

SPECIAL CONDITIONS OF CONTRACT

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ANNEXURES TO SCC

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Annexure-VI	QUALITY MANAGEMENT/ASSURANCE SYSTEM
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1.0 GENERAL

- 1.1 Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC). Schedule of Rates, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each section shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3 Where any portion of the GCC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GCC only to the extent that such repugnancy's of variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GCC.
- 1.4 Wherever it is stated in this Bidding Document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the CONTRACTOR at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract value (also referred to as Contract Price) shall be deemed to have included such cost.
- 1.5 The materials, design and workmanship shall satisfy the applicable relevant Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/ Specifications/Codes of practice for detailed specifications covering any part of the work covered in this Bidding Document, the instructions/directions of Engineer-in-Charge will be binding on the CONTRACTOR.
- 1.6 In the absence of any Specifications covering any material, design or work(s) the same shall be performed/ supplied/ executed in accordance with standard Engineering practice as per the instructions/directions of the Engineer-in-Charge, which will be binding on the CONTRACTOR.

2.0 SUPPLY OF WATER, POWER & OTHER UTILITIES

- 2.1 The scope of supply of water, power and land for Contractor's Office, Warehouse, residential accommodation etc. shall be as described in Cl. 2.3 to 2.6 of GCC.

3.0 SCOPE OF WORK

- 3.1 The scope of work covered in this contract will be as described in **Annexure-I to SCC.**

4.0 SCOPE OF SUPPLY

- 4.1 The scope of supply covered in this contract will be as described in **Annexure-II to SCC.**

5.0 TIME SCHEDULE

- 5.1 The Work shall be executed strictly as per time schedule given in **Annexure- III to SCC.** The period of completion given includes the time required for

mobilisation, demobilisation and completion of work in all respects to the satisfaction of the Engineer-in-Charge.

5.2 A joint programme of execution of work will be prepared by the Engineer-in-Charge and CONTRACTOR. This programme will take into account the time of completion mentioned in clause 5.1 above.

5.3 Weekly execution programme will be drawn up by the Engineer-in-Charge jointly with the CONTRACTOR based on priorities and the joint programme of execution as referred to above. The CONTRACTOR shall scrupulously adhere to the Targets/Programmes by deploying adequate personnel, Construction Equipment, Tools and Tackles and also by timely supply of required materials coming within his scope of supply as per Contract. In all matters concerning the extent of target set out in the weekly/monthly programme and the degree of achievement, the decision of the Engineer-in-Charge will be final and binding on the CONTRACTOR.

5.4 CONTRACTOR shall give every day category-wise labour and equipment deployment report along with the progress of work done on previous day in the format prescribed by the Engineer-in-Charge.

6.0 SUB CONTRACTING OF WORKS

Sub-contracting of work is not allowed/accepted.

7.0 LABOUR LICENCE

Before starting of work, Contractor shall obtain a license from concerned authorities under the Contract Labour (Abolition and Regulation) Act 1970, and furnish copy of the same to Owner.

8.0 SITE CLEANING

The CONTRACTOR shall clean and keep clean the work site from time to time to the satisfaction of the Engineer-in-Charge for easy access to work site and to ensure safe passage, movement and working.

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 at the cost and risk of CONTRACTOR to the satisfaction of the Engineer-in-Charge, whose decision shall be final and binding upon the CONTRACTOR.

The CONTRACTOR shall be the custodian of the dismantled materials till the Engineer-in-Charge takes charge thereof.

The CONTRACTOR shall dispose off the unserviceable materials, debris etc. to any area within Refinery premises/ other area as directed by the Engineer-in-Charge.

The CONTRACTOR shall sort out, clear and stack the serviceable materials obtained from the dismantling/ renewal at places as directed by the Engineer-in-Charge. No extra payment shall be paid on this account. The rates quoted in SOR are deemed to be inclusive of all the costs towards all the above activities as well.

