



Visakha Container Terminal Pvt. Ltd.

RFQ for Civil AMC Works

We are pleased to invite you to submit your most competitive quotation for the **Civil AMC Works** at our sites as per the below details.

1. Owner **Visakha Container Terminal Pvt. Ltd.**
Godrej Coliseum, Office No. 801, 8th Floor, C-Wing, behind Everard Nagar, Off Somaiya Hospital Road, Sion (East) Mumbai - 400 022.
2. Site/s
 - a) **Visakha Container Terminal**,
Opp Town Hall, Beach Road
Visakhapatnam-530001.
 - b) **VCT- Container Freight Station**,
IBP Road, Adjacent to BPCL
EXIM Park, Visakhapatnam - 530014.
3. Scope of work CIVIL AMC Works as per the BOQ herein below.
4. Period of Contract Initial contract period will be **12 Months** and likely to extend one more year on mutually agreed terms.
5. Form of Contract **Rate Contract**
6. Technical Queries Bidders may submit their technical queries by email to sreenubabu.d@vctpl.com or can contact over phone M. Sreenu Babu AGM-Civil @ **9866223293**
7. Receipt of Quotation The Quotation should be submitted in **sealed cover** and addressed to:

U V Narasimha Kumar
GM – Procurement & Stores
Visakha Container Terminal
Opp. To Town Hall, Beach road,
Visakhapatnam, AP, 530001
Contact No.: 0891-2877080/9866230748
Email id: narasimhakumar.uppala@vctpl.com
8. Validity of Quotation **3 months** from date of submission.

Sealed quotations should reach us latest by 20th July 2020 at 1500hrs.

BOQ for Civil AMC Works

Sl. No	Description	Scope of work	UOM	Rate/unit (INR)
	Yard Maintenance Civil EYRDMN34		UOM	Rate/unit (INR)
1	Excavation	Earth work in excavation over areas in all kinds of soil by Mechanical / manual means for foundations / basements /footings/ tanks , etc. including dressing of sides, base and disposing surplus earth as directed by Engineer-in-charge or stacking at site including preservation of top 300mm thick soil layer etc. Also including back filling of same material after completion of footing/basement work with same soil where ever is necessary and surplus material to be disposed to out side of VCTPL. complete per instruction of Engineer in-Charge	Cum	
2	Filling	Filling the approved good quality earth (Preferably gravel) in plinths, area development etc. wherever specified in layers of not exceeding 200 mm thick including breaking clods, watering, compacting each layer with vibratory compactor and at inaccessible places with wooden/steel rammers to achieve 90 to 95% proctor density at optimum moisture content, all leads and lifts, bailing/ pumping out of water to keep site dry while backfilling; cost shall include conveyance of all materials, labour, machinery etc. complete as directed.		
	2.1	With excavated earth stored at terminal premises	Cum	
	2.2	With approved gravel brought from outside.	Cum	
	2.3	With approved debris brought from outside.	Cum	
	2.4	With approved RR stone brought from outside.	Cum	

3		WMM	Providing, laying, spreading and compacting graded stone aggregate of size 75 micron-20 mm from approved Quarry to Wet Mix Macadam (WMM) of 2 layers (125 mm compacted thickness of each layer) laying of WMM by (grader or paver) specification with water to OMC in mechanical mix, carriage of mixed material by tipper to site, laying in uniform layers in base course on a well prepared under base and compacting with power vibratory roller to achieve the desired density including testing (one set for 1500 Sqm) wherever necessary etc.... complete as per Ref. clause No 406 of MORT&H -(Fifth Revision) and as per the direction of engineer-in-charge. -	Cum	
4		Chipping	Concrete chipping in all kinds of RCC / PCC / RR / Stone , etc... by Chipping machine / compressor breaker in Dismantling of Buildings / foundations/basements/footings/tanks/reservoirs, etc. including dressing of sides and disposing the same out side terminal as directed by Engineer-in-charge		
	4.1		Up to 1 cum . It is applicable only for individual tasks / small works at the particular single area. And it is not applicable to continuation of work and group of works at the same location. As directed by Engineer-in-charge	Cum	
	4.2		1cum and above	Cum	
	4.3		Brick work / plastered surface , etc... by Chipping machine / compressor breaker in Dismantling of Buildings/foundations/basements/footings/ tanks/walls, etc. including dressing of sides and disposing the same out side terminal as directed by Engineer-in-charge	Cum	
5	Paving work of Blocks Size 200x100x80mm				
	5.1		Providing & laying heavy duty precast concrete paving blocks of 80 mm thick on compacted sand bed of nominal thickness 50mm, filling the joints with joining sand layer. The rate shall include all materials, labour, royalties, taxes, cutting of blocks for edges by mechanical means, specially prepared edge blocks/ edge concreting with M40 grade at corner etc. And surface to be compacted with 5-7 ton capacity earth rammer complete as directed by Engineer-in-Charge. (Laying rate will be deducted if only material supplied). Minimum order qty will be 1000	Sqm	

	5.2		Undulation rectification: Removing and replacing of existing pavers Size - (200 x100x80) by filling /removing of sand bed to required level. Finish with corner blocks at ends and edge concreting with M30 grade at corner. The top surface need to be grouted with river sand and surface to be compacted with 5-7 ton capacity earth rammer. Rate includes man power, machinery ,tools and site conditions.		
	5.2.1		Up to 25sqm. It is applicable only for individual tasks / small works at the particular single area. And it is not applicable to continuation of work and group of works at the same location. As directed by Engineer-in-charge	Sqm	
	5.2.2		25sqm and above	Sqm	
	5.2.3		Removing of existing paver blocks and stacking at designated location not more than 1.5km	Sqm	
6	Paving work of Blocks Size 400x200x200mm				
	6.1		Providing & laying heavy duty precast concrete paving blocks of 200 mm thick on compacted sand bed of nominal thickness 50mm, filling the joints with joining sand layer. The rate shall include all materials, labour, royalties, taxes, cutting of blocks for edges by mechanical means, specially prepared edge blocks/ edge concreting with M30 grade at corner etc. And surface to be compacted with 5-7 ton capacity earth rammer complete as directed by Engineer-in-Charge.	Sqm	
	6.2		Removing and replacing of existing pavers Size -(400x200x200 mm) by filling /removing of sand bed to required level. Finish with corner blocks at ends and edge concreting with M30 grade at corner. The top surface need to be grouted with river sand and surface to be compacted with 5-7 ton capacity earth rammer. Rate includes man ,tools and site conditions.		
	6.2.1		Up to 10sqm.It is applicable only for individual tasks / small works at the particular single area. And it is not applicable to continuation of work and group of works at the same location. As directed by Engineer-in-charge	Sqm	
	6.2.2		10sqm and above	Sqm	
	6.2.3		Removing of existing paver blocks and stacking at designated location not more than 1.5km	Sqm	

7		Sand Grouting	Supply and laying of fine sand bed over the paver blocks of any size which are washed out .surface to be compacted with 5-7 ton capacity earth rammer. Rate includes man ,tools and site conditions.	Sqm	
8		CONCRETE WORKS			
	8.1		Providing and laying P.C.C -(M10) of specified thickness wherever specified including base preparation, Compaction, levelling, all leads and lifts, curing and shuttering if necessary etc., Complete as directed by Engineer in charge.	Cum	
	8.2		I.P.S Screeding M20 cement concrete (80-100 mm) thick flooring with 1:1.5:3 (1 cement : 3 stone aggregate 6 to 12 mm nominal size) with neat finishing on top surface, if required chicken mesh and 20mm mortar finishing is also to be carried in same thickness to the complete satisfaction of the Engineer-in-Charge. It is also applicable for precast slabs up to 100mm thick. Reinforcement cost will give separately .		
	8.2.1		Up to 2sqm.It is applicable only for individual tasks / small works at the particular single area. And it is not applicable to continuation of work and group of works at the same location. As directed by Engineer-in-charge	Sqm	
	8.2.2		2Sqm and above	Sqm	
	8.3		REINFORCED CEMENT CONCRETE (M30) with out shuttering Providing and laying in position ready mixed concrete (R.M.C.) manufactured in fully automatic batching plant / Cast-in-situ Concrete(Nominal mix) as per I.S code and transported to site of work in transit mixer having continuous agitated mixer, for all Underground Water Tanks & Chambers and shall include pipe sleeves, puddle flanges/inserts, rungs, steel inserts and providing water bars at joints along with necessary grouting, if needed. manufactured as per mix design of specified grade for reinforced cement concrete work including pumping of R.M.C. to site of laying, excluding the cost of reinforcement but including cost of and admixtures in recommended proportions as per IS:9103 to accelerate / retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge. This rate shall be inclusive of any type of wastages. The measurement of concrete quantity will be as per the dimension's of the structural elements mentioned in the structural drawings. Rate to include all scaffolding/ staging, etc.		

