



INVITATION FOR BIDS (IFB)

FOR

Design, Supply, Installation, Testing and Commissioning of Electro-Mechanical Equipment

(EM PACKAGE)

Single-Stage: Two-Envelope Bidding Procedure

March 2023

Document Information

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Revision History

Revision

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INVITATION FOR BIDS (IFB) / NOTICE INVITING TENDER (NIT) (National Open Competitive Bidding)

Contract Title: Design, Supply, Installation, Testing and Commissioning of Electro-Mechanical Equipment (EM Package) for Keyi Hydropower Project (23 MW) in Arunachal Pradesh

IFB No: *KEYI-W002-EM*

IFB issued on: *22nd March 2023*

Section 8: Special Conditions of Contract

| Volume number | Contents | Section No./ Name |
|---------------|--|---|
| Volume-1 | Invitation for Bids | Section 0: Invitation for Bids |
| | Bidding Procedures and Bidding Forms | Section 1: Instructions to Bidders |
| | | Section 2: Bid Data Sheet |
| | | Section 3: Evaluation, Eligibility and Qualification Criteria |
| | | Section 4: Bidding Forms for Technical Bid |
| | | Section 5: Bidding Forms for Price Bid |
| | Employer's Requirements | Section 6: Employer's Requirements (the contents of this Section include by reference the contents of Volume-2 and Volume -3) |
| | Conditions of Contract and Contract Form | Section 7: General Conditions of Contract |
| | | Section 8: Special Conditions of Contract |
| | | Section 9: Contract Forms |
| Volume-2 | Technical Specifications | Part-I: Technical Specification for E & M Equipment |
| | | Part-II: Technical Data Sheet |
| Volume-3 | Drawings | Drawings - E & M System Drawings |

Section 8: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC. The clause number of the SCC is the corresponding clause number of the GCC.

Table of Clauses

| | | |
|-----|--|----|
| 1. | Definitions | 1 |
| 3. | Interpretation | 1 |
| 4. | Communications | 1 |
| 5. | Law and Language | 2 |
| 6. | Fraud and Corruption | 2 |
| 7. | Scope of Facilities | 2 |
| 8. | Time for Commencement and Completion | 2 |
| 9. | Contractor's Responsibilities | 2 |
| 10. | Employer's Responsibilities | 4 |
| 13. | Securities | 4 |
| 17. | Execution of the Facilities | 5 |
| 18. | Work Program | 6 |
| 19. | Subcontracting | 6 |
| 21. | Plant and Materials | 7 |
| 22. | Installation | 7 |
| 23. | Quality Assurance, Test and Inspection | 12 |
| 25. | Commissioning and Operational Acceptance | 12 |
| 27. | Defect Liability | 12 |
| 30. | Limitation of Liability | 12 |
| 34. | Insurance | 13 |

1. Definitions

(d) The Contractor is: *< to be inserted on finalisation of award of Contract>*

(p) The Employer is: **DD Hydro Power & Developers Pvt. Ltd., Arunachal Pradesh** (also referred to as **DD Hydro**)

(r) Eligible Country shall include all countries and territories barring the country or countries on whom the Government, has or may, by order in writing, impose restrictions or sanctions, for procurement from that country or countries, or a class of countries, on any ground or matters directly or indirectly, including but not limited to restrictions under Order (Public Procurement No. 1) issued by Department of Expenditure, Ministry of Finance, Government of India under F.No. 6/18/2019-PPD dated 23rd July 2020 read in conjunction with any amendment or clarification thereto.

(hh) The Site location and the country where Site is located are: Pistana Village, Lower Subansiri District, Arunachal Pradesh.

3. Interpretation

3.8 Country of Origin:

Country of Origin, in respect of supply of Plant and Installation Services under the Contract, shall include all countries and territories barring the country or countries on whom the Government, has or may, by order in writing, impose restrictions, on procurement from that country or countries, or a class of countries, and/or on suppliers/ firms from or connected therewith, on any ground or matters directly or indirectly, including but not limited to restrictions under Order (Public Procurement No. 1) issued by Department of Expenditure, Ministry of Finance, Government of India under F.No. 6/18/2019-PPD dated 23rd July 2020 read in conjunction with any amendment or clarification thereto.

