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ASSAM PETRO-CHEMICALS LTD

GENERAL DIRECTION AND THE CONDITION OF CONTRACT

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GENERAL DIRECTIONS AND CONDITIONS OF CONTRACT

Definitions and interpretations:

In these General Directions & conditions of contract, the following terms shall have the meaning hereby assigned to them except where the context otherwise requires:

(a) “APL” shall mean Assam Petrochemicals Limited, or its representative authorized to deal any matter with which these presents are concerned.

(b) “Managing Director” shall mean the Engineer in executive officer in administrative charge of the whole of APL.

(c) “Engineer” shall mean the Engineer in executive charge of the works and shall include any other officers of the Engineering Department of APL, duly authorized to do so.

(d) “Engineer’s Representative” shall mean the Engineer / Asst. Engineer in direct charge of the works and shall include any Engineering Asst. or Overseer appointed by APL.

(e) “Contract” shall mean and include the agreement consisting work order, schedule of quantities, the general conditions of contract, the special conditions of contract, if any, the drawing, the specifications, the special specifications if any, and tender forms, if any.

(f) “Work” shall mean the works to be executed in accordance with the contract.

(g) “Specifications” shall mean specifications for material and works issued under the authority of the Engineer or as applied, added, or specified by special specifications, if any.

(h) “Drawings” shall mean the maps, drawings, plans and tracings or prints thereof annexed to the contract and shall include any modifications of drawings and further drawings as may be issued by the Engineer from time to time.

(i) “Period” of maintenance” shall mean the specified period of maintenance from date of completion of the works as certified by the Engineer.

(j) “Site” shall mean the size and other plants, in or through which the works are to be carried out and other lands or place provided by APL for the purpose of the contract.

(k) “Government” means and includes and General Govt. as well as the state Govt.

(l) “Consultant” means the consultant engaged by APL for rendering project Engineering services for the project.

2. Singular & Plural:

Words carrying singular number shall also include plural and vice Versa, where context requires.

3. Headings:

The headings in these general conditions are solely for the purpose of facilitating Reference and shall not be deemed to be a part there of or be taken in to consideration in the interpretation or construction thereof or of the contract.

4. Law Governing the contract

The contract shall be governed by the law for the time being in force in the Republic of India.

5. Services of Notices of contract:

The Contractor shall furnish to the engineer / consultant the name, designation and address of his authorized agent and all completes, notices, communication and reference shall be deemed to have been duly given to the contractor if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on the day on which they would have reached .such address in the ordinary course of post by partners. Any charge in the

constitution of the firm shall to come forth it is to be notified by the contractor to the Engineer /Consultant.

6. Occupation and use of Land:

No land belonging to or in the possession of APL shall be occupied by the Contractor without the permission of APL. The contractor shall not use, or allow to be used to site for any purpose other than that of executing the work.

7. Commencement of works:

The contractor shall commence the works within 7(seven) days of the receipt by him of an order in writing to this effect from the Engineer/consultant and shall Proceed with the same with due expedition and without delay.

8. Work during Night:

The contractor shall not carry out any work between sunset and sunrise without the previous written permission of the Engineer.

9. Tender Documents available for inspection:

Tender documents consisting of the design drawings, schedule of quantities and rates of the various items along with their description and complete specifications and the set of G.D & C.C or any other documents required in connection with the work signed for the purpose of identification by the Engineer / Consultant shall be open for inspection by the tenderers at the office of the engineer during office hours on all day (except Sunday and holiday).

10. Incomplete tender papers:

If a tender issued to an intending tenderer is incomplete he shall request the office of Engineer / Consultant to complete the same before he delivers his tender.

11. Earnest Money and security Deposit:

The tenderer should deposit earnest money @ 2% of the total estimated cost of the project in one of the following forms to the Assam Petrochemicals Limited payable at Guwahati, and attach receipt thereof with the tender. On acceptance of the tender, the earnest money deposited by the contractor with his tender will be retained by APL as part of the security for the due and faithful completion of the contract by the contractor. The balance to make up the security deposit which will be 10% of the total value of the contract (unless otherwise specified in the special conditions if any) shall have to be deposited by the contractor either in cash if the from of Govt. Securities, Bank Guarantees or it may be recovered by percentage deduction from the contractor's 'on accounts' bills.

The earnest money shall be deposited by the tenderer in any of the following forms:

- a) Demand draft drawn in favour of the Assam Petrochemicals Limited payable at Guwahati,
- b) Deposit at call receipts of any scheduled Bank.

Earnest money shall not be accepted in any form other than these specification above and the tender not accompanied by E/M in the proper form may not be considered.

No interest will be payable on the earnest Money or the Security Deposit or the amounts payable to the contractor under the contract.

12. The tender shall study all the tender documents very carefully. He should visit the site and satisfy himself as to the local conditions, the accessibility of the site, the full extent and character of the operation, the nature of the ground. The type of the machinery and the equipment needed the condition affecting the supply of materials and labour and the execution of the contract generally. No claim on the ground of want of knowledge in such respects will be entertained.

13. Contractor to provide facilities to other contractors:

The contractor must note that in case building work sanitary and water supply work, electrical installation work or other works are awarded to

different contractors, the activities of all the contractors shall be required to be properly coordinated and all

Contractors shall strictly follow the instructions and directions of the engineer/ consultant / The building contractor shall also permit free of charge, the use of his ladders and ordinary scaffolding (as may be available in position)to the plumbing sanitary and electrical contractors . The building contractor shall, however not be required to make any special scaffolding for other contractor.

14.Tender by other than Individuals:

When the tender submitted is not in the name of an individual, the tenderer shall Disclose the nature, constitution and registration of the tendering firm and shall be signed by persons or a person duly authorized by the firm by means of legally valid document which (or a duly certified copy of the same) shall be attached with tender. For illustration, in the event of tender being submitted by a partnership firm, it must be signed separately by each partner, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of Attorney authorizing him to do so, such power of attorney to be produced with the tender and it must disclose that the firm is duly registered under the Indian Partnership Act.

