

agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the Contractor.

## 10.2 SITE ORGANISATION

10.2.1 In addition to the provisions of relevant clause of GTC-works and subject to the provisions in the contract document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified skilled, semi-skilled and unskilled personnel on the work, contractor shall deploy **supervisory personnel** as specified in **Annexure -II to this SCC** and augment the same as decided by the Engineer-in-Charge depending upon the site requirement & the exigencies of work so as to complete all works within the contracted time schedule and without any additional cost to OWNER.

10.2.2 Qualification & experience of Key Supervisory Personnel to be deployed for this work and penalty in case of non-mobilization shall be as per **Annexure -III to this SCC**.

10.3 CONTRACTOR shall maintain equipment deployed and manpower engagement register (including skilled and unskilled labour) / Hindrance register as per format given by Engineer-in-Charge at site and should present the same to OWNER representatives whenever asked for.

## 11.0 MEASUREMENT OF WORK

11.1 In addition to the provisions of relevant clause of General Conditions of Contract (GCC) and associated provisions thereof, the provisions of **Annexure-IV to SCC** shall also apply.

## 12.0 TERMS OF PAYMENT

12.1 Payments shall be made to the contractor as per the "Terms of Payment" as defined in **Annexure-V to SCC**.

## 13.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAMME

13.1 The CONTRACTOR shall adhere to the Quality Management System as per EIL Specification enclosed as per **Annexure-VI to this SCC**. After the award of the contract, detailed quality assurance programme to be followed for the execution (under various divisions of works) shall be submitted by CONTRACTOR and will be approved by Engineer in Charge.

13.2 The Contractor shall establish document and maintain an effective quality assurance system as outlined in recognized codes.

13.3 Quality Assurance System plans/procedures of the Contractor shall be furnished in the form of a QA manual. This document shall cover the details of the quality assurance, plans or procedures, ITPs to be followed for quality control in respect of execution of the works. The quality assurance system should indicate organisational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacturer's works and despatch of materials.

13.4 The Quality Assurance plan for various equipment and materials shall be furnished to the EIL/ OWNER well in advance prior to commencement of manufacturing. The EIL/ OWNER shall review the same within 3 (three) weeks of its submission.

13.5 The responsibility for inspection/ testing as per specification approved documents and agreed Quality Assurance procedure and plans shall be of CONTRACTOR. Inspection activities of the Third Party Inspection Agency shall be coordinated by the Inspection Coordinator of CONTRACTOR.

13.6 The Owner/EIL or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance and / or timely completion of the work.

13.7 The Contractor has to ensure the deployment of quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-In-Charge feels that Contractor's QA/QC Engineer(s) are incompetent or insufficient, Contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.

- 13.8 In case Contractor fails to follow the instructions of Engineer-In-Charge with respect to above clauses, next subsequent payment due to him shall not be released unless and until he complies with the instructions to the full satisfaction of Engineer-In-Charge.
- 13.9 Laboratory Equipment for Quality Assurance, as required shall be arranged by Contractor at Site as per requirement of Technical Specifications.
- 13.10 The Contractor shall adhere to "Specification for Documentation Requirements from Contractor" as per EIL Specification enclosed in the Bidding Document as **Annexure-VII to this SCC.**

#### **14.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT**

- 14.1 In addition to the provisions of relevant clause of GTC/GCC and associated provisions thereof, the Contractor, during entire duration of the Contract, shall adhere to OWNER's standard "HPGRDC ON-SITE CONSTRUCTION SAFETY MANUAL AND PROCEDURES" attached as **Annexure –VIII A** to and EIL's HSE requirement given in **Annexure-VIII B** to SCC. However, clause no. 6.2 (i.e. Physician/Medical Services) & 6.3 (i.e. Transportation) of Annexure-VIII A stands deleted.
- 14.2 In addition to the provisions of relevant clauses given elsewhere in the bidding document, and without prejudice to Contractor's liabilities and responsibilities to carry out the works with all safety measures and precautions, the contractor shall ensure to deploy adequate safety equipments as per the direction of Engineer in-Charge and as specified in **Annexure –VIII C to SCC.**
- 14.3 In case of any conflict between the provisions mentioned in the above said documents, the stringent of the provisions shall be followed.
- 14.4 The price quoted by the bidder is deemed to be inclusive of carrying out and completing the work by implementing and taking care of all necessary safety provisions including those mentioned in **Annexures VIII A and VIII B, VIII C to SCC** and as mentioned in Scope of Technical part of the bidding document.
- 14.5 The Contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.
- 14.6 In case of noncompliance, Engineer-In-Charge shall give notice to the Contractor. In case of repeated failure of the Contractor, Engineer- In- Charge shall be free to take actions such as withholding of bills, imposing heavy penalty etc. including getting the compliance done at Contractor's risk and cost. The quantum of such actions will be decided by the Engineer-in-Charge, considering the contract conditions and shall be final and binding upon the contractor.
- 14.7 The contractor shall establish a system in coordination with local hospital to provide one ambulance (with driver) as and when required. Contractor to keep basic life-saving medical equipment and medicines including First Aid Kit, Anti venom kit, CPR kit etc. at site. The contractor shall also arrange monthly health check-up for the contractor's workmen and personnel by an authorized medical practitioner and maintain medical records of all his site personnel. Such medical reports shall be submitted to Owner/ EIL on monthly basis. The cost towards the above shall be deemed to be included in the quoted price.