4. Communications

4.1 (b) For **communications purposes**, the addresses are as under:

Employers' Address:

< to be inserted on finalisation of award of Contract>

Project Manager's Address:

< to be inserted on finalisation of award of Contract>

Contractor's Address:

< to be inserted on finalisation of award of Contract>

5. Law and Language

- 5.1 The Contract shall governed by and be interpreted in accordance with the laws of: **India**
The courts of Jurisdiction shall be the Courts at Delhi.
- 5.2 The ruling language is: **English**. Supporting documents and printed literature that are part of the communication may be in another language provided they are accompanied by an accurate translation of the relevant passages into English, in which case, for purposes of interpretation of the communication, such translation shall govern.
- 5.3 The language for communications is: **English**

6. Fraud and Corruption

- 6.5 The following additional provisions in regard to Fraud and Corruptions shall apply:
- (a) Standards of Conduct, Anti-bribery, and Fraud as per the Appendix to the Contract Agreement.

7. Scope of Facilities

- 7.3 The Contractor agrees to supply spare parts for a period of 5 Years after the Completion of the Facilities. The price for such spare parts for 5 years shall be firm and fixed and as per the relevant price schedule forming part of the Contact.

For the spares parts required beyond the aforesaid period of 5 years, the Employer may at its discretion procure the same from the Contractor. However, the identity, specifications, and quantities of such spare parts and the terms and conditions relating to the supply thereof are to be agreed between the Employer and the Contractor, and based on the price of such spare parts given in price schedules,

8. Time for Commencement and Completion

- 8.3 The Time for Completion of the whole of the Facilities shall be 30 months from the Effective Date as described in the Contract Agreement.

Time for Completion for parts of the Facilities: _____

| | |
|----------------------|--|
| Completion of Unit-1 | 28 months from the Effective Date |
| Completion of Unit-2 | 30 months from the Effective Date |

9. Contractor's Responsibilities

9.7 <applicable only in case of Joint Venture (JV)>

(a) Names of the members/ partners of the JV are : < to be inserted on finalisation of award of Contract>

(b) Name of the Lead member/ partner of the JV is: < to be inserted on finalisation of award of Contract>

9.11 The additional responsibilities shall, include the following :

- i. The Contractor hereby represents and warrants, that they have satisfied themselves as to the suitability and availability of access routes to the Site. The Contractor shall use reasonable efforts to prevent any roads or bridges from being damaged by the Contractor's traffic for movement of Materials, Construction Equipment and Plant to the Site. These efforts shall include the use of appropriate transportation vehicles and access routes in accordance with the Applicable Laws. Any damage or improvement to the transportation system including the roads/bridges/culverts enroute to the Site during execution of the Works shall be borne by the Contractor, who shall make good the same at his own cost.
- ii. All instructions and orders given by the Project Manager or his representative at site shall be taken to have been conveyed to the Contractor or Contractor's Representative for his compliance if recorded in the Site Order Book, wherever Site Order Book is maintained at Site, The Contractor shall maintain the site order book systematically and securely till Completion of the Facilities. The Site Order Book shall be available at the Site during working hours. Orders regarding the Work as and when necessary shall be entered in this book by the Project Manager or his representative with dated signatures in exercise of the powers vested in him, which orders shall be duly noted by the Contractor or Contractor's Representative or his authorized agent with his dated signature.
- iii. The supply of Mandatory Spare Parts, if any, shall be included in the Contract. Beside the aforesaid Mandatory Spares parts, the Contractor shall ensure the availability of spare parts required for the operation and maintenance of the Facilities to the Employer for a minimum period mentioned under GCC Clause 7, from Completion of the Facilities. The Contractor shall carry sufficient inventories to ensure an ex-stock supply of consumable spares for the plant and equipment. If so desired by the Employer, the Contractor shall submit the specifications, price and the terms and conditions relating to the supply thereof for such spares identified by the Employer with validity period of 6 months within 30 days of receipt of request from Employer for its consideration and placement of order.