15.Tender to quote both in figures and works :

The tender should quote in figures as well as in words the rates for each item. He should clearly mention the amount against each item and strike the total where ever necessary. Special care should be taken that the percentage/ the rates are always written in both words and figures in way that interpolation is not possible. The word 'Rs' should always be put before and word "only" at the end of the words of figures e.g. Rs. 250.00 only. Erasures or over writings of any kind in the tender may render the tender subject to out right rejection. Where necessary, the original figures and words should be scored out and corrected figures and words written and the corrections attested by the tenderer with his signature & seal.

16. Declaration of tenderer's relation with APL employees :

Should a tenderer or a contractor or a share holder (in the case of a firm or Company or contractors) have a relation employed in the capacity of Asst. Engineer and above in APL, the tenderer shall inform APL of such fact at the time of submission of the tender, failing which APL may in his /their /its Sole direction, reject the tender or rescind the contract in accordance with provisions of clause 66.

17. Not to assign any reason for rejection of Tender:

The acceptance of tender will rest with APL who does not bind himself/itself /Themselves to accept the lowest tender and reserves the right (i) to reject any or all tenders or (ii) to split up the work in parts amongst two or more contractors or (iii) To accept the work in part and not in its entirety, if considered expedient, without assigning any reason or giving any explanation thereof.

18. Tender liable to rejection:

The following tenders will be liable to summary rejection:

- i) Tenders submitted by tenderer, who resort to canvassing.
- ii) Tenders which do not fulfill all or any of the conditions laid down in the tender documents or are incomplete.
- iii) Tender which contain uncalled for remarks or any alternative/added condition.

19. Tender bound by his quotation:

The rates quoted in the tender are to hold good for 12 (twelve) months from the date opening of the tender after which the rates are to be confirmed by both the parties before executing the contract. No tenderer can withdraw his tender or revoke his tender or revise the tendered rates unless advised or permitted by APL for any items within the aforesaid period of 12 (twelve) months. If a tenderer withdraw or revoke his tender or revised the tendered rates for any items within the aforesaid period of 3 months without being permitted by APL, his earnest money will be forfeited.

20. Contractor to Execute Agreement:

The contractor's responsibility under this contract will commence from the date of issue of the letter accepting the tender. This letter of acceptance, tender documents and the formal work order shall constitute the contract. The successful tenderer shall be required to execute an agreement with APL within 7 (seven) days of the receipt by him of the letter of Acceptance, for carrying out the works according to the GD&CC and specifications of works and materials as may be given in the tender documents and special conditions of contract. The agreement to be executed will be in Agreement form of the works to be specified by APL. The provisions contained in tender documents and any other Documents exchanged between the tenderer and APL shall form part of the contract.

21. Compensation for Non –commencement or delay in completion of the work :

Time shall be regarded as the essence of contract and the failure on the part of the contractor to complete the contract on the dates stipulated in the tender and the work orders for the completion of the respective works shall entitle APL to recover damage from the contractor by way of mutually agreed damage or sum equivalent to one half of one percent (subject to a max. of ten percent) of the contract value of the work for each week or part of the week for which the contractor is in default.

The Engineer / consultant may however , at his discretion, allow the contractor such extension of time as he may decide (whose decision in writing shall be final and binding). The work shall within the stipulated period of the contract, be proceeded with by the contractor with due diligence to ensure good progress during the execution of the work.

After expiry of one half of the time allowed, the contractor shall complete at least 1/3 rd of the total value of work and after expiry of the ¾ period 2/3 of the total. volume of work shall be completed and for any default on the part of the contractor, the engineer shall realize compensation at his discretion with the maximum .of the compensation as stated above.

22. Extension of time :

If the contractor shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the engineer within 15(fifteen) days of the date of hindrance on account of which he desires such extension and the engineer may, in his discretion, authorize such extension of time, as may in his opinion (which shall be final) be necessary. If the engineer is satisfied that the work cannot be completed by the contractor (or in the event of failure on the part of the contractor to complete the works)within the extended time allowed as aforesaid, the engineer shall be entitled, without prejudice to any other right remedy available in that behalf, to appropriate the contractor's security Deposit under clause 66 whether or not actual damage is caused by such default.

23.Final certificates :

On completion of the work, the contractor shall be furnished with a certificate by the engineer/consultant of such completion but no such certificate shall be given, nor shall the work be considered to be completed until the contractor shall have removed from the premises on which the work shall be executed, all scaffolding, surplus materials and rubbish and clean off the dirt from all wood work, doors, windows, walls floors or other part of any building work place, in upon or about which the work has been executed or of which he may have had possession or use for the purpose of the execution thereof, not until work shall have been measured by the engineer/consultant whose measurements shall be binding upon and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffoldings, surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of work, the engineer may, at the expense of the contractor, remove such scaffoldings surplus materials and rubbish and dispose of the same as he thinks fit, and clean off such dirt as aforesaid and the contractor shall forth with pay the amount of all expenses so incurred, and shall have no claim in respect of any such scaffoldings or surplus materials as aforesaid expect for any sum actually realized by the sale thereof.

24. “On account payment”

The contractor shall be entitled to be paid monthly by way of “on account” payment only for such works as in the opinion of the engineer / consultant he has executed in terms of the contractor. All payment due on the engineer’s or the engineer’s representatives or consultant’s certificates of measurements shall. Subjected to any deduction, which may be made under these presents and shall further subject to retention of 10(ten) percent by way of security deposit for workmanship guarantee determined in terms of clause 11, provided always than the Engineer may by any certificate make any correction or modification in any previous certificate which shall have been issued by him and the Engineer may withhold any certificate if the works or any part thereof are not being carried out to his satisfaction.

25. “On account payment not prejudicial to final settlement”

‘On account’ payment made to the contractor shall be without prejudice to the final making up of the accounts and shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of work having been executed, nor of the manner of its execution being satisfactory.

26. “Payment to contractor’s bank, if so desired

Payment due to the contractor may, if so desired by him be made his bank instead of direct to him, provided that the contractor furnished to the engineer, (I) an authorisation in the form of legally valid documents such as power of attorney conferring authority on the bank received payment, and (ii)his own acceptance of the correctness of the accounts made out as being due to him by APL or his signature on the bill or the other claim preferred against APL before settlement by the Engineer of the account or claim by payment to the bank. The receipt given by such bank shall constitute a full and sufficient acquittance for the payment.

Receipt for payment made on account of a work, when executed by a partnership firm, must also be signed by the several partners, except that the contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partner, or by some person having authority to give effectual receipts for the firm.

