

**HLL INFRA TECH SERVICES LTD. (HITES)**  
**(Subsidiary of HLL Lifecare Ltd.,A Government of India Enterprise)**

**As executing agency of MoHFW**  
**Invites E-tender for**

**Associated Civil & Service Works for setting up of Modular Operation  
Theatres at Super Specialty Block SNMC Agra on EPC Basis**

**VOLUME- 4**  
**Special Conditions of Contract (SCC)**  
**(Sep-2023)**

**Tender No. - HITES/IDN/2023-24/SNMC/Associated Works**

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## SPECIFIC CONDITIONS OF CONTRACT

### A. SCOPE OF WORK

These Specific Conditions of Contract shall be read in conjunction with General Conditions of Contract. If there are any provisions in these Specific Conditions of Contract which are at variance with the provisions in the above mentioned documents, the provisions in these Specific Conditions of Contract shall take precedence.

#### 1. Scope of Work:

##### **General:**

The EPC Contractor shall carry out Design, Engineering, Supply, Installation, Testing & Commissioning of associated Civil & Services works like HVAC Works, LV Works, Fire Fighting Works etc. as required for the 4 Nos. MOTs. at Super Specialty Block SNMC Agra, U.P on EPC Basis,. In order to take up this activity MoHFW, New Delhi has appointed HLL Infra Tech Services Limited, a 100 % subsidiary of HLL Lifecare Limited, a Mini Ratna Central Public Sector Enterprise, under the administrative control of Ministry of Health & Family Welfare as Executing Agency to construct these facilities.

The bidders is being provided with a Master Plan in the existing complexes, Technical specifications and other details forming the part of bid documents. Based on these drawings and documents, the Bidders shall prepare their detailed designs and in conformity with the local Bye-laws. Any modification in the master plan and concept plan, required to meet the conformance to the local bye laws, shall be done with the approval of Client/HITES.

The concept plan, design and drawings prepared in respect of the Project are being provided only as a preliminary reference document by way of assistance to the Bidders. The bidders are expected to carry out their own due diligence, surveys, investigations and other detailed examination of the Concept plan, design and drawings before submitting their Bids. Nothing contained in the concept plan, design and drawings shall be binding on the HITES/Client. Also HITES/Client shall have no liability whatsoever in relation to or arising out of any or all contents of the Concept plan, design and drawings. Bidders are expected to do their own due diligence and investigations into the Project and its related details prior to submission of their Bids.

- (a) Present scope of The EPC Contractor shall carry out Design, Engineering, Supply, Installation, Testing & Commissioning of Modular Operation Theatres along with associated Services at Super Specialty Block SNMC Agra. All works shall be designed and executed as per latest codes of practice installations and meeting the requirements as applicable I.S. Codes/ Rules and relevant IS/ CPWD Specifications/requirements, latest up to date.
- (b) The rating and capacity of equipment indicated herein below are minimum to be provided. However, during detailed designing, if required and found necessary, the capacity / rating of the equipment may be upgraded by the EPC Contractor.
- (c) Contractor shall be responsible to get all required statutory clearances from concerned Government departments and other concerned statutory authorities, before the start of work. The required fees by these departments for issuing the clearances for the work shall be paid by the Client/HITES, If any fee paid towards these by the contractor, same shall be reimbursed against the production of original payment receipts and therefore, expected fees shall not be the part of price bids. The contractor shall pursue/liaison with the concerned departments in getting the clearances as per requirements.

**Tender Drawings:**

The tender drawings are for e-Tender Purpose only and are intended as a guide to the Bidder/ Contractor and give general layout and general information. The Drawings and Specifications provide an indicative requirement of the works and general design principles and shall be developed, tested and warranted to comply with the design & drawings, specified performance criteria and requirements, and relevant statutory and project requirements.

The bidder/contractor shall prepare their designs & drawings based on the tender drawings and Design Basis Report provided in the tender document. The master plan shall not be varied without approval of the Engineer-In-Charge. The drawings of the respective buildings/ blocks, as provided in the tender documents, shall also be followed unless there is a requirement for their modification/correction as per requirement of the statutory bye laws, and, changes, if any required, due to structural designs consideration shall also be incorporated with the approval of the Engineer-In-Charge. If any modification in design/ drawings is needed as per site conditions or subsequent to proof checking, the contractor shall do/redo the design and proof checking without any extra cost. The decision of the Engineer-In-Charge in this regard shall be final and binding. No claim whatsoever on this account will be entertained. This shall also hold good in respect of drawings/ SLD/ schematic. All relevant modifications/revisions as required are to be done by the contractor at his own cost and any claim raised by the contractor in this regard shall not be valid in this contract and shall not be accepted by the HITES.

**Design:**

The Design Basis Report and Drawings provided to the bidders are to ensure a clear understanding of the other associated parameters that the Client/HITES wishes to achieve for different components of the project. While the Client/HITES is keen to see innovation, but the required standards of design must be achieved. Contractors shall outline the means by which they will ensure design quality and the design objectives, which have influenced their scheme. This shall include details of how the Client/HITES's objectives are to be achieved.

**1.1.1. General Standards:**

The facilities shall be completed to high standards of construction and specification. The facilities shall be technically sound and functionally suitable in line with the provisions given in the DBR and to meet the Client/HITES's objectives:

- i. The finishes shall be of approved brand as per tender documents and such quality that will ensure better hygienic conditions, provide clean room environment in the modernized facilities as well as the new facilities.

**1.1.2. Statutory, Industry and Local Standards:**

The following standards shall apply unless otherwise stated:

- Standards set out in National Building Code of India 2016/NABH
- Relevant Development Control Rules/ Planning Act /Development Act/ Municipal Act/ any other applicable statutes and local bye-laws
- National Electrical Code, 1985
- Indian Electricity Act 2003
- Requirements of the local Water Supply Company, Electricity Supply Company/Department
- Requirements of the Pollution Control Board, Fire Department, Aviation

authorities and other statutory authorities, as applicable

- Requirements of any other standards and bye laws as applicable.

#### 1.1.3. Preliminary & Detailed Design:

Based on the details provided, as mentioned above, the Contractor shall prepare preliminary & detailed design of all associated Civil & services works required for 4 Nos. MOT and these shall be in conformity with the Tender drawings, Technical Specifications, Design Basis Report and other standards set forth in the contract document subject to applicable statutory bye-laws/ regulations as listed below:

- a. Preparation & submission of Preliminary & Detailed design/drawings including updating Site Plan & drawings with complete services etc. in conformance with Master Plan & other Tender drawings, Design Basis Report & General specifications for the work provided in the Tender Document with complete foundations and sub-structure / structure with all furnishings, as required. The Contractor shall ensure that the drawings shall meet the requirements of the local bye-laws/ statutory bodies etc.
- b. Scope of work shall include scheme finalization based on DBR, tender drawings, concept designs, master plan etc. Contractor shall submit detailed, SLDs/Schematic, Technical Submittals & GA Drawings etc. complete as per requirement of HITES.

#### 1.1.4. Scale

All drawings shall be prepared to the scale as required for proper explanation and shall indicate the size and location of all equipment and accessories therein. The Contractor shall follow all dimensions of approved architectural drawings for the work or part concerned and check proposed drawings for any interference with the building structure or other equipment or services.

#### 1.2. **Statutory Approvals:**

The EPC contractor shall take all necessary action to obtain such approvals before commencement of work. The Contractor shall, however, be responsible for ensuring all the requisite statutory approvals from other local bodies like Municipal Authorities, IGL, Water supply agencies concerned, Electric Supply and Inspectorate Agencies concerned, Police and Security Agencies, Chief Controller of Explosives, Civil Aviation Department, in accordance to prevailing rules, Building Bye-Laws, etc., as the case may be with related to/ required for Construction/ Completion. The contractor shall also assist and liaison for obtaining EIA approval, as required. All expenditure on this account will be borne by the contractor.

These approvals shall also include:

- i. The Environment impact assessment is also part of the scope of work as such its clearance from Ministry of Environment and forest Department, CPCB & State PCB as applicable is the responsibility of the contractor. The contractor shall assist and liaison with the respective department for obtaining the EIA approval, as required.
- ii. Any other approval required from the appropriate Statutory Authorities/ Local Bodies, as required.

#### 1.3. **Detailed Drawings/ Shop drawings/ Design**

Drawings/documents shall contain details of size, arrangement, operating clearances, performance characteristics, and capacity of all items, materials and equipment, as also the details of all related items of work of other trades. The work will be executed by the

contractor based on the approved detailed/shop drawings from the Engineer-in-charge/concerned authority and accordingly contractor will be responsible for obtaining all required final NOC / clearance from concerned authorities. All shop drawings are to be made in accordance with latest norms and building codes.

- a. All drawings necessary for assembly, erection, maintenance, repair and operation of the equipment shall be furnished and different parts shall be suitably numbered for identification and ordering of spare parts.
- b. For any amendments proposed by Engineer-in-charge/ concerned authority in the above drawings, the Contractor shall supply fresh sets of drawings with the amendments duly incorporated, along with the drawings on which corrections were indicated.
- c. No material or equipment shall be brought at Site until the EPC Contractor has the approved Shop drawings for that particular material or equipment.
- d. After approval of the drawings by the Engineer-in-charge, the Contractor shall further furnish six required sets of Shop drawings for the exclusive use of and retention by the Engineer-in-charge.
- e. Approval of drawings by the Engineer-in-charge shall not relieve the Contractor of any obligation to meet all the requirements of the Contract or of the correctness of his drawings. The Engineer-in-charge's approval of specific item shall not mean the approval of the assembly of which it is a component. The Contractor shall be responsible for and is to bear the cost for all alternations of the works due to discrepancies or omission in the drawings or other particulars supplied by him, whether such drawings have been approved by the Engineer-in-charge or not.
- f. Where the work of the Contractor has to be installed in close proximity to, or will interfere with the work of other trades, the Contractor shall assist in working out the space conditions to make a satisfactory adjustment. If so directed by the Engineer-in-charge, the Contractor shall prepare composite working drawings and sections to a suitable scale not less than 1:50, clearly showing how his work is to be installed in relation to the work of other trades. If the Contractor installs his work before coordinating with other trades, and it is cause for any interference with the work of other trades, he shall make all the necessary changes without extra cost.
- g. All shop drawings and detail drawings will be made as per requirements of local authorities and tender drawings incorporating all latest regulations and requirements. No separate drawings will be, issued for making shop drawings.
- h. Unless otherwise prescribed, the contractor shall submit required sets of shop drawings/technical submittals/data sheets/any other details required for approval of the Engineer-In-Charge. The contractor, after incorporating modifications / deletions/observations/ amendments suggested by the Engineer-In-Charge, shall submit six corrected sets of such documents for final approval and issuance.