9.0 MEASUREMENT OF WORKS

9.1 Measurement of work will be as described in **Annexure-IV to SCC** shall apply.

10.0 ON ACCOUNT PAYMENTS

10.1 Payment will be as described in **Annexure-V to SCC.**

11.0 ROUNDING OFF

11.1 All payments to and recoveries from the bill of CONTRACTOR shall be rounded off to the nearest Rupee. Wherever the amount to be paid/ recovered consists of a fraction of a Rupee (Paise), the amount shall be rounded off to the next higher rupee if the fraction consists of 50 (fifty) paise or more and if the fraction of a Rupee is less than 50 (fifty) paise, the same shall be ignored.

12.0 FIRM PRICE

12.1 The quoted prices shall remain firm and fixed and valid until completion of the contract and shall not be subject to escalation for any reason whatsoever.

13.0 TAXES, DUTIES AND LEVIES

13.1 The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including excise duty, service tax, octroi etc. now in force and hereafter increased, imposed or modified from time to time in respect of works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply, and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. Contractor further agrees to defend, indemnify and hold Employer/Consultant harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or Subcontractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Employer/Consultant arising under, growing out of, or by reason of the work provided for by this Contract, by third parties, or by Central or State Government authority or any administrative sub-division thereof. The prices shall also be inclusive of Service Tax/ Sales Tax /Works Contract Tax/ VAT/ Trade tax/ turnover tax as applicable.

13.2 Employer/Consultant shall make from Contractors bills such tax deductions as are required as per rules and regulations in force from time to time.

13.3 If excise duty is applicable during site fabrication, the same must be assessed and deemed to be included by the bidder in the quoted prices. The bidder in this regard shall arrange all required formalities.

13.4 **Subsequent Legislation - Change in Law & Regulation**

- a) The rates stated in Schedule of Rates shall not be subjected to escalation or increase for any reason whatsoever. However, if any increase occurs in the applicable rate(s) of sales tax/VAT, Service tax

and excise duty after the date of submission of the last priced bid of the bidder, the Owner shall reimburse the Contractor the increase in the resultant sales tax/VAT, Service tax and excise duty, as the case may be, on satisfactory proof of payment.

- b) Conversely, if there is any reduction in the rates of sales tax/VAT, Service tax and excise duty after the date of the submission of the last priced bid, the Owner shall be entitled to the benefit of such reduction by way of reduction (in addition to any other reduction or discount provided for) from the rate(s).
- c) Notwithstanding the foregoing, Owner shall not bear any liability in respect of:
 - i) Personal taxes on the personnel deployed by the Contractors, his sub-contractors and Agents, etc.
 - ii) The Corporate Taxes in respect of Contractor and his Sub-contractors and other Agents, Indian or foreign based.
 - iii) Any other taxes/ duties/ levies other than mentioned under clause a) & b) above.

13.5 'C- Form' shall not be issued by Owner.

14.0 WORKS CONTRACT

14.1 The entire work as per scope of work covered under this contract shall be treated as "INDIVISIBLE WORKS CONTRACT". The Contract Price shall be inclusive of Works Contract Tax or Vat on Works Contract.

15.0 INCOME TAX & CORPORATE TAX

15.1 Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

15.2 Corporate Tax Liability if any shall be to Contractor's account.

16.0 PROVIDENT FUND

16.1 The CONTRACTOR shall strictly comply with the provisions of Employees Provident Fund Act and register the establishment with the concerned Regional Provident Fund Commissioner before commencing the work. The CONTRACTOR shall deposit "Employees" and "Employers" contributions in the designated account with the designated Authority every month. The CONTRACTOR shall furnish along with each running bill, the challan/ receipt for the payment of provident fund made to the RPFC for the preceding month(s).

16.2 In case the Provident Fund Authority's receipted challan referred to above is not furnished, the OWNER shall deduct 5% (five percent) of the payable amount from the CONTRACTOR'S running bill and retain the same as a security for the payment of the Provident Fund. Such retained amounts shall be refunded to the CONTRACTOR only on production of challan/ receipt of the Provident Fund Authority for the period covered by the related deduction.