The Contractor shall guarantee that in the event of termination of production of spare parts by the Contractor or his Sub-Contractor:

- (a) The Contractor shall send advance notification to the Employer of the pending termination, with 2 (two) years time to permit the Employer to procure needed requirements, and
- (b) Following such termination, the Contractor shall furnish at no cost to the Employer the blueprints, drawings and specification of the spare parts, if requested.

In case the Contractor fails to supply the spares parts in accordance with the terms stipulated above, the Employer shall sanction the Contractor declaring them ineligible for a stated period of time for future projects.

10. Employer's Responsibilities

10.1 Information and/or data provided/ to be provided by the Employer is as specified in Employer's Requirements.

10.8 The additional responsibilities shall, include the following :

- (a) Land for labor camp and other Infrastructure Works of the Contractor shall be arranged by the Employer free of cost. The land arranged by the Employer shall be vacated by the Contractor after completion of the Works. The use or occupation of the land by the Contractor shall not confer on him any right of tenancy or possession thereof. Any damage to the land provided for labour camp during this period, shall be borne by the Contractor
- (b) It shall be the Employer's responsibility to seek any exemption, if admissible for the Facilities directly or indirectly as per the notifications/orders/ policy of the Government time to time. For such exemption, the Employer shall be responsible to obtain all necessary authorization and/ or certificates as a proof of exemptions and provide the same to the Contractor. The Contractor shall be responsible for availing the exemption and shall pass on the accruing benefit to the Employer by way of corresponding reduction in the Contract Price.

13. Securities

- 13.2.1 The Advance Payment Security shall be with a validity of up to 28 days beyond the date of Completion of the Facilities
- 13.2.2 The Advance Payment Security shall be in the form of guarantee directly issued by the reputable bank or financial institution (insurance, bonding or surety company), of Contractor's choice, located in India.
- 13.3.1 The amount of Performance Security, as a percentage of the Contract Price for the Facility shall be: 10%
- 13.3.2 The performance security shall be in the form of bank guarantee valid until ninety (90) days beyond the Defect Liability Period of the whole of the Facilities, directly issued by the reputable bank, acceptable to the Employer, located in India, as per form included in Section: Contract Forms.
- 13.3.3 The performance security shall be reduced to 10% of the value of the component covered by the extended defect liability to cover the Contractor's extended defect liability in accordance with the provision in the SCC, pursuant to GCC Sub clause 27.10.
- 13.3.4 Not Applicable
- 13.4 The Contractor shall provide following additional securities:
 - i. For the Plant and Operational Spares to be supplied/ provided by the Contractor, it will be the responsibility of the Contractor to take delivery, unload and store the materials at Site and execute an Indemnity Bond and obtain authorization letter from Employer as per proforma enclosed at Section: Contract Forms, in favor of the Employer against loss, damage and any risks involved for the full value of the Plant

and Operational Spares. This Indemnity Bond shall be furnished by the Contractor before commencement of the supplies and shall be initially valid till the scheduled date of Completion of the Facilities by the Contractor and Taking Over by the Employer, and shall be extended from time to time till actual date of Completion of the Facilities by the Contractor and Taking Over by the Employer.

- ii. Where the Employer, after the transfer of ownership to him as per the Contract, hands over the Plant and Operational spares to the Contractor for executing the Contract, then the Contractor shall, at the time of taking delivery of the Plant and Operational Spares from the Employer, through dispatch documents, furnish Trust Receipt for Plant and Operational Spares and also execute an Indemnity Bond in favor of the Employer in the form acceptable to the Employer for keeping the Plant and Operational Spares in safe custody and to utilize the same exclusively for the purpose of the said Contract. The proforma for the Trust Receipt and Indemnity Bond shall be as enclosed in Section: Contract Forms. The Employer shall also issue a separate Authorization Letter to the Contractor to enable him to take physical delivery of Plant and Operational Spares from the Employer, in the proforma enclosed under Section: Contract Forms.