#### **1.4. Approved Makes:**

- a. All material and equipment shall conform to the relevant Indian Standards/ IEC codes and bear IS marking where ever applicable. Where interfacing is involved, such equipment shall be mutually compatible in all respects.
- b. Where an item of equipment, other than as specified or detailed on the drawings, is approved by Engineer-in-charge, requires any re-design of the structure, partitions, foundation, piping, etc. or any other part of the mechanical, electrical or architectural

layout, all such re-design, and all new drawings and detailing required therefore, shall be prepared by the Contractor at his own expense and approval obtained from the Engineer-in-charge.

- c. All similar equipment, materials, removable parts of similar equipment etc. shall be interchangeable with one another.
- d. The contractor shall submit to the Engineer-in-charge for approval details of all proposed materials, equipment, accessories, equipment characteristics and capacity details of all equipment, accessories and devices etc. as per the specifications and obtain approval of the Engineer-in-charge.

### **1.5. Project/ Work Execution/Construction:**

#### **1.5.1. Commencement of work.**

The commencement of work is to be reckoned as per Clause 5 of the General Conditions of Contract (GCC). The work is being executed as per EPC mode. It is anticipated that the Contractor shall be taking up planning and design activities, and mobilization for initial One month, before any construction can commence at the site. No extension of time whatsoever shall be granted on account of planning and design & mobilization activities or delay if any, accruing on account of these activities.

#### **1.5.2. Handing Over of Site:**

- a. The contractor is required to arrange the resources to complete the entire project within the total stipulated time.
- b. There may be some services crossing the earmarked area of the project premises. The scope of work includes dismantling of services, if any, falling in the construction area and supporting/shifting & making functional existing services/sewerage and water supply lines etc. The contractor shall properly take care & safe guard the all the existing services in the area affected. The cost to be incurred by contractor in this regards shall be deemed to be included in the quoted rates and contractor shall not be entitled for any extra payment whatsoever in this regard.
- c. Necessary arrangement including its maintenance is to be made by the contractor for temporary diversion of flow of existing services, drain(s) and road(s) etc., as the case may be. The existing services, drain(s) and road(s) etc., would be demolished, wherever required with the progress of work under the scope of proposed project. The existing services drain(s) and road(s) etc., which are not in the alignment of the said project but are affected and / or need to demolish during execution for smooth progress of the project, shall be rehabilitated to its original status and condition (including black topping) by the contractor at his own cost. The cost to be incurred by contractor in this regard shall be deemed to be included in the quoted rates and contractor shall not be entitled for any extra payment whatsoever in this regard.
- d. The contractor shall be responsible for ascertaining the information/ details through site investigation, about the public utilities (whether over ground or underground) like electrical/telephone/water supply/sewerage lines, power/control cables, OFC Cables, open drain etc. that are likely to be affected during works execution.
- e. The contractor shall be responsible to obtain necessary approval from the respective authorities for shifting/re-alignment of existing public utilities. HITES/Client shall only

assist the contractor for liaising in obtaining the approval from the concerned authorities.

- f. Any services affected by the works must be temporarily supported by the contractor who must also take all measures reasonably required by the various bodies to protect their service and property during the progress of works. It shall be deemed to be the part of the contract and no extra payment shall be made to the contractor for the same.
- g. If the work is carried out in more than one shift or during night, no claim on this account shall be entertained. The Contractor must take permission from the different statutory/ Govt. authorities etc. if required for work during night hours. No claim / hindrance on this account shall be considered if work is not allowed during night time.
- h. The Contractor shall be responsible for complete watch and ward / guard of the buildings' safety, equipment, materials, items, fittings and fixtures provided by him against pilferage and breakage during the period of installations and thereafter till the buildings are completed as per scope of work and physically handed over and taken over by Client /HITES. No extra payment shall be made on this account.
- i. Contractor shall provide PPE (Personal Protective Equipment) like safety shoes, safety belt/harness, Helmets/Masks/Gloves etc. to all workers at site.
- j. The EPC Contractor shall strictly adhere to & comply with the guidelines issued by Govt. of India, State Govt., National Disaster Management Authority, District Administration, Chief Medical Officer & other statutory bodies from time to time, for effective prevention of infection spread from the Covid-19 pandemic among the workers/ labors/ supervisors/ officials involved in the project activities at site. The EPC Contractor shall take adequate steps and make all necessary arrangements in this direction during entire duration of project (with extended period, if any) including DLP period within the quoted price in financial bid. Nothing extra shall be payable to EPC Contractor on this account. The EPC Contractor shall be solely accountable for all issues & situations arising at site, if any, owing to Covid -19 pandemic. Contractor to comply SOP given under CPWD Circular no. F.No.2/9/2020-WII/169 dated 05.05.2020 & other Government compliance.

### **1.5.3. Construction of Building & Infrastructure:**

- i. All aspects of quality assurance, including testing services components of the work.
- ii. Training and orientation of Client's personnel on various systems installed as part of this contract.
- iii. Project Management to ensure completion of Project as per specified timelines.
- iv. Submission of the completion (i.e. as built) drawings and other related documents.
- v. Clearance of site before handing over of the facilities to fulfill after full filling all the obligations.
- vi. Handing over of the facilities after completion of project after fulfilling all

obligations and responsibilities as per Contract.

vii. Making Good any defect (if any) within Defect Liability Period

- 1.6.** The Contractor shall take all precautionary measures to safeguard safety measures against any accidents for the Contractor's employees, labour, public, and staff of HITES/Client by providing all necessary safety equipment, helmets etc. at work site.
- 1.7.** The scope of work includes cost of all materials, manpower, equipment, T&P fixtures, accessories, royalties, taxes, watch & ward, and all other essential elements for completion Any change, modification, revision etc. required to be done by HITES/Client, Chief Fire Officer, local bodies, proof consultants etc. in accordance with applicable standards and bid document will have to be done at Contractor's cost and nothing extra shall be payable.
- 1.8.** The scope of work is only indicative and not exhaustive. In additions to the above the Contractor shall be responsible for executing all the works/ items required for completing all associated Civil & services Works required for 4 Nos. MOTs in all respect habitable and readyfor occupation as per direction of Engineer-in-charge.
- 1.9.** Approval of Engineer of Client/HITES at any stage of planning, design and construction of the project will not absolve the ingrained responsibility of the Contractor to execute the construction flawless and at par excellence and, if any aspect contrary to this owning up of responsibility is glaring, the Contractor will be held liable for such grossdeviation.
- 1.10.** The work shall be executed in accordance with the drawings /design approved by HITES which are prepared by the Contractor in conformity with the scope of the project & specifications, standards and statutory requirements. The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Engineer-in- charge.
- 1.11.** The Engineer-in-charge may in his absolute discretion and from time to time review the drawings/ designs & approve drawings/ designs and/or written instructions, details, directions and explanations, in regard to:
  - a. The variation or modification of the drawings, design, quality or requirement of works or the addition or omissions or substitution of any item.
  - b. Any discrepancy in the drawings or between the requirement of works and/or drawings and/or specifications.
  - c. The removal from the site of any material brought thereon by the contractor and the substitution of any other material thereof.
  - d. The removal and/or re-execution of any works executed by the contractor.
  - e. The removal of any persons employed by the contractor on the site.
  - f. The opening up for inspection of any work covered up.
  - g. The amending and making good of any defects noticed during or after executionof the work.
- 1.12.** The contractor shall be solely responsible for the means, methods, techniques sequence and procedure of construction. The Contractor shall be responsible to see the completed work complies accurately with the Contract requirements. The Contractor shall provide all necessary superintendence during the execution of the Works as per contractual provisions.
  - a. The Contractor shall be responsible for the correct positioning of all parts of theWorks,



and shall rectify any error in the positions, levels, dimensions or alignment of the Works. Contractor agrees and undertakes that the construction shall be completed within the Project Completion Schedule and any extension of time granted according to the provisions of this Agreement.

- b. The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and complete the Works & remedy any defects therein in accordance with the Contract. The Contractor shall provide all labour, including the supervision thereof, materials, Constructional Plant and Machineries and all other things, whether of a temporary or permanent nature, required in and for such execution, completion, maintenance and remedying of any defects, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.
- c. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications as given in these documents and also in compliance of the requirements of the local public authorities and to the requirements/ satisfaction/ direction of the Engineer-in-charge and no deviation of any account will be permitted.
- d. The Contractor shall have to use materials from the makes / manufacturers specified in the list of materials of approved brand and/or manufacture contained in the contract documents and as approved by the Engineer - in- Charge. Wherever different pattern/ Design/ Quality of materials with same specification/ make as specified in the contract, is available in the market, Engineer-in-Charge will approve the pattern/ Design/ Quality of the material/ item which shall be final and binding on the contractor. The contractor shall supply samples of all the materials / fittings / fixtures proposed to be used in the work and obtain approval of the Engineer - in- Charge. These samples shall be retained at site till completion of the work. If subsequently it is found that approved material upon testing does not meet the requirement as specified in the contract the contractor shall get approval of alternate material.
- e. The work shall be carried out in conformity with the relevant drawings and the requirement of architectural, electrical, structural, and other specialized service drawings approved by HITES.
- f. The Contractor shall make provision of hangers, sleeves, structural openings and other requirements during construction to avoid holding up progress of the construction schedule. The Contractor should ensure that the structure is designed for additional loads or cut outs. Subsequent Cutting of holes in the RCC structural members / slab shall not be allowed.
- g. The contract items comprise of furnishing of all materials, equipment, labour & transportation etc. necessary to render the installation / item fully operational as per the intent of specifications and drawings, including any necessary adjustment or corrections. Further the installation / item shall be in conformity with local laws and manufacturer's instructions applicable.