	8.3.1		Up to 1cum .It is applicable only for individual tasks / small works at the particular single area. And it is not applicable to continuation of work and group of works at the same location. As directed by Engineer-in-charge	Cum	
	8.3.2		1 cum and above	Cum	
	8.4		REINFORCED CEMENT CONCRETE (M30) with shuttering Providing Precast Concrete Manhole Covers ,Drain covers, other pre cast segments with structural frame / wooden frame of Standard make, including all royalties, transportation, storage, labour & taxes, etc. and fixing the same at specified location in structure as per drawings, true to specified levels and in conformance with surrounding structure/surface, all complete as directed by Engineer-in-charge. Rate to include all formwork and shuttering, centering, staging, etc.		
	8.4.1		Up to 1cum .It is applicable only for individual tasks / small works at the particular single area. And it is not applicable to continuation of work and group of works at the same location. As directed by Engineer-in-charge	Cum	
	8.4.2		1 cum and above	Cum	
	8.5		Quick setting and High early compressive strength Special concrete - (GEOKRETE CR/PR) cementitious, rapid setting, semi levelling structural repair mortar for repair up to 20mm depth. Highly durable than Epoxies as the co-efficient of thermal expansion matches to concrete.to be plastered on top of RTG Beams , drain covers, or traffic area of mix: as per the manufacture specification , Geokrete cement will be provided by VCTPL and remaining material is in contractor scope and as directed by engineer in charge	Sqm	
	8.6		REINFORCED CEMENT CONCRETE (M20) with /with out shuttering Providing Precast Concrete Manhole Covers ,jersey barriers, other pre cast segments with structural frame / wooden frame of Standard make, including all royalties, transportation, storage, labour & taxes, etc. and fixing the same at specified location in structure as per drawings, true to specified levels and in conformance with surrounding structure/surface, all complete as directed by Engineer-in-charge. Rate to include all formwork and shuttering, centering, staging, etc.		
	8.6.1		Up to 1cum .It is applicable only for individual tasks / small works at the particular single area. And it is not applicable to continuation of work and group of works at the same location. As directed by Engineer-in-charge	Cum	
	8.6.2		1 cum and above	Cum	

	8.7		REINFORCED CEMENT CONCRETE (M15) with /with out shuttering Providing Precast Concrete Manhole Covers ,jersey barriers, other segments with structural frame / wooden frame of Standard make, including all royalties, transportation, storage, labour & taxes, etc. and fixing the same at specified location in structure as per drawings, true to specified levels and in conformance with surrounding structure/surface, all complete as directed by Engineer-in-charge. Rate to include all formwork and shuttering, centering, staging, etc.	Cum	
9	9.1	REINFORCEMENT WORKS	HYSD - TMT : Providing, fabricating and installing reinforcement steel of high yield strength ribbed bars or Thermo-Mechanically Treated bars of various diameters conforming to IS 1786 for reinforced cement concrete work. The work includes de coiling, cutting, hooking, bending, cranking, fabricating to required shape, placing in position according to drawings, tying the system with soft drawn annealed binding wire of diameter not less than 1.00mm with 2 strands etc. complete all as per specification at all heights . Cost to include supply and providing PVC/PCC cover blocks for main reinforcement to ensure specified cover. Actual length of Laps, chairs and Spacer rods to be measured and paid. (Binding wire will not be measured for payment).	Ton	
	9.2		M.S Structural steel : Supplying and providing structural steel , fabrication, hoisting and erecting in position steel works comprising of trusses, lattice girders, brackets, columns, bracing and other connected steel work with necessary joists, channels, angles, I-Sections, plates, gusset plates, rivets, bolts, nuts, washers, spring/taper washers, sag rods, Z-purlins/Other Cold formed sections, tubes, rectangular and square hollow sections as per the design subject to engineers approval as shown in drawings including cutting, welding, painting two coats of specified enamel /epoxy paint over one coat of Zinc Chromate primer(before erection/ after erection). [Rate shall include preparation of fabrication drawings from supplied design drawings, all labour and materials, temporary staging, etc.]	Ton	
	9.3		M.S Structural steel : Modifications and replacing of existing structural steel , fabrication, hoisting and erecting in position - for all sections, tubes, rectangular and square hollow sections as per the design subject to engineers approval as shown in drawings including cutting, welding, painting two coats of specified enamel /epoxy paint over one coat of Zinc Chromate primer(before erection/ after erection). [Rate shall include preparation of fabrication drawings from supplied design drawings, all labour and materials, temporary staging, etc.]	Ton	

	9.4		GI : Supplying and providing GI steel , fabrication, hoisting and erecting in position steel works comprising of trusses, lattice girders, brackets, columns, bracing and other connected steel work with necessary joists, channels, angles, I-Sections, plates, gusset plates, rivets, bolts, nuts, washers, spring/taper washers, sag rods, Z-purlins/Other Cold formed sections, tubes, rectangular and square hollow sections as per the design subject to engineers approval as shown in drawings including cutting, welding, painting two coats of specified enamel /epoxy paint over one coat of Zinc Chromate primer(before erection/ after erection). [Rate shall include preparation of fabrication drawings from supplied design drawings, all labour and materials, temporary staging, etc.]	Ton	
10		Repair of Nosing Angle	Removal of damaged nosing angle by chipping and provision of new nosing angle (75 x 75 x 8 mm) with proper anchorage with Lugs Z shape - welding of 8 mm rod and grouting with concrete (M30) of minimum 300mmx100mm thick on jetty or other specified corner areas (Not for Drain covers) complete per instruction of Engineer in-Charge	Rmt	
11		Re fixing of sign Boards	Removal of identified board of single pole by chipping and Placing the same new location by excavation or chipping on ground surface with a minimum depth of 500mm and concreting the pole with 400 x 400 x 500mm pedestal. complete per instruction of Engineer in-Charge. Excavation and PCC filling will be paid according to measurement for every additional pole of that board	Nos	
12	12.1	Diamond cutting of concrete	Cutting of existing concrete surface by grove / other cutting machine of 50 to 100mm depth. Addition depth other than the scope will be considered additional measurement according to site condition	Rmt	
	12.2	Expansion joint maintenance	Repairing of contraction/ expansion, construction & longitudinal joints and cracks (10 mm wide x 50 mm deep) in existing brushed concrete paving by groove cutting machine, providing and filling joints with polysulphide sealants of thermoplastic or thermosetting in nature with match to the existing surface finish complete all.	Rmt	
13		CORE CUTTING	Drilling or Core cutting horizontal & vertical or inclined holes in reinforced cement concrete and / or hard rock of following sizes from (50 - 100mm) for a depth / length (300mm maximum) at all levels and locations complete per instruction of Engineer in-Charge. Rate including necessary staging	Nos	