#### **15.0 SECURITY**

- 15.1 HPCL Green R&D Centre being a protected area, entry into the Project Premises shall be restricted and shall be governed by issue of photo gate passes by the Security of the Owner. The CONTRACTOR shall arrange to obtain through the Engineer-in-Charge, well in advance, all necessary entry permits/ gate passes for his staffs and labourer and entry and exit of his men and materials shall be subject to rigorous checking by the security staff. The CONTRACTOR shall not be eligible for any claim or extension of time whatsoever on this account.
- 15.2 The entry and exit of the project premises shall be manned by the Owner's security personnel in addition to the contractor's security. Notwithstanding, whether or not Owner's security has been deployed, CONTRACTOR shall arrange for the security for all his material, machinery, man power, etc. at his own cost. HPCL will not be responsible for the

- CONTRACTOR's material, manpower etc. The rates quoted by CONTRACTOR shall be inclusive of all above aspects.
- 15.3 Biometric verification of workmen & supervisors engaged by the contractor shall be installed by the contractor at entry & exit point(s) as required by Owner and the quoted rates shall be inclusive of the same. Data of entry/ exit of personnel in soft or hard copy shall be provided by the contractor to Owner/ EIL as and when sought by Owner/ EIL.
- 15.4 Since the project is related to important and sensitive information, requirement of efficient and strict security is of utmost importance. Contractor shall provide adequate number of watch and ward personnel on round the clock basis with limited/restricted access to the site through gates manned by the Security personnel. The responsibility of safe custody of materials, works in progress, office of Owner/Engineer-in-charge, building and all services etc. lies with Contractor only, till handing over to owner. Security plan shall be in line with the requirement of Owner and security agency appointed by contractor in consent with Owner/EIL shall follow strictly to the procedures, rules and regulations laid down by Owner.
- 15.5 Barricading, wherever required, as per instructions of Engineer in Charge during the execution of work shall be carried out by the contractor as approved by Engineer in Charge. The same shall be in the scope of the contractor and shall be deemed to be included in the quoted rates.
- 15.6 The entry into the construction area shall be restricted and shall be governed by issue of photo gate passes by the Security personnel. The CONTRACTOR shall arrange to obtain from Owner through the Engineer-in-Charge, well in advance, all necessary entry permits/ gate passes for his staffs and labourer and entry and exit of his men and materials. The CONTRACTOR shall not be eligible for any claim or extension of time whatsoever on this account.

#### **16.0 COORDINATION WITH OTHER AGENCIES**

- 16.1 CONTRACTOR shall be responsible for proper coordination with other agencies operating at the site of work so that work may be carried out concurrently, without any hindrance to others. The Engineer-in-Charge shall resolve disputes, if any, in this regard, and his decision shall be final and binding on the CONTRACTOR.
- 16.2 If and when required for the coordination of the works with other agencies involved at site, the CONTRACTOR shall within the scope of work, prepare approaches and working areas as may be necessary and cost towards the same shall be deemed to be included in the quoted price.

#### **17.0 LIGHTING ARRANGEMENT AT SITE**

- 17.1 Contractor shall ensure adequate illumination of worksite on a continuous basis till handing over of the work/complex to the owner to ensure safe working and to avoid pilferage/theft of materials lying in project site.
- 17.2 No additional payment shall be made on this account and the cost in this regard is deemed to be included in the quoted rates.

#### **18.0 MAKE OF MATERIALS**

- 18.1 All equipment and materials to be supplied under this contract shall be from approved vendors as indicated in the contract document.
- 18.2 Where the makes of materials are not indicated in the Contract Document, Contractor shall furnish details of proposed makes and supply the same after written approval of Engineer-In-Charge before placing order for procurement.
- 18.3 Deleted.

#### **19.0 GENERAL GUIDELINES DURING AND BEFORE ERECTION**

- 19.1 Orientation of all foundation, elevations, lengths and disposition of anchor bolts and diameter of holes in the supports saddles shall be checked by contractor, well in advance. Minor rectifications including chipping of foundations as the case may be shall be carried

- out at no extra cost to owner by the Contractor after obtaining prior approval of the Engineer-in-charge. The Contractor shall also be provided with the necessary structural drawings, piping layouts etc. wherever required, for reference. If a structural member needs to be dismantled, to facilitate the equipment erection, same shall be done by the Contractor after ensuring proper stability of main structure with prior permission of Engineer-in-charge. All such dismantled members shall be put in position back after the completion of equipment erection to satisfaction of Engineer-in-charge.
- 19.2 CONTRACTOR to note that work of other agencies will not be kept under hold for the purpose of release of work front for equipment erection and other works in CONTRACTOR's scope.
- 19.3 A well planned and feasible erection sequence shall be developed by the CONTRACTOR in such a way that it results into NO HOLD on nearby equipments foundations/civil and structural works or erection of any facility. CONTRACTOR will identify and indicate clearly the detailed erection sequence of various equipments for review / approval of OWNER/ EIL on award of contract.
- 19.4 The CONTRACTOR shall be responsible for organizing the lifting of the equipment in proper sequence so that orderly progress of the work is ensured and access routes for erecting the other equipments/facilities are kept open.
- 19.5 CONTRACTOR to mobilize Cranes and other resources, as required, to meet the sequence/ schedule of completion at no extra cost to OWNER.
- 19.6 The CONTRACTOR on award of contract will furnish the make and model of cranes proposed to be mobilized by him at site to work as main crane and trailing cranes. Erection of equipments by any other means other than cranes is not acceptable.
- 19.7 Detailed erection scheme for all critical equipments will be developed and submitted by the CONTRACTOR on award of work for approval of Engineer-in-charge at site. All the Cranes and lifting tackles are subjected to load testing by authorised testing and certification agency at site / should have valid load test certificates. For the purpose of load testing of cranes, the CONTRACTOR will submit a "Procedure for Load Testing of Cranes" to the Engineer-in-Charge. The actual load testing shall be carried out in accordance with the procedure, as approved by the Engineer-in-Charge. The CONTRACTOR at no extra cost to OWNER will arrange required loads for load testing purpose.
- 19.8 All lifting tackles to be used during erection shall be appropriately labelled/ stamped for their safe working loads. The safe working loads mentioned on labels/ stamping on lifting tackles will be as per the latest test certificates, which will be made available by CONTRACTOR (in original) before actual use of such lifting tackles at site.