17. Execution of the Facilities

17.1 The Project Manager is : *< to be inserted on finalisation of award of Contract >*

Except as otherwise stated in these Conditions, whenever carrying out duties or exercising authority, specified in or implied by the Contract, the Project Manager shall act as a skilled professional and shall be deemed to act for the Employer. The Project Manager shall have no authority to amend the Contract or, except as otherwise stated in the Contract, to relieve either Party of any duty, obligation or responsibility under or in connection with the Contract.

The Project Manager may exercise the authority attributable to the him as specified in or necessarily to be implied from the Contract. However, any acceptance, agreement, approval, check, certificate, comment, consent, disapproval, examination, inspection, instruction, notice, no-objection, record(s) of meeting, permission, proposal, record, reply, report, request, review, test, valuation, or similar act (including the absence of any such act) by the Project Manager, shall not relieve the Contractor from any duty, obligation or responsibility the Contractor has under or in connection with the Contract.

The Project Manager may from time to time assign duties and delegate authority to assistants, and may also revoke such assignment or delegation, by giving a Notice to the Parties, describing the assigned duties and the delegated authority of each assistant. The assignment, delegation or revocation shall not take effect until this Notice has been received by both Parties. Assistants shall be suitably qualified natural persons, who are experienced and competent to carry out these duties and exercise this authority. delegated,

shall only be authorised to issue instructions to the Contractor to the extent defined by the Project Manager's Notice of delegation under this Sub-Clause. Any act by an assistant, in accordance with the Project Manager's Notice of delegation, shall have the same effect as though the act had been an act of the Project Manager. However, if the Contractor questions any instruction or Notice given by an assistant, the Contractor may by giving a Notice refer the matter to the Project Manager. The Project Manager shall be deemed to have confirmed the assistant's instruction or Notice if the Project Manager does not respond, within 7 days after receiving the Contractor's Notice, reversing or varying the assistant's instruction or Notice (as the case may be).

17.2 The Contractor's Representative is : *< to be inserted on finalisation of award of Contract >*

18. Work Program

18.2 The following provisions shall also be applicable in regard to program of performance by the Contractor:

- i. The Contractor shall retain the services of a planning engineer as construction/erection/installation scheduler with adequate experience of handling large construction projects for preparing and maintaining the program of performance by the Contractor (also referred to as **Detailed Construction Schedule**). The Contractor shall use "Primavera / MS Project / equivalent latest software tool" construction scheduling software of the latest version for preparation of the Detailed Construction Schedule. The scheduling shall be based on Critical Path Method in the form of Precedence Diagram Network with capabilities of identifying the critical path and predicting the date of completion of the Works, with periodic progress updates.
- ii. The Detailed Construction Schedule shall include time scaled network diagrams and Gantt charts, based on calendar days. It shall be constructed to show the order in which the Contractor proposes to carry out the Works and availability / requirement and use of manpower, Plant, equipment, goods and materials and Contractor's Equipment. The Contractor shall utilize the Detailed Construction Schedule in planning, scheduling, monitoring, coordinating and performing the Works under Contract (including activities of Subcontractors, Plant vendors, Materials suppliers, etc.).
- iii. When the Program is updated, the Contractor shall provide the Employer/ Project Manager with an updated cash flow forecast.

19. Subcontracting

19.1(a) The Contractor shall not subcontract (i) works with a total accumulated value greater than the specified percentage of the Contract Price, or (ii) any part of the Works for which subcontracting is not permitted as specified below;

- (i) Maximum allowable accumulated value of work subcontracted (as a percentage of the Contract Price): Not Applicable

- (ii) Parts of the Works for which subcontracting is not permitted: Not Applicable

(b) Additional provisions, specified below shall also apply:

- (i) The Contractor shall get the manufacturers/ vendors/ suppliers/ subcontractors of all major construction material such as but not limited to, cement, reinforcing steel, structural steel, admixtures, rock bolts, rock anchors, pipes, special steel etc., as the case may be, approved by the Employer at least 30 (thirty) days prior to their procurement from the proposed manufacturers/ vendors/ suppliers/ subcontractors.

