



**GIPCL –RFP FOR SELECTION OF O&M CONTRACTOR FOR 15 MW  
KOTADAPITHA WIND FARM**

**GUJARAT INDUSTRIES POWER COMPANY LIMITED**



**VOLUME – II**

**GENERAL CONDITIONS OF CONTRACT**

**Tender No: GIPCL/O&M/Contractor/15MW/Kotadapitha Wind  
Farm/2023**

**PO: RANOLI, DIST. VADODARA – 391 350, GUJARAT, INDIA.  
Web site: [www.gipcl.com](http://www.gipcl.com)**



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## **SECTION – I**

### **DEFINITIONS AND INTERPRETATION**

#### **1. DEFINITION & INTERPRETATION:**

##### **1.1 Definition:**

In the contract (as hereinafter defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

**Acts / Codes** shall mean, but not limited to the following, including the latest amendments, and/or replacements, if any :-

1. Electricity Act, 2003 with amendments thereto if any.
2. A.I.E.E Test Codes.
3. American Society of Testing of Materials (ASTM Codes).
4. Relevant Standards of the Bureau of Indian Standards (IS Codes).
5. Arbitration and Conciliation Act, 1996 and Rules made there under.
6. Environment (Protection) Act, 1986 and Rules made there under.
7. Other approved Standards and/or Rules and Regulations touching the subject matter of the Contract.

**Applicable Laws** means any statute, law, regulation, ordinance, rule, judgment, order, decree, restriction, directive, governmental authorizations, requirements of Applicable Permits and any agreements, decisions, acts, instructions, requirements, directions and notifications of the competent authority having jurisdiction over the matter in question, whether in effect as of the date of Contract Agreement or thereafter.

**ABT** shall mean Availability Based Tariff

**Bid and Bid Document** shall mean RFP Document, the proposal submitted by the Bidder in response to this RFP in accordance with the terms and conditions hereof.

**Bidder/operator/Contractor** shall mean the Bidding Entity which has submitted a proposal, in response to this RFP to Owner.

**Bidding Entity** shall mean a single entity, whether a firm or a Company.

**CONTRACT** shall mean Purchase Order/Work Order/Contract and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto.

**CT** means current transformer meant for measurement of current

**C&R Panel** means relay and control panel.

**CEIG** means Chief Electrical Inspector of State Government



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**CRM** means Customer Relations Manager

**DISCOM** means “Concerned Distribution Utility of the State”.

**Effective Date / Zero Date** shall mean the date of issue Letter of Intent (LOI).

**Facility** means land, wind turbine, generator, sub-station, power evacuation system.

**GIPCL/OWNER** shall mean Gujarat Industries Power Company Limited having its registered office at PO: Ranoli– 391 350, Dist. Vadodara, Gujarat. India. The term GIPCL includes successor, assigns of GIPCL.

**Interconnection** shall mean the point of connection of Power evacuation system at the point of connection of pooling sub-station at 66 KV level with state grid

**kW / MW** means Kilo Watt / mega Watt.

**kWh** means Kilowatt Hours

**LCS** means Local Control System.

**Metering Point** means the point at which the State Power Utility / Electricity Board measures the quantity of energy supplied to its grid.

**Machine Availability** means the period for which the WEG is in the state of power generation and remains available in healthy condition irrespective of wind condition.

**MBD** means Machine Break Down for insurance purpose.

**MNRE** means “Ministry of New & Renewable energy Sources, Government of India”.

**Nacelle Assembly** means set of generating equipment consisting of Gear Box and generator.

**O&M** shall mean Operation & Maintenance of Wind Power Project which inter alia includes provisions of manpower, spares, special tools & tackles and cranes or such materials / equipment that may be required for maintaining the WEGs in operation.

**PLC** shall mean Programmable Logic Controller

**PLF/CUF** shall mean Generation from each WTG.

**PT** means potential transformer meant for measurement of Voltage.

**PPA** shall mean Power Purchase Agreement with DISCOMs / M/s.Gujarat Urja Vikas Nigam Limited (GUVNL) by Owner/GIPCL.



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**Prudent Utility Practice** means accepted international / Indian practice(s) standard (S), engineering and operation considerations, taking into account the conditions prevalent at Site including manufacturer's recommendations generally followed in the operation and maintenance of facilities similar to the power plant.

**Reactive Power** shall mean the Reactive Power drawn from the grid and charged by the Power utility from the Owner and measured in KVARh.

**SCADA** shall mean Supervisory Control and Data Acquisition

**SEB** shall mean State Electricity Board.

**SLDC** shall mean State Load Dispatch Centre

**Stabilization Period** of Wind farm means time required for corrective actions based on Audit conducted for fine tuning of the WEGs and is considered as 60 days after 15 days from the date of issuance of LOI for whole wind farm from date of issuance of LOI.

**TRANSCO** means "State Transmission Company or Corporation"/ "GETCO".

**VAR** means reactive power.

**VCB** means Vacuum Circuit Breaker

**WEG / WTG** shall mean Wind Electric Generator/ Wind Turbine Generator.

The '**Owner**' shall mean the Gujarat Industries Power Company Limited (GIPCL), a Company incorporated under the Companies Act, 1956 having its registered office at PO: Ranoli, Dist. Vadodara - 391 350, Gujarat, India or any other place as modified subsequently and shall include its Administrative Officers authorized to deal with these presents are concerned on his behalf posted in the any of the Offices of GIPCL and shall also include Owner's successors and assignees.

The '**Tender**' shall mean the tender submitted by the tenderer for acceptance by the Owner.

The '**Contractor**' shall mean the person or persons, firm or company whose tender has been accepted by owner and includes the contractor's legal representatives, his successors and permitted assigns.

The '**Sub-contractor**' shall mean any person or firm or company (other than the contractor to whom any part of the work has been entrusted by the contractor, with the written consent of the owner or his representative and the legal representatives, successors and permitted assignee of such person, firm or company.

The '**Engineer-in-Charge**' shall mean the person nominated by the Owner from time to time and shall include those who are expressly authorized by the



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Owner to act for and on his behalf for all function pertaining to operation of this contract. All functions pertaining to the operation of contract means all acts necessary for execution of the contract coordinating between the different agencies and final closing of the contract.

The **‘Works’** shall mean and include all works to be executed in accordance with the contract or part thereof as the case may and shall include all extras, addition, altered or substituted works as required for the purpose of the contract or as may be required to be executed by the owner/ engineer-in- charge.

The **‘Contract’** shall mean the agreement between the Owner and the contractor for the execution of the works including therein all documents such as the invitation to tender, instructions to Tenders, General Conditions of Contract, Special Conditions of Contract, Job Specifications, General Requirements, Time Schedule of Completion of Job, Documents/Drawings , Letter of Intent awarding the work, Agreed variations, if any etc.

The **‘Contract Document’** shall mean collectively the tender documents, designs, drawings specifications, agreed variations, if any and other documents constituting the tender and acceptance thereof.

**‘Temporary Works’** shall mean all temporary works of every kind required in or about the execution, completion or maintenance of the works.

**‘Specifications’** shall mean all directions, various technical specification, provisions, and requirements, attached to the contract if any, which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and the materials to be furnished under the contract for the work or works as may be amplified or modified by the Owner or the Engineer-in-charge during the performance of Contract in order to provide the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition including all addenda/ corrigenda or relevant Indian Standard Specifications and other relevant codes.

**‘Site’** shall mean the lands and other places on, under in or through which the permanent works are to be carried out and any other lands or places provided by the owner for the purpose of the contract.

**‘Notice in writing or written Notice’** shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

The **‘Final Certificate’** in relation to the work shall mean the certificate regarding the satisfactory compliance of the various provisions of the contract to be issued by the owner or his representative after the period of liability is over.

**‘Approved’** shall mean approved in writing including subsequent written confirmation of previous verbal approval and ‘Approval’ means approved in writing including as aforesaid.





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The **'Period of Liability'** in relation to a work means the specified period from the date of issue of completion certificate up to the date of issue of final certificate which the contractor stands responsible for rectifying all defects that may appear in the works.

The **'Appointing Authority'** for the purpose of arbitration shall be the Chairman or Managing Director of GIPCL or any other person so designated by him.

**'Letter of Intent'** shall mean intimation by a letter to tenderer that the tender has been accepted in accordance with the provisions contained in the letter.

**'Days'** means a day of 24 hours from mid night irrespective of the number of hours worked in that day.

**'Working Day'** mean any day which is not declared to be holiday or rest day by the Owner.

**'Week'** means a period of any consecutive seven days.

**'Metric System'**: All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out accordingly to the metric system. All documents concerning the work shall also be maintained in the metric system.

**'Value of Contract'** shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and / or the contract rates as payable to the contractor for the entire execution and full completion of the work.