14		Anchor fastener with lockset material	Providing and fixing Anchor fastener (10mm to 25mm) dia GI Studs over RCC Surface Quoted rate shall include the cost of drilling, grouting by lockset chemical or HVU capsule with HAS-E rod of M16 5.8 grade at 125mm to 150mm embedded depth inside the concrete. scaffolding, make up work to the columns, covering of existing floor during working to avoid any damage. Complete per instruction of Engineer in-Charge	Nos	
15		Chemical Anchor fastener with Hilti material	Providing and fixing Chemical Anchor fastener Chemical Anchor fastener over RCC surface . By Hilti RE -500 chemical with Hilti SS stud embedded depth inside the concrete. Quoted rate shall include the cost of drilling, scaffolding, make up work to the columns, covering of existing floor during working to avoid any damage. Complete per instruction of Engineer in-Charge		
	15.1		Up to 16mm dia	Nos	
	15.2		20mm and above dia	Nos	
16		Barbed wire laying (For a single line)	Providing and fixing of Barbwire fencing (8 gauge; 2 ply; 4 spikes; 120 microns) and upon 3.5m height wall with existing angle iron 'Y' shaped and for a single horizontal reinforced barbed wire, stud tied with G.I. staples and G.I. clips to retain horizontal, including necessary bolts or G.I. barbed wire tied to angle iron, all complete as per direction of Engineer-in-charge, with reinforced barbed tape Spring core (2.5mm thick) wire of high tensile strength with tape -Rate includes tools, manpower, machinery and necessary pep and all other incidental charges etc.; complete as per as directed by site in charge	Rmt	
17		Concertina coil	Providing and fixing of concertina coil fencing with punched tape concertina coil 600 mm dia , having 50 nos rounds per 6 metre length, upon 3 m height wall with existing angle iron 'Y' shaped , stud tied with G.I. staples and G.I. clips to retain horizontal, including necessary bolts or , all complete as per direction of Engineer-in-charge.	Rmt	
18		Ballast filling(40mm HBG metal)	Supply and Filling 40 mm to 60mm HBG metal in yard internal drains or other locations . rate includes tools, manpower, machinery and necessary pep and all other incidental charges etc.; complete as per as directed by site in charge	Cum	

19	19.1	Drain cleaning	Removal of existing metal and soil from yard internal drains, cleaning of metal using blower; refilling of cleaned metal after removal of soil debris / additional metal 40 mm required is to be filled from civil material stacking yard. it includes , manpower, tools and necessary PPE. complete as per as directed by site in charge(40 HBG mm metal is supplied by vctpl).Cleaning of pipes will be considered as item 19b	Rmt	
	19.2		Removal of existing soil from yard internal drains, pipes and to be disposed to the out side of VCTPL.it includes , manpower, tools and necessary PPE. complete as per as directed by site in charge(Small Internal drains).Cleaning of pipes is not considered in measurement	Rmt	
20		Hire Charges	Providing of External truck with hydraulic lifting trolley having minim 2-3 units capacity ,complete with necessary fitting along with Driver and 4 male workers for 8 hrs Shift for dumping of any debris material to VCTPL /CFS out side premises. All on road permits and statutory requirements of works and equipment will be on contractor scope and works as per VCTPL Norms.	Per Day	
Repair & Maintenance - Buildings works ERMBLD27					
21		Brick work	Providing and constructing brick masonry with locally available approved quality Red / fly ash bricks having minimum crushing strength 70 Kg/Sq.cm and water absorption maximum 10% in cement sand mortar CM 1:6 (1 cement : 6 Sand) mixed with approved non-shrinking compound as per manufacturer's instruction in specified courses of approved bond and including raking out joints, curing, doing independent double legged scaffolding, all complete as per specifications etc. at all heights, depths and leads, dewatering area where required complete as per specifications etc. all complete per instruction of Engineer in-Charge to his entire satisfaction.		
	21.1		Up to 1cum .It is applicable only for individual tasks / small works at the particular single area. And it is not applicable to continuation of work and group of works at the same location. As directed by Engineer-in-charge	Cum	
	21.2		1 cum and above	Cum	

22		RR masonry	Providing and constructing RR masonry with locally available approved quality RR in cement sand mortar CM 1:6 (1 cement : 6 Sand) mixed with approved non-shrinking compound as per manufacturer's instruction in specified courses of approved bond and including raking out joints, curing, doing independent double legged scaffolding, all complete as per specifications etc. at all heights, depths and leads, dewatering area where required complete as per specifications etc. all complete per instruction of Engineer in-Charge to his entire satisfaction.	Cum	
23		Plastering	Providing and applying 12mm to 20mm thick plaster in cement mortar mix ratio CM 1:4 (1 cement : 4 sand), to internal surfaces of concrete and masonry work; including raking out joints, hacking concrete surfaces and applying approved chemical bonding agent (If required) and applying a scratch coat over concrete surfaces by bonding as standard practice , also providing and fixing 20 gauge GI chicken mesh @ 150 mm wide to junctions of concrete and masonry, preparing jamps, sills, grooves, bands, rounding of corners, etc. all complete as per architectural drawings, specifications and finished smooth with wooden rundha etc. at all leads, depth and lifts, doing independent double-legged scaffolding, cleaning of surfaces, curing, etc. complete as per specification and to the approval of Engineer in-Charge to his entire satisfaction.		
	23.1		Up to 2sqm. It is applicable only for individual tasks / small works at the particular single area. And it is not applicable to continuation of work and group of works at the same location. As directed by Engineer-in-charge	Sqm	
	23.2		2Sqm and above	Sqm	
24	24.1	Painting - External/ internal	Providing and applying Acrylic / Royal emulsion paint (internal) & weather guard (External) of approved make and colour conforming to VCTPL Requirement in Textured and plain surface with two coats (surface and finish acceptable to the VCTPL must be achieved by the contractor and any additional coats if required shall be at the cost of the contractor); including preparing surfaces, filling up with white cement based putty, binder; Cracks filling ,cleaning and making the surface dust-free, applying a sealer or primer coat of paint as recommended by approved paint manufacturer, applying two coats of paint (of approved make and shade), required scaffolding, cleaning and protecting till the handing over of site to the employer all complete to entire satisfaction of Engineer in-Charge. 50% of quantity only will be paid for single coat with 1coat of primer of paint.	Sqm	

	24.2		<p>Providing and applying Enamel / Satin enamel paint of approved make and colour conforming to VCTPL Requirement in Textured and plain surface with two coats (surface and finish acceptable to the VCTPL must be achieved by the contractor and any additional coats if required shall be at the cost of the contractor; including preparing surfaces, filling up with metal based putty, binder; Cracks filling ,cleaning and making the surface dust-free, applying a sealer or primer coat of paint as recommended by approved paint manufacturer, applying two coats of paint (of approved make and shade), required scaffolding, cleaning and protecting till the handing over of site to the employer all complete to entire satisfaction of Engineer in-Charge.50% of quantity only will be paid for single coat with 1 coat of primer of paint.</p>	Sqm	
	24.3		<p>Providing and applying enamel paint of approved make and colour conforming to VCTPL Requirement only at wire / weld mesh surface with two coats (surface and finish acceptable to the VCTPL must be achieved by the contractor and any additional coats if required shall be at the cost of the contractor); including preparing surfaces, filling up with white cement based putty, binder; Cracks filling ,cleaning and making the surface dust-free, applying a sealer or primer coat of paint as recommended by approved paint manufacturer, applying two coats of paint (of approved make and shade), required scaffolding, cleaning and protecting till the handing over of site to the employer all complete to entire satisfaction of Engineer in-Charge.</p>	Sqm	
	24.4		<p>Providing and applying Rubber paint of approved make and colour conforming to VCTPL Requirement in Textured and plain surface with two coats (surface and finish acceptable to the VCTPL must be achieved by the contractor and any additional coats if required shall be at the cost of the contractor); including preparing surfaces, filling up with white cement based putty, binder; Cracks filling ,cleaning and making the surface dust-free, applying a sealer or primer coat of paint as recommended by approved paint manufacturer, applying two coats of paint (of approved make and shade), required scaffolding, cleaning and protecting till the handing over of site to the employer , all complete to entire satisfaction of Engineer in-Charge.</p>	Sqm	
	24.5		<p>Providing and applying 2 coats of white wall care putty of approved make and to VCTPL Requirement over one coat of primer. necessary papering work to be done and surface and finish acceptable to the VCTPL must be achieved by the contractor and any additional coats if required shall be at the cost of the contractor</p>	Sqm	