## **20.0 ERECTION OF EQUIPMENTS**

- 20.1 All erection shall be carried out by Cranes of suitable capacity. The contractor shall arrange the crane of suitable capacity required for erection and include cost for same in respective items without any liability on the part of Owner.
- 20.2 The CONTRACTOR shall submit erection schemes for erection of critical equipments to Engineer-in-Charge for his approval. No equipment shall be erected in the absence of an approved erection scheme for such equipment.
- 20.3 Grouting of equipments, anchor bolts, pockets and under base plates shall be carried out as per technical specifications.
- 20.4 Bamboo scaffolding for construction activities are not allowed, Contractor shall use Steel Pipes for scaffolding.
- 20.5 The quoted rates of the CONTRACTOR shall be deemed to include load testing of the cranes as required to establish the lifting capacity and fitness of the cranes.

## **21.0 UNDERGROUND AND OVERHEAD STRUCTURES**

- 21.1 The CONTRACTOR will familiarize himself in respect of all existing structures, overhead lines and existing pipelines and utilities existing at the job site before commencing work. CONTRACTOR shall collect all the drawings and plans of existing and planned underground services available with the OWNER and additionally trial pits may be

- excavated by the CONTRACTOR to ascertain underground facilities. The CONTRACTOR shall follow these drawings and plans closely at all times during the performance of work
- 21.2 OWNER/ Engineer-in- Charge shall provide, to the best possible extent, details in respect of existing structures, overhead lines, existing pipelines and utilities existing at job site to the CONTRACTOR. The CONTRACTOR shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified OWNER/ Engineer- in-Charge from and against any destruction thereof or damages thereto. Any destruction or damage done to the said facilities shall be rectified and restored by the contractor at his own cost. Moreover, CONTRACTOR shall prepare drawing showing all the above stated details accurately and submit to Engineer-in-Charge. No extra payment shall be made on this account.

**22.0 PROVISION OF PROPER FABRICATION SHED**

- 22.1 Contractor shall provide all weather fabrication sheds at site for all pre-fabrication activities to the satisfaction of Engineer-in-charge. The requirement of fabrication sheds shall be firmed up in consultation with Engineer-In-Charge for numbers/ size of fabrication shed.

**23.0 PROVISION OF PROPER WAREHOUSING**

- 23.1 Materials shall be properly stored by Contractor in his warehouse to enable easy traceability, handling and preservation with all materials having proper identification marks, colour coding etc. In case Contractor fails to follow the specified requirements, next payment due to him shall not be released till he complies with all the requirements to the satisfaction of Engineer-In-Charge.
- 23.2 The Contractor shall maintain wherever required an air-conditioned room for the storage of the instruments as well as for calibration and testing of the instruments at his own cost. The contractor shall provide these facilities within the quoted price.

**24.0 REGISTRATION OF THE CONTRACTOR WITH STATUTORY AUTHORITIES**

- 24.1 Within 30 days of the award of the Contract, the CONTRACTOR shall, in so far as necessary, register itself and the Contract at their own cost with the Reserve Bank of India, Income Tax, GST Authority and other statutory authorities as required under the rules and regulations governing in India. The Contract Price shall be deemed to include all costs towards the same. A copy of all documents related to all such registration shall be submitted to OWNER/Engineer in Charge for record.

**25.0 MOBLISITION ADVANCE (if payable)**

- 25.1 Mobilization advance shall be granted in line with the provisions indicated in bidding document including details given in Terms of Payment (Annexure-V to SCC).

**26.0 SECURED ADVANCE ON MATERIALS**

- 26.1 No secured advance shall be payable to the contractor for the subject contract.

**27.0 INSURANCES**

- 27.1 Contractor shall take insurance for all material / equipments brought to site till permanent incorporation in the works. Therefore, before commencing the execution of work, the Contractor shall obtain "Contractor's All Risk" (CAR) Policy for the total contract value at his own cost & expense in the joint names of Owner & Contractor (Owner shall be the first beneficiary). Wherever the contractor already has the Insurance policies for their worker/equipments/vehicles etc. proposed to be used at project site, the contractor shall have the option either to get a new Insurance policy in the Joint name of Owner and contractor or get the endorsement of existing policies from Insurers in the Joint name of owner and contractor.
- 27.2 All other insurance required under Indian Laws and regulations, including Workmen Compensation Act / Employee State Insurance / Third Party Liabilities etc. and insurance for their equipments engaged in performance of work shall also be arranged by Contractor. The Contractor shall keep all the Insurance Policies as mentioned above valid till the Completion of work.

27.3 Necessary applications, approvals and certifications etc. if any, shall be done by the contractor at his own cost. The procedures required for lodging insurance claims including any requirements of power of attorney by Owner shall be finalised with the successful bidder.

27.4 The cost towards the above is deemed to be inclusive in the quoted rates.

## **28.0 PERFORMANCE INSURANCE POLICY**

28.1 In addition to the above insurances provisions, the contractor shall take and submit Performance Insurance Policy in the name of the Owner or as approved by the owner, from an IRDA registered Insurance Company towards performance of major components of the Solar Photo Voltaic (SPV) Plant including but not limited to SPV modules, PCUs, switchboards, transformers etc.

28.2 The policy shall be taken to cover the complete Operation and Comprehensive Annual Maintenance (OCAM) Period of 10 years as per the provisions of the Bidding Document and shall be submitted to the Owner before the start of the OCAM period.

28.3 The Insurance shall be claimable in the event of occurrence of irreparable defects in one or more components or design of the installed SPV Plant which may result in shortfall of guaranteed performance as mentioned else wherein the bidding document. The decision on claiming the policy or identification of event of occurrence of irreparable defects shall be taken by the Owner and shall be binding on the Contractor. Notwithstanding, if contractor notices any such event of occurrence of irreparable defects in any components, and is of the view that the same shall have to be replaced through insurance, he shall immediately raise the request for doing so with the Owner and seek Owner's approval in this regard.