**'Headings and Marginal Notes'** in these contract documents are given solely for facility of reference and are not part of the contract documents and are not to be taken into account in the interpretation of the provisions of the contract.

**'Language for Drawings & Instruction'**: All the drawings, titles, notes, instruction, dimensions etc. shall be in English Language.

**'Singular and Plural'**: The singular shall include the plural and vice versa wherever the context so requires.

## SECTION - II

### GENERAL INSTRUCTIONS TO TENDERERS

#### 2. SUBMISSION OF TENDER:

- 2.1. The tender documents shall be in 2 parts viz. Technical Bid and Price Bid.

Technical Bid and EMD along with Tender fee should be put in separate sealed cover and marked with the tender reference and name of the work. Bidder can submit price bid Online to <https://www.nprocure.com> or <https://gipcl.nprocure.com> as per GIPCL RFP format only. Both the sealed envelopes for Techno-commercial bid and EMD with tender fee are to be put in a single sealed cover. The name of the work the tender reference and date of opening are to be superscripted on this sealed envelope also.

The technical Bid shall be opened in the first instance. Clarifications, confirmations, if any, shall be obtained with regard to technical specifications.. The price bid shall be opened thereafter.

- 2.2. If Addenda/ Corrigenda are issued to this tender document, they must be signed, submitted along-with the tender documents.
- 2.3. Tenderers are advised to submit quotations based strictly on the terms and conditions and specifications contained in the tender documents and not stipulate any deviations. Should it however become unavoidable, deviations should be stipulated in the prescribed proforma only, contained in the proposal form. Owner reserves the right to evaluate the quotations containing deviations having financial implications, by adding the cost for such deviations are determined by Owner.

#### 3. TRANSFER OF TENDER DOCUMENTS:

Transfer of tender document purchased by one intending tenderer to another is not permissible.

#### 4. EARNEST MONEY:

- 4.1. The tenderer must pay earnest money as given in the Letter/ Notice Inviting Tenders. Tenders not accompanied with earnest money deposit will be rejected. The earnest money can be paid by crossed demand draft or fixed deposit or Bank Guarantee from any Nationalized/ Scheduled Bank or Insurance Guarantee in the prescribed proforma as indicated in the tender document in favor of Gujarat Industries Power Company Ltd.
- 4.2. The Bank Guarantee so furnished by the tenderer shall be only in the proforma prescribed by the Owner and valid for 180 days from the date of opening of the tender. No interest shall be paid by the Owner on the Earnest Money deposited by the tenderer.

**5. VALIDITY:**

Tender submitted by tenderers shall remain valid for acceptance for a period of 120 days from the date of opening of the tender.

**6. ADDENDA/ CORRIGENDA:**

Addenda/ Corrigenda to the tender documents may be issued prior to the date of opening of the tenders to clarify documents or to reflect modification in the design or contract terms.

**7. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:**

7.1 The right to accept the tender will rest with the Owner. The Owner further does not bind himself to accept the lowest tender and reserves the authority to reject any or all the tenders received without assigning any reason whatsoever. The whole work may be split up between two or more contractors or accepted in part (not entirely) if considered expedient. The quoted rates would hold good for such eventualities. Tenders in which any of the particulars and prescribed information are missing or incomplete in any respect and / or the prescribed conditions are not fulfilled are liable to be rejected. The decision for the owner in respect of the above shall be final and binding on the contractor.

7.2 Canvassing in connection with tenders is strictly prohibited. The submitted tenders of the tenderers who resort to canvassing are liable to rejection. Tenders containing uncalled remarks or any additional conditions are liable to be rejected.

8. Deleted:

9. Deleted:

**10. COLLECTION OF DATA/INFORMATION - TENDERER'S RESPONSIBILITY:**

The intending tenderers shall be deemed to have visited the site and familiarized themselves thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the works in strict conformity with the drawings and specifications.

**11. SIGNING OF THE CONTRACT:**

The successful bidder shall be required to execute an agreement with the Owner within 30 days of the receipt by him of the notification of acceptance of the Order. In the event of failure on the part of the successful tenderer to sign the agreement within the above stipulated period, the earnest money or his initial security deposit will be forfeited

and the acceptance of the tender shall be considered as cancelled. No bills shall be payable unless the agreement is executed.

**12. FIELD MANagements AND CONTROLLING AUTHORITY:**

12.1 The field management will be responsibility of the Bidder's representatives posted at site. Site representative shall work in coordination with GIPCL Engineer Incharge.

12.2 It shall be the responsibility of the contractor to plan and execute the works strictly in accordance with instructions of the Engineer-in-Charge, which shall be binding on the contractor.

**13. NOTE TO SCHEDULE OF RATES:**

13.1. Deleted

13.2. The tenderer shall be deemed to have studied the details of work to be done as per tender condition and schedule and to have acquainted himself of the conditions prevailing at site.

13.3. Rates must be filled in the original tender document on nprocure website only. If quoted in separate typed sheets, no variation in time description or specification shall be accepted. Any exceptions taken by the tenderer to the schedule of rates shall be brought out in the terms and conditions of offer.

13.4. Any increase or decrease in the quantities shall not form the basis of alternation of the rates quoted and accepted.

13.5. The owner reserves the right to interpolate the rates for such items of work falling between similar items of lower and higher magnitude.

## SECTION - III

### GENERAL OBLIGATIONS

#### 14. INTERPRETATION OF CONTRACT DOCUMENTS:

- 14.1. Complete documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contracts or any of them the matter may be referred to Engineer-in-Charge who shall give decisions and Issue to the contractor instructions directing in what manner the work is to be carried out. The decision of Engineer-in- Charge shall be final and conclusive and the contractor shall carry out work in accordance with this decision.
- 14.2. Works shown in the drawing /documents if any but not mentioned in the specification or described in specification but not shown in the drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the drawings as well as described in the specifications.
- 14.3. Unless otherwise stated specifically, the „singular“ shall also mean „plural“ and vice versa wherever the context so requires words implying „persons“ shall include relevant „corporate companies or registered association“ or „body of individuals“ or „firm of partnership“ as case may be.

#### 15. SPECIAL CONDITIONS OF CONTRACT:

- 15.1. Special Conditions of Contract shall be read in conjunction with the General Condition of Contract Specifications of work, drawing and any other documents forming part of this contract wherever the context so requires.
- 15.2. Notwithstanding the sub-divisions of the documents into the separate sections and volumes each part shall be deemed to be supplementary to complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 15.3. In case of any discrepancy between various sections of the contract, the following order of preference shall be observed.
- (1) The CONTRACT agreement
  - (2) The Letter of Intent(s) duly accepted by Contractor.
  - (3) Minutes of Meetings (MOM), Post offer Agreements between OWNER and the CONTRACTOR.
  - (4) Schedule of quantities
  - (5) Technical specifications
  - (6) Special Conditions of Contract
  - (7) General Conditions of Contract

- 15.4. Wherever it is mentioned in the specifications that the Contractor shall perform certain work or provide certain facilities it is understood that the Contractor shall do so at his cost.
- 15.5. The materials, design and workmanship shall satisfy the relevant Indian Standard, the job specifications contained herein and codes referred to.

Where the job specifications stipulate the requirements in addition to those contained in the standard codes and specification, these additional requirements shall also be satisfied.

**16. Tenderer to Obtain his Own Information:**

- 16.1. The tenderer shall for all purposes and whatsoever reason may be, deemed to have himself independently obtained all necessary information and site conditions in all respect for the purpose of preparing his tender. The correctness of the details given in the Tender Document as guideline information to help the tenderer but to make- up the tender is not guaranteed.
- 16.2. The tenderer shall be deemed to have examined the tender documents, to have obtained his own information in all matters whatsoever that might influence carrying out of the works at the scheduled rates and satisfied himself to the sufficiency of his tender. Any error in description or quantity or omission there from shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to details and specifications at the scheduled rates. He is deemed to know the scope, nature and magnitude of the works, the requirements of materials and labour involved etc. and as what works he has to execute in accordance with the contract document whatever be the defects, omissions or errors that may be found in the Contract Document. The contractor shall be deemed to have visited site and surroundings areas, to have satisfied himself to the nature of all existing structures, and also as to the nature and the conditions of available local conditions and facilities like Railways, roadways, bridges culverts, means of transport and communications like by land, water or air and possible interruptions thereto the access to and egress from site and to have made enquiries, examined satisfied himself of the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation like depots, buildings as may be necessary for executing and completing the works, to have made local independent enquiries as to the sub-soil water and variations thereof, storms, prevailing winds and climatic conditions and all other similar matters affecting the execution works. He is deemed to have acquainted himself his liability for payment of Government Taxes, Customs Duties and other charges.
- 16.3. Any neglect or failure on the part of the tenderer in obtaining necessary and reliable information or issues stated above or any other matters affecting the contract shall not relieve him from any



risks or liabilities or the entire responsibility for completion of the works at the scheduled rates and time in strict accordance with the contract documents.