The contractor shall have no claim for any interest or any other compensation with respect to any delay in payment of his interim or final bill or the refund of his Security Deposit, or in respect of any amounts which may be in APL's hands owing to any dispute between APL and the contractor.

27. Payment of lump-sum in estimate :

When the estimate on which a tender is made includes lump-sum in respect of parts of the work, the contractor shall be entitled to payment in respect of the items of work involved or the part of the work in question at the same rates as are payable under this contract for such item or if part the engineer/consultant may at his discretion pay such part of the lump-sum entered in the estimate as he may decide and the certificate in writing of the any sum or sums payable to his under the provisions of this clause.

28.APL lien on all money dues:

APL shall have lien on and over all or any money that may become due and payable to the contractor under these presents, and /or also on and over the security deposit or security amount or amount made under the contract and which may become repayable to the contractor under the condition in that behalf , here in contained, for on in respect on any debt or sum that may become due and payable to APL by the contractor either alone or jointly with another or other and either under this or under any other contract or transaction of any nature whatsoever between APL and the contractor . And further that APL, shall at all time be entitled to deduct the said debt or sum due by the contract from the money, securities or deposits which may become payable to the contractor under the presents.

29. Stores supplied by APL:

If the contract provides for the use of any special description of materials to be supplied from APL's stores or it is required that the contractor shall use certain stores, to be provided by APL shall be supplied with such materials and stores as required from time to time to be used by him for the purpose of this contractor only and value of the full quantity of materials and stores so supplied at the rates specified in the notice inviting tender may be set off or deducted from any sums then due or thereafter to become due to the contractor under the contract, or otherwise or against or from the security deposit. All materials supplied to the contractor shall remain the property of

APL and shall not on any account be removed from the site of work and shall at all times be open for inspection by the engineer. Any such materials unused and in perfectly good condition at the time of the completion or determination of the contract shall be returned to APL's stores if by a notice in writing under his hand the engineer shall on require, but the contractor shall not be entitled to return any such materials without such consent and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid being unused by him, or for any wastage in or damage to any such materials.

30. Return of APL's surplus materials to APL notwithstanding anything contained to the contrary in any or all the clauses of this contract where any materials for the execution of the contracts are procured with the assistance of APL by issue from APL's stock or purchase made against permit or license issued by the Govt. the contractor shall hold the said materials as trustee for APL and use such materials economically and solely for the contract and not dispose of them without the permission of APL and return, if required by the engineer, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on being paid or credited such price as the engineer may determine, having due regards to the condition of the materials.

The price allowed to the contractor, however shall not exceed the amount charged to him excluding the storage charges, if any the decision of the engineer shall be final and conclusive. In the event of any breach of aforesaid condition to the contractor shall in addition to being liable to action for contravention of the terms of license or permit and or for criminal breach of trust, be liable to APL/Govt. for all Nomi's, advantage of profits resulting or which in the usual course would have resulted by reason of such breach.

31. Consumption of materials basis of calculation, After the completion of work the consumption of the materials would be checked on the basis of the critical calculation as follows-

For cement : The theoretical calculations for consumption of quantity of cement to be used shall be according to the APL's printed "statement quantity of cement to be used in different item of work."

For steel : In case of steel reinforcement steel used in the work as per design or as authorized by the engineer shall be measured. The theoretical quantity of steel as described above plus 5% wastage due to cutting in to pieces and over this theoretical quantity variation of plus /minus 5% shall be allowed due to wastage being or loss.

After allowing variations up to 5% for works up to Rs.2.00 lakhs 4% for works between Rs.2.00 lakhs and above 3% for works of Rs. 5.00 lakhs and above for excess use of cement and 5% for excess use of steel the difference of theoretical consumption and the total issues, rates mentioned the NIT.

32. Work to be executed in accordance with specifications, drawings orders etc.

The contractor shall execute the whole and every part the work in the most substantial and workmanship like manner and in every respect in strict accordance with the specification. The contractor shall also confirm exactly, fully and faithfully to the designs, drawing and instructions issued to him from time to time.

The contractor shall verify all dimensions shown on the drawing in case of any doubt, obtain required particulars (which may in any way influence his tender) from the engineer. Figured dimensions on drawings shall supersede measurements by scale and drawings showing details would prevail. Any special directions and specifications or any specific written instruction of the engineer shall supersede all else.

33. Alternations in specifications and design do not invalidate contract.

The engineer /consultant shall have power to make any alternations of submission from additions to or substitution from the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and contractor shall be bound to carry out the work in accordance with any instructions which may be given to him in writing signed by the engineer /consultant and alternations, commissions additions or substitutions shall not invalidate the contract and any alternated additional or substituted work which the contractor may be directed to do in the manner as specified as part of the work shall be carried out by the contractor on the same conditions and at the same rates that are specified in the tender for the main work.

The time for the completion of work may be extended by the engineer to the extent considered necessary by him and his decision shall be conclusive and binding as to such extensions.

34. Rates for extra items :

If the altered, additional or substituted work or any additional work required to be executed as a result thereof includes any class of work for which no rate is specified in this contract and the tender for the original work is percentage below/ above a specified schedule or rates, the altered, additional or substituted work required as aforesaid shall be chargeable at the rates entered in the said schedule below/ above the tendered percentage or if the item of work does not exist in the said schedule minus/plus the same percentage deduction / addition. If however, such class of work is neither entered in, nor can be analyzed on the basis of the said schedule, or if the tender is on item rates basis, then the contractor shall within seven days of the date or receipt of the order to carry out the work, inform the engineer / consultant of the rates which it is his intention to charge for such class of work and if the engineer / consultant does not agree to this rate and a rate cannot be mutually agreed upon between the contractor and APL engineer consultant shall by notice in writing be at liberty to cancel his order to carry out such class work and agree to carry it out in such manner as he may consider advisable provide always that if the contractor shall commence work or incur any expenditure in regard there to before the rates shall have been determined as lastly herein after mentioned that and in such case he shall be entitled to be paid in respect of the work carried out or expenditure incurred by him prior to the date of the determination of the rates as aforesaid according to such rate or rates only as well as fixed by the engineer/ consultant.