17.0 SURVEY AND LEVEL/ SETTING OUT WORK

It shall be Contractor's responsibility to locate existing Survey of India bench mark and to shift the existing benchmark to his work site to set out the necessary control points and alignment of the various works. The Contractor shall have to employ efficient survey team for this purpose and the accuracy of such setting outworks shall be the Contractor's sole responsibility.

The Contractor shall give the Engineer-in-Charge not less than 24 (twenty four) hours notice in writing of his intention to set out or give levels for any part of the work so that arrangement may be made for checking the same.

The Contractor shall at his own expense provide all assistance, which the Engineer-in-Charge may require for checking the setting out of works.

The Contractor shall be entirely responsible for the horizontal and vertical alignment, the level and correctness of every part of the work and shall rectify any errors or imperfections therein. The Contractor at his own cost shall carry out such rectifications, when instructions are issued to this effect by the Engineer-in-Charge or his representative.

18.0 STATUTORY APPROVALS

The approval from any authority required as per statutory rules and regulations of Central / State Government including any day-to-day approval and clearance for working from any authority including port authority, Marine National Park, Wild Life, Forest Authority required as per statutory rules and regulations, viz. Forest Conservation Act, Wild Life Protection Act, etc. of Central/ State Govt. shall be the Contractor's responsibility unless otherwise specified in the Bidding Document. The application on behalf of the Owner for submission to relevant authorities along with copies of required certificates complete in all respects shall be prepared and submitted by the Contractor well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by concerned authorities. The Contractor shall arrange the inspection of the works by the authorities and necessary coordination and liaison work in this respect shall be the responsibility of the Contractor. However, statutory fees paid for all inspections and approvals by such authorities, if any, should be included in the quoted price.

The inspection and acceptance of the work by statutory authorities shall, however, not absolve the Contractor from any of his responsibilities under this Contract.

19.0 EMPLOYMENT OF LOCAL LABOUR

19.1 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.

19.2 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.

20.0 LABOUR

20.1 The Contractor shall make his own arrangements for the engagement of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof.

20.2 The Contractor shall provide on the site, an adequate supply of drinking and other water for the use of the Contractor's staff and labours.

- 20.3 The Contractor shall not import, sell, give, barter or otherwise dispose of any alcoholic liquor, or drugs, or permit or suffer any such importation, sale, gift, barter or disposal by his sub-Contractor/s, his/ their servants, agents or employees.
- 20.4 The Contractor shall not give, barter or otherwise dispose of to any person or persons, any arms or ammunition of any kind or permit or suffer the same as aforesaid by his sub-Contractor/s, his/their servants, agents or employees.
- 20.5 The Contractor shall in all dealings with labour in his employment have due regard to all recognised festivals, days of rest and religious or other customs.
- 20.6 In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.
- 20.7 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riots or disorderly conduct by or amongst his employees/labour and for the preservation of peace and protection of persons and property in the neighbourhood of the works against the same.
- 20.8 The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or local authority, including Indian Workmen's Compensation Act., Contract labour (Regulation and Abolition) Act, 1970 and Equal Remuneration Act, 1976, Factories Act, Minimum wages Act, provident Fund Act, etc., and sanitary arrangement for the said Act. Health and sanitary Arrangements for workmen, Insurance and other benefits etc., and shall indemnify and keep the Owner/Engineer-in-Charge indemnified in case any proceedings are taken or commenced by any authority against the Owner/Engineer-in-Charge for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Owner/Engineer-in-Charge is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Owner/Engineer-in-Charge shall be entitled to deduct the same from any money due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Owner/Engineer-in-Charge is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the contract shall be paid by the Contractor.
- 20.9 The Contractor shall pay the labourers engaged by him on the work not less than a fair wage, which expression shall mean, whether for time or piece work, rates of wages as may be fixed by the Public Works Department as fair wages for Madhya Pradesh payable to the different categories of labourers or those notified under the Minimum Wages Act for corresponding employees of the Owner/Engineer-in-Charge whichever may be higher.
- 20.10 The Contractor shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to the labourers indirectly engaged by sub-Contractors in connection with the said works as if the labourer had been directly employed by him.
- 20.11 The Contractor shall maintain records of wages and other remuneration paid to his employees in such form as may be convenient and to the satisfaction of the

Owner/Engineer-in-Charge and the Conciliation Officer (Central), Ministry of Labour, Government of India, or such other authorised person appointed by Central or State Government and the same shall interalia include the following particulars of each worker:

- i) Name, works number and grade.
- ii) Rate of daily or monthly wage.
- iii) Nature of work on which employed.
- iv) Total number of days worked during each wage period.
- v) Total amount payable for the work during each wage period.
- vi) All deductions made from the wage with details in each case of the ground for which the deduction is made.
- vii) Wage actually paid for each wage period.