- 16.5. No verbal agreement or inference from conversation with any officer or employee of the Owner either before, during or after the execution of the contract agreement shall in any way affect or modify and of the terms or obligations herein contained.

**17. Security Deposit:**

17.1. The Successful Bidder shall furnish Performance Security to GIPCL for securing the due and faithful performance of its obligations under the Agreement, within 10 (ten) days from the date of Issuance of LOI for amount of equivalent to 15% (Fifteen percent) of Sum of the Operations & Maintenance charges excluding taxes quoted for the fourteen months of operations, payable to GIPCL by the Successful Bidder.

**17.2. Deleted**

17.3. Contractor can furnish the total security deposit amount through a Bank Guarantee from any Scheduled bank in the prescribed proforma.

17.4. If contractor /sub-contractor or their employees damages, breaks, deface or destroy the property belonging to the owner or other during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof; the Engineer-in- Charge may cause the same to be made good by other agencies and recover expenses from the contractor (for which the certificate of Engineer-in-Charge shall be final).

17.5 All compensation or other sums of money payable by the contractor to the Owner or recoveries to be made under terms of this contract may be deducted from or paid by the sale of a sufficient part of his security deposit or from any sums which may be due or may become due to the contractor by the Owner on any account whatsoever. No interest shall be payable by the Owner for sum deposited as security deposit.

17.6. The security deposit will be refunded after the expiry of the period of liability as stipulated in the contract.

**18. Forfeiture of Security Deposit:**

Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sum by appropriating in part or whole the security deposit of the contractor, and to sell any Government securities, etc. forming whole or part of such security deposit. In the event of security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable as the case may be, shall be deducted from any sum then due or which at any time

thereafter may become due to the contractor. The contractor shall pay to the Owner on demand any balance remaining due.

In the event of any breach by the contractor or any loss or damage occasioned to the owner which in the opinion of the owner has arisen, the decision whereof shall be final and binding on the contractor or in the event of the termination of the contract for any such breach, the security deposit is liable to be forfeited. The decision of forfeiture by the Owner shall be final and binding on the contractor.

**19. Deleted:**

**20. Deleted**

**21. Force Majeure:**

21.1 Any failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authority, compliance with any order or request of any Governmental authorities, acts of war, rebellion, sabotage, fire, floods, explosions, riots, provided always that such occurrences result in impossibility of performance of the contract. Only events of Force Majeure which impede the execution of the contract at the time of its occurrence shall be taken into cognizance.

21.2 Only events of Force Majeure which impede the execution of the contract at the time of its occurrence shall be taken into cognizance.

21.3 Any failure of the performance of either parties thereto shall not constitute default hereunder or give rise to any claims for damages, if any, to the extent such delays or failure of performance caused by occurrences such as acts of God or the public enemy, expropriation or confiscation of facilities by Government authority, compliance with any order or request of any Government authorities, acts of war, rebellion, sabotage, fire, floods, explosions, riots, earthquake, provided always that such occurrences result in impossibility of performance of the contract. Only events of Force Majeure which impede the execution of the contract at the time of its occurrence shall be taken into cognizance.

21.4 Only events of Force Majeure which impede the execution of the contract at the time of its occurrence shall be taken into cognizance.

21.5 In the event of Force Majeure, either party unable to perform any obligation under this Contract, relative obligation of the party affected by such Force Majeure shall be treated as suspended during which the Force Majeure Clause lasts.



- 21.6 The term “Force Majeure” shall have herein mean riots (other than among the Contractor’s employee), Civil commotion, War (whether declared or not), invasion, act of foreign enemies hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fission, embargoes, quarantines, pandemics, acts of god such as earthquake (above 7.0 magnitude on Richter scales), lightning, unprecedented floods, fires not caused by the Contractors negligence and other causes which the Contractor has no control and accepted as such by Owner whose decision shall be final and binding. Normal rainy season and monsoons are not Force Majeure.
- 21.7 It is to be further clarified that Solar Power Plant being an essential service shall not covered by Lockdown or any other restriction on movement declared by Govt. However, GIPCL shall be at liberty to relax looking to the local conditions.
- 21.8 Upon occurrence of such causes and upon its termination, the party alleging that it has been rendered unable as aforesaid, thereby, shall notify the other party in writing by registered notice/email within 48 (twenty four) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- 21.9 Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such clause lasts.
- 21.10 If works are suspended by Force Majeure conditions lasting for more than two (2) months, Owner shall have the option of cancelling this Contract in whole or part thereof, at its discretion.
- 21.11 The Contractor shall not claim any compensation for Force Majeure conditions and shall take appropriate steps to insure men and materials utilized by it under the Contract well in advance.

**22. Deleted**

**23. Failure by the Contractor to Comply with the Provisions of the Contract:**

- 23.1. If the contractor refuses or fails to execute the work or any separate part thereof with such diligence as will ensure its completion within the time specified in the contract or extension thereof or fails to perform any of his obligation under the Contract or in any manner commits a breach of any of the provisions of the contract it shall be open to the Owner at its option by written notice to the Contractor to: -
- (a) Determine the Contract: In which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by the Owner on that behalf, whereupon the contractor shall stop forth with any of the contractor’s work then in progress, except such work as the Owner may, in writing, requires to be done to safeguard any property or work, or installations from damage, and the owner, for its part,

may take over the work remaining unfinished by the Contractor and complete the same through fresh contractor or by other means, at the risk and cost of the Contractor, and any of his sureties if any, shall be liable to the owner for any excess cost occasioned by such work having to be so taken over and completed by the Owner over and above the cost at the rates specified in the schedule of quantities and rates.

(b) Without determining the Contract: To take over the work of the contractor or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the Contractor. The contractor and any of his sureties are liable to the Owner for any excess cost over and above the cost at the rates specified in the schedule of quantities/ rates, occasioned by such works having been taken over and completed by the Owner. Besides, the contractor shall also be liable for any compensation accruing under clause 24.

(c) In other cases, the decision of the Owner is binding on the contractor.

23.2. In such events of clause 23.1 (a) or (b) above

(a) The whole or part of the security deposit furnished by the Contractor is liable to be forfeited without prejudice to the right of the Owner to recover from the contractor the excess cost referred to in the sub-clause aforesaid, the Owner shall also have the right of taking possession and utilizing in completing the works or any part thereof, such of materials, equipment and plants available at work site belonging to the contractor as may be necessary and the Contractor shall not be entitled for any compensation for use or damage to such materials, equipment and plant.

(b) The amount that may have become due to the Contractor on account of work already executed by him shall not be payable to him until after the expiry of six (6) calendar months reckoned from the date of termination of contract or from the taking over of the work or part thereof by the Owner as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall under the contract, rest exclusively with the contractor. This amount shall be subject to deduction of any amounts due from the Contractor to the Owner under the terms of the contract authorized or required to be reserved or retained by the Owner.

23.3. Before determining the contract as per clause 23.1 ( a) or (b) provided in the judgments of the Owner, the default or defaults committed by the Contractor is/are curable and can be cured by the Contract if an opportunity given to him, then the Owner may issue notice in writing calling the Contractor to cure the default within such time specified in the notice.

23.4. The Owner shall also have the right to proceed or take action as per 23.1 (a) or Clause 23.1(b) above, in the event that the contractor becomes bankrupt, insolvent, compounds with his creditors, assigns the contract in favour of his creditors or any other person or persons or being a company or a corporation goes into liquidation, provided that in the said events it shall not

be necessary for the Owner to give any prior notice to the contractor.

23.5. Termination of the Contract as provided for in sub-Clause 23.1 (a) above shall not prejudice or affect their rights of the Owner which may have accrued up to the date of such termination.

**24. Contractor Remains Liable to Pay Compensation if Action Not Taken Under Clause 23.**

In any case in which any of the powers conferred upon the owner by clause 23 hereof shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the contractor for which by any clause or clauses hereof he is declared liable to pay compensation amount to the whole of his security deposit and the liability of the contractor for past and future compensation shall remain unaffected. In the event of the Owner putting in force the powers vested in him under the proceeding clause no. 23 he may if he do so desires, take possession of all or any tools and plants, materials and stores in or upon the works of the site thereof belonging to the contractor or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may give notice in writing to the contractor or his clerk of the works, foremen or other authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expenses or sell them by auction or private sale on account of the contract and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

**25. No Compensation for Alteration in or Restriction of Work:**

At any time from the execution of the work if the Owner decides for whatsoever reason, not to carry out the whole work or part thereof as specified in the tender, then owner shall give notice in writing of the fact to the contractor, who shall have no claim to any payment or compensation on whatsoever account (profit or advantage which he might have derived by executing the work in full) neither shall he have any claim for compensation by reason of any alterations having been made from the original specifications, drawings, designs and instructions which may involve any curtailment of the work as originally contemplated.