	24.6		Providing and applying Epoxy paint of approved make and colour conforming to VCTPL Requirement in Textured and plain surface with brush or spray of two coats (surface and finish acceptable to the VCTPL must be achieved by the contractor and any additional coats if required shall be at the cost of the contractor; including preparing surfaces, filling up with metal based putty, binder; Cracks filling ,cleaning and making the surface dust-free, applying a sealer or primer coat of paint as recommended by approved paint manufacturer, applying two coats of paint (of approved make and shade), required scaffolding, cleaning and protecting till the handing over of site to the employer all complete to entire satisfaction of Engineer in-Charge.50% of quantity only will be paid for single coat with 1 coat of primer of paint.	Sqm	
25	25.1	Tiles	Providing and laying polished porcelain (VITRIFIED FLOOR TILES of approved make) floor tiles in 10mm thick sizes with water absorptions less than 1% and flexural strength not less than 30N/mm ² , in all colours and shades, laid on 20 mm thick cement mortar 1:4 (1 cement : 4 coarse sand) including grouting the joints with white cement and matching pigments etc., complete		
	25.1.1		Up to 5sqm.It is applicable only for individual tasks / small works at the particular single area. And it is not applicable to continuation of work and group of works at the same location. As directed by Engineer-in-charge	Sqm	
	25.1.2		5sqm and above	Sqm	
	25.2		Parking Tiles of approved make: Providing and fixing the CC tiles of 25mm thickness on cement mortar bed at pedestrian path	Sqm	
	25.3		Providing and laying of ceramic anti skid floor tiles / wall with water absorptions less than 1% and in all colours and shades, laid on 40 mm thick cement mortar 1:5 (1 cement : 5 coarse sand) including grouting the joints with white cement and matching pigments etc., Complete as directed by Engineer in charge.	Sqm	

26	26.1	False ceiling	<p>Gypsum False Ceiling : Providing and fixing 12.5mm thick plain or coffered Gypsum False Ceiling manufactured by saint globin Gyproc Gypsum or equivalent approved on G.I. frame work, in G.I. vertical supports at every 450mm c/c and horizontal runners at every 900mm c/c in brass screws to proper line and level. Cost to be inclusive of making holes and required framing for fixing electrical fixtures, A.C. grills etc. Area of electrical fixtures will be paid full with ply on top of ceiling fixed to G.I. supports to receive spotlights including cutting hole etc., complete. G.I. metal frame to be of 22 gauge folded strip of 50mm width to be used. All complete as per VCTPL instructions and specifications. The grid of frame work to be supported at every 1500mm x 1500mm interval by MS Rod anchored to the slab to support the G.I. framework. All vertical G.I. framework to be anchored to the slab by means of anchor fasteners including all lighting troughs, coffers, cornices and all other related works. Item to include finishing with 2 cotes of putty and make - (saint gobains) .as per the direction of engineer-in-charge. –</p>	Sqm	
	26.2		<p>Water proof Fibre cement board False Ceiling / panelling : Providing and fixing 12.5mm thick plain or coffered Fibre cement board manufactured by Everest Gypsum or equivalent approved on G.I. frame work, in G.I. vertical supports at every 450mm c/c and horizontal runners at every 900mm c/c in brass screws to proper line and level</p>	Sqm	
	26.3		<p>ACP sheet : Providing and fixing of ACP sheet of 4mm thick with approved colour sheets. equivalent approved on G.I. frame work, in G.I. vertical supports at every 450mm c/c and horizontal runners at every 900mm c/c in brass screws to proper line and level. Cost to be inclusive of making holes and required framing for fixing electrical fixtures, A.C. grills etc. Area of electrical fixtures will be paid full with ply on top of ceiling fixed to G.I. supports to receive spotlights including cutting hole etc., The sheets should be fixed with the screws with seal fastening . The contract or will submit the manufacture test certificate of each lot . The make of the sheets should be as approved Engineer in-Charge. Removing and deposal damaged material is contractor scope</p>	Sqm	
	26.4		<p>Supply and replacing of Armstrong roof tiles of 2feetx2feet,model no classic lite RH99BEV regular (W1893M) at where ever is necessary .Necessary adjustment in grid need to be done if required.</p>	Nos	

27	27.1	ROOF SHEETING	<p>TATA blue scope : Providing and fixing of roof sheet Curved / Plain - Corner sheet ,Ridge sheet - Approved colour roofing sheets. The galvalume sheets should be HI - RIB crimp curved with a combination of curves and contours, to be fixed with the hexagonal washers, head with seal fastening, corrosion protected zinc coating with colour heads or in stainless steel of HP make . The sheets should be of 0.50 mm total coated thickness and steel of 550 mpa. The contract or will submit the manufacture test certificate of each lot . Rate includes testing charges from engineer approved laboratory. The make of the sheets should be Bhushan steel, Asial colour coated, (Make - TATA / Jindal). complete to entire satisfaction of Engineer in-Charge.</p>	Sqm	
	27.2		<p>Local make (Kavya / Build teck or equivalent : Providing and fixing of roof sheet Curved / Plain - Corner sheet ,Ridge sheet - Approved colour roofing sheets. The galvalume sheets should be HI - RIB crimp curved with a combination of curves and contours, to be fixed with the hexagonal washers, head with seal fastening, corrosion protected zinc coating with colour heads or in stainless steel. The sheets should be of 0.50 mm total coated thickness and steel of 550 mpa. No additional cost if Transparent sheet is placed ,The contract or will submit the manufacture test certificate of each lot . Rate includes testing charges from engineer approved laboratory. The make of the sheets should be Bhushan steel, Asial colour coated, . complete to entire satisfaction of Engineer in-Charge.</p>	Sqm	
	27.3		<p>Transparent sheet : Providing and fixing of transparent roof sheet of poly carbonate Plain/crimped sheet Approved colour roofing sheets. The sheets should be HI - RIB crimp curved with a combination of curves and contours, to be fixed with the hexagonal washers, head with seal fastening, corrosion protected zinc coating with colour heads or in stainless steel. The contract or will submit the manufacture test certificate of each lot . Rate includes testing charges from engineer approved laboratory. The make of the sheets should be Bhushan steel, Asial colour coated, . complete to entire satisfaction of Engineer in-Charge.</p>	Sqm	
	27.4		<p>Removing and Refaxing of existing roof Sheets : Dismantling of exiting roof sheeting by cutting/opening hooks etc. stacking and disposing the released material to the designated place with all leads and lifts. Utmost care should be taken while dismantling to avoid any damage to false ceiling and other office furniture etc., fixed with the self driven screws (H.P Make), head with seal fastening, Rate includes Removing, shifting, sealant application of old holes , testing of leakages and straighten of bends etc..... charges complete to entire satisfaction of Engineer in-Charge.</p>	Sqm	