No deviations from specification stipulated in this contract shall be made or additional item or work shall be carried out by the contractor unless the rates or such substitute altered or additional item have approved in writing by engineer / consultant failing which APL shall not be liable for any claim on this account.

35. No compensation for alternation or restrictions of work to be carried out.

If at any time after the commencement of the work APL shall for any reason what so ever, not require the whole their as specified in the tender to be carried out, the engineer/ consultant shall given notice in writing of the far to the contractor whole shall have no claim to any payment or compensation what so ever on account of any profit or advantage which he might derive from the execution of work in full but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall the contractor have any claim for compensation by reason of any alternations having been made in the original specifications, drawings, designs and instruction which shall involve any curtailment of the work as original contemplated.

36. Action and compensation payable in case of bad work-

If it shall appear to the engineer/ consultant or his subordinate in charge of the work that any work has been executed with unsound imperfect or unskillful workmanship or with materials of a any inferior description or that materials or articles provided by him for the execution of the work are unsound or of quality inferior to the contracted for or otherwise not in accordance with the contract, The contractor shall on demand in writing from the engineer / consultant specifying the work materials, articles complained of not with standing that the same may have been inadvertently passed carried and paid for forthwith rectify , or remove and reconstruction the work so specified in whole or in part as the case my require, or as the case may be to replace the materials or articles so specified in whole or in part as the case my require, or as the case may be to replace the materials or articles so specified and provide suitable materials or articles at his own cost and in the event of his failling to do so within a period to specified by the engineer / consultant in his demand aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for every day(not exceeding ten days) of his failure to do so and in the case of any such failure, the engineer / consultant may rectify or remove, and re-execute the work or remove and replace with other materials or articles, as the case may be at the risk and expenses of the contractor.

37. Work to be open to inspection:

All work under or in course of execution of executed in pursuance of the work contract shall, at all time be open to the inspection and supervision of the engineer/ consultant and his subordinates and the contractor shall at all times, during the usual working hours and at all other times at which reasonable notice of intention of the engineer / consultant or his subordinate to visit, the works shall have been given to the contractor either himself be present to receive order and instruction or have a responsible agent duly accorded in writing present for the purpose, orders given to the contractors agent shall be considered to have the same force as if they had been given to the contractors himself.

38. Notice to be given before work covered up:

The contractors shall give not less then five days notice in writing to the engineer /consultant or his subordinate in charge of the work before covering up or otherwise placing beyond the reach or measurement and work in order that the same may be measured and correct dimensions thereof the taken before the same is covered up or place beyond the reach of measurement and shall not cover up or place beyond the reach of measurement any work without the consent in writing of the engineer /consultant or his subordinate in charge of the work and if any work shall be covered or place beyond the reach or measurement without such notice having been given or consent obtained the same may be uncovered at the contractors expense or in default there of payment or allowance shall be made for such work or the materials with which the same was executed.

39. Contractor liable for damage done, and for imperfection for 3 months after certification

If the contractor or his work people or servants shall break, deface injure or destroyed part of the building in which they may be working or any buildings roads, road-kerbs, fence enclosures, water pipes cables, drains electric or telephonic post or wires, trees , grass and or any other property cultivated grounds, close to the premises which the work or any part of it is being executed , or if any damage shall happen to the work while in progress from any cause whatsoever, the contractor shall make the same good at his own expenses, or default the engineer / consultant may cause the same to be made good by other work man and deduct the expenses of which the certificate of the engineer / consultant shall be final)from a sums that may be then, or at any time thereafter become, due to the contractor or from his

security deposits or the proceeds of sale thereof, or a sufficient portion thereof.

40. Contractor to supply all plant ladders scaffolding etc

The contractor shall supply at his own cost all materials(except such special materials, if any as may in accordance with this contract, be supplied from APL stores) plants, tools appliances, implements, ladders, tackle, scaffolding, shuttering, centering and temporary work requirites necessary for the proper executive of work, whether original altered or substituted and whether included in the specifications or other documents forming part of the contract or referred to in there conditions or not, or which may be necessary for the purpose of satisfying or complying with requirements of the engineer/consultant as to any matter as to which under there conditions is entitled or which he is entitled to require together with carriage therefore to an from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of getting out of works and counting, weighing and assisting in the measurement or examination at any time and from time to time of work or materials, failing his so doing, the same may be provided by the engineer / consultant at his the expenses of the contractor and expenses may be deducted from any money due to the contractor under the contract or from his security deposit. The contractor shall be entirely responsible for the true and perfect setting out and for the correctness of all levels, dimensions, alignments etc. of all parts of the work .If , at any time any error shall appear in any parts of the work, the contractor shall at his own cost, rectify such errors to satisfaction of the engineer/ consultant . The contractor shall also provide all necessary fencing and lights required to protect the public from accident, or otherwise shall be bound to bear the expenses of defense of every suit, action or other proceedings of law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damage, costs, which may with the consent. of the contractor , be paid to compromise any claim by any such person.

41. Provision of workmen's compensation Act:

In every case in which by virtue of the provisions of section 12 sub-section(1) of the workman's compensation Act, 1983 or any other law for the time being in force, APL is obliged to pay compensation to a workman

employed by the contractor in execution of the work, APL will recover from the contractor the amount of the compensation so paid and without prejudice to the right of APL under section 12, sub-section (2) of the said APL or any other law for the being in force APL shall be liberty to recover such amount or any sum due by APL to the contractor whether under this contract or otherwise APL shall not be bound to contest any claim made against it under section 12, sub-section (1) of the workman's compensation Act,1983.

42. APL not responsible for contractors employees-

The contractor shall strictly abide by the provisions of the employment Exchange (compulsory notification of vacancies) Act, 1959 and may employ such employees as he may think fit ,subject to the limitations and restrictions provided in the above said act and the employees so employed shall be employees of the contractor for all purpose whatsoever and shall not be deemed to be in the employment of APL for any purpose whatsoever . The contractor shall abide by all rules, laws and regulations that may be in force from time to time regarding the employment or conditions of services of the employees. If under any circumstance whatsoever APL is held liable or responsible in any manner whatsoever, for the default of omissions of the part of the contractor in abiding by the aforesaid rules, laws and regulations or-is held liable or responsible to the employees of the employees of the contractors in respect of the matter whatsoever APL shall be reimbursed by the contractor for the same, as also for any other expenses or costs incurred by APL. In any proceedings of litigation as a result of any claim, demand or act on the part of employees of the contractor APL shall be entitled to claim damages or compensation from the contractor.