## **1. General:**

### **1.1. Force Majeure:**

## **SPECIFIC CONDITIONS OF CONTRACT**

### **A. GENERAL**

Any failure or delay in the performance by either party hereto of its obligations under this Contract shall not constitute a breach thereof or give rise to any claims for damages if, and to the extent that it is caused by occurrences beyond the control of the party affected, namely, acts of God, floods, explosions, wars, riots, storms, earthquakes, insurrection, epidemic/pandemic or other natural disasters. The party so affected shall continue to take all actions reasonably within its power to comply as far as possible with its obligations under this Contract. The affected party shall promptly notify the other party after the occurrence of the relevant event and shall use every reasonable effort to minimize the effects of such event and act in all good faith with due care and diligence.

#### **1.2. Compliance with Statutes, Regulations, etc.**

The contractor shall conform to the provisions of all statutes, ordinance, laws, acts of the legislature relating to the works, and to the regulations and by-laws of any local or other duly constituted authority and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected. The Contractor shall keep the HITES indemnified against all fines or penalties or liability of every kind for breach of any such statutory ordinance, law act of the legislation, regulations, and byelaws as aforesaid.

The contractor shall before making any variations from the drawings or specifications that may be necessitated by such regulations, give to the Engineer-in-charge written notice, specifying the variation proposed to be made and the reasons for making it and apply for instructions thereon. The contractor will not execute any work without written permission from the Engineer-in-charge.

The contractor shall bring to the attention of the Engineer-in-charge any specific requirement of the local authorities or any notice required for execution by virtue of such acts, regulations or bye-laws of such authority, or public office. All fees that may be chargeable in respect of these works shall be reimbursed by the HITES on production of authorized receipts.

#### **1.3. Boreholes & Exploratory Excavation**

If, at any time during the execution of the Works, the Engineer-in-charge shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an additional ordered under the provisions unless a provisional sum in respect of such anticipated work shall have been included in the schedule of items.

#### **1.4. Fossils, Etc.**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the works shall be the property of the HITES/ CLIENT/ Government.

#### **1.5. Absence of Specifications**

If the user requirements, specifications etc., do not contain particulars of materials and works which are necessary for its proper execution, all such materials shall be supplied and item shall be executed by the Contractor without extra charge and if the Contractor requires any information, he shall request in writing well in advance to commencement of the

particular work to the Engineer-in-charge who will clarify the issue within a reasonable time.

#### **1.6. Works by Other Agencies**

The Engineer-in-charge reserves the right to use premises and any portion of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons simultaneously, and the contractor shall allow the reasonable facilities for the execution of such work, but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the other agency. Such work shall be carried out in a manner so as not to impede the progress of the works included in the contract, the contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

The contractor shall co-operate with other agencies working in the same project, and coordinate his plans and time schedules so that there will be no interference. The Contractor shall forward to the Engineer-in-charge all correspondences and drawings exchanged. Failure to check plans for conditions will render the Contractor responsible for bearing the cost of any subsequent changes found necessary or damages done.

The Engineer-in-charge shall not entertain any claim on account of the Contractor affording necessary facilities to execute the work simultaneously with other agencies executing the works for the same project.

#### **1.7. Additional Conditions of National Green Tribunal**

- i. The Contractor shall not store/ dump construction material or debris on the metaled road.
- ii. The Contractor shall get prior approval from Engineer-in-Charge for the area where the construction material or debris can be stored beyond the metaled road. This area shall not cause any obstruction to the free flow of traffic /inconvenience to the pedestrians. It should be ensured by the Contractor that no accidents occur on account of such permissible storage.
- iii. The Contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and/or other similar material to ensure that no construction material dust fly outside the plot area.
- iv. The Contractor shall ensure that all the trucks or vehicles of any kind which are used for construction purposes/or are carrying construction material like material like cement, sand and other allied material are fully covered. The Contractor shall take every necessary precaution that the vehicles are properly cleaned and dust free to ensure that en-route their destination, the dust, sand or any other particles are not released in air/contaminate air.
- v. The Contractor shall provide mask to every worker working on the construction site and involved in loading, unloading and carriage of construction material and construction debris to prevent inhalation of dust particles.
- vi. The Contractor shall ensure that C&D waste site only and due record shall be maintained by the Contractor.
- vii. The Contractor shall compulsory use of wet jet in grinding and stone cutting.
- viii. The Contractor shall comply with all the preventive and protective environmental steps as stated in the MoEF guidelines, 2010.

- ix. The Contractor shall carry out on- Road-Inspection for black smoke generating machinery. The Contractor shall use cleaner fuel.
- x. The Contractor shall ensure that all DG Set comply emission norms notified by MoEF.
- xi. The Contractor shall use vehicles having pollution under control certificate. The emissions can be reduced by a large extent by reducing the speed of a vehicle to 20 Kmph. Speed bumps shall be used to ensure speed reduction. In case where reductions speed cannot effectively reduce fugitive dust, the Contractor shall divert traffic to nearby paved areas.
- xii. The Contractor shall ensure that the construction material is covered by tarpaulin. The Contractor shall take all other precaution to ensure that no dust particles are permitted to pollute air quality as a result of such storage.
- xiii. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The HITES/Client shall carry out cost benefit ratio analysis of the same.
- xiv. It is mandatory to use of wet jet in grinding and stone cutting.
- xv. Wind breaking wall around construction site.
- xvi. As per EIA Notification of 2006, sufficient green belt around the building shall be provided. Such green belts shall be in existence prior to applying for occupancy certificate and handing it over.
- xvii. The Contractor shall take appropriate protection measures like raising wind breakers of appropriate height on all sides of the plot/area using CGI sheets or plastic and / or other similar material to ensure that no construction material dust fly outside the plot area/construction area. The HITES shall take such item in the schedule of quantity to ensure that the construction activity does not cause any air pollution during course of construction and/or storage of material or construction activity.
- xviii. The paving of the path for plying of vehicles carrying construction material is more permanent solution to dust control and suitable for longer duration projects. The HITES shall carry out cost benefit ratio analysis of the same. Based on the benefit ratio analysis, the HITES shall include the item of paving of path in schedule of item which can be utilized as a permanent path for client after construction of project.
- xix. It shall be ensured that C& D waste is transported from the site in after keeping due record on behalf of Engineer-in-charge. The C& D waste shall only be dumped at sites declared as Dumping ground and having arrangements for recycling of C& D waste in the region.
- xx. Any violation of orders of MoEF including guidelines of State Government, SPCB or any officer of any department shall lead to stoppage of work for which Contractor shall be responsible and no hindrance shall be accounted in this regard.

#### **1.8. Intellectual Property Rights and Royalties**

- i. Insofar as the patent, copyright or other intellectual property rights in any Plant, Design Data, plans, calculations, drawings, documents, Materials, know- how and information relating to the Works shall be vested in the Contractor, the Contractor shall grant to the HITES, his successors and assignees a royalty- free, non-exclusive and irrevocable license (carrying the right to grant sub- licenses) to use and reproduce any of the works, designs or inventions incorporated and referred to in such Plant, documents

or Materials and any such know-how and information for all purposes relating to the Works (including without limitation the design, manufacture, installation, reconstruction, Testing, commissioning, completion, reinstatement, extension, repair and operation of the Works).

- ii. If any patent, registered design or software is developed by the Contractor specifically for the Works, the title thereto shall vest in the HITES and the Contractor shall grant to the HITES a non-exclusive irrevocable and royalty-free licence (carrying the right to grant sub-licence) to use, repair, copy, modify, enhance, adapt and translate in any form such Software for his own use.
- iii. If the Contractor uses proprietary software for the purpose of storing or utilizing records the Contractor shall obtain at his own expense the grant of a license or sub-licence to use such software in favour of the HITES and shall pay such licence fee or other payment as the grantor of such license may require provided that the use of such software under the license may be restricted to use relating to the design, construction, reconstruction, manufacture, completion, reinstatement, extension, repair and operation of the Works or any part thereof.
- iv. The Contractor's permission referred to above shall be given, inter alia, to enable the HITES to disclose (under conditions of confidentiality satisfactory to the Contractor) programmes and documentation for a third party to undertake the performance of services for the HITES in respect of such programmes and documentation.
- v. Any software is developed under the Contract or used by the Contractor for the purposes of storing or utilizing records over which the Contractor or a third party holds title or other rights, the Contractor shall permit or obtain for the HITES (as the case may require) the right to use and apply that Software free of additional charge (together with any modifications, improvements and developments thereof) for the purpose of the design, manufacture, installation, reconstruction, testing, commissioning, completion, reinstatement, extension, repair, modification or operation of the Works, or any part thereof, or for the purpose of any Dispute.
- vi. The HITES reserves the right to use other Software on or in connection with the Works.

#### **1.9. Obtaining Information's related to Execution of work:**

No claim by the Contractor for additional payment will be entertained which is consequent upon failure on his part to obtain correct information as to any matter affecting the execution of the works, nor will any misunderstandings or the obtaining of incorrect information or the failure to obtain information relieve him from any risks or from the entire responsibility for the fulfillment of the contract.

#### **1.10. Miscellaneous:**

##### (a.) Tax Deduction at Source

All Taxes and surcharge as applicable on date shall be deducted from the amount due to the Contractor towards the value of the work done. TDS certificate thereof shall be issued to the Contractor.

##### (b.) By-Laws of Statutory Authorities

The Contractor and his labour shall not violate municipal /sanitation /health or any other byelaws.

(c.) Delay in starting the work

No compensation shall be allowed for any delay caused in the starting of the work on account of acquisition of land, encroachment or in the case of clearance of works, on account of any delay in according sanction to estimates in issue of drawings, decisions etc. However, the extension of time shall be granted as per relevant conditions of Contract.

(d.) In case of delay penalty to be levied under clause 5 or clause 32 of GCC, Vol-2, shall be recovered along with applicable GST.

## 2. Contract Price and Payments

2.1. The bidder shall quote their rates in the prescribed format as per “Vol. 7-FINANCIALBID” of the tender documents. The quoted rates shall be inclusive of all costs towards site visits, planning, designing, site surveys, soil investigations all material, labour, plant and machinery, tools and tackles, batching plant etc. including water & electricity, overhead charges, all taxes (including GST), duties, levies statutory charges / levies applicable from time to time and others as specified etc., incidental works and all other charges for items contingent to the work, such as inspection, packing, forwarding,

insurance, freight and delivery at Site, watch and ward of all materials & successful installation, testing & commissioning at site etc., including handing over of the works to the Client/ HITES, The quoted rates shall also include cost of all other inputs required in the execution of the item, all taxes and duties including Goods & Services Tax. The fee paid by the contractor for obtaining various statutory approvals shall be reimbursed to him after submission of payment receipts and other relevant documents by the contractor.

