portion of works though previously inspected and approved by him, at the Contractor's works, before and after the same are constructed at site. If by the above inspection, the Owner rejects any material/portion of work the Contractor shall make good for such rejections either by replacement or modifications/ repairs as may be necessary, to the satisfaction of the Engineer. Such replacements shall also include the replacements or re-execution of such of those works of other Contractor and/ or agencies, which might have got damaged or affected by the replacements or re-work done to the Contractor's work.

#### **56.0 PHOTOGRAPHS AND PROGRESS REPORT**

56.1 The monthly progress report detailing out the progress achieved on all construction activities as compared to the schedules. The report shall also indicate the reasons for the variance between the schedule and actual progress and the action proposed for correction wherever necessary.

56.2 The Contractor shall furnish three (3) prints each; of photographs showing milestone activity at site to the Owner. Photographs shall be taken as and when required and shall be submitted quarterly for progress review. Photographs shall be adequate in size and number to indicate various stages of construction. Each photograph shall contain the date, the name of the Contractor and the title of the photograph.

56.3 In addition to the above, the construction work of critical part of facility (CCTV Surveillance System) is to be video-graphed and provided to the Purchaser in the Compact Disc (CD)/USB Pen drive for future reference.

#### **57.0 A WRITTEN STATEMENT BY THE CONTRACTOR STATING THAT HE WILL FULLY MEET THE REQUIREMENTS OF THE SPECIFICATION SHALL BE GIVEN IN THE AGREEMENT SIGNED BY THE CONTRACTOR**

The Contractor shall submit the following before the commencement of work:

- a) To furnish details of special precautions and instructions to be followed and checklist for construction, testing and completion of the facility (CCTV Surveillance System).
- b) To furnish all required drawings, documentation for construction, testing and completion of the works. Instructions regarding storage, handling, precautions etc., and checklists at various stages till the work is completed.
- c) Time schedule for design, supply, testing and completion of work is to be furnished, taking into account the time schedule given by GIPCL.

**58.0** Safety and security of material and equipment during contract period is the responsibility of the contractor.