28		Water proofing Works	Providing and laying Tar felt over roofing complete including stacking with all serviceable material in all aspects as per manufacturer's specification. And as per as directed by site in charge	Sqm	
29	29.1	Roof sheeting maintenance works	The scope of work includes annual maintenance works over Roof sheets available at VCTPL. Which involves , repair works like replacement of Damaged sheet (if replaced the sheeting area will be as per above BOQ rate) , Fixing of removed or peeled of roof / wall sheet of sheds due to wind or any other. Cleaning of dust in gutters, etc. as per requirement and direction of the Engineer-in-charge.	Sqm	
	29.2		The scope of work includes annual maintenance works over Roof sheets available at VCTPL. Which involves - Rectification of leakages with silicon sealant applying to each point or 300mm length to the side of the sheet , as per requirement and direction of the Engineer-in-charge.	Nos	
30	30.1	Doors and windows maintenance works	The scope of work includes annual maintenance works on doors and windows (aluminium /wood) available at VCTPL Buildings. Which involves - tighten of screws ,lubrication of hinges ,beading / clip replacement if required, adjustment of door stoppers and floor springs, tower bolts etc...includes all minor tools and spares if any Damaged item is observed will be separately taken with the BOQ item rates.as per requirement and direction of the Engineer-in-charge. (periodical checks)	Nos	
	30.2	Aluminium partitions maintenance	The scope of work includes annual maintenance works on Aluminium / wood partitions (aluminium /wood) available at VCTPL Buildings. Which involves - tighten of screws ,lubrication of hinges ,beading / clip replacement if required, adjustment of door stoppers and floor springs, tower bolts etc...includes all minor tools and spares if any Damaged item is observed will be separately taken with the BOQ item rates.as per requirement and direction of the Engineer-in-charge. (periodical checks)	Sqm	
	30.3	Floor spring	Hydraulic Floor Spring supply & Replacing for Aluminium doors Make - (HARDWYN - for Aluminium)	Nos	
	30.4	Floor spring - OZONE make	Hydraulic Floor Spring Supply and Replacing for Glass doors Make - (OZONE - for Glass)	Nos	
	30.5	Door Closer	Hydraulic Door Closer (Silver) Make - (HARDWYN)(including fixing)	Nos	

31		Aluminium glazed door or window	<p>Providing and fixing Aluminium glazed door or window/fixed glazing with Deep Blue/black Powder coated aluminium section: minimum wall thickness of not less than 2mm with extruded built up section of approved make and weight ratio joints mitred adjoin with heavy duty aluminium pressure die cast cleats with fins to match the section of frames conforming to approved section and shutter conforming to approved sections and glazed with 6 mm thick glass fixed to shutter with AL snap beading and neoprene/PVC gaskets/CP brass/Stainless steel screws and fixed to the wall with requisite rawl plugs and screw or with fixing clips or with expansion hold fasteners including required filling up of gaps at junction,top, bottom, sides with PVC/Neoprene felt/Polysulphide sealant/silicon sealant, Al-anodisedshop front (Doors & fixed glazing) with frames at top & bottom and at two ends of INDAL or equivalent section (Jindal/Hindalco with section no.9205 of size101.5x44.45x3 with weight of 2.342 Kg/M or equivalent section. Necessary hinges, handles and locks are to be provided to the doors / windows. Additional cost will be paid according to AMC rates ,if any door closers or floor springs have placed to the new sections.</p>	Sqm	
32		Aluminium Partitions walls with particle board and with or with out glass	<p>Aluminium Partitions with extruded built up Frame sections with appropriate Z sections and Providing & fixing 12 mm thick pre laminated particle board flat pressed three layer or graded wood particle board conforming to IS: 12823 Grade I Type all, in panelling fixed in aluminium sections and partition frames with C.P. brass / stainless steel screws etc. and with 6mm thick glass / ACP sheet of approved colour to be placed if combination has specified for partition work. complete as per architectural drawings and directions of engineer-in-charge. Pre-laminated particle board with decorative lamination on one side and balancing lamination on other side , including necessary filling up the gaps at junctions, i.e. at top, bottom and sides with required EPDM rubber/ neoprene gasket etc. Aluminium sections shall be smooth, rust free, straight, mitred and jointed mechanically wherever required including cleat angle, Aluminium snap beading for glazing / panelling, C.P. brass /stainless steel screws, all complete as per architectural drawings and the directions of Engineer-in-charge.</p>	Sqm	
33		Glass or glass partition	<p>Providing , fixing & Erecting of glazed partitions with toughed glass of 12 mm thickness with stem beach Groove at the top and bottom. Gap filled with silicon (Transparent colour) surface duly polished , including additional material, if required. Job to include relevant etching on the glass matching the existing etching. as per requirement and direction of the Engineer-in-charge. Necessary fittings are contractor scope. Floor spring cost will be given according to AMC price if placed .</p>	Sqm	

34		Dry walls / Ceiling for porta cabins with Gypsum wall Board	Providing and fixing 12.5mm thick plain or coffered Gypsum wall Board manufactured by India Gypsum/ Gyprock or equivalent approved on G.I. frame work, in G.I. vertical supports at every 450mm c/c and horizontal runners at every 900mm c/c in brass screws to proper line and level. Cost to be inclusive of making holes and required framing for fixing electrical fixtures, A.C. grills etc. Area of electrical fixtures will be paid full with ply on top of ceiling fixed to G.I. supports to receive spotlights including cutting hole etc., complete. G.I. metal frame to be of 22 gauge folded strip of 50mm width to be used. All complete as per VCTPL instructions and specifications. The grid of frame work to be supported at every 1500mm x 1500mm interval by MS Rod anchored to the slab to support the G.I. framework. All vertical G.I. framework to be anchored to the slab by means of anchor fasteners including all lighting troughs, coffers, cornices and all other related works. Item to include finishing with plastic paint in approved shade, colour and make. as per the direction of engineer-in-charge. Removing and deposal damaged material is contractor scope	Sqm	
35		Water Supply pipes	Providing and fixing CPVC (Chlorinated Poly Vinyl Chloride) for Water Supply pipes with pipe as per CTS SDR 11 (operating pressure - 7 Bar @ 82 Deg C and 28 Bar @ 23 Deg C) for pipes from 1/2 Inch to 2 Inch. Pipes shall be joined using solvent welded CPVC fittings i.e. Tees, Elbows, Couplers, Unions, Reducers, brushings etc. including transition fittings (connection between CPVC & metal pipe/GI) i.e. Brass Adaptors (both Male & Female threaded) conforming to ASTM D-2846. ASTM F441 with only CPVC solvent cement conforming to ASTM F-493. All termination points for installation of faucets shall have brass termination fittings. VCTPL Staff Guidance. Cost shall be inclusive of (a)Making maximum of 7.5 x 7.5 cm chase in wall and floors for the pipe, making good the same by using 1:2 cement mortar over the wire mesh complete as required.		
			Pipes from 1/2 Inch to 1 Inch	Rmt	
			Pipes from 1 1/2 Inch to 2 Inch	Rmt	