28.4 The terms and conditions of the Policy shall be got concurred by the Owner.

28.5 All expenses, charges, premiums etc. involved in taking, maintaining, claiming and renewing the Insurance in whole or part, shall be to Contractor's account and the prices quoted by the Contractor shall be inclusive of the above.

28.6 Contractor shall be responsible for all coordination and liaisoning with the owner as well as the Insurance Company for initiating, applying, filing, arranging inspection, following up etc. for claim and its settlement.

28.7 Irrespective of the decision on the claim by the Owner or the claim settlement period or amount, the Contractor shall, immediately upon identification of any such event of occurrence of irreparable defects, take necessary action on his own cost for restoring the smooth running of the Solar plant at desired capacity.

28.8 Claim amount received by Owner from the Insurance Company after settlement, shall be reimbursed, without any interest, to the Contractor upon receipt of supporting documents towards replacement of the defected component.

28.9 Receipt of insurance compensation is subject to tax under the head "Income from Capital Gains" and is taxable in the year of receipt and depreciable assets will be subjected to short term capital gain to the Owner.. Prevailing taxes, including GST, Income tax shall be levied on the net reimbursement amount to the contractor which is the amount after deduction of the impact of tax on capital gain to the owner on this account and other incidental charges.

28.10 Any difference between the claim amount received by the owner from the Insurance Company and the expenses incurred by the Contractor shall be to Contractor's account.

28.11 The decision to file claim will be taken by HPCL. Insurance provider shall provide more than one time settlement and can be approached for partial value as and when identified. The cost towards all the above is deemed to be included in the quoted rate.

28.12 In case the Contractor defaults in timely remitting any charges, premium etc. related to the Insurance Policy, Owner may remit the same towards keeping the validity of the Insurance policy intact. The same shall be adjusted in any amount due for payment to the Contractor. Alternatively, Owner shall have right to invoke the Security Deposit of the Contractor for remitting the above mentioned charges. Owner shall have the right to charge any processing charges in this regard from the Contractor. The decision of the Owner, in this

regard shall be binding upon the Contractor.

## **29.0 SUB-CONTRACTOR**

- 29.1 Contractor will submit to the Owner /EIL for approval the details of nominated Sub-Contractors as per **ANNEXURE- XII** to Special Conditions of Contract. Contractor shall ensure that very competent and resourceful agencies with proven track record and performance should only be proposed for the work to be subcontracted.
- 29.2 Bidding entity that submits it's bid, qualifies and does not get the order because of it being not the lowest, it will be prohibited from working as a SUBCONTRACTOR for the CONTRACTOR who is executing the order.
- 29.3 Not less than 30 (thirty) days before the intended date of each Subcontractor commencing work, the Contractor shall notify Owner/ EIL of such intention.
- 29.4 The Contractor shall be responsible for observance by all Subcontractors of any Applicable Laws and all the provisions of the Contract. The Contractor shall be entirely responsible for the acts or defaults of any Subcontractor, its representatives or employees, as if they were the acts, omissions or defaults of the Contractor, its representatives or employees. The Contractor shall provide to OWNER/EIL, certified true copies of all the executed Subcontracts containing complete terms and conditions, and annexure other than the price. The Contractor shall make timely payments to the Subcontractors and resolve all matters and differences with any Subcontractor speedily, without affecting the execution of the Works in any manner.
- 29.5 The terms and conditions of any Subcontract shall impose on the Subcontractor such terms and conditions of the Contract as are applicable and appropriate to the part of the Works to be executed by the Subcontractor, to enable the Contractor to comply with its obligations under the Contract.
- 29.6 Notwithstanding any consent to the selection of the Subcontractor given by OWNER, OWNER shall have full power to order the Contractor to terminate any Subcontractor and substitute such Subcontractor with any other sub-contractor and the Contractor shall be bound to follow such order, provided that such order is provided in writing by OWNER, clearly specifying the reasons for such termination.
- 29.7 Owner shall, under no circumstances be liable to any Subcontractor and the Contractor shall indemnify and keep indemnified Owner against all liabilities, costs, claims and demands of whatsoever nature by any Subcontractors without any extra cost to Owner.
- 29.8 Contractor shall be responsible for coordinating with all his sub-contractors.
- 29.9 The Contractor shall be solely responsible for the payments to be made to the Subcontractors in accordance with their respective Subcontracts and ensure proper and uninterrupted execution of the Works. Owner/EIL shall not interfere in the day to day management of the Subcontract between the Contractor and its Subcontractor, but if any complaint is received by Owner/EIL from any Subcontractor regarding non-payment or delay in payment by the Contractor to such Subcontractor, then Owner/EIL may, by a written notice, require the Contractor to resolve such complaint within a reasonable period (to be specified in the notice) and provide the details of the steps taken by the Contractor to resolve the complaint, to Owner/EIL. If the issue is not satisfactorily resolved and the details provided by the Contractor are not considered satisfactory, Owner may, at its sole discretion, make direct payment to the Subcontractor as per its claim and recover such payments from any payment due to the Contractor under the Contract.

## **30.0 PROMOTION OF MSE**

- 30.1 Owner/EIL is committed to promotion and development of micro and small enterprises. Accordingly, bidders are also encouraged to promote the same by considering MSE sub-suppliers/ sub-contractors to the extent possible under the Orders/ Contracts awarded on them by Owner/EIL. All efforts shall be made by bidder to encourage procurement through MSEs (holding valid certificate) through their Sub orders/ Sub contract procurement. The successful bidder shall provide the following only for the purpose of reporting.

- i) Monthly Reports for purchase of material/services/ sub-contracts (from MSE vendors) shall be submitted by bidder to HPCL.
- ii) The report shall be signed by authorised person of contractor (Successful Bidder).
- iii) Report shall be submitted in the following format.