**26. Change in Constitution:**

Prior approval in writing from the Owner shall be obtained before any changes are made in the constitution of the firm of contractor, where the contractor is an individual or a Hindu undivided family business concern. Such approval as aforesaid shall, like wise be obtained before such contractor enters into any agreement with other parties, where under the reconstituted firm would have the right to carry out the work hereby undertaken by the contractor. In either case if prior approval is not obtained. The contractor shall be deemed to have been allotted in contravention of Clause - 34 hereof and the action and consequence shall ensure as provided in that clause.

**27. Termination of Contract for Death:**

If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies then, unless the Owner is satisfied that the legal representative of the individual or the proprietary concern are capable of carrying out and completing contract, he (the Owner) is entitled to cancel the contract for the balance period without being in any way liable for any compensation payment to the estate of the diseased contractor and/ on account of the cancellation of contract. The decision of the Owner in such assessment shall be final and binding on the parties. In the event of such cancellation, the Owner shall not hold the estate of the diseased contractor and contractor's firm liable for any damages for non- completion of contract.

**28. Members of the Owner Not individually Liable:**

No Director or official or employee of the Owner shall in any way be personally bound or liable for the acts or obligations of the Owner under the contract or answerable for any default or omission in the observance or performance of the acts, matters or things which are herein contained.

**29. Owner Not Bound by Personal Representation:**

The Contractor shall not be entitled to any increase on the scheduled rates or any other rights or claims whatsoever by reason of any representation, explanation, statement or alleged understanding promise or guarantees given or to have been given to him by any person.

**30. Contractors Office at Site:**

Contractor is responsible for obtaining space/land for Office/Cabin at the wind farm, near WTGs. All WTGs of wind farm erected on Government revenue land however responsibility for obtaining space/land at wind farm for creating Office with all necessary Infrastructure will solely remain with Bidder/Contractor. During the execution of the contract the Operator shall ensure that a Plant Manager/Supervisor with authority to take decisions to be available at site. Such person deputed by the Operator shall report to the Engineer in Charge for smooth operation of the plant. The Operator shall also provide and maintain an office at the site for the owners visiting staff / executives and such office shall be open at all reasonable hours to receive instructions, notices or other communications. The office shall have phone, and internet facility. The

Operator shall be responsible for any misconduct / indiscipline by his employees or sub operator /agent employees. The Operator shall abide by the instructions of the Owner Representative, if given in this regard

The Contractor shall maintain an office at the site for the accommodation of his agent and staff and such office shall be open at all reasonable hours to receive instructions, notices or other communications. The contractor at all time shall maintain a site instruction book and compliance of these shall be communicated to the Engineer –in-Charge from time to time and the whole document to be preserved and handed over after completion of works.

**31. Contractor’s Sub-ordinate Staff and their conduct :**

31.1. The contractor on award of the work shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature to whom the equipment, materials if any, shall be issued and instruction for works given. The contractor shall also provide to the satisfaction of the Engineer-in-charge sufficient and qualified staff to supervise the execution of the works, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types works comprised in the contract in such manner as will ensure the best quality and expeditious working. Contractor has to maintain adequate staff/Manpower at site as per GIPCL Instruction as per RFP however in absence of same, based on GIPCL discretion penalty will be imposed to contractor. At any time of in the opinion of the Engineer-in- Charge any additional, qualified experienced staff is considered necessary, they shall be employed by the contractor without additional charge. The contractor shall ensure to the satisfaction of the Engineer-in-Charge that sub- contractors, if any, shall provide competent and efficient supervision over the work entrusted to them.

31.2. If any of the contractor's sub-contractor's, agents, sub-agents, assistants, foremen or any employee in the opinion of Engineer-in- Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Owner Engineer- in-Charge, undesirable for administrative or any other reasons, for such or person (s) to be employed on the works, then at the directions of Engineer-in- Charge the Contractor shall at once remove such person (s) from employment with the works without the written permission of the Engineer –in-Charge. Vacancy so created shall be immediately filled at the expenses of the contractor by a qualified and competent substitute. Should the contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection there with.

31.3. The contractor shall be responsible for the proper behavior of all the staff, foremen, workmen and others, shall exercise proper degree of control over them and in particular without

prejudice to the said generality the contractor shall be bound to prohibit/ prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or the properties or the occupiers of land or properties in the neighborhood. In the event of such trespassing, the contractor shall be responsible for all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final.

31.4. If and when required by the Owner, all contractor's personnel entering upon the owner's premises shall be properly identified by badges of a type acceptable to the owner which must be worn at all times on Owner's premises.

31.5. It is made clear that no relationship of employer and employee is created between the owner and the contractor labourer and no claim for employment of any such labourer shall be tenable or entertained.

## **32. Sub-Letting Work:**

32.1. No part of the contract nor any share or interest there in shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any person, firm or corporation whatsoever except as provided for in the succeeding sub-clauses without the consent in writing of the Owner.

### **32.2. Sub – Contracting of Works:**

The Engineer-in-Charge may give written consent to sub-contract for the execution of any part of the works at the site, provided the contractor submits each individual sub-contract to the Engineer-in-Charge for approval of mode of operation and agency for the work. The contractor is advised not to enter into contract before the consent of Engineer-in- Charge.

### **32.3. List of sub-contracted works to be furnished:**

At the commencement of each month, the contractor shall furnish to the Engineer-in-charge, a list of sub-contractors, persons or firms engaged by the contractor and worked at the site during the previous month with particulars like general nature of the sub-contract or works done by them.

### **32.4. Contractor's liability not Limited by Sub-Contractors:**

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the contractors shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such sub- contract or sub-letting had not taken place, and as if such work had been done directly by the contractor.

**32.5. Owner may terminate sub-contracts:**

If any sub-contractor engaged upon the works at the site executes any work which in the opinion of the Engineer-in-Charge is not in accordance with the contract documents, the owner may by written notice to the contractor request him to terminate such sub-contract. The contractor upon the receipt of such notice shall terminate and dismiss the sub- contract and the sub-contractor. The owner shall have the right to remove such sub-contractor from the site if contractor fails to vacate the sub-contractor immediately.

**32.6. No remedy for action taken under this clause:**

For action taken by the owner under the clause shall not relieve the contractor of any of his liabilities under the contract or give rise to any right or compensation, extension of time or otherwise.

**33. Power of Entry:**

If the contractor shall not commence the work in the manner described in the contract documents or if he at any time in the opinion of the Engineer-in- Charge.

- (i) fail to carry on the works in conformity with the contract documents or (ii) fail to carry on the works in accordance with the contract schedule or (iii) substantially suspend work or the works for a period of fourteen days without authority from the Engineer-in-Charge or
- (iv) fail to carry on and execute the works to the satisfaction of Engineer- in-Charge or
- (v) fail to supply sufficient or suitable constructional plant, temporary works, labour materials or other things or
- (vi) Commit, suffer or permit any other breach of any of the provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breaches of the contract for fourteen days, after notice in writing shall have been given to the contractor by the Engineer- in-Charge requiring such breach to be remedied or
- (vii) If the contractor abandons the works or
- (viii) If the contractor during the continuance of the contract shall become bankrupt, make any arrangement or composition with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case, the owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant, and stock thereon, and to revoke the contractor's license to use the same, and to complete the works by his agents, other contractors, or workmen, or to relate the same upon any terms and to such other person, firm or corporation as the Owner in his absolute discretion

may think proper to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary works, constructional plant, and stock as aforesaid, without making payment or allowance to the contractor for the said materials other than such as may be certified in writing by the Engineer-in-Charge to be reasonable, and without making any payment or allowance to the contractor for the use of temporary said works, constructional plant and stock or being liable for any loss or damage thereto and if the Owner shall by reason or his taking possession of the work or of the works being completed by other contractor (due account being taken of any such extra work or works which may be omitted) than the amount of such excess as certified by the Engineer-in-Charge shall be deducted from any money which may be due for work done by the contractor under the contract and not paid for any deficiency shall forthwith be made good and paid to the Owner by the contractor and the Owner shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plan, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds or the sale.

**34 Contractor's Responsibility:**

The contractor shall conform in all respect with the provisions any statutory regulation, ordinance or bye-laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the works or any temporary works. The contractor shall keep the Owner indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such statues, ordinances, laws, rules, regulations, etc.

**35. Deleted .**

**36. Serving of Notices:**

**36.1.To the Contractor:**

Any notice may be served on the contractor or his duly authorized representatives at the job site or by registered mail directly to the address furnished by the contractor. Proof of issue of such notice should be conclusive of the contractor having been duly informed of the contents.