20.12 The Contractor shall comply with all the precautions as required for the safety of the workmen by I.L.O. (convention) as far as they are applicable to the contract. The Contractor shall provide all necessary safety appliances e.g., goggles, helmets, masks, etc. to the workmen and the staff.

21.0 CONTRACTOR'S LABOURERS TO LEAVE SITE ON COMPLETION OF THE WORK

21.1 The labourers of CONTRACTOR must leave the location of the project site after the work is tapered off/ completed.

22.0 SETTLEMENT OF DISPUTE BETWEEN GOVT. DEPT./ PUBLIC SECTOR UNDERTAKINGS

22.1 If the CONTRACTOR is a PSU or Enterprise or is a Govt. Deptt., any disputes or differences between the CONTRACTOR and the OWNER hereto arising out of any notified claim of the CONTRACTOR in terms hereof and/or arising out of any amount claimed by the OWNER (whether or not the amount claimed by the OWNER or any part thereof shall have been deducted from the final bill of the CONTRACTOR or any amount paid by the OWNER to the CONTRACTOR in respect of the work), then in suppression of the provisions of Section 9 of the General Conditions of Contract, the following provisions shall apply, namely; such disputes or differences shall be resolved amicably by mutual consultation or through the good offices or empowered agencies of the Government. If such resolution is not possible, then the unresolved disputes or differences shall be referred to arbitration of an arbitrator to be nominated by the Secretary, Department of legal affairs (Law Secretary) in terms of the Office Memorandum No. 55/3/1/75-CF dated 19th December, 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs) as modified from time to time. The Arbitration Act shall not be applicable to the arbitrator under this clause. The award of the arbitrator shall be binding upon parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.

22.2 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".

23.0 FUEL REQUIREMENT OF WORKERS

23.1 Contractor shall ensure that the fuel requirement of the workers is arranged, to avoid any cutting of trees etc., in the area. This is as per the requirement of Central Pollution Control Board. Therefore, no fire wood is to be used by CONTRACTOR or Contractor's LABOUR.

24.0 RESPONSIBILITY OF CONTRACTOR

24.1 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/ Engineer-in-Charge before implementation. Also such revisions and/ or modifications if accepted/ approved by the OWNER/ Engineer-in-Charge shall be carried out at no extra cost to the OWNER. All expenses towards mobilisation at site and demobilisation 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.

24.2 It shall be responsibility of the CONTRACTOR to provide, operate and maintain all necessary construction equipment, steel scaffoldings and safety gadgets, cranes/ derrick 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 schedules without any extra cost to the OWNER.

24.3 Preparing approaches and working area for the movement and operation of the cranes/ derrick, 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.

24.4 The CONTRACTOR shall responsible for procurement and supply in sequence and at the appropriate time of all equipments/ materials and consumables and his rates for execution of work will include of supply of all these items.

25.0 QUALITY ASSURANCE SYSTEM

25.1 The CONTRACTOR shall adhere to the quality assurance system as per EIL Specification No. 6-0000-0001 (Rev. 1) enclosed as **per Annexure-VI to SCC**. After the award of the contract, detailed quality assurance programme to be followed for the execution of contract shall be submitted by CONTRACTOR.

25.2 The CONTRACTOR shall establish document and maintain an effective quality assurance system as outlined in recognised codes.

25.3 Quality Assurance System plans/ procedures of the CONTRACTOR shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedures to be followed for quality control. 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.