19.6 The following additional provisions regarding subcontracting shall also apply:

- a) The Project Manager / Employer shall satisfy themselves before approving the subcontractor proposed by the Contractors, whether:
- the circumstances warrant such sub-contracting; and,
 - the sub-Contractor so proposed for the Facilities possesses the experience, qualifications and equipment necessary for the job proposed to be entrusted to him in proportion to the quantum of Works to be sub-contracted.

21. Plant and Materials

21.1 Plant and Materials

The following additional provisions shall also be applicable:

- i. Coarse Aggregate & Fine Aggregate
- a. The Contractor shall be responsible for ensuring the quality and/or quantity of all aggregates required during the execution of the Works. All such risks and responsibility regarding the quality and quantity of aggregates shall vest with the Contractor, and the Employer shall not be required to compensate the Contractor for any reasons, including any deficiencies in the quality and quantity of aggregates, and any such eventualities shall be deemed to be included in the Contract Price.
- b. Suitable concrete mixes shall be designed using the available aggregates approved by the Project Manager.

22. Installation

22.2 Labor

22.2.7 Health and Safety

(e) The Contractor shall throughout the contract (including the Defect Liability Period):

- i. be fully responsible for compliance with Security, Health & Safety requirements as per the Employer's Requirements, with respect to the Facilities and Contractor's personnel, and sub-suppliers or subcontractors (In the event of any conflict between provisions mentioned in Employer's Requirements and the

- provisions in Conditions of Contract, the provisions mentioned in Employer's Requirements shall prevail);
- ii. be fully responsible for compliance with all relevant health and safety regulations and standards with respect to provision of the Works with respect to the Contractor's personnel, and sub-suppliers or subcontractors;
 - iii. ensure implementation of appropriate health and safety standards and practices and elimination of hazards to all personnel involved in provision of Facilities/ Works;
 - iv. ensure that all its personnel and the personnel of its sub-contractors are provided with and are required to always use personal protective equipment (PPE) appropriate to the activities being undertaken;
 - v. ensure that the activities of its personnel and the personnel of its sub-suppliers and subcontractors are covered by appropriate insurance policies pursuant to the Contract;
 - vi. be responsible to report to the Employer, within 24 hours of occurrence, any incident or accident resulting in personal injury or damage to any operations, premises, materials, assets, machinery, equipment or property relating to provision of the Works pursuant to the Contract;
 - vii. ensure that the activities of its personnel and the personnel of its sub-suppliers and subcontractors are covered by appropriate insurance policies pursuant to the Contract;
 - viii. be responsible to report to the Employer, within 24 hours of occurrence, any incident or accident resulting in personal injury or damage to any operations, premises, materials, assets, machinery, equipment or property relating to provision of the Works pursuant to the Contract;
 - ix. comply with the health and safety related provisions as specified under of GCC Clause 22.9.4 through SCC;
 - x. be responsible for establishment of preventive and emergency preparedness and response measures to avoid, and where avoidance is not possible, to minimize, adverse impacts and risks of the construction site work to the health and safety of local communities;
 - xi. within 28 days of the Effective Date, shall submit a detailed site specific Health and Safety Management Plan(HSMP), based on the Environmental Health and Safety Management Plan submitted in the technical proposal, for the Project Manager 's no objection showing how he/she intends to comply with the local Health and Safety laws and regulations and other specific requirements prescribed in the Contract, taking into account the Supplementary Information, if any, mentioned in Section - Employer's Requirements;
 - xii. where unanticipated health and safety hazards or risks become apparent during the Contract, be required to update the site specific HSMP to outline the potential impacts to site works and associated mitigation measures for the Project Manager's no objection;