The successful bidder shall submit within 15 days from the date of Letter of Award, the breakup of total quoted amount of each item of Financial Bid as Base Rate & GST separately which shall form part of the agreement and bills for the executed work shall be raised accordingly.

- i. Rates quoted shall be firm and shall not be subject to any price variations except as specifically provided in the contract.
- ii. Unless otherwise specified the rates tendered by the contractor shall be all inclusive and shall apply to all shapes, heights, lifts, leads and depth of the building and nothing extra shall be payable to him on any account.
- iii. Royalty, whenever payable, shall be borne by the contractor on the boulders, metal, shingle, sand and bajri etc., or any other materials collected by him for the work direct to the revenue authority of the District / State Government concerned and nothing extra shall be payable on this account.
- iv. Royalty, as applicable, shall be paid by the contractor of the ready mix concrete(RMC) supplier as per the terms of supply between them, on all materials such as boulders, metals, all sizes stone aggregates, brick aggregates, coarse and fine sand, moorum, river sand, gravels and bajri etc. collected by him for the execution of the work, directly to the revenue authority of the state government concerned. Further, contractor needs to submit proof of submission of full royalty to the stage government or local authority. Any issue between the RMC supplier and the state government concerned shall be settled by the EPC contractor without any liability to the HITES. Nothing extra shall be payable on this account.
- v. The words “as specified”, “as described”, “as shown”, “as directed”, or “as approved”, shall mean as described in the specifications, Schedule of Quantities and other Contract

documents as shown on the drawings or as directed by Engineer-in-Charge.

- 2.3 All running / intermediate & final payments shall be made to the contractor in accordance with the following schedule and on pro-rata basis. The contractor shall be liable to fulfill all contractual obligations and provide all works and services covered under the contract. Any components, even if not mentioned in payment schedule as given below, shall have to be provided by the contractor within the overall contract price as per terms of contract.
- a. Planning, Designing, and Construction on EPC Basis of Associated Civil & services works required for 4 Nos. MOT by incorporating stipulated specifications including handing over complete as per scope of work and directions of Engineer In charge.

### **3. Inspection, Testing and Quality Control:**

- 3.1. The purchaser and/or its nominated representative(s) will, without any extra cost to the purchaser, inspect and/or test the ordered goods and the related services to confirm their conformity to the contract specifications and other quality control details incorporated in the contract. The purchaser shall inform the supplier in advance, in writing, the purchaser's programme for such inspection and, also the identity of the officials to be deputed for this purpose. "The cost towards the transportation, boarding and lodging will be borne by the purchaser and/or its nominated representative(s) for the first visit. In case the goods are rejected in the first instance and the supplier requests for re-inspection, and if same is accepted by purchaser/consignee/PSA/PA, all subsequent inspections shall be at the cost of the supplier. The expense will be to and fro Economy Airfare, Local Conveyance, Boarding and Lodging of the inspection team for the inspection period."
- 3.2. The Technical Specification and Quality Control Requirements incorporated in the contract shall specify what inspections and tests are to be carried out and, also, where and how they are to be conducted. If such inspections and tests are conducted in the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to relevant drawings, design details and production data, shall be furnished by the supplier to the purchaser's inspector at no charge to the purchaser.
- 3.3. If during such inspections and tests the contracted goods fail to conform to the required specifications and standards, the purchaser's inspector may reject them and the supplier shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to the purchaser and resubmit the same to the purchaser's inspector for conducting the inspections and tests again.
- 3.4. In case the contract stipulates pre-despatch inspection of the ordered goods at supplier's premises, the supplier shall put up the goods for such inspection to the purchaser's inspector well ahead of the contractual delivery period, so that the purchaser's inspector is able to complete the inspection within the contractual delivery period.
- 3.5. If the supplier tenders the goods to the purchaser's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the supplier. The fact that the goods have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the purchaser under the terms & conditions of the contract.
- 3.6. The purchaser's/consignee's contractual right to inspect, test and, if necessary, reject the goods after the goods' arrival at the final destination shall have no bearing of the fact that the goods have previously been inspected and cleared by purchaser's inspector during pre- despatch inspection mentioned above.

“On rejection, the supplier shall remove such stores within 14 days of the date of intimation of such rejection from the consignee’s premises. If such goods are not removed by the supplier within the period mentioned above, the purchaser/consignee may remove the rejected stores and either return the same to the supplier at his risk and cost by such mode of transport as purchaser/consignee may decide or dispose of such goods at the suppliers risk to recover any expense incurred in connection with such disposals and also the cost of the rejected stores if already paid for.”

- 3.7. Goods accepted by the purchaser/consignee and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute purchaser’s/consignee’s right to reject the same later, if found deficient in terms of the warranty clause of the contract.
- 3.8. Principal/ Foreign supplier shall also have the equipment inspected by recognised/ reputed agency like SGS, Lloyd, Bureau Veritas, TUV prior to despatch at the supplier’s cost and furnish necessary certificate from the said agency in support of their claim.
- 3.9. Followed by delivery of the items, a joint inspection by HITES and respective Medical College/ Institution at site will be carried out to verify the quantity and quality of goods.

#### 4. Payment Terms:-

Payment shall be made in Indian Rupees as specified in the contract, based on the RA bill in the following manner:

##### a) On delivery/Supply:

Seventy percent (70%) payment of the delivered goods price shall be paid on receipt of goods in good condition and upon the submission of the following documents as per requirement:

- I. Consignee Receipt Certificate
- II. For Domestic goods: Inspection certificate issued by the nominated Inspection agency w.r.t MOT, if any. For goods of foreign origin offered in INR: Third Party Inspection certificate issued by TUV/SGS/ Lloyd / Bureau Veritas from the OEM country along with bill of entry in the name of intended project (Tender reference And/or ProjectName to be mentioned).
- III. Insurance Certificate as per GCC and documents also to be submitted for payment confirming that dispatch documents has already been sent to all concerned as per the contract within 24 hours;
- IV. Certificate of origin.
- V. Manufacturer’s warranty certificate.

##### b) Fifteen (15%) payment of the delivered goods price shall be paid on installation and upon submission of following document:-

- I. Installation certificate/ Installation Report duly sealed and signed by the consignee/HITES.

##### c) On Acceptance:

Balance Ten (10%) payment of the delivered goods value would be made against ‘Final Acceptance Certificate’ (FAC) for MOT and final testing and commissioning of HVAC System to be issued by the consignees/ HITES subject to recoveries, if any, either on account of non-rectification of defects/deficiencies not attended by the Supplier or otherwise. FAC need to be issued by the designated consignee after installation, commissioning, testing and one month of successful trial run of the equipment.



**d) On handing over**

Balance Five (5%) payment will be released after Taking over by Client.

**e) Payment of Turnkey, if any:**

Turnkey payment will be made to the bidder/manufacturer's agent in Indian rupees indicated in the relevant Price Schedule (as per prevailing rate of exchange ruling on the date of Contract) and shall not be subject to further escalation / exchange variation. This will be paid on proof of final installation, commission and acceptance of equipment by the consignee.

**f) Payment for Annual Comprehensive Maintenance Contract Charges:**

The consignee will enter into CMC with the supplier at the rates as stipulated in the contract. The payment of CMC will be made on six monthly basis after satisfactory completion of said period, duly certified by the consignee on receipt of bank guarantee for an amount equivalent to 3% of the cost of the equipment as per contract valid till 2 months after expiry of entire CMC period.

**Submission of Bill Statement for Works:**

- a. The HITES shall make interim payments to the Contractor as certified by the HITES's Engineer on completion of a stage, as specified and valued in accordance with the proportion of the Contract Price assigned to each item and its stage in Volume -7 of the Contract Document. Also, refer relevant clauses stipulated in the General Condition of the Contract.
- b. The interim payment shall be made on "Pro rata basis" and shall be worked out on the percentage of work done out of total scope of work under their activity/item.
- c. The Contractor shall base its claim for interim payment for completed till the end of the month for which the payment is claimed, valued in accordance with the above sub-Clause, supported with necessary particulars and documents in accordance with this Agreement.
- d. The proportion assigned to an item will apply only to the Contract Price stated in this Agreement. It shall not apply to any additions or reductions to the Contract Price arising from the issue of any Order for Change of Scope.
- e. The Contractor shall submit interim RA bill, within the time stipulated as per General Conditions of Contract to the Engineer-In-Charge in the form as directed, showing the amount calculated to which the Contractor considers himself entitled for completed Works. The interim RA bill shall be accompanied with the required supporting documents.
- f. The Contractor should submit a compliance certificate, as per Appendix A attached to GCC, in every bill as per provisions of the EPF and ESI Act as amended from time to time.

**4.1. Production of Records**

- a. The Contractor shall, whenever required by the Engineer, produce or cause to be produced for examination by the Engineer, any quotation, invoice, cost or other account books, vouchers, receipts, letters, memoranda or any copy of or extract from any such documents and also furnish information and returns, as may be required, relating to the execution of this Contract or relevant for verifying or ascertaining the cost of execution of this Contract or ascertaining the Materials supplied by the Contractor are in accordance with the Specifications laid down in the Contract. The Engineer's decision on the question of relevancy of any documents, information or returns shall be final and binding on the parties.

- b. If any part or item of the work is allowed to be carried out by a subcontractor, assignee or any subsidiary or allied firm, the Engineer shall have power to secure the books of such sub-Contractor, assignee or any subsidiary or allied firm through the Contractor, and shall have power to examine and inspect the same. The above obligations are without prejudice to the obligations of the Contractor under any statute, rules or order.

#### **4.2. Safety in Construction**

The contractor shall adhere to the safety, health & environmental guidelines as prescribed in the tender document. The contractor shall employ only such methods of construction, tools and plant as are appropriate for the type of work or as approved by Engineer-in-Charge in writing.