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

- 25.5 The responsibility for inspection/ testing as per specification approved documents and agreed Quality Assurance procedure and plans shall be that of the CONTRACTOR. Inspection activities of the Third Party Inspection Agency shall be coordinated by the Inspection Coordinator of CONTRACTOR.
- 25.6 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.
- 25.7 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 carryout the work as per standards and all code requirements. In case Engineer-in-charge feels that QA/QC Engineer(s) of CONTRACTOR 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.
- 25.8 In case CONTRACTOR fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.
- 26.0 CONSTRUCTION EQUIPMENT AND SITE ORGANIZATION
- 26.1 CONSTRUCTION EQUIPMENT
- 26.1.1 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy minimum construction equipments and tools & tackles as specified in this SCC as and when required augment the same as decided by the Engineer-in-Charge depending on the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to Owner. No construction equipment shall be supplied by the Owner.
- 26.2 SITE ORGANIZATION
- 26.2.1 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 minimum supervisory personnel as specified in 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.
- 26.2.2 Qualification and experience of Key Supervisory Personnel to be deployed for this work shall be furnished by contractor as Annexure. Contractor shall submit bio-data of Key Supervisory Personnel meeting the requirement will be reviewed and approved by Engineer-in charge.
- 26.2.3 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy adequate qualified skilled, semi skilled and unskilled personnel on the work 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 construction schedule without any additional cost to OWNER.
- 27.0 SURVEY AND SOIL INVESTIGATION EQUIPMENTS
- 27.1 The Contractor shall without prejudice to his overall responsibility to execute and complete the work as per specifications and time schedule, progressively deploy minimum equipments and tools & tackles and augment the same as decided by

the Engineer-in-Charge depending on the exigencies of the work so as to complete all works within the contracted time schedule and without any additional cost to Owner.

28.0 TESTS AND INSPECTION OF WORKS

28.1 The CONTRACTOR shall carry out the various tests as enumerated in the technical specifications in the bidding document and the technical documents that will be furnished to him during the performance of the work at no extra cost to the owner.

28.2 All the tests either on the field or at outside laboratory concerning the execution of the work and supply of materials by the CONTRACTOR shall be carried out by the CONTRACTOR at his own cost.

28.3 The work is subject to inspection at all times by the Engineer-in-charge. The CONTRACTOR shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bidding document, the technical documents in the bidding document and the technical documents that will be furnished to him during the performance of the work and the relevant codes of practice.

28.4 The CONTRACTOR shall provide for purposes of inspection, necessary instruments at his own cost for inspection of work.

28.5 All results of inspection and test will be recorded in the reports, proforma of which will be approved by the Engineer-in-charge. These reports shall form part of the Completion Documents.

28.6 Inspection and acceptance of the work shall not relieve the CONTRACTOR from any of his responsibilities under this contract. Any work not conforming to drawings, specifications codes shall be rejected and Contractor shall carry out rectification at his own cost.

28.7 Cost towards repeat tests and inspection due to failures, repairs etc. for reasons attributable to the CONTRACTOR shall be borne by the CONTRACTOR.

28.8 Various tests as specified in specifications shall be carried out to the entire satisfaction of OWNER/EIL.

29.0 COMPLETION DOCUMENTS

29.1 The CONTRACTOR shall carryout various tests as called for in bidding document either on field or at outside approved laboratories at his own cost. All test results and related documents shall be submitted in 6 (Six) copies as part of completion documents.

29.2 The documents as mentioned in Technical Document shall be submitted by the CONTRACTOR.

30.0 HEALTH, SAFETY AND ENVIRONMENT (HSE) MANAGEMENT

30.1 The CONTRACTOR shall adhere to the Health, Safety and Environment (HSE) management system as per EIL Specification No. 6-82-0001 Rev. 4 enclosed as **Annexure-VII to this SCC.**

30.2 The CONTRACTOR shall establish document and maintain an effective Health, Safety and Environment (HSE) management system.

30.3 In case CONTRACTOR fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released till

CONTRACTOR complies with the instructions to the full satisfaction of Engineer-in-charge.