36		G.I. pipes	Providing, fixing, jointing and testing in position the following heavy class (Class C) G.I. pipes (for pipes from 1/2 Inch to 2 Inch.) conforming to IS:1239 cut to required lengths including all necessary fittings (All fittings shall conform to IS:1879 - part 1 to 10) such as bends, tees, unions, reducers, flanges & plugs etc. Threading, jointing, and making proper connections. Cutting hole in wall / floor / slab and making good the same. Fixing/supporting the pipes & fittings at wall/ceiling level supported by galvanized clamps, by fastener, hangers etc., as per specification & exposed pipes to be provided with two coats of synthetic enamel paint over a coat of primer, including painting of legends with direction arrow.		
	36.1		Pipes from 1/2 Inch to 1 Inch	Rmt	
	36.2		Pipes from 1 1/2 Inch to 2 Inch	Rmt	
37		Fibre Glass Reinforced	Supply & application of Fibre Glass Reinforced Polyester FRP, with 2mm thick in required colour, with polyurethane material, all complete per instruction of Engineer in-Charge to his entire satisfaction. ? Required / not required to be decided	Sqm	
38	38.1	GI Chain Link Mesh fencing 100 mm x 100 mm x 5 mm	Providing & fixing in position, GI chain-link fencing (100 mm x 100 mm 5mm) , including supporting Steel hooks welded to the Posts above finished ground level . The rate shall include all materials, labour, fabrication and Painting of steel posts with enamel paint ,placing insert plate and fabricating on it with out additional cost , necessary fittings , complete as directed by Engineer-in-Charge.	Sqm	
	38.2		Providing & fixing in position, PVC coated chain-link fencing (50mm x 50 mm 16 gauge) , including supporting Steel hooks welded to the Posts above finished ground level . The rate shall include all materials, labour, fabrication and Painting of steel posts with enamel paint ,placing insert plate and fabricating on it with out additional cost , necessary fittings , complete as directed by Engineer-in-Charge.	Sqm	
39	39.1	Paver Blocks Size 200x100x100mm	At CFS : Providing & laying heavy duty precast concrete paving blocks of 100 mm thick on compacted sand bed of nominal thickness 50mm, filling the joints with joining sand layer. The rate shall include all materials, labour, royalties, taxes, cutting of blocks for edges by mechanical means, specially prepared edge blocks/ edge concreting with M30 grade at corner etc. And surface to be compacted with 5-7 ton capacity earth rammer complete as directed by Engineer-in-Charge.	Sqm	

	39.2		At CFS : Removing and replacing of existing pavers Size -(200 x100x100) by filling /removing of sand bed to required level. Finish with corner blocks at ends and edge concreting with M30 grade at corner. The top surface need to be grouted with river sand and surface to be compacted with 5-7 ton capacity earth rammer. Rate includes man power, mechnary ,tools and site conditions.	Sqm	
40		Yard Drain cleaning	At CFS : Removal of existing drain covers (Structural / RCC) and cleaning of soil, vegetal matter ,removal of soil debris and water washing if required. it includes , disposal out side ,required manpower, tools and equipment with all necessary PPE. complete as per as directed by site in charge. Removing and replacing of bolts also contractor scope. Damaged bolts replacing cost will be paid by VCTPL	Rmt	
41		Sewage - Pits /Chambers cleaning	Chamber cleaning by Removing of existing drain covers (Structural / RCC) and cleaning of soil, vegetal matter ,removal of soil debris / night soil and water washing if required.it includes - (STP) and disposal out side ,required manpower, tools and equipment with all necessary PPE. complete as per as directed by site in charge	Nos	
42		WELD MESH fencing 40 mm x 40mm x 5mm	At CFS : Providing & fixing in position, WELD MESH fencing 40 mm x 40mm x 5mm , including supporting Steel hooks welded to the Posts above finished ground level . The rate shall include all materials, labour, fabrication and Painting of steel posts with enamel paint ,placing insert plate and fabricating on it with out additional cost , necessary fittings , complete as directed by Engineer-in-Charge.	Sqm	
43	43.1	Anchor pits maintenance (old cranes)	Cleaning of soil, vegetal matter ,removal of water and cleaning with emery paper. Also used grease to be applied all the anchor pits includes required manpower, tools and equipment with all necessary PPE. complete as per as directed by site in charge. - 10 points per parking	parking	
	43.2	Anchor pits maintenance (New cranes)	Cleaning of soil, vegetal matter ,removal of water and cleaning with emery paper. Also used grease to be applied all the anchor pits includes required manpower, tools and equipment with all necessary PPE. complete as per as directed by site in charge - 18 points for parking	parking	

44		Rolling shutters maintenance	The scope of work includes annual maintenance works on rolling shutters available at VCTPL & VCT CFS Buildings. Which involves - tighten of screws ,lubrication of all guides, shaft and sprocket , adjustment /welding of shutter guides, shaft and bolts etc...includes all minor tools and spares if any Damaged item is observed will be separately taken with the BOQ item rates.as per requirement and direction of the Engineer-in-charge. (periodical checks).The maximum rolling shutter size is 4.00x4.00mtr	Nos	
45	45.1	Nursery net Supply & Fixing	Supply and Fixing of nursery net of approved make at mentioned locations with 14-16gauge GI wire. All the scaffolding and ladders for access are contractor scope	Sqm	
	45.2	Nursery netFixing	Fixing of nursery net at mentioned locations with 14-16gauge GI wire. Material will be supplied by VCTPL. All the scaffolding and ladders for access are contractor scope	Sqm	
46		Manpower supply	Supply of un-skilled manpower for works not covered under AMC	person	

Note: The above rates are exclusive of taxes, applicable GST will be paid extra.

TERMS & CONDITIONS

(FORMAT OF AGREEMENT)

This agreement (hereinafter referred as "Agreement / Contract") is executed at Visakhapatnam on this day _____ between:

Visakha Container Terminal Pvt. Ltd. a Company incorporated under Companies Act, 1956 and having its registered office at, Godrej Coliseum, Office No. 801, 8th Floor, C-Wing, Behind Everard Nagar, Off Somaiya Hospital Road, Near Priyadarshini, Sion (East), Mumbai – 400022 "hereinafter referred to as the "**VCTPL**" which expression shall unless repugnant to the context or meaning thereof shall mean and include its legal heirs and successors in business of the **FIRST PART**.

AND

M/s. _____, a _____ firm, having its registered office at _____, hereinafter called "**Contractor**" which expression shall unless the context does not so admit, includes its heirs, executors, administrators and assigns of the other part of the **OTHER PART**.

WHEREAS "Contractor" is engaged in the business of civil constructions and maintenance works.

AND WHEREAS VCTPL is operating a Container Site on BOT basis at Opposite Town Hall, Beach Road, Visakhapatnam - 530001 ("**Terminal**") and Container Freight Station in the Exim Park Area of Visakhapatnam Port Trust at Visakhapatnam ("**CFS**") **collectively referred to as "Site"** requires the services of Contractor for providing the Repair & Maintenance Civil works (hereinafter referred to as "**Work/s / Service/s**") on the terms and conditions stated below.

AND WHEREAS the "Contractor" has represented to VCTPL that it has the necessary expertise and skill to perform the Works / Services contemplated under this Agreement, more fully detailed under Annexure-1.

AND WHEREAS, relying on the representation of the Contractor, VCTPL desires to enter into an Agreement with the Contractor for providing Services for the Work/s described herein.

AND WHEREAS, VCTPL and Contractor shall individually be referred to as "the Party" and collectively as "the Parties" unless otherwise stated.

INTERPRETATIONS

It is clearly understood and agreed that the following principles shall apply, unless the context requires otherwise:

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) Where a word or phrase is given a particular meaning, other grammatical forms of that word or phrase have corresponding meanings.
- (d) If any day is appointed or specified by this Agreement for the payment of any money on Sunday or other official bank holiday, the day so appointed or specified shall be deemed to be the next day which is not in turn a weekly off day or a day so appointed as a holiday.

Now this Indenture Witnessed and is hereby agreed by and between the Parties as follows:-

1. TERM

This Agreement shall commence from the _____ **2020** and valid for a period of **one year** till _____ **2021**, may be renewed at the sole discretion of VCTPL terms, conditions and stipulations, mutually settled

2. MUTUAL REPRESENTATIONS & WARRANTIES

Both Parties to this Agreement represent and warrant to each other that each has the full power and authority to enter into this Agreement.