43. Contractor's responsibility for the manner or execution of works.

Contractors shall be solely responsible for the manner and the method executing the work. The work shall be subject to the approval of engineer/consultant from time to time for purpose of determination of the question whether the work is executed by the contractor in accordance with the contract.

44. Sum payable by way of compensation without reference to Actual loss.

All sums payable by way of compensation under any of these conditions shall be considered as responsible compensation to be applied for the use of APL without reference to the Actual loss or damage sustained and whether or not any damage at all have been sustained.

45. Action were no specification:

In case of any class of work for which there is no such specification laid down in the contract, such work shall be carried out in accordance with the instruction or the engineer/consultant.

46. Contractor's percentage whether applied to net or gross amount of bills.

In case the contract is at percentage below /above in special schedule, the percentage referred to the tender will be deducted from or added to the gross amount of the bills for work done.

47. Materials obtains from dismantling and escalation etc.

All materials (e.g. stone, boulders etc. obtained in the work of dismantling, excavation etc. shall be the property of APL and may be issued to the contractor (if the required the same for the work at rates approved by the engineer).

48. Cleanliness of the site

The contractor shall keep the site clean and free from rubbish to the satisfaction of the engineer/ consultant . All surplus materials rubbish etc. will be removed to places fixed by the engineer/consultant and nothing extra will be paid for it.

49. Inconvenience to the public-

The contractor shall not deposit materials on any site which may cause inconvenience, to the public. The engineer /consultant required the contractor to remove any materials which are considered by him to be a danger or inconvenience to the public. These are to be removed at the contractor's cost.

50. Contractor to pay for water required for work.

The contractor shall make his own arrangement at his own cost for water required for the execution of the contract. If the water required for the execution of the contract is supplied by APL to the contractor at any stage,

APL shall charge and recover from the contractor for the water supplied at the cost of fifty paisa per hundred Rupees worth or total work executed by him.

51. Delay in supplying materials

Owing to difficulty in obtaining certain materials in the open market, APL will supply materials as per specification in the NIT at rate stated therein. The contractor should keep himself in touch with the engineer regarding the position in respect of the supply of materials. APL will not in any event be responsible or liable to the contractor for any delay in the supply materials.

52. Employment of certified plumber-

Certified plumber shall be employed by the contractor on all public health engineer health engineer works including own sewers, filtered and unfiltered mains and water supply and sanitary fittings and fixtures.

53. Employment of licensed Electrical Foreman-

The contractor shall employ a licensed electrical foreman to supervise all electrical installation works.

54. Cleaning, filling and leveling of site-

The site shown on the layout plain be cleared of all obstructions, loose stones, materials, rubbish of all kinds as well as brush wood . All holes or hollows whether originally existing or made removal of loose stones or brush wood shall be carefully filled up with earth wall rammed and leveled off as directed by the engineer. The contractor will not be entitled to any extra payment in this regards.

55. Contractor to comply with all laws etc.-

The contractor shall be responsible to secure compliance central and state laws as well as the rules, requisiteness by orders of the local authorities and statutory bodies may force from time to time.

He shall give to the municipal corporation / committee, police laws other relevant authorities all such notices etc. as may be read. By law and obtained all requisite license for temporary constructions enclosed etc. and pay all fees, taxes any of his operations in executing the works under this contract. He shall make good , at his own cost any damage to any adjoining property.

56. Contractor to make and maintain approaches-

Any temporary passes, approaches, services roads etc. which the contractor any consider necessary for the execution of the works under this contractor shall have to be make and maintained by him at his cost and no extra payment or compensation shall be paid to him on this accounts. All such temporary by passes, approaches, service roads etc. construction by the contractor shall be available for use by APL without any extra payment.

57. Contractor to submit programme for construction-

The contractor shall submit to the engineer/consultant , in advance of commencement of work, his program of construction and get the same approved by the engineer /consultant .The program of construction should adequately provide for progress of execution of work to achieve completion within the stipulated period of time . The contractor shall strictly adhere to his approved program to ensure that the progress of work is satisfactory and also to enable his activities to be properly co-ordinated with the activities of other contractor (if any) installing machinery, equipment and the services.

58. Contractor to be liable for all taxes etc.-

The rules specified in the tender should be inclusive of sales taxes or any other taxes, customs duty of any kind, fees or royalty in respect of the contract, the contractor shall indemnity APL against levy of any taxes etc. in regard to this contract and in the event of APL being assessed for the contractors done and contractor shall also be responsible for all costs or expenses that may be incurred by APL in connection with any proceedings or litigation in respect of the same.

59. Reassignment or subletting of contract :

The contractor shall not assign or sublet the contract or any part thereof, allow any person to become interested there in any manner whatsoever without the special permission of APL. Any breach of this condition shall entitle APL to determine the contract under clause 66 of these conditions and also render the contractor liable for payment to APL in respect of any loss or damage arising out of or ending from such cancellation, provided that personal supervision of the contractor or his agent shall not be deemed to be subletting under this clause. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and APL and shall not relieve the contractor of any responsibility under the contract.

60. Contractor to remove unsuitable employees :

The contractor shall under the instruction of the engineer/consultant immediately remove from the works any person employed thereon who may misbehave or cause any nuisance or be otherwise in the opinion of the engineer/consultant not a fit person to be retained on work and such person shall not be again employed or allowed on the work without the prior written permission of the engineer/consultant.

61. Handing over of works –

The contractor shall be bound to hand over the works executed under the contract to APL complete in all respects to the satisfaction of the engineer /consultant . The engineer /consultant shall determine the date on which the work is considered to have been completed in support of which his certificate shall be regarded as sufficient evidence for all purpose.