**36.2.To the Owner:**

Any notice to be given to the Owner under the terms of the contract shall be served by sending the same by Registered mail to or delivering the same at the respective site offices of M/s. Gujarat Industries Power Co. Ltd. addressed to the head/ site in-charge.

**37. Rights of various Interests:**

- (i) The Owner reserves the right to distribute the work between more than one contractors. The contractor shall cooperate and afford the other contractors all reasonable opportunity for access to the works for the carriage and storage of materials and execution of their works.



- (ii) Wherever the work being done by any department of the Owner or by the contractor employed by the Owner as per the contingent upon work covered by this contract, the respective rights and various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the work in general harmony.

**38. Patents, Royalties, Rent and Excavated Material:**

- 38.1. The contractor, if licensed under any patent covering equipment, machinery, materials or compositions of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract, agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery, materials composition matters, to be used or supplied or methods and processes to be practiced or employed the performance of this contract, is covered by a patent under which the contractor is not licensed then the contractor before supplying or using the equipment, machinery, materials, composition, method or processes shall obtain such licenses and pay such royalties and license fees as may be necessary for performance of this contract. In the event the contractor fails to pay any royalty or obtain any such license, any suit for infringement of such patents which is brought against the contractor or the Owner as a result of such failure will be defended by the contractor at his Own expense and the contractor will pay damages and costs awarded in such suit. The contractor shall promptly notify the Owner if the contractor has acquired knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the owner of any equipment, machinery, materials, process, methods, to be supplied hereunder. The contractor agrees to and does hereby grant to Owner, together with the right to extent the same to any of the subsidiaries of the Owner as irrevocable, royalty-free licence to use in country, any invention made by the contractor or his employee in or as a result of the performance of the work under the contract.
- 38.2. All charges on account of royalty, tollage, rent octroi terminal or sales tax and/ or other duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the Owner) shall be borne by the contractor.

**39. Liens:**

If at any time there should be evidence or any lien, claim for which the Owner might have become liable, which is chargeable to the contractor, then the Owner may pay and discharge the same and deduct the amount so paid from any amount which may be or may become due and payable to the contractor, if any lien or claim remain unsettled after all payments are made, the contractor shall refund or pay to the Owner the cost such lien or claim including all payment and reasonable expenses. Owner reserves the right to the same.

**SECTION – IV**

**PERFORMANCE OF WORK**

**40. Execution of Works:**

All the work shall be executed in strict conformity with the provisions of the contract documents explanatory detailed drawings, specifications and instructions by the Engineer-in-Charge whether mentioned in the contract or not. The contractor shall be responsible for ensuring that works are executed in the most substantial, proper and workman like manner using the quality materials and labour, throughout the job execution in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge.

**41. Coordination and inspection of Works:**

The coordination and inspection of the day-to-day work under the contract shall be the responsibility of the Engineer-in-Charge or his authorized representative.

**42. Works in Monsoon and Dewatering:**

42.1 The execution of work may entail working in the monsoon also.

The contractor must maintain all weather road to access WTGs in any seasons to attend the breakdown/stoppages of WTGs

42.2 During monsoon and other period, it shall be the responsibility of the contractor to keep the O&M activities at site free from water at his own cost.

**43. Contractor's Responsibility:**

The contractor shall observe all labour laws and other statutory rules and regulations in force. In case of any violation of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the contractor and the Owner shall have no liability whatsoever on his account.

**44. Deleted**

**45. Articles of Value Found:**

All gold silver and other materials of any descriptions, precious stones, coins, treasures, relics, antiques and other similar things which shall be found, in, under or upon the site, shall be property of the Owner and the contractor shall duly preserve the same to the satisfaction of the Engineer-in-Charge and shall from time to time delivery the same to such person or persons indicated by the Owner.

**46. Inspection of Works:**

46.1 The Engineer-in-Charge will have full power and authority to inspect the O&M works in progress at any time wherever the premises/ workshops situated of the Contractor or in any

breakdown/stoppages including any PM activities will be executed, person, firm or corporation where works in connection with the contract may be or where materials are being or intended to be repaired..

**47. Deleted**

**48. Discrepancies between instructions:**

Should any discrepancy arise between the various instructions furnished to the contractor or his agents or staff or if any doubt arises on the meaning or implementation of any such instructions or should there be any difference of opinion on the issues, the contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decisions thereon shall be final and conclusive. No claim on losses alleged to have been caused by such discrepancies between instructions, doubts or misunderstanding shall in any event be admissible.

**49 Deleted**

**50. Action where no Specification is issued:**

In case of any class of work for which there is no such clarification/specification shared by the Owner as is mentioned in the tender document such work shall be carried out in accordance with the Indian Standard Specifications. If the Indian Standard Specifications do not cover the same, the work should carried out as per standard Engineer in Practice subject to the approval of the Engineer-in-Charge.

**51. Abnormal Rates:**

The contractor is expected to quote the rate for each item after careful analysis of cost involved for the satisfactory performance and completion of item work considering all specifications and conditions of contract. In case the rate quoted by the tenderer for are usually high or unusually low it will be sufficient cause of the rejection of the tender unless the Owner is convinced about the reasonableness of the analysis for such rate furnished by the tenderer (on demand) after scrutiny.

**52. Tests for Quality Works:**

52.1 All materials and workmanship shall be of the respective kinds if required and described in the contract documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such tests at contractor's cost as the Engineer-in-Charge may direct at the place of manufacture or fabrication or at the site or at all or any such places. The contractor shall provide assistance, instruments, machines, labour and materials as are required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge.

52.2 All the tests that will be necessary in connection with the execution of the work as decided by Engineer-in-Charge shall be carried out at the Govt. approved testing laboratory of this Owner if available by paying the charges as decided by the Owner from time to time. In case of non- availability of testing

facilities with the Owner, the required laboratory as directed by Engineer-in-Charge.

52.3 If any tests are required to be carried out in connection with the work or materials or workmanship not supplied by the contractor, such tests shall be carried out by the contractor as per the instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by the Owner.

**53. Samples:**

The contractor shall furnish to the Engineer-in-Charge for approval when request or if required by the specifications, adequate samples of all materials and finished to be used in the work. Such samples shall be submitted before the work is commenced and in sample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual work shall be fully equal to the approved samples.

**54. Liabilities for Defect, Imperfections etc. and Rectifications Thereof:**

If it shall appear to the Engineer-in-Charge that any work has 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 work are unsound or of quality inferior to that contracted for, or otherwise not in accordance with the contract, the contractor shall on demand in writing from the Engineer-in-Charge or his authorized representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct that work so specified and provide other proper and suitable materials or articles at his own charge and cost, and in the event of failure to do so within a period to be specified by the Engineer-in-Charge in his demand aforesaid, the Engineer-in-charge may on expiry of notice period rectify or remove, and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expense in all respects of the contract. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

**55. Suspension of Works:**

(i) Subject to the provision of sub para (ii) of this clause, the contractor shall if ordered in writing by the Engineer-in-Charge., or his representative, temporarily suspend the works or any part thereof such period and such time as so ordered and shall not, after receiving such written orders, proceeds with the work therein, ordered to be suspended until he shall have received a written order to proceed therewith. The contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the contractor should be apply for the same provided that the suspension was not consequent to any default or failure on the part of the contractor.

- (ii) In case of suspension of entire work, ordered in writing by the Engineer- in- Charge, for a period of more than two months, the contractor shall have the option to terminate contract.

**56. Possession:**

The Engineer-in-Charge shall have the right to take possession of work or part of the work. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the contract. If such prior possession or uses by the Engineer- in-Charge delay the progress of work, equitable adjustment in the time of completion will be made and the contract agreement shall be deemed to be modified accordingly.

**57. Liability from the Date of Issue of Completion Certificate:**

**57.2 Suggestions to fulfill the Guarantees :** If the contractor feels that any variation in work or in quality of materials or proportions would be beneficial or necessary to fulfill the guarantees called for, he shall bring this in writing to the notice of the Engineer-in-Charge.

**57.3 Care of works:**

From the commencement of completion of the work, the contractor shall take full responsibility for the care of all works including all temporary works and in case any damage, loss or injury shall happen to the work or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so that on completion the work shall be in good order and in conformity in every respect with the requirements of the contract and the Engineer- in-Charge's Instructions.

**57.4 Defects Prior to Taking Over:**

If at any time before the work is taken over in future during contract terms on termination / completion of contract, the Engineer-in-Charge shall:

- (a) Decide that any work done or materials used by the contractor or any sub- contractor is defective or not in accordance with the contract, or that the works or any portion thereof are defective, or do not fulfill the requirements of contract (all such matter, being hereinafter, called „Defects“ in this clause) and (b) as soon as reasonably practicable gives to the contractor notice in writing of the said decision specifying particulars of the defects claimed to exist or to have occurred then the contractor shall at his own expenses and with all speed make good the defects so specified.