The contractor shall take all precautions and measures to ensure safety of works and workmen and shall be fully responsible for the same. Safety pertaining to construction works such as excavation, centering and shuttering, trenching, blasting, demolition, electric connections, scaffolds, ladders, working platforms, gangway, mixing of bituminous materials, electric and gas welding, use of hoisting and construction machinery shall be governed by the Safety code, relevant safety codes and the direction of Engineer-in-Charge

The Contractor shall be fully responsible for the adequacy, stability and safety of all site operations and methods of construction, the contractor shall ensure that all safety norms are followed as per contractual and other statutory requirements.

#### **4.3. Mobilization of Resources:**

Contractor shall not mobilize his resources in terms of materials, machinery, tools & plants, facilities required to implement the project and shall not pay any advances to any party unless he receives letter of Award from HITES. Contractor shall himself be responsible for such cost incurred without receipt of notice to proceed and no such claim of contractor shall be entertained by the HITES.

#### **4.4. Water Supply & Power Supply**

The Contractor shall make his own arrangement for water supply at Site for drinking as well as construction purposes & Power Supply at his own cost. Non-availability of power supply and /or water from whatever source shall not entail any additional claims or extension of Contract period in this account.

#### **4.5. Watch & Ward and Lighting**

The Contractor shall throughout the execution and completion of the Works and the remedying of the site and the Works and the remedying of any defects therein have full regard for the safety of all persons entitled to be on the site and keep the site and the Works in an orderly state to avoid any accident or danger and provide safety measures, lights, guards, fencing and barricades where ever necessary or required by the Engineer-in-charge, or by any duly constituted authority, for the execution and for the protection of the Work, and/or for the safety and convenience of the public or others and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to person or property of the public or others resulting from pollution, noise and other causes etc. at his own cost.

##### Site Data

- (a). The Contractor shall also be deemed to have inspected and examined the Site, its surroundings, the above data and other available information with respect to the viability of his design and execution of Works and to have satisfied himself before submitting the Tender, as to all the relevant matters including without limitation:

- i. the form and nature of the Site, type of soil including the sub-surface conditions;
- ii. the hydrological and climatic conditions;
- iii. the extent and nature of the work, Plant, and Materials necessary for the execution and completion of the Works and the remedying of any defects;
- iv. the applicable laws, procedures and labour practices
- v. The Contractor's requirement for access, accommodation, facilities, personnel, power, transport and other services.
- vi. The risk of injury or damage to property adjacent to the Site and to the occupiers of such property or any other risk.

#### Access Route

The Contractor shall be deemed to have satisfied himself as to the suitability and availability of the access routes he chooses to use. The Contractor shall (as between the parties) be responsible for the maintenance of access routes. The Contractor shall provide at his cost signs or directions, which he may consider necessary or as instructed by Engineer for the guidance of his staff, labour and others. The Contractor shall obtain any permission concessions and related easement right that may be required from the relevant authorities for the use of such routes, signs and directions.

The HITES will not be responsible for any claims which may arise from the use or otherwise of any access route. The HITES does not guarantee the suitability or availability of any particular access route, and will not entertain any claim for any non-suitability or non-availability for continuous use during construction of any such route.

The Contractor shall pay all traffic surcharges and other royalties, licence fees, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials, machine, process, systems, work methods, or Contractor's Equipment required for the Works.

#### Traffic regulation and safety measures by the Contractor

- i. The Contractor shall take all the required measures and make arrangements for the safety of other inhabitants during the construction of the Project or a Section thereof in accordance with the provisions of Specifications as applicable.

It shall provide, erect and maintain all such barricades, signs, markings, flags, and lights as may be required by Good Industry Practice for the safety of the traffic passing through the Section under construction or maintenance.

- ii. All works shall be carried out in a manner creating least interference to traffic passing through the Project Site or a Section thereof. In stretches where construction or maintenance works on the carriageway are taken up, the Contractor shall ensure that proper passage is provided for the traffic. Where it is not possible or safe to allow traffic on part width of the carriageway, a temporary diversion of proper specifications shall be constructed by the Contractor at its own cost. The Contractor shall take prior approval of the Engineer for any proposed arrangement for traffic regulation during Construction and Maintenance, which approval shall be granted promptly and reasonably.

## 5. Employment of Personnel

Notwithstanding the provisions in the General Condition of the Contract, the contractor shall preferably employ Indian Nationals as his representatives, servants and workmen after verifying their antecedents and loyalty. He shall ensure that no personnel of doubtful antecedents and any other nationalities in any way are associated with the works.

- a. The Contractor shall ensure his presence at site all times during working hours throughout the course of the Contract or depute a competent representative who shall be empowered to receive instructions from the Engineer - in- Charge in respect of all matters likely to arise in connection with the execution & coordination of the works at the site.
- b. Unless the Contractor's Representative is named in the Contract, the Contractor shall, within 7 days of issue of LOA, submit to the HITES for consent the name and particulars of the person the Contractor proposes to appoint. The Contractor shall not revoke the appointment of the Contractor's Representative without the prior information to the Engineer-in-charge. The Contractor's Representative so nominated shall have full authority to act on behalf of the Contractor. The Contractor's Representative shall give his whole time to directing the preparation of the Construction and/or Manufacture Documents and the execution of the Works. The Contractor's Representative shall receive (on behalf of the Contractor) all notices, instructions, consents, no objection certificate approvals, certificates, determinations and other communications under the Contract. Whenever the Contractor's Representative is to be absent from the Site, a suitable replacement person shall be appointed, with prior consent of Engineer-in-charge. Failure on part of the Contractor to comply with these provisions shall constitute a breach of Contract leading to action under Clause 3 of General Condition of Contract.
- c. The contractor should submit curriculum vitae (CV) of the key personnel proposed to be deployed at site as per Schedule "F" of GCC for supervision and execution of work.

A list of all technical and key personal staffs must be submitted to the Engineer-in-Charge with their area of work / responsibility with verified signature and the link persons to receive the instructions at site (in case the main person was not found at site) during the inspection by representative of Engineer-in-charge. Any staff of contractor found incapable/unsuitable to execute the assigned work shall be replaced by the Contractor if desired by the Engineer-in-Charge.

The Contractor shall ensure that the personnel engaged by it in the performance of its obligations under this Contract are at all times appropriately qualified, skilled and experienced in their respective functions.

The contractor under normal circumstances would not be allowed to replace the key personnel during the execution of the contract. However, for any reasons, due to unavoidable circumstances if it becomes necessary in the interest of the project to replace any one / all the above key personnel the contractor must submit the CV of the new personnel (having qualifications and experience as per requirement of the contract) to Engineer-in-Charge for their approval.

- d. The Contractor's Representative may delegate any of his powers, functions and authorities to any competent person, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until the Engineer-in-charge has given prior consent thereto. The Contractor's Representative and such persons shall be fluent in the language of day to day communication and the Contractor shall be bound by and fully liable for the acts or omissions of the Contractor's Representatives or any of his employees and/or delegates, agents or nominees.

- e. In case HITES observes misconduct negligence or incompetence etc. on the part of any representative, agent, servant and workmen or employees etc. of the contractor, the HITES shall have full power and without giving any reason to the contractor, instruct the contractor to remove such engineer / staff / worker from site and provide suitable replacements. The decision of the Engineer-in-charge shall be final and binding on the contractor. The contractor shall not be allowed any compensation on this account.
- f. Contractor's Authorized Representative shall take joint measurements and sign the measurement books / bills. Any direction, explanations, instructions or notices given by the Engineer-in-charge to such representative shall be held to be given to the Contractor. In case of absence of said Representative other alternative representative should also be mentioned having same responsibilities.
- g. No unauthorized persons shall be allowed on the site. The contractor shall provide complete security arrangement for the campus during construction to avoid trespassing. The Contractor shall ensure all such persons are kept out and shall take steps to prevent trespassing. However the contractor will make sure to provide free access at any time for Engineer-in-charge to the site and other working places.
- h. In case the Contractor is required to employ foreign nationals for execution of work, then the employment of foreign personnel by the Contractor and/or its Sub- contractors and their sub-Contractors shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Contractor. Notwithstanding anything to the contrary contained in this Contract, refusal of or inability to obtain any such permits and approvals by the Contractor or any of its Sub-contractors or their sub-contractors shall not constitute Force Majeure Event, and shall not in any manner excuse the Contractor from the performance and discharge of its obligations and liabilities under this Contract.

## **6. Safety, Health and Environment**

Over and above the provisions made in Safety Code (part of General Conditions of Contract) the following will also be applicable:

- 6.1. In respect of all workmen directly or indirectly employed in the work for the performance of the contractor's part of this agreement, the contractor shall at his expense arrange for the safety provisions as per Indian Standard Safety codes shown below and shall at his own expense provide for all facilities in connection therewith. In case the contractor fails to make arrangement and provide necessary facilities, he shall be liable to pay compensations prescribed under Workmen Compensation Act 1923 as amended from time to time for each default and in addition the Engineer-in-charge shall be at liberty to make arrangement and provide facilities as aforesaid and recover the cost incurred on that behalf from the contractor, and no claims what so ever shall be entertained.
- 6.2. Details regarding some special provisions to be followed by contractor are as follows:
  - a. **Usage of quality Personal Protection Equipment (PPEs)** through approved vendors. PPEs would include amongst others the following items:
    - i. Safety Helmets.
    - ii. Hearing Protection.

- iii. Respiratory Protection.
- iv. Eye Protection.
- v. Protective Gloves.
- vi. Safety Footwear.
- vii. High Visibility Clothing (Jacket) with approved Logo

All the items should be got approved before issued to the use in the work. Safety Jacket should have HITES Logo as per the size approved.

The contractor shall provide all the PPE (Personnel Protective Equipment) and safety appliances required to carry out the job to all the workmen deployed by the contractor and also ensure that his workmen use those PPE and safety appliances while on the job. The contractor shall not pay any cash amount in lieu of PPE to the workers/sub-contractors and expect them to buy and use during work. If the contractor fails to ensure provision of safety appliances and its workmen do not use the PPE and safety appliances as needed for safe working, the owner may ask the contractor to stop the work and comply with safety requirements first. The contractor shall at all time maintain a minimum of 10% spare PPEs and safety appliances and properly record and show to the HITES during the inspections. Failing to do so shall invite appropriate compensations as per the provisions of under Workmen's Compensation Act 1923 as amended from time to time.

It is always the duty of the contractor to provide required PPEs for all visitors. Towards this required quantity of PPEs shall be kept always at the security post.