62. Maintenance of work-

The contractor shall at all times during the progress and continuation of the works and also for the period of maintenance (which shall originally be six months)and after the date of passing of the certificate of completion by the engineer/consultant, or any other date subsequently to the completion of work that may be decided by the engineer/consultant be responsible for the job to be effectual maintenance need and uphold in good, substantially sound and perfect condition all and every part of the work and shall make good from time to time and all times as often as the engineer/consultant shall required damage or defect that may during the above period, arise in or be

discovered or be in any way connected with the works, provided however that such damage or defect is not directly caused by errors in contract documents, acts of providence or insurrection or civil commotion and the contractor shall be liable for and shall make good to APL or other person legally entitled thereto, where ever required by the engineer to do so, all losses, damage costs and expenses they or any of them may incur be put or be liable to by reason in consequence of the operations of the contractor or of his failure in any respect.

63. Re payment security deposit-

The total security deposit shall become due and shall be paid to the contractor after the expiry of the period of maintenance specified and reckoned from the date on which the engineer/consultant shall have the certificate of completion comprising the whole of the works to be done under the provisions of the contract, or any other earlier date subsequent to the contract or and other earlier than the stipulations of this clause have been fulfilled by the contractor and all the consequences of the works have been finally satisfied provided further that in the event of different maintenance periods having become applicable to different parts of the works personate to clause 62 of these conditions the expiration of the period of maintenance shall for the purpose of this clause be deemed to mean the expiry of the latest of such period.

64. Income tax clearance certificate-

Notwithstanding anything consigned in clause in clause 63 above the security deposit shall not be paid to the contractor until a Tax clearance certificate expressly mentioning that the receipts from his contract had been including by the contractor in the return income filed by him to the taxes authorities that the contractor was taking steps to co-operation in this early completion the assessments and payment of taxes thereon, is produced by the contractor.

65. Any sum of the money due and payable to the contractor

(including security deposit it returnable to him) under this contract may be appropriated by APL or the Govt. of any other person or persons contracting through the secretary of department of any Ministry of the Govt. and set off against any claim of APL or the Govt. of such other person for the payment of money arising out of or under any other contract made by the contractor with APL or the Govt. of such other person or persons.

66. Determinations of contract owing to default of contractor-

If the contractor should –

- i. Become bankrupt or insolvent or
- ii. Make an arrangement with or assignment in favor of his creditors or agree to carry out the contract under a committee of inspection of his creditors, or
- iii. Being a company or corporation go in to liquidation (other than voluntary liquidation for the purpose of amalgamation or reconstruction) or
- iv. Have a execution levied on his goods or property on the works or,
- v. Assign the contractor any part there of otherwise than as provided in clause 59 of these conditions, or
- vi. Abandon the contract, or
- vii. Persistently disregard the instruction of the engineer or contravene to any provision of the contract , or
- viii. Fail the adhere to the agreed program of work, or and to replace work after receiving from the engineer /consultant notice to the effect that the said materials or works have been condemned or rejected, or
- ix. Fail to take steps to employ competent or additional staff and labors required under clauses 40,52 and 53 of these conditions or
- x. Promise, offer or give any bribe commission , gift or advantage either himself or through his partner, agent or servant to any officer or employees of APL or to any person or his or on their behalf in relation to the execution of this or any contract with APL then engineer/consultant on behalf of APL may serve the contractor with a notice in writing to that effect. If the contractor does not within seven days of the delivery to him of such notice proceed to make good his default in so far as the same is enable of being made good and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the engineer/ consultant shall be entitled after giving 48 hrs notice in writing under the hand of Engineer/ consultant to remove the contractor from the whole or any portion or portions as may be specified in such notice)of the works without thereby avoiding contract / or releasing the

- xi. contractor from any of his obligations or liabilities under the contract adopt any several of the following courses-
- a. to rescind the contract of which rescission notice in writing to the contractor under the hand of the engineer shall be conclusive evidence, in which case the security deposit of the contractor shall stand for-feited to APL with out prejudice to APL 's right to recover from the contractor any amount that shall exceed the value of the contract.
 - b. To carry out the works or any part there of by the employment of the required labour and materials, the cost of which shall include leads freight, supervision and all incidental charges, and to debit the contractor with such cost the amount of which as certified by the engineer/ consultant shall be final and binding upon the contractor and credit the contractor with the value of the works done as if the works had been carried out by the contractor under the terms of contract and the certificate of the engineer/consultant in respect of the amount to be credited to the contractor shall be final and binding upon the contractor.
 - c. To measure up the work executed by the contractor and to get the remaining work completed any another contractor at the risk and expenses that may be incurred in excess of the sum which would have been paid to the contractor if the works had been carried out by him under the terms of the contract the amount of which excess as certified by the engineer / consultant shall be final and binding upon the contractor shall be borne and paid by the contractor or may be deducted from any amount of money due to him by APL under the contract or otherwise from his security deposit provided always that in any case in which any or the powers conferred upon APL by the sub-clause.
 - i. Of clause 66 hereof shall, notwithstanding be exercisable in the event or any future case of default by the contractor for which he is liable for past and future shall remain unaffected.

- ii. Right of APL after cessation of contract owing to default of contractor in the event of any several of the courses referred to in sub-clause (I) of this clause being adopted.
 - a. The contractor shall have no claim for compensation for any loss sustained by him for reason of his having purchased any materials or entered in to any commitments or made any advance of account of or with a view to the execution of the works or the performance of the contract and the contractor shall not be entitled to recover or be paid any sum for any work thereto actually performed under the contract unless and until the engineer/consultant shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.
 - b. The engineer /consultant shall as soon as may be practicable after removal of the contractor, fix and determine expiry or by or after reference to the parties or after such investigation or enquiries as he may consider fit make or institute and shall certify what amount (if any) had at the time of recession or the contract be reasonably accrue to the contract in respect of the works actually done by him under the contract and what was the value of any unused, or partially used materials, any constructional plant any temporary works upon the site.
 - c. APL shall not be liable to pay to the contractor any money on account of the contract until the expiration of the period of maintenance and thereafter until the costs of completion and maintenance damages for delay in completion (if any) and all other expenses incurred by APL, have been ascertained and the amount thereof certified by the engineer /consultant . The contractor shall then be entitled to receive only such sum or sums (if any) as the engineer/consultant may certify and would have been due to him upon the completion by him after deducting the said amount, but if such amount shall exceed the sum which would have been payable to the contractor, then the contractor shall upon demand pay to APL the amount of such excess and it shall be deemed a debit due by the contractor to APL and shall be recoverable accordingly.