- a. It is a company duly organized, validly existing and in good standing under the laws of India, with full power and authority to execute, deliver and perform this Agreement.

b. This Agreement has been, when executed and delivered by such Party will be, duly authorized, executed and delivered by it and this Agreement constitutes, when executed and delivered by such Party, will constitute, the legal, valid and binding obligations of such Party enforceable in accordance with their respective terms.

c. Neither the execution, delivery or performance by such Party of this Agreement, nor compliance by such Party with the terms and provisions hereof and thereof, (i) conflicts with any Applicable Regulations or the organizational or constitutional documents of such Party or (ii) constitutes a default under, or result in the creation of a security interest over any of such Party's assets pursuant to the terms of any agreement, contract, arrangement or understanding to which it is a party or that is binding upon such Party or any of its assets.

d. Such Party has not taken any action, nor have any other steps been taken or legal proceedings been started or (to the best of such Party's knowledge and belief) threatened against it, for the winding-up, dissolution, administration or reorganization of such Party or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of it or of any or all of its assets or revenues.

e. No action, litigation, arbitration or administrative proceeding before any court or agency or Governmental Instrumentality has been initiated or (to the best of such Party's knowledge and belief) threatened, against such Party, which could in any way adversely affect its business.

3. RATES

a) Rate Quoted by Contractor are for complete/ finished items as per item description.

b) The unit rate will remain firm as given finally in this Agreement and BOQ till the completion of the Work/s. Contractor shall have no claim for rate revision whatsoever due to the reduction/ increase in the scope or for any other reason whatsoever.

4. TERMS OF PAYMENT

(i) The Invoice (Running Account (RA) / Final bill) in duplicate shall be submitted to the Engineer-In charge along with all supporting documents. Payment shall be released within **30 days** of Certification and submission of documents mentioned as below.

a) Measurement sheet for the Work/s completed at Site.

b) Material reconciliation statement if any.

c) Manufacturer test certificate if any.

(ii) The payments shall be made by VCTPL only against an appropriate tax invoice received from the Contractor.

(iii) Any invoice submitted 3 months after the date from when Services have been completed/ terminated under this Agreement shall not be considered for payment.

(iv) Any out of pocket or other expenses incurred by the Contractor which are required to be reimbursed by VCTPL in accordance with this Agreement shall be required pre-approval from VCTPL in writing prior to being incurred. Any expenses which are not supported by Original bill will not be reimbursed by VCTPL.

5. TAXATION

a) All payments shall be subject to deduction of Tax at source, work contract tax or any statutory deduction as per the prevailing Laws from time to time.

b) TDS/WCT certificate shall be issued for the amount so deducted.

6. SECURITY DEPOSIT /PERFORMANCE GUARANTEE

The Contractor shall deposit as interest free security deposit ("**Security Deposit**") for the satisfactory performance of this Agreement, a sum of **Rs. 1, 00,000/- (Rupees One Lakh only)** by pay order or DD in favour of Visakha Container Terminal Pvt. Ltd. or in lieu of the Security Deposit may furnish an unconditional and irrevocable bank guarantee worth Rs. 1, 00,000/- (Rupees One Lakh only) valid for the duration of the Agreement from a scheduled commercial bank, in a form and manner satisfactory to VCTPL on or subsequent to the date of execution of this Agreement.

a) VCTPL shall be entitled to appropriate the whole or any part of Security Deposit in the circumstance hereinafter provided without prejudice to any other remedy or right.

b) VCTPL shall be entitled to recover any loss or damage that VCTPL may suffer or sustain by reason of failure of the Contractor to observe and in performance of the terms and condition of this Agreement from the amount of Security Deposit, and in the event of any balance remaining due to VCTPL, the Contractor shall forthwith pay the same to VCTPL. In the event of such deduction being made from the Security Deposit the Contractor shall at once make good the deficiency in the amount of the Security Deposit within seven days of the date of demand to this effect, failing which VCTPL shall be entitled to deduct the same from the amount due to the Contractor.

c) The Contractor referred to above shall be forfeited by VCTPL in the event of any breach on the part of the Contractor of any of terms and condition of this Agreement, without prejudice to VCTPL's right to rescind the Agreement and other rights and remedies warranted by law.

d) The Security Deposit shall, subject to any deduction that may be made therefrom by VCTPL, be returned to the Contractor after termination of this Agreement and on issuance of "NO DUES CERTIFICATE" by Engineering Dept (civil) of VCTPL. The said Security Deposit shall remain with VCTPL without interest. The Contractor shall not be entitled to claim interest on such Security Deposit even on account of delay on the part of VCTPL in returning the security deposit or such portion if it as may be due to the Contractor after deduction as aforesaid.

e) In the event of any dispute arising between VCTPL and the Contractor or between VCTPL and any third Party or in respect of any money due to VCTPL in reference to this Agreement, VCTPL shall be entitled to detain the Security Deposit or such balance thereof and/ or other amounts payable to the Contractor as VCTPL may in its sole discretion deem sufficient until the dispute is settled and determined. The Contractor shall have no claim for compensation or otherwise for any such detention made by VCTPL.

7. THE CONTRACTOR'S OBLIGATIONS

a. The Contractor shall perform the Work/s / Service/s upon the terms and conditions and within the agreed timelines set out in this Agreement.

b. The Contractor shall exercise all reasonable skill, care and diligence in the performance of all or any of the Work/s / Service/s and, in so far as its duties are discretionary, shall act fairly between VCTPL and any third Party.

c. The Contractor shall, notify VCTPL as soon as possible, within reasonable time, any short comings/omissions/ errors etc. of whatsoever nature regarding the information/ data supplied by the VCTPL; for and in relation to the performance of the Work/s / Service/s.

d. The Contractor shall comply with all lawful and reasonable directions and instructions which may be issued to the Contractor by VCTPL in respect of any matter connected with the Work/s / Service/s from time to time.

e. The Contractor shall keep VCTPL informed on all matters related to the Work/s / Service/s within the knowledge of the Contractor and shall answer all reasonable enquiries received from VCTPL and render reports as per agreed submission schedule, and shall assist VCTPL to form an opinion as to the manner in which the Contractor is proceeding with the Work/s / Service/s.

f. The Contractor shall co-ordinate the performance of the Work/s / Service/s with any other contractors separately appointed by VCTPL in respect of the project. Without prejudice to the foregoing, the Contractor shall obtain all necessary drawings, documentation and information relating to the Work/s / Service/s from VCTPL to enable the Contractor to perform its obligations under this Agreement. However, the Contractor shall not be liable for any delay, loss or damages arising under this Agreement for reasons of non-availability of such drawings, documentation and information/data.

g. The Contractor shall make available, at all time during the tenure of this Agreement, the personnel in such numbers and of such qualifications, experience and competence as are necessary to carry out the Work/s / Service/s in diligent and timely manner.

h. All materials to be used / methods to be performed shall be strictly in accordance with the relevant IS specification / code for the Works / Services / as directed by Engineer in charge.

8. VCTPL OBLIGATIONS

a. VCTPL shall keep the Contractor informed on such matters as may appear to them to impact the performance of the Work/s /Service/s and shall give such advice, approvals, and decisions including approval pertaining to deliverables/drawings/Services, in writing, as shall reasonably be required in a reasonable time of 05 working days.

b. All information relevant to the Work/s / Service/s shall be supplied free of charge to the Contractor subject to the provisions in this Agreement. Any documents supplied free of charge to the Contractor shall be returned to VCTPL at the end of the Services.

c. VCTPL shall ensure that the Contractor is provided with proper work front at all times by providing sufficient workspace/ free access to the Site.

d. VCTPL shall provide recommending letters towards assisting and supporting the Contractor to enable the Contractor seek or obtain any necessary permissions from the local authorities, at the request of the Contractor.