Sl. No.	Sub-Supplier/ Subcontractor	Work order no. & date	Item Description	Amount (In Rs)	Category of MSE Gen/ SC/ ST/ Women	MSME Status Micro/ Small with code	Remarks

### **31.0 TRADE RECEIVABLES DISCOUNTING SYSTEM**

- 31.1 Government of India has implemented the Trade Receivables Discounting System (TReDS). TReDS is an institutional mechanism set up in order to facilitate the financing of trade receivables of MSMEs from corporate buyers through invoice financing by multiple financiers. Owner is already registered on the following TReDS Platform:

*A. TReDS Limited*

Website : [www.invoicemart.com](http://www.invoicemart.com)

Address : A. TReDS Ltd., A3, 11<sup>th</sup> Floor, Ashar IT Park, Road no. 16Z, Wagle Industrial Estate, Thane (West) – 400 604

MSME bidders are requested to register on the TReDS platform.

### **32.0 SITE CLEANING**

- 32.1 The contractor shall clear the site of work simultaneously as the work proceeds on daily basis to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working failing which the same shall be got cleared by the Owner / EIL at the risk and cost of contractor by giving him one day notice.
- 32.2 If the work involves dismantling of any existing structure in whole or part, care shall be taken to limit the dismantling upto the exact point and/ or lines as directed by the Engineer-in-Charge and any damage caused to the existing structure beyond the said line or point shall be repaired and restored to the original condition by the CONTRACTOR at his cost, to the satisfaction of the Engineer-in-Charge, failing which the same shall be rectified/restored at the risk and cost of CONTRACTOR by Engineer-In-Charge, whose decision shall be final and binding upon the CONTRACTOR.
- 32.3 The Contractor shall be the custodian of the dismantled materials till the Owner / EIL takes charge thereof.
- 32.4 The Contractor shall dispose off the unserviceable materials, debris etc. to any suitable area as decided by the Engineer-in-Charge.
- 32.5 The Contractor shall sort out, clear, protect (if required by way of suitable packing etc.) and stack the serviceable materials obtained from the dismantling/renewal at places as directed by the Engineer-in-Charge.
- 32.6 No extra payment shall be paid on this account. The rates quoted in SOR/SOP are deemed to be inclusive of all the costs towards all the above activities as well.

### **33.0 INSTALLATION OF SIGN BOARDS**

- 33.1 The Contractor, during the execution of work shall fix/ install Construction/safety sign boards of suitable sizes as per the provisions of the contract and in sufficient quantity as per the instructions of Engineer-in-Charge. The cost of the same shall be deemed to be included in the quoted price and no additional payment shall be made to the contractor on this account. GRIHA/LEED/IGBC/PCB norms to be followed for the signage including signage material.



#### **34.0 CHECKING OF LEVELS**

- 34.1 The Contractor shall be responsible for checking levels, orientation plan of all foundations, foundation bolts, etc., well in advance of taking up the actual erection work and bring to the notice of Engineer-in-Charge discrepancies, if any. In case of minor variations in levels etc. the Contractor shall carry out the necessary rectifications to the foundations within his quoted price.
- 34.2 The Contractor shall also be responsible for checking with templates, wherever necessary, the disposition of foundation bolts with the corresponding bases of structure and shall effect rectifications, as directed, within his quoted rate.

#### **35.0 RESPONSIBILITY OF CONTRACTOR**

- In addition to the provisions of relevant clause of General Conditions of Contract and associated provision thereof, the Contractor shall also comply with the following:
- 35.1 It shall be the responsibility of the Contractor to obtain the approval for any revision and/or modifications decided by the Contractor from the Owner/EIL/ Engineer-in-charge before implementation. Also such revisions and/or modifications if accepted/ approved by the Owner/EIL/Engineer-in-charge shall be carried out at no extra cost to the Owner/EIL. Any changes required during and/or after approval for detailed construction drawings due to functional requirements or for efficient running of system keeping the basic parameters unchanged and which has not been indicated by the Contractor in the data/drawings furnished along with the offer will be carried out by the Contractor at no extra cost to the Owner/EIL.
- 35.2 All expenses towards mobilisation at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site etc. shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 35.3 It shall be entirely the CONTRACTOR's responsibility to provide, operate and maintain all necessary construction equipment, steel scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedule. It is the responsibility of the CONTRACTOR to get their Lifting and Shifting equipment tested and certified at stipulated intervals by the Competent Statutory Authority / Authorised Agency. Contractor shall submit all such tests and calibration certificates prior to start of job. (if possible during the KOM itself along with the list of equipment to be used during execution).Such certification shall be current and valid.
- 35.4 Preparing approaches and working area for the movement and operation of the cranes, levelling the areas for assembly and erection shall also be responsibility of the CONTRACTOR. The CONTRACTOR shall acquaint himself with access availability facilities, such as railway siding, local labour etc., to provide suitable allowances in his quotation. The CONTRACTOR may have to build temporary access roads to aid his own work, which shall also be taken care of while quoting for the work.
- 35.5 The procurement and supply in sequence and at the appropriate time of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.
- 35.6 The CONTRACTOR shall make all provisions for monsoon protection cover to ensure that there shall not be any stoppage/hindrance in working during monsoon season.
- 35.7 Contractor should ensure following facilities at construction site during execution of job without any additional charge to Owner/Engineer in Charge:
- a) Sanitation facility by arrangement of Mobile toilet etc.
  - b) Suitable drinking Water facility
  - c) Temporary shelters in form of temporary shed

#### **36.0 WORK FRONT**

- 36.1 The work involved under this Contract may include such works as have to be taken up and

completed after other agencies have completed their jobs. The CONTRACTOR will be required and bound to take up and complete such works as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the CONTRACTOR on this account unless it is solely attributable to the Owner/EIL. Only extension of time limit shall be admissible, if the availabilities of work fronts to the CONTRACTOR are delayed due to any reason not attributable to the CONTRACTOR.