67. All disputes or differences of any kind whatever arising out of or in connection with the contract during the progress of the works or after completion and whether before or after determination of the contract, shall be given reasonable time after presentation, make notify decisions thereon in writing. The decisions, directions and certificates with respect to any matters, decisions and which his specially provided for by these conditions given and made by APL or by the engineer / consultant on behalf of APL which matters are referred to hereinafter accepted matters, shall be final and binding upon the contractor and shall not be set aside or be attempted to be set aside on amount of any informality, commission, delay or error in proceedings in about the same or on any other reasons and shall be without any appeal.

68. Except where otherwise provided in the contract, all questions and disputes relating to the making of the specifications, designs, drawings and instruction hereinafter mentioned and as to the quality or workmanship or materials used on the work, or to any other question, claim right matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings specification estimates instructions, orders, or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof or otherwise shall, within one month of the arising such question of dispute, be referred to the sole arbitration of the M.D. or Director-in-charge is unable or unwilling to act as such arbitrator there shall be no objection if the Arbitrator so appointed is an employees of APL and that he had to deal with the matters to which this agreement related and that in the course of his duties as such he had expressed views on the all or any of the matters in disputes or difference. The award of the Arbitrator so appointed shall be final, conclusive and binding on all parties to this contract. The Arbitrator, from time to time, with consent of the parties, the time for making and publishing.

69. Introduction of national apprenticeship scheme for scheme for employees of contractors engaging the construction wing.

The contractor shall comply with the provisions of the apprentices Act 1961 and the rules and orders issued thereunder from time to time. If he fails to do so his failure will be breach of the contract and the authorized engineer / officer may in his discretion, cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

The above provisions will apply when the contract work is one year and above. The concerned contractor shall be directly responsible to the state apprenticeship adviser/deputy control apprenticeship in regard to the apprentice they are required.

70. Appointment of qualified engineer by contractor –

The contractor will be required to employ only qualified engineer(i.e engineering graduates or recognized diploma holders) in the execution of work contract awarded to him, also be required to furnish to APL on regular quarterly basis a list of qualified engineers or his rolls indicating there name and professional /technical qualifications till the completion of the contract.

ANNEXURE-E

APL'S SITE WORKING CONDITION

1.0 SITE ESTABLISHMENT:

- 1.1 The contractor shall provide covered stores, tarpaulin and other covers for storage of materials. All materials likely to deteriorate in the open shall be stored under suitable cover. The contractor's staff and labour shall not be allowed to stay at site beyond working hours.
- 1.2 The contractor shall advise within 7 days of the effective date of contract, his space requirement which shall include for offices, Mess rooms, covered storage, open storage, fabrication space, lavatories etc. excluding labour colony.

Space shall be allowed to the contractor for erection of his office hutment and storage of material, but he will not be permitted to make use of any other space without the approval of the owner.

- 1.3 The contractor shall take adequate precautions and make necessary security arrangements at site for his own equipment, tools, tackles and materials for loss or damage to the contractor's plant tools or materials.
- 1.4 The Contractor shall at all time provide lighting and watchmen to protect and guard the works during its progress and in default thereof, the owner / consultant may provide such facilities at contractors cost.
- 1.5 A number of contractor will be working at project site. The contractor shall not object to the execution of works by other contractors simultaneously on the works awarded to them.
- 1.6 The contractor shall keep at all times, the work and storage area clean, free from accumulation of waste materials.
- 1.7 WATER:
The owner shall supply water to the contractor at one point. Any further, distribution will be responsibility of the contractor.

- 1.8 Electricity :
The contractor shall advise within 7 days of the effective date of contract his construction power requirements to allow the planning of the temporary electrical distribution. Power will be given at one point on chargeable basis at prevailing ASEB tariff. Contractor shall install energy meter. Further distribution will be arranged by the Contractor.

- 1.9 Telephone :

The contractor may make use of the owner's telephone and FAX facilities, if available. The cost of all calls be realized from the contractor.

1.10 Lavatories :

The contractor shall provide his own lavatory and washing facilities to comply with the local and Government regulations in the space allotted by the owner/consultant and demolish the same on completion of work.

1.11 Messing accommodation :

The contractor shall make his own messing for his Engineers, Supervisors and workmen.

1.12 First Aid :

The contractor shall provide a first aid post for his personnel working at site.

1.13 Contractor shall be responsible for providing tools and tackles, erection equipment, scaffolding materials, welding materials, compressed air, consumable stores, commission and testing.

1.14 The off loading and storage at site of all the contractor plant, tools and materials is his responsibility.

1.15 The contractor shall provide at his own cost.

- a) Any site approach, service roads which the contractor may consider necessary for the execution of the contract.
- b) Necessary accommodation as may be required for his staff, technicians and Engineers.

2.0 SUPERVISION OF WORK AND EMPLOYMENT OF LABOUR :

2.1 The contractor is required to have on site during all working hours a full time engineer, who will be responsible to the owner/consultant for the execution/management of the works and who shall be authorized to receive and act on the such instruction as the owner/consultant may give.

2.2 The contractor shall provide necessary skilled and unskilled labour, supervisory and other staff required in connection with the execution of the contract. The permission of the owner/consultant must be obtained before tradesmen are recruited for the work. Tradesmen locally available should be given preference for recruitment.

2.3 All travelling expenses including provisions of all necessary transport to and from site, lodging, allowance and other payment to the contractor's employees are his own responsibility.