**b. Working at Heights**

Contractor shall ensure that work at height is properly planned for any emergencies and rescue appropriately supervised, and carried out in a manner, which is reasonably practicable safe. Contractor shall ensure that work at height is carried out only when the weather conditions do not jeopardize the health or safety of persons involved in the work. Guardrail, Toe-board, Barrier or similar collective means of protection shall be of sufficient dimensions, of sufficient strength and rigidity for the purposes for which they are being used, and otherwise suitable.

Working Platform shall be of sufficient dimensions to permit the safe passage of persons and the safe use of any plant or materials required to be used and to provide a safe working area having regard to the work being carried out there. Possess a suitable surface and, in particular, be so constructed that the surface of the working platform has no gap through which a person, material or object could fall and injure a person. A working platform and any supporting structure shall not be loaded so as to give rise to a risk of collapse or to any deformation, which could affect its safe use. Strength and stability calculations for scaffolding shall be carried out by the contractor. The dimensions form and layout of scaffolding decks shall be appropriate to the nature of the work to be performed and suitable for the loads to be carried and permit work and passage in safety.

A personal fall protection system designed for use with an anchor shall be securely attached to at least one anchor, and each anchor and the means of attachment thereto shall be suitable and of sufficient strength and stability for the purpose of supporting any foreseeable loading. Suitable and sufficient steps shall be taken to prevent any person falling or slipping from a personal fall protection system. Any other steps in

the opinion of engineer-in-charge suggested will also be taken in Protection system

Only metal ladders shall be allowed. Any surface upon which a ladder rests shall be stable, firm, of sufficient strength and of suitable composition safely to support the ladder so that its rungs or steps remain horizontal, and any loading intended to be placed on it. A ladder shall be so positioned as to ensure its stability during use. A suspended ladder shall be attached in a secure manner and so that, with the exception of a flexible ladder, it cannot be displaced and swinging is prevented. No interlocking or extension ladder shall be used unless its sections are prevented from moving relative to each other while in use.

## **7. Requirements for Planning & Design Capabilities**

- 7.1. For planning and design of works the bidder should have in-house design capacity to carryout comprehensive planning and design of this project as per requirements and the bidder with his in-house design capacity should have satisfactorily completed the planning & design of at least one Civil & services works during the last 7 years ending the previous day to the last date of submission of tender. The bidder shall submit within 7 days of issue of Letter of Award, the particulars of such in-house design capacity available with him and the documentary evidence for the same.
- 7.2. In case, the bidder does not have in house capacity to carryout comprehensive planning and design of this project, then the bidder shall engage Firm/ Consultant which shall provide the required comprehensive consultancy services for planning and design from commencement to completion of the project based on the Site plan & Concept designs and DBR provided to the bidder as a part of bidding documents. In such a case the bidder shall depute Project Design Coordinator of requisite qualification and experience who shall coordinate all the required planning & design activities. The criteria for engagement of such Firm/Consultant shall be as under:
  - a. The Firm/ Consultant which should be an Indian Consultancy firm and should have in-house design capabilities with minimum experience of 7 years in the field of Consultancy.
  - b. The Firm / Consultant should have provided the consultancy services for the planning & design of at least one completed at least one Civil & services works during the last 7 years ending the previous day to the last date of submission of tender. The bidder shall submit within 7 days of issue of Letter of Award, the particulars of such in-house design capacity available with him and the documentary evidence for the same.
  - c. The bidder shall within 7 days of award of work shall submit the details with the design capabilities along with documentary evidence of the Firm/Consultant proposed to be engaged by him and meeting the criteria as given in a & b above for approval by Engineer-In-Charge
  - d. The approved Firm/Consultant shall be associated with the project from commencement till completion.
  - e. Irrespective of the approval of Firm/Consultant as proposed by the bidder and approved by Engineer-In-Charge, the entire responsibility for all coordination and providing the required design services is sole responsibility of the Contractor.
  - f. The Contractor's in house design personnel or approved Firm/Consultant design personnel (in case of outside agency) inclusive of Architects, Structural, MEP, Landscaping etc. shall regularly visit the project site and other locations during execution of work for discussions, clarifications and attending various meetings with

Client/HITES etc. wr.t the project and as per directions of Engineer-In- Charge.

- 7.3. The Firm/ Consultant shall provide comprehensive consultancy services in Project covering space utilization, functional relations, preparation of master plan including obtaining its statutory and local bodies approval, detailed architectural drawings, detailed structural analysis, design and detailing including designing and detailing of all services, their drawings & approval, external development works, landscaping, etc. The consultant shall prepare and supply all the coordinated good for construction drawings duly proof checked and approved. The consultant shall be associated till completion of the project and obtain completion certificate from the concerned local body.
- 7.4. If the performance of firm / consultant is not of satisfactory qualities and standard or they fail to adhere to the timeline specified in the bid document, the EPC contractor will take timely suitable necessary action against the firm/consultant. However, this will not absolve the EPC contractor from the levy of liquidated damage due delay in the project; and HITES will be free to take action as per relevant clauses of agreement. In the case of termination of the contract with the firm / consultant by the EPC contractor, the process of selection of new consultant will be same as provided in the bidding document. All additional cost associated with this will be borne by the EPC contractor. They will not be eligible for any extra time/ extension of time for delay in this process. Any loss of time in the process shall be made good within the milestones fixed in the bidding document.
- 7.5. The consultancy services shall be provided through a Team Leader supported by experienced professionals. The firm/consultant will deploy adequate number of professionals and other staff to deliver the requisite services as per time schedule. The consultant shall have to submit an organization chart giving details of proposed team detailing the roles/work to be performed by each personnel, their tentative duration, inter relationship of each personnel etc.

#### **7.6. Design and Construction**

Obligations prior to commencement of Works:-Within 7 (seven) days of the Commencement Date, the Contractor shall:

- (a) appoint its representative (the "Contractor's Representative") duly authorized to deal with the HITES in respect of all matters under or arising out of or relating to this Agreement;
- (b) appoint a design head (the "Design Head") who will head the Contractor's design units and shall be responsible for surveys, investigations, collection of data, and preparation of preliminary and detailed designs;
- (c) undertake and perform all such acts, deeds and things as may be necessary or required before commencement of Works under and in accordance with this Agreement including approval from Statutory Authorities, Applicable Laws and Applicable Permits; and
- (d) Make its own arrangements for procurement of materials needed for the Project under and in accordance with the Applicable Laws and Applicable Permits.

Project completion Schedule is set out in the contract document. Design shall be developed in conformity with the specifications and standards set forth in the contract document.

#### Contractor's Warranty of Design



- (a) The Contractor shall be fully responsible, for the suitability, adequacy, integrity, durability and practicality of the Contractor's proposal.
- (b) The Contractor warrants that the Works have been or will be designed, manufactured, installed and otherwise constructed and to the highest standards available using proven up-to-date good practice. By submitting the Drawings for review to the Engineer-in-charge, the Contractor shall be deemed to have represented that it has determined and verified that the design and engineering, including field construction criteria related thereto, are in conformity with the Scope of the Project, the Specifications and Standards and the Applicable Laws.
- (c) The Contractor warrants that the Contractor's Proposals meet the requirements and is fit for the purpose thereof. Where there is any inadequacy, insufficiency, impracticality or unsuitability in or of the Requirements or any part thereof, the Contractor's Proposal shall take into account, address or rectify such inadequacy, insufficiency, impracticality or unsuitability at Contractor's own cost.
- (d) The Contractor warrants that the Works will, when completed, comply with enactments and regulations relevant to the Works.
- (e) The Contractor warrants that the design of the Works and the manufacture of plant have taken or will have taken full account of the effects of the intended manufacturing and installation methods, Temporary Works and Contractor's Equipment.
- (f) The Contractor shall also provide a guarantee from the Designer for the design for suitability, adequacy, and practicality of design for HITES's Requirements.
- (g) The Contractor shall indemnify the HITES against any damage, expense, liability, loss or claim, which the HITES might incur, sustain or be subject to arising from any breach of the Contractor's design responsibility and/or warranty set out in this Clause.
- (h) The Contractor further specifies and is deemed to have checked and accepted full responsibility 'for the Contractor' s Proposal and warrants absolutely that the same meets the HITES's Requirements:

The Contractor shall be fully responsible for the Plants, Materials, goods, workmanship, preparing, developing and coordinating all design Works to enable that part of the Works to be constructed and/or to be fully operational in accordance with the Contract's requirements.

Apart from the Contractor, the above warranty shall also be applicable for his designer. This warranty shall be a part of his sub contract with the designer and should be made available at the time of signing of the Agreement.

No claim for additional payment or extension of time shall be entertained and/or no review and/or observation of the Engineer-In-Charge and/or its failure to review and/or convey its observations on any Drawings shall relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Engineer or the HITES be liable for the same in any manner; and if errors, omissions, ambiguities, inconsistencies, inadequacies or other Defects are found in the Drawings, they and the construction works shall be corrected at the Contractor's cost, notwithstanding any review under this section.

In respect of the Contractor's obligations with respect to the design and Drawings

of the Project as set forth in tender document, the following shall apply:

- (i) The contractor shall furnish design and drawings to HITES and in such sequence as is consistent with the Project Completion Schedule, required number of copies of all Drawings, to the HITES for review;
- (j) Within 7 (seven) days of the receipt of the Drawings, the HITES shall review the same and convey its observations to the Contractor with particular reference to their conformity or otherwise with the Scope of the Project and the Specifications and Standards;
- (k) the Contractor shall be responsible for delays in submitting the Drawing as set forth in Schedule-F caused by reason of delays in surveys and field investigations, and shall not be entitled to seek any relief in that regard from the HITES.

The Contractor's time and cost impacts of revisions arising from review by the HITES of designs caused by the Contractor's non-compliance with the requirements of this Agreement shall be borne by the Contractor, unless there is a change in the Scope of the Works.

The Works shall be executed in accordance with the design reviewed by the HITES, and shall not thereafter be amended or altered without the prior written approval of the HITES. If HITES/ Contractor becomes aware of an error or defect of a technical nature in the design that HITES/ Contractor shall promptly give notice to the other Party of such error or defect. Such error or defect shall be rectified by the Contractor, without any cost to the HITES.