In case contractor shall fail to do so, the Owner may take, at the cost of contractor, such steps as may in all circumstances be reasonable to make good such defects. The expenditure so incurred by the owner to be recovered from the amount due to the contractor. The decision of the Engineer-in- Charge with regard to the amount to be recovered from the contractor will be final and binding on the contractor. As soon as the works have been completed in accordance with the contract (except minor respects that do not affect their use for the purpose for

which they are intended and except for maintenance thereof provided in respective clause of General Conditions of Contract) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the works have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified. If the works have been divided into various groups in the contract, the Owner shall be entitled to take over any group or groups before the other or others.

**57.5 Defect After Taking Over:**

In order that the contractor could obtain a completion certificate he shall make good with all possible speed, any defect arising from the defective materials supplied by the contractor or that may have been notices or developed, after the works or group of the works has been taken over, the period allowed, for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the owner may proceed to do the work at contractor's Risk and expenses and deduct from the final bill such amount as may be decided by the Owner.

If by reason of any default on the part of the contractor within one month after date fixed by the contract for the completion of the works, the Owner shall be a liberty to use the work or any portion thereof in respect of which a completion certificate has not been issued, provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of these works for the issue of completion certificate.

**57.6 Guarantee/Transfer of Guarantee:**

For works like water-proofing, acid & alkali resisting materials, soil treatment against termite or any other specialized works etc if required during Contract period . the contractor shall invariable engage sub-contractors who are specialists in the field and firms or reputed and such a sub-contractor shall furnish guarantees for their workmanship to the Owner, through the contractor. In case such a sub-contractor/firm is not prepared to furnish a guarantee to the owner, the contractor shall give that guarantee to the Owner directly.

**SECTION – V**  
**CERTIFICATE AND PAYMENT**

**58. SCHEDULE OF RATE AND PAYMENTS:**

**58.1 Contractor's Remuneration:**

The price to be paid by the Owner to the contractor for the whole of the work done and for the performance of all the obligations undertaken by the contractor under the contract document and payment to be made accordingly and approved by the Engineer-in-Charge. The sum so ascertained shall (exception only as and to the extent expressly provided here in ) constitute the sole and inclusive of remuneration of the contractor under the contract and no further or other payment whatsoever shall be or become due or payable to the contractor under the contract.

**58.2 Schedule of Rates to the Inclusive:**

The prices/rates quoted by the contractor shall remain firm for whole contract period and shall not be subject to escalation. Price/rates shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing, completion and handing over the work to the Owner by the contractor. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of the works and materials required though the contract document may not fully and precisely furnish them. He shall make such provision in the schedule of rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary to execute the work. The opinion of the Engineer-in-Charge as to the items of work which are necessary and reasonable for execution of work shall be final and binding on the contractor although the same may not be shown on or described specifically in contract documents.

Generality of this present provision shall not be deemed to cut down or limited in any way because in certain cases it may and in other cases it may not expressly stated that the contractor shall do or perform a work or supply articles or perform with services at his own cost or without addition of payment or without extra charge or works to the same effect or that it may be stated or not stated that the same are included in and covered by the schedule of rates.

**58.3 Schedule of rates to cover Constructional Plant, Materials, Labours etc.:**

Without in any way limiting the provision of other sub-clauses the prices shall be deemed to include the cover the cost of all plant operation, all temporary works as per site requirement(except as provided for herein), pumps, materials, labour, insurance, fuel, stores, and appliances to be supplied by the Contractor and all other matters in connection

with each items in the schedule of quantities and the execution of the works or any portion thereof finished complete in every respect and maintained as shown or described in the contract documents or as may be ordered in writing during the continuance of the contract.

**58.4 Schedule of Rates to cover Royalties, Rents and Claims:**

The schedule of rates shall be deemed to include and cover the cost of all royalties and fees for the articles, processes, protected by letters, patent or otherwise incorporated in or used in connection with the works, also all royalties, rents, and other payments in connection with obtaining materials of whatsoever kind for the works and shall include an indemnity to the owner which the contractor hereby gives against all actions, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles, processes or charges if levied on materials, equipment or machinery to be brought to site for use on work, shall be borne by the contractor.

**58.5 Schedule of Rates to cover taxes and duties:**

No exemption or reduction of custom duties, excise duties, sales tax, quay or any port duties, transport charges, stamp duties or Central or State Government or Local Body (or from any other body) or Municipal Taxes or duties, taxes or charges whatsoever will be granted or obtained and all expenses of which shall be deemed to be included in and covered by the schedule of rates. The contractor shall obtain and pay for all permits or other privileges necessary to complete the work.

**58.6 Deleted**

**58.7 Schedule of Rates cannot be altered:**

For work under unit rate basis or price mentioned by Contractor, no alteration will be allowed in the schedule of rates by reasons of works or any part of them being modified, altered, extended, diminished or omitted. The schedule of rates is of fully inclusive rates which have been fixed by the contractor and agreed to by the Owner and cannot be altered.

**58.7.1** The schedule of rates to cover for working in operating plant.

Contractor's rates shall be deemed to include taking into account that he has to work in operating plant and shall take sufficient care for all execution of O&M works in moving the plants, equipments and materials from one place to another, so that they do not cause any damage to any person or to the property of the owner or to third party including over head and underground cable/pipe lines if any. In the event of such damages including eventual loss of production and operation of the plant or services in any plant or establishment as estimated by the owner or ascertained or by the third party shall be borne by the contractor. Since the work is to be executed for the expansion of the plant, the rate of the contractor shall also deem



to include all interference / obstruction /interruption for which no compensation shall be paid to be contractor.

**59. Deleted**

**60. Deleted**

**61. Deleted**

**62. Deleted**

**63. PAYMENT OF CONTRACTOR'S BILL:**

This payment will be made within 15 days from the date of receipt of clear Invoice with all supporting documents after making necessary deductions as stipulated elsewhere in the contract document for materials, security deposit etc., or any statutory recoveries.

**64. Deleted.**

**65. Deleted**

**66. Deleted**

**67. Deleted .**

**SECTION – VI  
TAXES AND INSURANCE**

**68. TAXES, DUTIES, OCTROI ETC.**

68.1. The Contractor shall defray all charges, such as rent, toll local taxes excise duty, other payments and compensations, if any, in connection with the procurement and handling of materials, fabrication and execution of works or any method or process connected with the works or Temporary works.

Sales Tax or any other tax on materials required for the works as also Tax on works contract shall be payable by the Contractor and the Owner will not entertain any claim whatsoever in this regard.

68.2. Notwithstanding anything contained elsewhere in the contract, the owner shall deduct at source from the payments due to the contractor, the taxes as required under Gujarat Sales Tax Act or as amended from time to time or under any other statute. The amounts so deducted shall be deposited by the Owner with the Sales Tax authorities as per Law. It is for the contractor to deal with the Sales Tax authorities directly in respect of any claim or refund relating to the above deductions and the owner shall not be liable or responsible for any claims or payments or reimbursement in this regard.

**69. INSURANCE:**

Contractor shall at his own expense carry and maintain insurance with reputed insurance companies to the satisfaction of the Owner as follows:

**69.1 Employees State Insurance Act:**

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

The contractor agrees to fill in with the Employees State Insurance Corporation, the Declaration Forms and all forms which may be required in respect of the contractor"s or sub-contractor"s employees, whose aggregate remuneration is Rs. 560.00 per month or less and who are employed in the work provided for

or those covered by ESI from time to time under the Agreement. The contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's contribution cards at wages payments intervals. The contractor shall remit and secure the agreement of the sub-contractor to remit to the State Bank of India, Employees State Insurance Corporation Account, the employee's contribution as required by the Act. The contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the contractor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the contractor's or sub-contractor's account.

The Owner shall retain such sum as may be necessary from the total contract value until the contractor shall furnish satisfactory proof that all contribution as required by the Employees State Insurance Act, 1984, has been paid. This will be pending on the contractor when the Employees State Insurance Act is extended to the place of work.

**69.2 Workmen Compensation and Employees Liability Insurance:**

Insurance shall be affected for all the contractor's employees engaged in the performance of this contract. If any of the work is subject, the contractor shall require the sub-contractor to provide workmen's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the contractor insurance.

**69.3 Any other insurance required under Law or Regulations or by Own er:**

Contractor shall also carry and maintain any and all other insurance, which he may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance, which may be required by the Owner.