31.0 COORDINATION WITH OTHER AGENCIES

31.1 Work shall be carried out in such a manner that the work of other agencies operating at the site is not hampered due to any action of the CONTRACTOR. Proper coordination with other agencies will be responsibility of the CONTRACTOR. In case of any dispute, the decision of Engineer-in-Charge shall be final and binding on the CONTRACTOR.

32.0 ACCESS TO SITE

32.1 The Contractor shall obtain prior permission of the Owner/Engineer-in-Charge before any person not directly connected with the works visits the site. Contractor shall obtain prior permission for his workers gate pass/for materials etc., as may be required to carry out the works inside the Marine Sanctuary / Reserve Forest, CFS/Custom area from the Owner/Engineer-in-Charge and shall follow the rules and regulations of CISF/Owner/Engineer-in-Charge which may be enforced from time to time for entry or exit.

32.2 Site Facilities

The Contractor shall arrange for the following facilities at site, for workmen deployed/engaged by him/his sub-Contractor, at its own cost.

- (i) Arrangement for First Aid.
- (ii) Arrangement for clean & portable drinking water.
- (iii) Toilet
- (iv) Canteen where tea & snacks are available
- (v) A creche where 10 or more women workers are having children below the age of 6 years.
- (vi) Any other facility/utility as may be required under the Contract.

33.0 CLEARANCE OF SITE ON COMPLETION

Upon the issue of the taking-over certificate the Contractor shall clear away and remove from the part of the site to which such taking-over certificate relates all Contractors equipment, surplus material, rubbish and temporary work of every kind and leave such part of the site and works clean and in a workmanlike condition to the satisfaction of the Engineer-in-Charge. Provided that the Contractor shall be entitled to retain on site, until the end of the defects liability period, such materials, Contractors equipment and temporary works as are required by him for the purpose of fulfilling his obligations during the defects liability period.

34.0 ABNORMALLY HIGH UNIT RATES (AHR ITEMS)

Clause No. 20.0 of GCC is modified to the following extent:

"In item rate contract where the quoted rates for the items exceed 150% (One hundred fifty percent) of the Owner's estimated rates, such items will be considered as Abnormally High Rated Items (AHR) and payment of AHR items beyond the contracted quantities shall be made at the least of the following rates:

1. Rates as per SOR, quoted by the Contractor.

2. Rate of the item, which shall be derived as follows:

- a) Based on rates of machine and labour as available from the contract (which includes contractor's supervision, profit, overheads and other expenses).
- b) In case rates are not available in the contract, rates will be calculated based on prevailing market rates of machine, material and labour plus 15% (fifteen percent) to cover Contractor's supervision profit, overhead & other expenses.

35.0 BUILDING AND OTHER CONSTRUCTION WORKER'S ACT

In order to govern welfare and working conditions of labourers engaged in construction activities, the Building and other Construction Workers' (Regulation of Employment and Conditions of Service "RE &CS") Act, 1996 came into force. RE&CS Act'1996 is applicable in respect of building and other construction work. Wherever applicable, The SUB-CONTRACTOR shall strictly comply with the following provisions pertaining to RE &CS Act'1996.

- a. The SUB-CONTRACTOR must be registered with the concerned authorities under the Building and Other Construction Workers' (RE&CS) Act, 1996 or in case of non-registration; the SUB-CONTRACTOR should obtain registration within one month of the award of contract.
- b. The SUB-CONTRACTOR shall be responsible to comply with all provisions of the Building and Other Construction Workers' (RE&CS) Act, 1996, the Building and Other Construction Workers' Welfare Cess Act, 1996, the Building and other Construction Workers' (RE&CS) Rules, 1998 and the Building and Other Construction Workers Welfare Cess Rules, 1998.
- c. Cess as per the prevailing rate, shall be deducted at source from bills of the SUB-CONTRACTOR by the engineer-in-Charge of the contract and remitted to the "Secretary, Building and Other Construction Workers Welfare Board" of the concerned State. The SUB-CONTRACTOR shall be responsible to submit final assessment return of the cess amount to the assessing officer after adjusting the cess deducted at source.