- xiii. comply with the approved site specific HSMP and any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time ;
- xiv. in particular, be required to provide all personnel on site including Employer's Personnel and visitors with personal protective equipment, including protection for feet (safety boots), head, eyes, ears (safety helmets) and hands, etc., in accordance with the Contractor's site specific HSMP;
- xv. ensure that his Subcontractors comply with the site specific HSMP and provide all such necessary equipment to their personnel;
- xvi. bear the costs to ensure that such measures, requirements and actions are carried out;
- xvii. shall submit semi-annual reports on the compliance of such measures to the Employer;
- xviii. in the event of a significant injury involving medical treatment or hospitalization and fatal accident, shall notify the Project Manager immediately by verbal communication and submit a formal report as soon as practicable after its occurrence, and for all accidents, whether fatal or not, shall also notify the appropriate local authorities in accordance with the applicable laws in India; and
- xix. be responsible for providing, erecting, and maintaining all safety signs, necessary for the safety of those working in or passing the Project Site, at his own cost and in accordance with the governing laws as per GCC sub clause 5.1; the following signs shall be installed: (a) Standard Road Signs (b) Danger Signs (c) Control Signs (d) Safety Signs (e) Location indication Signs and the size, colour, lettering and location of all signs shall be subject to the acceptance by the Project Manager

22.2.17 The Contractor

- i. shall submit to the Project Manager, as and when required by him, the Employees' Provident Fund code number from the concerned authorities and will not engage any Subcontractor who does not possess Employees' Provident Fund code number;
- ii. shall employ labour in sufficient numbers to maintain the envisaged rate of progress and quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Employer;
- iii. in respect of labour employed by him, shall strictly comply with the laws as may be applicable in the State of Arunachal Pradesh;
- iv. must deploy certified workers to the extent of 25% (twenty five percent) of total worker's strength. Valid certificates issued by a recognized universities, technical Board, or Ministry of Government of India would only be taken cognizance of; and
- v. will take necessary measures in regard to labour deployment and other aspects, taking into consideration soil / hard rock strata encountered while tunneling.

22.9 Environment and Social

22.9.5

- a. The Contractor shall be fully responsible for compliance with Environmental & Social requirements as per the Employer's Requirements, with respect to the Facilities and Contractor's personnel, and sub-suppliers or subcontractors (In the event of any conflict between provisions mentioned in Employer's Requirements and the provisions in Conditions of Contract, the provisions mentioned in Employer's Requirements shall prevail).
- b. The Contractor shall comply with the PIDG HSES Policy¹ and in connection with the provision of the Facilities/ Works under this Contract shall at a minimum be compliant with and undertaken in accordance with the following:
 - i. the International Finance Corporation (IFC) Performance Standards on Environmental and Social Sustainability 2012 (including the related IFC Environmental, Health and Safety (EHS) General Guidelines and any other relevant IFC sector-specific guidelines) and any such updates to the same by IFC (together known as the "IFC Performance Standards");
 - ii. all applicable laws; and
 - iii. the Contract Terms and Conditions.
- c. The Contractor shall be fully responsible for compliance with all relevant environmental protection and social safeguards regulations and standards with respect to provision of the Works and with respect to the Contractor's personnel, subcontractors and sub-suppliers pursuant to the Contract.
- d. The Contractor shall,
 - i. ensure implementation of appropriate social safeguards standards and practices for all personnel involved in provision of the Works;
 - ii. comply with all applicable national, provincial, and local environmental laws and regulations and all reasonable requests of the national and local authorities responsible for enforcing environmental controls;
 - iii. within 28 days of the Effective Date, shall submit a detailed site specific Environmental Management Plan, based on the Environmental Health and Safety Management Plan submitted in the technical proposal, for the Project Manager's no objection showing how the Contractor intends to comply with environmental laws and regulations and other specific requirements prescribed in the Contract, addressing all the monitoring

¹ <https://www.pidg.org/wp-content/uploads/2020/03/HSES-001-001-PIDG-HSES-Policies-2020.pdf>

and mitigation measures including those, if any, mentioned in Section 6-Employer's Requirements;