**69.4 Accident or Injury to workmen:**

The owner shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the contractor or any sub-contractor save and except and accident or injury resulting from any act or default of the Owner, his agents or servants and the contractor shall indemnify and keep indemnified the Owner against all such damages and compensation (save and except as aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

**69.5 Transit Insurance:**

In respect of all items to be transported by the Contractor to the site of work, the cost of transit insurance should be borne by the contractor and the quoted price shall be inclusive of this cost if any.

**70. DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY:**

70.1 Contractor's rate shall deem to include taking into account that he has to work in operating plant and shall take sufficient care in moving the plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the Owner or to a third party including over head and underground cables, pipelines. In the event of such damages including eventual loss of production and operation of the plants or services in any plant or establishment as estimated by the Owner or ascertained or by the third party shall be borne by the Contractor.

70.2 Contractor shall also be responsible for making good to the satisfaction of the Owner any loss or any damage to all structures and properties belonging to the Owner or being executed or procured or being procured by owner or by other agency within the premises of all the work or Owner. If such loss or damages is due to fault and or the negligence or willful acts or omission of the contractors, his employees, agents, representatives or sub-contractors.

70.3 The contractor shall indemnify and keep the owner harmless of all claims for damages to property other than owner's property arising under or by reason of this contract if such claims result from the fault and/ or negligence or willful acts or omission of the contractor, agents, representative or sub-contractor.

**71. DEMURRAGE DUES:**

The contractor shall pay demurrage charges incurred by the Owner because of the contractor's failure to load or unload any goods or materials within the time allowed by the Railway and/ or respective Transport Agency for such loading or unloading as charges incurred by the contractor within the permissible time as also charges due on consignments booked by or to him. In case the contractor fails to pay these charges, these charges shall be deducted from any sums, which may be due or become due to the contractor in terms of this contract and/ or any other contract.

## SECTION – VII

### LABOUR LAWS AND ARBITRATION

#### 72. LABOUR LAWS:

Contractor shall comply with any and all laws, ordinances, regulations and decision of courts (which shall be deemed to be a part of this Agreement) concerning the health, sanitary arrangements, wages, welfare, safety and employment of any and all of his workers upon the Project or any portion thereof and shall exclusively bear the consequences of failure to comply therewith Contractor shall Indemnify and hold Engineer and Owner harmless from any claims, fines or penalties which may be made against Engineer or Owner as result of Contractor's failure to fulfill these obligations.

Without limiting the generality of the foregoing, Contractor shall fully comply with.

The contractor shall obtain clearance from the Labour Department regarding the compliance of the labour laws on 6 monthly bases and submit to the owner for record.

- (i) No labour below the age of 18 (eighteen) years shall be employed on the work.
- (ii) The contractor shall not pay less than what is provided under law to labourers engaged by him on the work.
- (iii) The contractor shall at his expense comply with all labour laws and keep the Owner indemnified in respect thereof.
- (iv) The contractor shall pay equal wages for men and women in accordance with applicable labour laws.
- (v) If the contractor is covered under the contractor labour (Regulation and Abolition) Act, he shall obtain a licence from licensing authority (i.e. office of the labour commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the work under the contract.
- (vi) The Contractor shall employ labour in sufficient numbers either directly or through sub-contractors to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to satisfaction of the Engineer-in-Charge. The contractor shall not employ in connection with the works any person who has not completed his 18 (eighteen) years of age.
- (vii) The Contractor shall furnish to the Engineer-in-Charge the distribution return of the number and description, by trades of the work people employed on the works. The Contractor shall also submit on the 4th and 19th of every month to the Engineer-in-Charge a true statement showing in respect of the



second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstance-under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.

- (viii) The contractor shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages Act 1938, and Employees Liability Act 1928. Workmen's Compensation Act, 1923, Industrial Dispute Act 1947, the Maternity Benefit Act 1961, Employees Provident Fund Act, 1952 and Contract Labour regulation and abolition Act 1937, Employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.
- (ix) The Engineer-in-Charge shall on a report having been made by an Inspecting Officer as defined in Contract Labour (Regulation and Abolition) Act 1970 have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker or Workers by reason of non- fulfillment of the Conditions of the Contractor for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.
- (x) The Contractor shall indemnify the Owner against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his sub- contractors.

### **73. Contractor to Indemnify the Owner:**

73.1 The contractor shall indemnify the Owner and every member, Officer and employee of the owner, also the Engineer-in-Charge and his staff against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matter referred to in clause 81 and elsewhere and all actions, proceedings, claims demands costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Owner shall not be liable for or in respect of any demand or compensation payable by law in respect or in consequence of any accident or injury to any workman or other person in the employment of the contractor or his sub- contractor and contractor shall indemnify and keep indemnified the Owner against all such damage and compensation and against all claims, damages, proceedings, costs, charges and expenses whatsoever thereof or in relation thereto.

### **73.2 Payment of Claims and Damages:**

Should the Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid

and the cost incurred by the Owner shall be charged to and paid by the Contractor and the contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to the contrary.

73.3 In every case in which by virtue of the provisions of section 12, sub-section (i) of workmen's compensation Act, 1923 or other applicable provision of Workman Compensation act or any other act, the Owner is obliged to pay compensation to workman employed by the contractor in execution of the works, the Owner will recover from the contractor the amount of the compensation so paid, and without prejudice to the rights of Owner under section 12, sub-section (2) of the said act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the contractor whether under this contract or otherwise. The Owner shall not be bound to contest any claim made under section 12 sub-section (i) of the said Act except on the written request of the contractor and upon his giving to the Owner full security for all costs for which the Owner might become liable in consequence of contesting such claims.

**74. Health and Sanitary Arrangements for Workers:**

74.1 In respect of all labour directly or indirectly employed in the works for the performance the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by the Owner from time to time for the protection of health and sanitary arrangements for all workers.

74.2 The contractor shall provide in the labour colony all amenities such as Electricity, water and other sanitary and health arrangements. The Contractor shall also provide necessary surface transportation to the place of work and back to the colony for their personnel accommodated in the labour colony.

**75. Arbitration:**

All disputes or differences whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of the contract or the rights touching or concerning the works or the execution or maintenance thereof of this contract or the construction meaning operation or effect thereof or to the rights or liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, fore-closure or breach of the contract (other than those in respect of which the decision of any person is by the contract expressed to be final and binding shall after written notice by either party to the contract to the other of them and to the Appointing Authority hereinafter mentioned be referred for adjudication to a sole Arbitrator to be appointed as hereinafter provided.

For the purpose of appointing the sole Arbitrator referred to above, the Appointing Authority will send within thirty days of receipt of the notice, to the contractor a panel of three names of persons.

The contractor shall on receipt of the names as referred selected any one of the person names to be appointed as a sole Arbitrator and communicate his name to the Appointing Authority within thirty days of receipt of the names. The appointing Authority shall there upon without any delay appoint the said person as the sole Arbitrator. If the contractor fails to communicate such selection as provided above within the period specified, the Appointing Authority shall make the selection and appoint the selected person as the sole Arbitrator.

If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacate his office due to any reason whatsoever sole Arbitrators shall be appointed as aforesaid. The work under the contract shall, however continue during the arbitration proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notices to both the parties fixing the date of the first hearing.

The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

The Arbitrator shall give a separate award in respect of each dispute or difference and shall give a reasoned and speaking award/ awards.

The venue of arbitration shall be at Vadodara.

The fees, if any, of the Arbitrator shall, if required to be paid before the award is made and published be paid half and half by each of the parties. The costs of the reference and of the award including the fees, if any of the Arbitrator shall be in the discretion of the Arbitrator who may direct to and by whom and in what manner, such costs or any part thereof shall be paid may fix or settle the amount of costs to be so paid.

The award of the arbitrator shall be final and binding on both the parties. Subject to aforesaid, the provisions of the Arbitration Act 1996 or any Statutory modification or re-enactment thereof and the rules made there under, and for the time being in force shall apply to the arbitration proceeding under this clause.

## **76. Jurisdiction/ Governing**

### **Laws: (a) Jurisdiction:**

- 76.1 For all disputes arising of this contract, the jurisdiction shall be lie under the jurisdiction of direct courts in the respective areas in the State of GUJARAT (India) only.
- 76.2 Governing Laws: The contract shall be governed by and constructed according to the laws in force in INDIA.
- 76.3 All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to this contract which may arise between the parties in connection with



the Contract or any matter arising out of or in relation thereto shall be resolved through arbitration in terms of the Arbitration and Conciliation Act, 1996 or any amendments thereof. Prior to submitting the Disputes to arbitration, the parties shall resolve to settle the dispute/s through mutual negotiation and discussions upto the highest level of GIPCL (here it is referred as Managing Director). In the event that the said dispute/s are not settled within 60 days of the arising thereof, the same shall finally be settled and determined by arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any amendment thereof.