## **8. Quality of Materials & Equipment, Workmanship and Test**

- 8.1. All the materials used in the work shall be subjected to the mandatory tests as prescribed in the specifications detailed in Schedule F of the General Conditions of Contract and other specifications referred to in the contract and workmanship shall be the best of the respective kinds described in the Contract and in accordance with the Engineer-in-charge's instructions and shall be subjected from time to time to such tests as the Engineer-in-charge may direct at the place of manufacture or fabrication or on the Site or at an approved testing laboratory. The source of supply and /or manufacturing within/ outside India may be inspected by the Engineer-in-charge or any representative as nominated by the HITES. The expenditure on this account is deemed to be included in the rate quoted.

The contractor shall upon the instruction of the Engineer-in-charge's representative furnish him with documentation to prove that the materials & goods comply with the requirements of contract and for requirement stated above. The Engineer-in-charge may issue instruction in regard to removal of material from site or any work, if these are not in accordance with the contract. The contractor shall provide such assistance, instruments, machinery, labour and materials as are required for examining, measuring, sampling, testing of material or part of work.

### **8.2. Audit Inspection/ Technical Examination/Third Party Inspection**

The HITES/ Engineer-In-Charge shall have the right to cause Audit Inspection by Audit team under Comptroller and Accountant General of India./ Technical Examination by Chief Technical Examiner under Central Vigilance Commission, Govt. of India /Third Party Inspection of the works and the final bills of the contractor including all supporting vouchers, abstracts, etc. to be made as per payments of the final bill. The Contractor shall provide all assistance and full access to site to carry out inspection and perform tests at

site, to provide samples for testing in outside laboratories and to show site records and their records as asked for by the inspecting teams. Findings of such inspection shall be notified to contractor and contractor shall be bound to take remedial measures to the satisfaction of Engineer-in-charge. If as a result of such Audit Inspection/ Technical Examination/Third Party Inspection, the sum is found to have been overpaid in respect of any work done by the contractor under the contract and found not to have been executed, the contractor shall be liable to refund the amount of over payment and it shall be lawful for the HITES/ Engineer-in-charge to recover the same from the Security Deposit or Performance Security of the contractor or from any dues payable to the contractor. If it is found that the contractor was paid less than what was due to him under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid. Since, the work comes under the purview of CVC, all such orders and instructions issued by CVC are applicable to this work.

In the case of any audit examination and recovery consequent on the same the contractor shall be given an opportunity to explain his case and the decision of the HITES/ Engineer-in-charge shall be final. Payment on this account will be recovered from the contractor.

In the case of Technical Audit /Third Party Quality Assurance /Audit by an independent agency/ individual/firm/institute at any time, consequent upon which there is a recovery from the contractor, recovery shall be made with orders of the HITES/ Engineer-in-charge whose decision shall be final.

### 8.3. Samples

- i. The HITES will not supply any materials required for execution of the Works under this Contract. The Contractor must, therefore, make his own arrangements for timely procurement of various materials including steel and cement etc.
- ii. Prior to ordering any equipment/ material/ system, the Contractor shall submit to the Engineer-in-charge the catalogues, along with samples from approved list of manufacturers. No material shall be procured without written approval of the Engineer-in-charge.
- iii. All samples of materials and /or items of works in adequate numbers, sizes, shades & pattern as per specifications shall be supplied free of charge by the contractor without any extra charge. All other expenditure required to be incurred like conveyance for taking the samples for testing at the laboratory, packing, etc., shall be borne by the contractor. If the test results do not conform to the specifications and standards laid down, the materials shall be rejected, the contractor shall remove such materials from site. The laboratory for testing of samples shall be decided by the Engineer – in charge, whose decision shall be final and binding.
- iv. Contractor shall submit Samples to the Engineer-in-charge for approval. If certain items proposed to be used are of such nature that samples cannot be presented or prepared at the site, detailed literature / test certificate of the same shall be provided to the satisfaction of the Engineer-in-charge. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalogue numbers and the use for which intended and otherwise as the Engineer-in-charge may require to review the submittals for the limited purposes required by paragraph (d) below. The numbers of each sample to be submitted will be as specified in the Specifications, or as shall be specified by the Engineer-in-charge.
- v. Submittal Procedures

- a. Before submitting each Sample, Contractor shall have determined and verified all materials with respect to intended use, fabrication, shipping, handling, storage, assembling and installation pertaining to the performance of the Work and All information relative to Contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programmes incident thereto.
  - b. Each submittal will bear a specific written indication that Contractor has satisfied Contractor's obligation under the Contract Documents with respect to Contractor's review and approval of that submittal.
  - c. At the time of each submission, contractor shall give the Engineer-in-charge specific written notice of such variations, if any; that the sample submitted may have from the requirements of the contract document. Such notice shall be separate from the submittal and in addition shall cause a specific notation to be made on each sample submitted for review and approval of each such variation
- vi. Review and Approval:
- a. Sample shall be reviewed and approved only to determine if the items covered by the submittals will, after installation or incorporation in the work, conform to the information given in the contract documents and be compatible with the design concept of the completed project functioning as a whole as indicated by the contract documents, drawings.
  - b. Review and approval will not extend to means, methods, techniques, sequences or procedures of construction. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Engineer-in-charge and shall submit as required new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for and by the Engineer-in-charge on previous submittals.
  - c. Above referred review and approval of Samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Document unless Contractor has in writing called the Engineer-in-charge attention to each such variation at the time of submission as specified above and received written approval of each such variation by specific written notation thereof incorporated in or accompanying the Sample approval; nor will any approval by Engineer-in-charge relieve Contractor from responsibility for complying with the requirements of contract.
  - d. Only when the samples are approved in writing by the Engineer-in-charge, the contractor shall proceed with the procurement and installation of the particular material / equipment. The approved samples shall be signed by the Engineer-in-charge for identification and shall be kept on record at site office until the completion and acceptance of the work and shall be available at the site for inspection / comparison at any time. Samples approved shall be kept in the sample room till the completion of the work. The contractor shall keep with him a duplicate of such samples to enable him to process the matter.
  - e. For items of works where the samples are to be made at the site, the same procedure shall be followed. All such samples shall be prepared at a place where it can be left undisturbed until the completion of the project.

- f. The Engineer-in-charge shall communicate his comments / approval to the Contractor to the samples at his earliest convenience. Any delay that might occur in approving of the samples for reasons of its not meeting with the specifications or other discrepancies, inadequacy in furnishing samples of appropriate quality from various manufacturers and such other aspects causing delay on the approval of the materials / equipment's etc., shall be ascribable to the account of the contractor. In this respect the decision of the Engineer-in-charge shall be the final.
- vii. On delivery of the supplies of materials / equipments for permanent works at the site, the contractor shall specifically arrange to get the supply inspected by the Engineer-in-charge and compared with the approved sample and his specific approval obtained before using the same in the work.

viii. Cost of Tests

The cost of making any test shall be borne by the Contractor as intended by or provided for the Contract or as found necessary by the Engineer-in-charge for ascertaining whether the quality of materials intended to be used by the Contractor in the Works is acceptable, whether any finished or partially finished work is appropriate for the purposes for which it was intended to fulfill required and as may be reasonably demanded to carry out such tests.

ix. Rejection

If as a result of such inspection, examination or test of the works (other than a Test on Completion) the Engineer-in-charge shall decide that such material is defective or not in accordance with the contract he shall notify the contractor accordingly stating in writing his observations and reasons thereof. The contractor shall with due diligence make good the defect and ensure that the material complies with the Contract. Thereafter, if required by the Engineer-in-charge, the tests shall be repeated under the same terms and conditions till satisfactory results are made available.

x. Delivery of Materials and Equipment

The contractor shall be responsible for all materials and equipment brought at site for the purposes of the contract. Unless the Engineer-in-charge directs, no material shall be brought to the site which is not required for execution of the work.

xi. Inspection & Testing and Re-inspection

All deficiencies revealed by testing and inspection shall be rectified by the contractor at his own expense and to the satisfaction and approval of the Engineer-in-charge. Rectified components shall be subject to re-testing till desired results are obtained.

xii. Delayed Tests

If the Engineer-in-charge opines that Tests on Completion are being delayed by the Contractor, the Engineer may by notice require the Contractor to carry out such Tests within 14 (fourteen) days after the receipt of the notice. The Contractor shall carry out such Tests on such day or days as the Contractor may fix and of which he shall give notice to the Engineer.

If the Contractor fails to carry out the Tests on Completion within 14 (fourteen) days, the Engineer may proceed with such Tests at the risk and cost of the Contractor. The Tests on Completion then shall be deemed to have been carried out in the presence of the Contractor and the results of such Tests shall be accepted as accurate.

xiii. Inspection Reports

The contractor shall provide the Engineer - in- Charge with three copies of reports of all inspection and tests.

## **9. Time Schedules**

9.1. Time shall be the essence of the contract. Time allowed for carrying out the works as mentioned in the contract shall be strictly observed by the contractor and it shall be reckoned from the issue of the Letter of Award. It may be noted that the construction of Civil & Associated Services works as detailed in this agreement. The contractor shall before commencing the work prepare a detailed work schedule. This schedule shall be strictly followed by the contractor. For completing the work in time, the contractor may have to work round the clock without interruption and no claim whatsoever shall be entertained on this account.

### **9.2. Commencement of Works**

- i. The Contractor shall commence the Works on the date specified in the Letter of Award. Thereafter the Contractor shall proceed with due diligence, without delay, and in accordance with the programme or any revised or modified programme of the Works.
- ii. The Contractor shall not commence the construction, manufacture or installation of the Works or of any part of the Works unless and until the Engineer has endorsed the relevant Drawings in accordance with the HITES's Requirements.

9.3. Time for Completion - 4 months

## **10. Completion Certificate**

### **10.1. Provisional Certificate of Physical Completion**

For the purpose of issuing Provisional Certificate of Physical Completion on substantial completion of the phase wise work as provided in Clause 1(v) of GCC (Volume-II), the work shall be deemed to have been substantially completed after fulfillment of all the following for respective phases of construction by the Contractor:

- a. The phase(s) of the work as per milestone(s)/whole of the Work are substantially completed and have satisfactorily passed required tests that may be prescribed under the Contract and ready to use. The contractor shall handover such certificates to the Engineer-in-charge.
- b. Obtaining all required approvals from the statutory authorities as required for occupation and use of the works and handing over such certificates to the Engineer-in-charge.
- c. Submitting As-Built Drawings, Catalogues, Brochures, and Data Sheets, manuals etc. in the form as directed by Engineer in Charge.