- iv. (a) establish an operational system for managing environmental impacts, (b) comply with the approved site specific Environmental and Social Management Plan (EMP) and any corrective or preventative actions set out in safeguards monitoring reports that the Employer will prepare from time to time to monitor the implementation of the EMP, (c) allocate the budget required to ensure that such measures, requirements and actions are carried out, (d) submit semi-annual reports on the compliance of such measures to the Employer; and
- v. where unanticipated environmental risks or impacts become apparent during the Contract, be required to update the site specific EMP to outline the potential impacts to site works and associated mitigation measures for the Project Manager's approval.

e. Respectful Work Environment

The Contractor shall ensure that its employees and Subcontractors observe the highest ethical standards and refrain from any form of bullying, discrimination, misconduct, and harassment, including sexual harassment and shall, at all times, behave in a manner that creates an environment free of unethical behavior, bullying, misconduct, and harassment, including sexual harassment. The Contractor shall take appropriate action against any employees or Subcontractors, including suspension or termination of employment or subcontract, if any form of unethical or inappropriate behavior is identified.

The Contractor shall conduct training programs for its employees and Subcontractors to raise awareness on and prevent any form of bullying, discrimination, misconduct, and harassment including sexual harassment, and to promote a respectful work environment. The Contractor shall keep an up to date record of its employees and subcontractors who have attended and completed such training programs and provide such records to the Employer or the Engineer at their first written request.

22.10 The following additional provisions, shall also be applicable:

- a. The Contractor shall build storages for storing his Plant, materials including Contractor's Equipment etc. and also build site offices, labor sheds, staff accommodation etc. for self. The Contract Price is deemed to include for providing these and other required facilities as per the instructions of the Project Manager.
- b. During the course of execution of the Works, the Contractor shall submit, 6 (six) weeks in advance of the start of activity, to the Project Manager, in duplicate, for his information the updated method statements for execution of all-important items of work, during excavation phase, concreting phase, grouting phase as well as erection/ installation

phase. These method statements shall on one hand be consistent with the construction drawings and Technical Specifications and on the other hand take into account all the applicable Site conditions. These method statements shall include the need of specialized inputs required for successful execution of the particular structure.

23. Quality Assurance, Test and Inspection

23.3 The Contractor shall give at least 28 days advance notice to the Project Manager regarding his readiness and intention to carry out the tests and/ or inspection. The Project Manager shall give the Contractor at least 24 hours advance notice of his intention to attend the tests and/ or inspection.

25. Commissioning and Operational Acceptance

25.2.1 Successful completion of Commissioning Tests and Field Efficiency Test of the Facilities is the requirement precedent to taking over of the facility.

27. Defect Liability

27.8 Upon correction of the defects in the Plant, Materials or Works or any part thereof by repair/replacement, such repair/replacement shall have the Defect Liability Period extended by a period mentioned in GCC Sub-Clause 27.2 from the time such replacement/repair of the Works or any part thereof, but subject to cumulative Defect Liability Period including extended period not exceeding 5 (five) Years.

27.10 Not Applicable

30. Limitation of Liability

30.1 (b) The multiplier of the Contract Price is: 100% of the Contract Price.

32. Care of Facilities

32.5 The Contractor and Project Manager shall maintain a registered (to be called **Risk Register**) at Site and shall be responsible for the identification of risk/(s) and bring it to the notice of Project Manager or Contractor, as the case may be, promptly with appropriate contingency planning strategy by recording it duly in the Risk Register. The Risk Register shall be regarded as a prompt communication tool between the Contractor and the Project Manager. The Employer/ Project Manager and the Contractor shall respond to every risk event brought to their notice by other the Party by recording steps to be taken by the respective Party in mitigating that risk in the Risk Register. A copy of all issues entered in the Risk Register shall be retained by the Project Manager or Contractor, as the case may be. For the risks exclusively allocated to the Employer, the Risk Register shall be maintained by the Project Manager whereas for all other risks, the Risk Register shall be maintained by the Contractor.

34. Insurance

34.12 The insurance shall cover amount sufficient to safeguard the interest of Employer, which frees Employer of any liability.

34.14 The insurance shall be for not be less than amount sufficient to safeguard the interest of Employer, which frees Employer of any liability.