**37.0 PHOTOGRAPHS**

37.1 The contractor shall take adequate number of photographs of the work as directed by the Engineer-in-Charge and submit a set each month along with weekly/monthly progress report in the formats approved by Engineer-In-Charge. In addition, the contractor shall also develop Video photography of the project showing progress of work at regular intervals as decided by the Engineer-in-Charge. Nothing extra shall be payable to the contractor on this account.

**38.0 DRAWINGS AND DOCUMENTS**

38.1 The drawings accompanying the Bidding Document, if any, are of indicative nature and issued for bidding purpose only. Purpose of these drawing is to enable the bidder to make an offer in line with the requirements of the Owner/EIL. However, no extra claim whatsoever shall be entertained for variation in the "Approved for Construction" and "Bidding document drawings" regarding any changes/units. Construction shall be as per drawings/specifications issued / approved by the Engineer-in-Charge during the course of execution of work. Detailed construction drawings (wherever required) on the basis of which actual execution of work is to proceed will be prepared by the Contractor.

38.2 The drawings and documents to be submitted by the Contractor to Owner/EIL after award of the work as per the requirements enlisted in the bidding document shall be for Owner/EIL review, information and record. The Contractor shall ensure that drawings and documents submitted to Owner/EIL are accompanied by relevant calculations, data as required and essential for review of the document/ drawings. Owner/EIL shall review the drawings/documents within two weeks from the date of submission provided the same are accompanied by relevant calculations, data as required and essential for review.

38.3 All documents and drawings including those of Contractors sub-vendor's manufacturer's etc. shall be submitted to Owner / EIL after having been fully vetted in detail, approved and co-opted by the Contractor & shall bear Contractor seal/ certifications to this effect. All documents/drawings & submissions made to Owner/EIL without compliance to this requirement will not be acceptable and the delay & liability owing to this shall be to the Contractor's account.

38.4 The review of documents and drawings by Owner / EIL shall not absolve Contractor from his responsibility to meet the requirements of specifications, drawings etc. and liabilities for mistakes and deviations. Upon receiving the comments on the drawing/documents reviewed by Owner / EIL, Contractor shall incorporate the comments as required and ensure their compliance.

38.5 Copies of all detailed working drawings relating to the works shall be kept at the contractors' office at the site and shall be made available to the Engineer-in-charge/ Owner at any time during execution of the contract. However, no extra claim whatsoever shall be entertained for any variation in the "approved/issued for construction drawings" and "tender drawings" regarding any changes/units unless otherwise agreed.

38.6 The Contractor shall rectify any inaccuracies, errors and non-compliance to contractual requirements. Any delay occurring on this shall not construe a reason for delay/ extension of time.

**39.0 UNCONDITIONAL "NO CLAIM CERTIFICATE" BY CONTRACTOR**

39.1 Unconditional "No claim certificate" shall be furnished by the CONTRACTOR alongwith final bill with the intent that the final bill prepared by the CONTRACTOR shall reflect any and all claims whatsoever of the CONTRACTOR against the OWNER arising out of or in contract or work performed by the CONTRACTOR.

39.2 The Contractor must include in that claim the statements for the Contract Price, summarising and reconciling all previous payments made by Owner and adjustments in the Contract Price.

39.3 The “No- Claim Certificate” shall also state that the Contractor waives all rights to bring any claims which the Contractor is entitled to make, but which are not included in the Final Bill.”

39.4 In addition to above, “No DUES” certificate shall be furnished by the contractor alongwith final bill with the intent that the all final payments have been made by the contractor to its subcontractors, vendors, material suppliers, labour suppliers etc. and will indemnify the Owner/Engineer in Charge against any claim or dispute of payments between contractor and its subcontractors, vendors, material suppliers, labour suppliers, tax liability etc.

#### **40.0 FUEL REQUIREMENT OF WORKERS**

40.1 The CONTRACTOR shall be responsible to arrange for the fuel requirement of his workers and staff without resorting to cutting of trees and shrubs. Cutting of trees and shrubs is strictly prohibited for this purpose. The cost is deemed to be inclusive in the quoted rates.

#### **41.0 WORKING HOURS**

41.1 CONTRACTOR shall mobilize sufficient work force, machinery, equipments etc. so as to complete the job by working in normal working hours of the Project Premises from Monday to Saturday. However, depending upon the requirement, time schedule/approved program and the target set to complete the job in time, the works may have to continue beyond normal working hours to the extent of round the clock and Holidays also, for which no extra claim shall be entertained. Permission to work during extended hours on CONTRACTOR's request may be granted by OWNER/ ENGINEER-IN-CHARGE, depending on the work exigencies, subject to CONTRACTOR fulfilling all safety and security norms of the Project Premises.

#### **42.0 EXECUTION OF ELECTRICAL WORKS**

42.1 The Contractor or its nominated Sub-Contractor(s), as the case may be, shall have a valid electrical Contractor's license for working in the State in which the job site is located. The Contractor shall furnish a copy of the same to Engineer-in-charge before commencement of any electrical work or work pertaining to Electrical System.

42.2 No electrical work or work pertaining to electrical system(s) shall be permitted to be executed without a valid electrical contractor's license being produced by the Contractor or Sub-Contractor, as the case may be, intending to execute the work.

#### **43.0 DISTINCTION BETWEEN FOUNDATION AND SUPERSTRUCTURE**

43.1 To distinguish between work in substructure and superstructures, the following criteria shall apply:

43.1.1 For all equipments pedestals, pipe racks, other foundations and RCC structures, work done upto 300mm level above Highest Pavement Point/Finished Floor Level will be taken work in sub-structure and work above this level will be treated as work in superstructures.

43.1.2 For Buildings only, all works upto level corresponding to finished floor level (Ground Floor) shall be treated as work in “Substructure” and all works above the finished floor level shall be treated as “Work in Superstructure”.

43.1.3 Irrespective of what has been stated above, all pavements, RCC retaining wall, all pipe sleepers and any similar item would be taken as work done in substructure irrespective of locations nomenclature, and levels given anywhere.

43.1.4 Where not specifically pointed out all works in sumps, drains manholes, tank pads, cable trenches or such similar items would be taken as work in substructure.