- 76.4 The place of arbitration shall be Vadodara or such other place as the Arbitrator, in his discretion, may determine. The language used in the arbitral proceedings shall be English.
- 76.5 Arbitration shall be conducted by a Sole Arbitrator. The arbitrator shall be jointly appointed by both the parties. If the Parties fail to mutually appoint the sole arbitrator within 30 days of a Party invoking arbitration, the sole arbitrator shall be appointed in accordance with the Arbitration and Conciliation Act, 1996.
- 76.6 The arbitral award shall be in writing and shall be final and binding on each party and shall be enforceable in any court of competent jurisdiction. None of the Parties shall be entitled to commence or maintain any action in a court of law upon any Dispute arising out of or relating to or in connection with this Agreement, except for the enforcement of an arbitral award or setting aside of Arbitral award or as permitted under the Arbitration and Conciliation Act, 1996.
- 76.7 Pending the submission to arbitration and thereafter, till the tribunal renders its award or decision, the Parties shall, except in the event of termination of this Agreement or in the event of any interim order/award is granted under the afforested Act, continue to perform their obligations under this Agreement and no payments due from or payment by the Company shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 76.8 The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award in accordance with the Arbitration and Conciliation Act, 1996.

**(b) Governing Laws:**

The contract shall be governed by and constructed according to the laws in force in INDIA.

## SECTION – VIII

### SAFETY CODE

#### 77.GENERAL:

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

#### 78. SAFETY REGULATIONS:

78.1. In respect of all labour, directly or indirectly employed in the work for the performance of contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per (i) Safety codes of Indian Standards Instructions (ii) The Electricity Act, and (iii) Regulations (iv) Safety/Precautions shall be taken while working on Height as per prevailing Indian safety norms. Rules and orders made there under and such other acts as applicable.

78.2. The contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction work, contractor shall consult Owner's Safety Engineer or Engineer-in-Charge and must make good to the satisfaction of the Owner any loss or damage due to fire to any portion of the work done under this contract or to any of the Owner's existing property.

#### 79. First Aid and Industrial Injuries:

- (i) Contractor shall maintain first aid facilities for his employees and those of his subcontractors.
- (ii) Contractors shall make outside arrangements for ambulance service and for treatment of industrial injuries. Name of those providing these services shall be furnished to Owner prior to start of constructions and their telephone numbers shall be prominently posted in Contractor's field office.
- (iii) All critical industrial injuries shall be reported promptly to owner, and a copy of Contractor's report covering each personal injury requiring the attention of a physical shall be furnished to the Owner.

#### 80. General Rules:

Smoking within the Battery Areas, rank farm, or dock limits in strictly prohibited. Violators of the "No Smoking" rules shall be discharged immediately".

**81. Contractor's Barricades:**

- (i) Contractor shall erect and maintain barricades required in connection with his operation to guard or protect, whenever/wherever required.
  - (a) Excavations.
  - (b) Hosting Areas.
  - (c) Areas adjudged hazardous by Contractor's or Owner's Inspectors.
  - (d) Owner's existing property subject to damage by Contractor's operation
  - (e) Rail road unloading spots.
- (ii) Contractor's employees and those of his sub-contractors shall become acquainted with Owner's barricading practice and shall respect the provisions thereof.
- (iii) Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

**82. Scaffolding:**

- (i) Suitable scaffoldings should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period works as can be done safely from ladders. When a ladder is used a Mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well, suitable footholds and handholds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).
- (ii) Scaffolding or staging more than 4 metres above the ground or floor swing on suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one metre high above the floor or platform of such scaffolding or staging and extending along with entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- (iii) Working platform, gangways and stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform of gangway or the stairway is more than 4 metres above ground level or floor level, they should closely boarded, should have adequate width and should be suitable fastened as described in (ii) above.
- (iv) Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1 metre.
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be security fixed. No portable single ladder shall be over 9 metres in length. The width between the side rails in run ladder shall in no case be less than 30

cm. For ladder upto and including 3 metres in length; for longer ladders this width should be increase at least 15 mm for each additional metre of length. Uniform step spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit or action or proceedings to any such person or which may with the consent of the contractor be paid to compromise any claim by any such person.

**83. Excavation and Trenching:**

All trenches 1.2 metres or more in depth, shall at all times be supplied with at least one ladder for each 50 M length or fraction thereof.

Ladder shall be extended from bottom of the trench to at least 1 metre above the surface of the ground. The sides of the trenches which are 1.5 metres in depth shall be stepped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated materials shall not be placed within 1.5 metres of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

**84. General Safety:**

- (i) Before any demolition work is commenced and also during the process of the demolition work.
  - (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
  - (b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
  - (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.
- (ii) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge, should be kept available for the use of the persons employed at the site and maintained condition suitable for immediate use and the contractor should take adequate steps to ensure proper use of equipment by persons concerned as outlined below:
  - (a) Workers employed on mixing asphalt materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

- (b) Those engaged in white washing and mixing or stacking of cements bags or any materials which are injurious to the eyes shall be provided with protective goggles.
- (c) Those engaged in welding and cutting works shall be provided with protective face and eye –shields, hand gloves etc.
- (d) Stonebreakers shall be provided with protective goggle and protective clothing and seated at sufficiently safe intervals.
- (e) When workers are employed in sewers and manholes which are in use, the contractor shall ensure that the manhole cover are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or board to prevent accident to the public.
- (f) The contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken:
  - (1) No paint containing lead or lead products shall be used except in the form paste or readymade paint.
  - (2) Suitable facemasks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.
  - (3) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them on cessation of work.
- (iii) When the work is done near any place where there is a risk of drowning all necessary safety equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- (iv) Use of hoisting machines and tackles including their attachments anchorage and supports shall conform to the following standard or conditions:
  - (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good working order.
  - (b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.
  - (c) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding which or give signals to the operator.
  - (d) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or



lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- (e) In case of department machines, the safe working load shall be notified by the Engineer-in-Charge. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Engineer-in-Charge, whenever he brings any machinery to site of work and get it verified by the Engineer-in-Charge.
- (v) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safe-guards. Hoisting appliances should be provided with such means as to reduce to the minimum the accidental descent of the load, adequate precaution should be taken to reduce to the minimum the risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations, which are already energized, insulating mats, wearing apparel such as gloves sleeves and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials, which are good conductors or electricity.
- (vi) All scaffolding, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffoldings, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of works.
- (vii) These safety provisions should be brought to the notice of all concerned by displaying on a notice board at a prominent place at the work spot. The person responsible for compliance of the safety code shall be named therein by the contractor.
- (viii) The ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the contractor shall be open to inspection by the welfare officer Engineer-in-Charge or safety Engineer of the Administration or their representatives.
- (ix) Notwithstanding the above clauses there is nothing in these to exempt the contractor from the operations of any other Act or rules in force in the Republic of India. The works throughout, including any temporary works, shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpaths at the site or in vicinity thereto or any existing works whether the property of the Administrations or of a third party.

**85. Care in handling Inflammable gas:**

The Contractor has to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinder/ inflammable liquids/

paints etc. as required under the law and/ or as advised by the fire authorities of the Owner.

**86. Temporary Combustible Structures:**

Temporary combustible structures will not be built near or around work site.

**87. Precautions against Fire:**

The Contractor will have to provide Fire Extinguisher/ Fire Buckets and drums at work site as recommended by Engineer-in-Charge. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/ inflammable liquid/ paints etc. as advised by Engineer- in-Charge. Temporary combustible structures will not be built near or around the work-site.

**88. Explosives:**

Explosives shall not be stored or used on the works or on the site by the contractor without the permission of the Engineer-in-Charge in writing and then only in the manner and to the extent to which such permission is given.

**89. Preservation of Peace:**

The Contractor shall take requisite precautions and uses his best endeavors to prevent any riotous or unlawful behavior by or amongst his workmen and other employed on the works and for the preservation of peace and protection of the inhabitants and Security of property in the neighborhood of the work. In the event of the Owner requiring the maintenance of a special Police force at or in the vicinity of the site during the tenure of works, the expenses thereof shall be borne by the Contractor and if paid by the Owner shall be recoverable from the Contractor.

**90. Outbreak of Infectious Diseases:**

The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer-in-Charge's Representative. Should Cholera, Plague or other infectious diseases break out the Contractor shall burn the huts, bedding clothes and other belonging of or used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer-in-Charge failing which within the time specified in the Engineer's requisition, the work may be done by the Owner and the cost thereof recovered from the Contractor.

**91. Use of Intoxicants:**

The sale of dent spirits or other intoxicating beverages upon the work in any of the buildings, encampments or tenements owned, occupied by or within the control of Contractor or any of his employees is forbidden and the contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition.

Scope of works mentioned in this Volume-II,GCC shall be applicable to Contractors wherever/whenever applicable and contractor has to follow all works in line with above clauses.