### **10.2. Final Completion Certificate**

The contract shall not be considered as completed until a certificate of Final Completion has been issued by the Engineer-In-Charge stating that the works are completed in all respect to his complete satisfaction as per contract and remedying/rectifying all the defects/snags along with the submission of relevant permits/clearance from statutory bodies. It is also a pre requisite that the certificate of Final Completion shall be issued after taking over of the works by the Client/HITES.

The composite work shall be treated as complete when all the phases and components of the work are complete. The Certificate for Final Completion of the total work shall be

recorded by the Engineer-in-charge after obtaining / recording of final completion certificate of all the components/phases.

The Defect Liability Period (DLP) for complete work shall start with effect from the date of issuance of the final completion certificate(s) of the complete work w.r.t HVAC system and taking over by Client.

### **11. Handing over & Taking Over Process**

Handing over & taking over process shall be done as prescribed in the tender document. Following services / works have to be complied with by the contractor:

- a. Rectification of all defects shall be carried out by the contractor before Handing over/ Taking over process.
- b. As built drawings : - 6 (six) sets for executed works as approved by Engineer-in- charge along with their soft copies in the required software version shall be submitted by the contractor before handing over & taking over process.
- c. All services/equipment are to be run and checked before handing over & taking over process as per requirements of Engineer-in-charge.
- d. Contractor has to arrange water, electricity, fuel, consumables and manpower at their own cost for the purpose of testing of services and equipments. No amount shall be payable on this account.
- e. The Contractor shall submit catalogues, brochures, operation manual, manufacturer test certificate, Guarantee/ Warranty papers, licence etc. for all equipment/materials before handing over & taking over process.

### **12. Guarantees**

Notwithstanding provisions in the General Condition of the Contract and elsewhere in these Specific Conditions of Contract, the contractor shall furnish the **guarantees** in the prescribed form appended herewith. These guarantees shall be provided at the stage of virtual completion of work and shall be effective from the completion of work, to be reckoned from the date after the expiry of the maintenance period prescribed in the contract. In case a specialized agency has been approved for execution of a work/system, the Contractor shall ensure that the Guarantees shall be through such agencies (Obligators/Guarantor).

### **13. Defect after completion**

#### **a) General**

Any defect, shrinkage, settlement or other faults that may appear within the “Defects Liability Period” / warranty Period of 1 Year, which in the opinion of the Engineer-in- charge are due to materials or workmanship not in accordance with the contract, shall be rectified as per the directions in writing of the Engineer-in- charge to the Authorized representative of the contractor within such reasonable time as shall be specified therein by the contractor, at his own cost. In case of default, the Engineer-in- charge may employ any person’s to amend and make good such defects, shrinkage, settlements or other faults and all expenses consequent thereon or incidental thereto shall be borne by the contractor.

During Defect Liability Period and period extended thereof, all preventive/routine & breakdown maintenance related to all works executed under this Contract shall be in the scope of EPC Contractor & cost incurred to this effect shall be deemed to be included in the quoted price of Bid. Nothing extra will be paid on this account whatsoever. The manpower, spare parts, consumables, tools & tackles etc. as required for maintenance of all the works executed under the contract shall be

provided by EPC Contractor without any extra cost during Defect Liability Period and period extended thereof.

**b) Execution of work of repair etc.**

Any defects, shrinkage, settlement or other faults which may appear or be noticed within the defect liability period, and arising in the opinion of the Engineer-in-charge from materials or workmanship not having in accordance with the contract, shall upon the direction in writing of the Engineer-in-charge's representative and within such reasonable time as shall be specified therein and without any delay, be amended and made good or replaced by the contractor at his own cost.

**c) Cost of Execution of Work of Repair, Etc.**

All such works shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer-in-charge, be due to the use of materials or workmanship not in accordance with the Contract, or due to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

**d) Contractor's personnel to be at site**

During the defects liability period the contractor shall depute at least one of his authorized representative at site along with required tradesmen to attend the defects to the satisfaction of Engineer-in-charge.

**14. Dues not paid by the Contractor**

The contractor shall pay all dues or fees to Statutory authorities and Electric and Water supply authorities & Lift licensing authority etc. within due period and indemnify the CLIENT/ HITES and the Engineer-in-charge from any claims or compensations or penalties or damages arising out of non-payment of any such dues or fees. However, in case some dues or fees are not paid by contractor and or claims for compensations or penalties etc. are raised by the Statutory authorities, the HITES may deposit the required amount or any or all of the above and recover or deduct the same from any money payable to the contractor by the HITES or any other means available to the HITES such as bank guarantee.

**15. Urgent Repairs**

If, by reason of any accident, or failure, or other event occurring to or in connection with the works, or any part thereof, either during the execution of the works, or during period of Defects Liability any remedial or other work or repair, shall, in the opinion of the Engineer-in-charge be urgently necessary for the safety of the Works and the Contractor is unable or unwilling to do such work or repair despite notice, the Engineer-in-charge may employ and pay other persons to carry out such work or repair as the case may be and may consider necessary. If the work or repair so done by the other agency is the work which, in the opinion of the Engineer-in-charge the Contractor was liable to do at his own expense under the Contract, all expenses incurred by Other agency in so doing shall be recoverable from the Contractor by the Engineer-in-charge, or shall be deducted by the Engineer-in-charge from any monies due or which may become due to Contractor.

**16. Operations and Maintenance Manual**

The Contractor shall provide and submit to the Engineer-in-charge with six copies of the Operation and Maintenance Instruction Manuals. The arrangement of these manuals shall be as follows:

- |            |                                  |
|------------|----------------------------------|
| SECTION A: | Index                            |
| SECTION B: | Salient features of the Project. |



- SECTION C: Description and details of materials, items and fittings and fixtures used for the project along with Catalogues /Brochures Operation & Maintenance Manuals etc.
- SECTION D: Operation & Maintenance instructions
- SECTION E: List of recommended Spare parts /consumables.

Until above mentioned documents are received and approved by the Engineer-in-charge, Contract shall not be considered as complete and payment will be withheld until such documents etc. have been submitted to and approved by the Engineer-in-charge. The cost of providing such records including proper submission thereof is deemed to be included in the Bid.

#### **17. Co-ordination Meetings**

The Contractor shall be required to attend co-ordination meetings with the HITES/ CLIENT and the other Contractors during the period of Contract as intimated by the Engineer-in-charge. All costs incidental to such interaction shall be to the Contractor's account and no claim will be entertained by the HITES/ CLIENT on this account.

#### **18. Compliance of Statutory Obligations and obtaining Approvals/ Completion Certificates:**

The Contractor shall comply all the statutory obligations and obtain all required clearances to implement the project without any financial repercussions to Engineer-in-charge and ensure all follow up actions with the local authorities in this respect for smooth completion of the project. The Contractor shall obtain all necessary approvals from Municipal bodies and other local bodies including, Water/Sewer supply agencies, Electric Supply and inspectorate agencies, Police and Security Agencies, Chief Controller of Explosives, Fire Department, Civil Aviation Department, Lift inspector, Pollution Control Board, , tree replantation, permission for bore well and for temporary structures etc. in accordance to prevailing rules, Building Bye- Laws etc., as the case may be with related to Construction/ Completion, such as:

- i) Construction Permit, if required
- ii) Pollution control Board,
- iii) Environment Clearances,
- iv) Provisional & Final NOC from fire department,
- v) Chief Electrical Inspector CEA,
- vi) Electrical safety clearance from UP Government.
- vii) Local Municipal authority.
- viii) Forest Department for tree replantation etc.,
- ix) Explosive Department,
- x) Local Municipal authority for water and sewer connection,
- xi) Any other statutory requirement for execution of work and to occupy the buildings and run the services in all respects.

Contractor shall organize all inspections of concerned authorities & obtain the NOC's within the time for completion. The Engineer-in-charge may, at the written request of the Contractor, assist him in obtaining the approvals from relevant authorities. However any such request by the Contractor shall not bind the Engineer-in-charge in any manner.

All expenditure on these accounts will be borne by the contractor. However the fees paid by the contractor to these statutory authorities only for obtaining the required statutory approvals shall be reimbursed by HITES on submission of valid payment receipts from these statutory authorities.

The contractor is required to submit the relevant drawings/filled application forms as per prescribed format & any other details like completion Drawings and any other statutory

documentary requirements of local bodies in copies as per requirement to obtain the above etc. at their own cost.

#### **19. Operating Instructions**

- a. Upon completion of all work and all tests, the Contractor shall furnish the necessary skilled/unskilled/semi-skilled personnel for operating the entire installation. During this period, the Contractor shall instruct and train the HITES/ CLIENT's representative(s) in operation, adjustments and maintenance of the equipment installed.
- b. The Contractor shall submit to the Engineer-in-charge draft comprehensive operating instructions and maintenance schedule for all systems and equipment included in this Contract. This shall be supplemented, not substituted, by manufacturer's operating and maintenance manuals. Upon approval of the draft, the Contractor shall submit to the Engineer-in-charge six (6) complete bound sets of operating and maintenance schedules along with manufacturers printed literature/catalogues.

#### **20. Test Certificates**

The contractor shall submit test certificates for all the materials / systems issued by the Engineer-in-Charge approved inspection / office / manufacturer certifying the Equipment / Materials / installation and its function are in agreement with the requirements of relevant specifications and accepted standards.

#### **21. Quiet Operation and Vibration**

All equipment shall operate under all conditions of designed load without any sound or vibration, which is considered objectionable by the Engineer-in-charge. Such conditions shall be corrected by the Contractor at his own expense. Decision of the Engineer-in-charge shall be final in this regard.

#### **22. Accessibility**

The Contractor shall locate all equipment, which requires servicing, operation or regular maintenance in fully accessible positions. The exact location and size of access panels, required for each valve or other devices requiring attendance, shall be finalized and communicated to Engineer - in-Charge well in time, to facilitate working by other agencies, failing this, the Contractor shall make all the necessary repairs and changes at his own expense.

#### **23. Licenses and Permits**

The Contractor or the approved specialized agency engaged by them shall hold a valid license for services like plumbing, electrical, Lifts etc. & wherever required in addition, issued by the Competent Authority under whose jurisdiction the work falls.

**END OF VOLUME -4**