#### **44.0 ROYALTY**

44.1 Royalty shall not be paid separately. Contractor's quoted rates should be inclusive of the royalty on different applicable items as per the prevailing State Government rates.

#### **45.0 COMPLIANCE WITH LAWS**

- 45.1 The Contractor shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:
- i) Contract Labour (Regulation & Abolition) Act 1970 & the centre rules, 1971 framed there under.
  - ii) BOCW act
  - iii) Payment of Wages Act.
  - iv) Minimum Wages Act.
  - v) Employer's Liability Act.
  - vi) Factory Act.
  - vii) Apprentices Act.
  - viii) Workman's Compensation Act.
  - ix) Industrial Dispute Act.
  - x) Environment Protection Act.
  - xi) Wild life Act.
  - xii) Maritime Act.
  - xiii) Any other Statute, Act, Law as may be applicable.
- 45.2 The CONTRACTOR shall ensure to follow the Owner's SPECIAL TERMS & CONDITIONS WITH REGARD TO LABOUR LAW COMPLIANCE as per **ANNEXURE- XIV**. HPCL would reimburse Travelling allowance to the contractor for the contract workman engaged as per the provision mentioned in Appendix-1 to Annexure-XIV.

#### **46.0 GOVERNMENT OF INDIA NOT LIABLE**

- 46.1 It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the OWNER is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights thereunder. It is expressly understood and agreed that the OWNER is an independent legal entity with power and authority to enter into contracts, solely in its own behalf under the applicable laws of India and general principles of Contract Law. The CONTRACTOR expressly agrees, acknowledges and understands that the OWNER is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue the Government of India on any matter, claim, cause of action or thing whatsoever arising of or under this contract.

#### **47.0 FINAL INSPECTION**

- 47.1 After completion of all tests as per specification the whole work will be subject to a final inspection to ensure that job has been completed as per requirement. If any defects are noticed in the work attributable to Contractor, the Contractor at his own cost shall attend these, as and when the Owner/Engineer-in-Charge bring them to his notice. The Owner/Engineer-in-Charge shall have the right to have these defects rectified at the risk and cost of the contractor if he fails to attend to these defects immediately. (Time period shall be fixed by OWNER/ Engineer- In-Charge).
- 47.2 Where factory Inspection shall be done by Owner/Engineer-in-Charge or their authorized representatives as specified in the technical part of the bidding document, all expenses including boarding, lodging, tickets, travel expenses, fees etc. of the inspectors appointed by Owner/EIC shall be borne by the Owner/EIC.

#### **48.0 COMPLETION DOCUMENTS**

- 48.1 The following documents shall be submitted by the Contractor in Soft copy and hard binder

as part of completion documents:

- a. Test certificates, Warrantee/Guarantee certificates and copies of Purchase order with prices blank from manufactures/suppliers for all materials – 1 copy
- b. All other requirements as specified in the respective specifications – 1 copy
- c. Material appropriation statement as required – 1 copy
- d. MTC/Material test reports of all construction materials used and chemical analysis of weld deposits (for the material supplied by the contractor) – 1 copy
- e. As built drawings duly approved by Engineer in Charge – 3 copies along with one set of soft copy.

#### **49.0 DISPUTE SETTLEMENT BETWEEN GOVT. DEPT. / PSU & PSE**

- 49.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSE(s) and Government Department(s)/ organization(s) (including insurance issues but excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.
- 49.2 Notwithstanding the existence of any dispute or arbitration in terms hereof or otherwise, the CONTRACTOR shall continue and be bound to continue and perform the works to completion in all respects according to the Contract (unless the Contract or Works be determined by the OWNER) and the CONTRACTOR shall remain liable and bound in all respects under the Contract.

#### **50.0 EMPLOYMENT OF LOCAL LABOUR**

- 50.1 The CONTRACTOR shall ensure that local labour, skilled and/or unskilled, to the extent available shall be employed in this work. In case of non-availability of suitable labour in any category out of the above persons, labour from outside may be employed.
- 50.2 The CONTRACTOR shall not recruit personnel of any category from among those who are already employed by the other agencies working at site but shall make maximum use of local labour available.

#### **51.0 GENERAL ENVIRONMENT REQUIREMENT**

- 51.1 The CONTRACTOR has to ensure efficient use of natural resources like water, fuel oil and lubricants. The CONTRACTOR should ensure proper awareness of workers to maintain a green and clean environment inside/outside the SITE OF WORK. The CONTRACTOR must collect and dispose of all the waste and scrap materials at the designated place only as directed by ENGINEER-IN-CHARGE.

#### **52.0 ENTRY PASSES, GATE PASSES, WORK PERMITS AND SAFETY REGULATIONS**

##### **52.1 Entry Passes**

- 52.1.1 The Contractor shall follow regulations of OWNER for arranging entry passes for his workers and staff.
- 52.1.2 The works under this contract are to be carried out in areas adjacent/adjoining to the existing premises/buildings. As such, Contractor is required to abide by safety and security regulations of OWNER enforced from time to time.

##### **52.2 Gate Passes and Shipping Memos**

- 52.2.1 To bring materials/ equipments/ tools/ tackles etc. inside the plant for construction work, the Contractor has to produce challans/ proper documents to OWNER's personnel at gates. The materials shall be checked thoroughly by OWNER's personnel at Gate and recorded in their register before allowing any material to be brought inside the project premises area by Contractor. It shall be Contractor's responsibility to ensure that the recorded entry no., date, signature of OWNER's authorised representative with stamp are recorded on challans/ supporting documents signed by OWNER's personnel at gate during entry.

52.2.2 Shipping Memos issued by OWNER shall be preserved by Contractor and enclosed while returning the materials to OWNER.

52.2.3 Contractor shall be the custodian of the issued gate passes which will be reconciled and submitted to EIC by the contractor for handing over to HPCL at the time of final completion for obtaining final clearance from HPCL.