- 2.4 If required by the owner, all contractor's employees will wear identification badges while on site. The owner will issue security entry pass.
- 2.5 All notices display on the site and any instruction issued by the owner must be strictly adhered to by the contractor's employees.
- 2.6 The contractor will ensure that neither any of his employees nor any stranger takes any photographs of the work of premises or any portion thereof. The contractor will also ensure that no unauthorized person enters the premises.
- 2.7 The contractor shall permit the staff of the owner to make such searches on the premises as required to ensure absolute secrecy/security with respect to the work carried out.
- 2.8 The contractor will engage a gate keeper at his own cost and issue gate passes to his workmen so that only those engaged by him for the work will be allowed to enter the premises.
- 2.9 The contractor's personnel will be subject to security checks by the owner's security staff.
- 2.10 The contractor shall be responsible for any misconduct of any member of his staff and workmen and the owner will be entitled to expel the person employed by the contractor if found misbehaving on the site, getting drunk or is responsible for theft of the owner's property. The owner shall be entitled to take legal action against such a person.
- 2.11 The contractor shall ensure all his person against any accident.
- 2.12 All members of the contractor's staff and workmen working on the site shall enter the office/building of the owner with prior permission and if any one is found lingering in any department, the owner will be entitled to expel him. If any member of the contractor's staff and workmen has any work with employees of the owner he shall have to obtain the prior permission of the Head of the department concerned to meet the employees of the owner.
- 2.13 Before commencing the work the contractor shall give to the owner schedule showing the number of persons employed by him and give the number of days for which they will work on the premises. The schedule may be reviewed by the owner/consultant at the end of every week.
- 2.14 The contractor shall indemnify the owner/consultant against any claim under the workmen's compensation act and contract labour (Regulation and Abolition Act. 1970) and payment of wages act and all or any other

2.15 statutory rules and regulations as modified or otherwise in force from time to time or in respect of any damages or compensation payable in consequence of any accident or injury sustained by the workman or other person whether in the employment of the contract or otherwise. Until the contracted work is accepted for and shall be deemed to have agreed to indemnify the owner/consultant in respect of all damages to and properly or owner/consultant or of the contractor or their subcontractor or their workmen or by defective design, work or materials or otherwise.

2.16 The contractor shall observe the provisions of Employees State Insurance Act, Factories, Central or State Act, regulations as may be applicable in respect of work and labour and staff employed by the contractor at site.

3.0REPORTING :

1.1 The contractor shall draw in advance detailed schedule of work to be carried out at site and submit the same to the owner/consultant or to his authorized representative for approval. The work shall be done in accordance with the schedule and as per instructions given by the owner/consultant representative at site.

1.0 The contractor shall report the following information to the owner/consultant in writing each Friday.

- a) Number of men employed by the contractor.
- b) Progress achieved.
- c) Expected date of completion of work.
- d) Any actual or potential delay in the program caused by the action or inaction of the other contractor working on site.

1.0 COMPLETION OF WORK :

After completion of erection work, the contractor shall remove or dispose of in a satisfactory manner all temporary structure, Water materials, etc. and leave the premises in satisfactory condition. All empty packages including drums, bags and scrap materials belonging to owner shall be left at a place indicated by the owner. All packing cases shall be properly of the owner.

5.0 WORK SAFETY AND POLLUTION RULES :

5.1 The contractor shall observe all statutory and legal requirement under various regulation made by Central and State Governments applying to the work as well as any local regulations applying to the site and collaborate with the owner/consultant in all matters connected with safety and the above rules.

5.2 Particular attention is drawn to the following :

- a) In case of accident the owner/consultant will be informed in writing forth with. The contractor shall strictly follow regulation laid down by factory inspector , Government and other authorities in this regard.
- b) Fencing, guarding all contractor's plant, plate-forms excavation etc. to avoid accident.
- c) Compliance with all electricity regulations.
- d) Compliance with statutory requirement for inspection and test of all lifting appliances and auxiliary shifting gears.

5.3 No excavation will be started without the permission of the owner who will inform the contractor of the position of any pipes or cables known to be buried in the area. All excavations must be effectively railed off at all times or completely bordered and properly marked during the hours of darkness by red warning lamps using flame proof warning lamps in non-smoking areas. During the hours of darkness heaps of debris or materials which cannot be immediately removed must be heaped in such a way as to leave adequate passageway.

5.4 The contractor will notify the owner/consultant of his intention to bring on the site any equipment such as space heating or welding apparatus, or any container holding liquid or gaseous fuel or other substances, which might create a hazard. The owner/consultant will have right to prohibit the use of such equipment or to prescribe the conditions under which such equipment may be used.

The owner /consultant will have the right to inspect any construction plant, and to forbid its use if in his opinion it is unsuitable or unsafe. No claim arising therefrom shall be made by the contractor. The contractor or any one acting on his instruction will not bring on to the site any radio active substance or any apparatus using such substances or any x-ray apparatus until written permission and direction regarding the use of such equipment has been received from the owner.

5.5 The contractor will meet all requirements and acts on the instruction of the owner/consultant where it is necessary to operate permit to work's system.

5.6 The contractor shall have his own fire fighting extinguishers and equipment.

5.7 The contractor shall be responsible for the provision of all safety notices and safety equipment required under relevant legislation and as the owner/consultant may deem necessary.

5.8 The contractor shall be responsible for the safe storage of his radiographic sources of those of his sub-contractor's.

6.0 **ELECTRICAL SAFETY REGULATIONS** :

- 6.1 In no circumstances will the contractor interfere with fuses and electrical equipment belonging to the owner.
- 6.2 Before the contractor connects any electrical appliances to any plug or socket belonging to the owner he will
 - a) Satisfy the owner/consultant that the appliances is in good condition.
 - b) Inform the owner/consultant of the max. current required and the voltage and phase of the appliance.
 - c) Obtain permission of the owner detailing the sockets to which the appliances may be connected.
- 6.3 No electric cable in use by the owner/consultant will be disturbed without prior permission of the owner/consultant. No weight of any description will be imposed on any such cable and not staging, ladder or similar equipment will rest against or be attached to it.
- 6.4 The voltage of all portable equipment e.g. drilling machines temporary lighting etc. will not exceed 220 volts. Voltage of all hand lamps used for lighting inside vessel shall not exceed 25 volts.
- 6.5 It shall be the responsibility of the contractor to ensure that no accident of any kind occur on the site and he shall be responsible for all liabilities arising from and accident whether civil or criminal and whether the premises are insured or not.

7.0 **OWNER/CONSULTANT'S OBLIGATIONS :**

Owner/consultant's obligations shall be limited to the following:

- a) To make available responsible leveled area for erection of the contracted equipment and construction of site office/stores, cost required to be incurred for leveling or otherwise making the area suitable for use will have to be incurred and born by the contractor.
- b) To make available benchmarks, elevation and such reference lines as may be necessary for location equipment.
- c) To assist the contractor in obtaining statutory permits/clearance if required.
- d) To issue storage as required as per contract agreement.
- e) To undertake execution of all civil and structural works etc. as required except those which fall within the scope of this contract agreement.
- f) To provide other facilities as specially agreed elsewhere of the contract.