### 52.3 Work Permits

52.3.1 When work is to be carried out in hazardous areas, hot work permit are to be obtained before start of work for all the jobs which are capable of generating flame, spark, heat etc. namely, Gas cutting, grinding, welding, use of any electrical/ diesel/ petrol/ battery operated prime mover/ machine tools/ equipment/ generator sets/ mixer machine/ drilling machine/ pumps/ crane/ forklift/ truck/ trailer/ chipping/ breaking of rocks/ concrete/ hacksaw cutting and drilling, etc.

52.3.2 Cold work permits are to be obtained for the jobs which are not in the category of hot work and where there is no risk of fire, viz, transportation/ backfilling of ordinary soil in manual process, pile testing, hydro testing, shuttering, fixing of reinforcement, hand mix concreting, plastering, brick work etc.

52.3.3 According to the nature of work and use of various types of equipment and tools the Contractor has to apply for cold/ hot permits in a prescribed format at least two days before the work is planned to start. No work permit shall be issued by OWNER unless proper arrangement is made by Contractor to ensure safe performance of work inside the plant. Job wise and area wise permits shall be issued to Contractor and against each permit at least one construction supervisor and one safety supervisor of required level shall always be made available at site by Contractor. These safety permits shall be issued at one point by OWNER.

### 52.4 Vehicle Permits

52.4.1 Permits are to be obtained separately for entry/ use of vehicles/ trailers etc. inside the plant. The following requirements are to be met to obtain vehicle permit:

- i) Vehicle/ Equipment etc. should be brought to site in good condition.
- ii) Valid Road tax certificate, fitness certificate and insurance policy from competent authority.
- iii) Valid operating/ driving licence of driver/operator.

### 52.5 Validity Of The Permits

- i) Permit is valid for 24 hours.
- ii) No permit is valid if it is not renewed by the shift in-charge/ shift representative in shifts (Morning & Evening).
- iii) The permit shall be issued for a maximum period of one month and if extension is required, Contractor has to apply for fresh permit.
- iv) No permit is valid on holidays unless special permission is obtained from the competent authority.

### 52.6 Safety Regulations

#### 52.6.1 Regarding Work Permit:

- i) The work shall be carried out inside project premises as per OWNER Safety rules and Regulations and instructions of ENGINEER-IN-CHARGE issued from time to time. Many times it may happen that the working hours shall be drastically reduced or increased to meet certain safety requirements and Contractor shall meet these requirements without any time or financial implications. To obtain work permit and to satisfy all conditions laid down therein, shall be the responsibility of Contractor. No claim for idling of machinery, plant, manpower etc. for safety reasons or non-issuance of work permit shall be admissible.
- ii) The Contractor shall abide by all safety regulations and ensure that safety equipment for specific job as stipulated in the factory act/ safety handbook is issued to workers during execution of work, failing which all the works at site shall be suspended.

52.6.2 Regarding Hot work:

- i) When doing hot work, Contractor must ensure that the fire hose is hooked up with the fire water system and extended to the work spot. Fire extinguisher must be kept near the working spot. Area around and below the hot working place must be adequately protected from falling/ coming out of sparks/ hot metals from the booth made of asbestos cloth/ sheet and wetting them with water. Contractor must arrange sufficient number of fire hoses and fire-fighting equipment of approved quality at his own cost to carry out hot job inside the plant. Welding and electrical cables should be of approved quality, and no jointing and loose connection shall be permitted. Contractor must provide cotton dress, safety shoe, safety helmet, safety belt, hand gloves of approved quality to his workers to meet the safety requirement of various jobs to be carried out inside the project premises area.
- ii) Contractor will be permitted to work in the running buildings with local barricading/enclosure while executing any hot work. Cost of the local barricading will be in-built by the Contractor in the quoted rates of respective hot work execution. No additional payment shall be made to Contractor for barricading/enclosure.
- iii) As a part of the local barricading, Fire retardant cloth, Asbestos cloth and GI sheets shall be used for barricading at all levels by the Contractor with sufficient stock of the same to work parallel at multiple locations and working during shutdown.

52.6.3 Regarding use of Vehicles:

Vehicles shall be allowed to run at site after taking all safety measures with the permission of concerned authority of site. Vehicle must not ply on any road within the plant at speed exceeding 20 KM/hr. Mobile crane/ loaded trucks/ trailers must not exceed speed limit of 15 KM/hr inside the plant. No crane is allowed to move inside the plant with load. No vehicle is allowed to park inside the plant.

52.6.4 Work Permit System:

During execution Contractor is required to obtain work permit from the operation department of OWNER/EIL. For issuance of work permit, EIL/OWNER's instructions shall be followed.

**53.0 PROJECT SCHEDULING & MONITORING**

53.1 The following Schedules/documents/reports shall be prepared and submitted by the Contractor for review/approval at various stages of the work.

**53.2 Overall Project Schedule**

The Contractor shall submit within 2 weeks of Letter of Intent/ Letter of Acceptance, a sufficiently detailed overall project schedule in the activity network form, clearly indicating the major milestones, inter-relationship/interdependence between various activity together with analysis of critical path and floats.

The network will be reviewed and approved by Engineer-in-Charge and the comments if any, shall be incorporated in the network before issuing the same for implementation. The network thus finalized shall form part of the contract document and the same shall not be revised without the prior permission from Engineer-in- Charge during the entire period of contract.

**53.3 Progress Measurement Methodology**

The Contractor is required to submit within four weeks of award of work, the methodology of progress measurement of sub-ordering, manufacturing/delivery, sub-contracting, construction and commissioning works and the basis of computation of overall services/physical progress informed. EIL/Owner reserves the right to modify the methodology in part or in full.

**53.4 Functional Schedules**

The Contractor should prepare detailed functional schedules in line with network for functional monitoring and control and submit scheduled progress curves for each function viz. Ordering, delivery and construction.

**53.5 Project Review Meetings**