9. PROGRAMME

The Contractor shall report within a reasonable time but not later than 02 days, to VCTPL, the occurrence of any event or condition that might delay or prevent the performance and/or completion of the Works / Services or any part thereof by any dates for completions, indicating, the steps to be taken to avoid or mitigate the delay and the likely duration of the delay. The Contractor shall not be liable for any delay / damages/ loss in relation to this Agreement, reasons for which are not directly attributable to the Contractor/its agent/ personnel.

10. POLLUTION AND CONTAMINATION

The Contractor shall be liable for, and shall defend, indemnify and hold VCTPL harmless from and against any claim resulting from pollution and/or contamination which originates:

- a. from the property of the Contractor (including, but not limited to, the Contractor's equipment); and/or
- b. from spills of fuels, lubricants, motor oils, pipe, dope, paints, solvents and rubbish or other effluent in the care, custody or control of the Contractor
- c. arising out of or and in connection with the performance of this Agreement, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of VCTPL.

11. SANITATION

The Contractor shall at his own cost, make all necessary provisions for health and safety of his workmen and employees at or around the Site.

12. REMOVAL OF UNSERVICEABLE CONTRACTOR EQUIPMENT

- a. The Contractor shall at its own expense, if required by the Government or if required by VCTPL for operational reasons, promptly remove from the Site, any Contractor's equipment which may have been rendered unserviceable through any cause during the course of operations hereunder or otherwise deal with the Contractor's equipment in accordance with VCTPL's instructions, notwithstanding that the Contractor's equipment may be insured and whether or not declared a loss.
- b. In the event that the Contractor fails to carry out its obligations under the foregoing within three days of receiving notice from VCTPL, VCTPL shall be entitled to take such measures in respect of any such equipment and, at its sole discretion, shall be entitled to elect, at any time thereafter, to remove the same and shall be entitled to recover all costs and expenses so incurred from the Contractor (including, without limitation, any customs duties or taxes which may be incurred).

13. HOUSE KEEPING

The Contractor shall, at all times, keep the work spots, Site, office and surrounding clean and tidy, free from dust, rubbish, scrap, surplus material and unwanted tools and equipment. All scaffolding and temporary structures shall be removed as soon as the job for which these are intended is completed. The welding and other electrical cables shall be routed to allow safe traffic by all concerned. All equipment and piping shall also be kept clean by regular cleaning or protective methods. The Contractor shall provide adequate staff for above purpose. In addition, as the work will be parallel with civil works, some amount of de-watering/ mopping is also envisaged. VCTPL has the right to stop work if the Contractor fails to improve upon the same after having been instructed to do so and VCTPL shall not grant any extension of time for such stoppage of work. If contractor fails to comply with the housekeeping requirements as stipulated by this Contract / VCTPL. VCTPL has the right to levy liquidated damages of Rs. 1000/ day for each such default.

14. WATER & ELECTRICITY

The water & electricity shall be supplied by the VCTPL free of cost subject to availability. The supply will be provided from nearest available point but necessary arrangement for water drums, pipes/ cables, manpower etc. required for extending the facility up to working place shall be arranged by Contractor at his own cost. Safety rules to be ensured by Contractor.

15. CHILD LABOUR

The Contractor shall not employ any labour less than 18 years of age on the job. If female labour is engaged, the Contractor shall make necessary provisions at his own expense for safeguarding and care of their children and keeping them clear of the Site. No children shall be permitted on the Site.

16. CONTRACTOR TO PRESERVE PEACE

The Contractor shall, at all times during the progress of the Works, take all requisite precautions and use his best endeavours for preventing any riotous or unlawful behaviour by or amongst the workers and other persons

employed on the Works and for the preservation of peace and protection of inhabitants and the security of property in the neighbourhood of the Works.

17. CLEARING OF THE SITE ON COMPLETION

a. Wherever any existing pavements, fencing poles or other such items and structures that may have been damaged, removed or disturbed during the course of the work, the same shall be replaced or repaired after completion of permanent work and restored to a condition equal to the original existing, before commencement of the permanent work.

b. On completion of the whole of the Work/s, the Contractor shall clear the Site of all temporary structures/Site offices, rubbish, building materials, debris and/or excavated material and restore the Site to a level ground neat, tidy and clean to the satisfaction of VCTPL and hand over the same to VCTPL. No extra payment shall be made to the Contractor for these works and the rates shall be deemed to have covered the same.

18. PERMISSIONS FROM CONCERNED AUTHORITIES

If applicable the Contractor is responsible to procure and maintain all registrations/ clearances/ permissions from the concerned Central Government/ State Government/ local authorities in terms of the Applicable Laws, to ensure smooth execution of the Works / Services and shall indemnify VCTPL for any claim that may arise from a violation or default thereof. The Contractor shall provide VCTPL with certified copies of all such registrations/ permissions/ clearances as procured by it. Any incidental charges incurred by the Contractor for obtaining any clearances/ permissions /entry to the Site shall deemed to be included in the quoted prices / rates.

19. ESCALATION

The rates / Fees specified herein shall be binding on both the Parties and shall not change for the duration of the Agreement. It is expressly understood that Contractor has considered every possible fluctuation in various rates and general conditions and other possibilities of each and every kind before quoting the rates / fees. Contractor shall not be entitled to claim any escalation in the rates specified under this Agreement on these grounds or any other ground whatsoever except for additional services or revision in Services due.

20. INSURANCE

a) The Contractor shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor on the part of the Contractor or any sub-contractor or any or any of their employees.

b) The Contractor shall at its own cost insure its Personnel or his sub-contractors, deputed at the said Site & CFS and for that purpose obtain appropriate insurance cover/s insuring Personnel or his sub-contractors for sickness, disease, accidental injury & death.

21. UNDERTAKING BY CONTRACTOR

Contractor undertakes that the Personnel engaged in providing Services under this Agreement:-

a) Should be able bodied, medically fit.

b) Should be well trained and in possession of Id-Card issued by the Contractor.

c) Should have proper eye sight and shall not have medical problems which may endanger his life or the life of others working at the Site.

d) Should be committed to highest standards of ethics, honesty and integrity and should not have been convicted of any offence in the past.

22. WARRANTIES BY THE CONTRACTOR

Contractor warrants, agrees and stipulates that:

a) Contractor shall inform VCTPL in writing in advance about any change in its name, address, business, status or constitution.

b) Contractor understands that this Agreement is on non-exclusive basis and that VCTPL is free to take the Services of similar nature from any other Party.

c) No person employed by the Contractor or deployed at the Site is below the minimum legal age of employment.

d) Contractor shall submit following copies at the time of signing of this Agreement:

- Certified copy of PAN No.
- Certified copy of GST Registration No.
- PF and ESI code nos. of the establishment of the Contractor.
- PF and ESI nos. of every Personnel deputed at the Site.

e) Contractor undertakes to maintain and provide, data of each Personnel deployed at the Site with necessary particulars, including his local/present addresses along with native addresses etc, contact numbers and a single reference with contact detail.

f) Contractor is explicitly explained about nature of business activities, expectations, demands, quality of services, urgency and dexterity with which performance is required under this Agreement.

g) Contractor shall ensure that Personnel provided by them maintain strict discipline and shall not in any manner cause any interference, annoyance, nuisance to management of VCTPL or its officers/ employees and other Contractor, engaged in conducting business activities or providing services at the Site.

23. **LIABILITY FOR LABOUR COMPLIANCES**

a) The Contractor shall obtain the license to operate as the Contractor with VCTPL under the Contract Labour (Regulation & Abolition) Act and maintain properly all records, registers, file such forms, returns periodical or time based and comply with such other requirements as contemplated by the provisions of all the applicable statutes including but not limited to various State and Central labour legislations/ notifications/ circulars (as may be amended from time to time) in respect of persons employed by or through him and deputed for the above services being provided to VCTPL including but not limited to :

1. The Industrial Disputes Act, 1947;
2. The Factory Act, 1948;
3. Shops & Establishment Act;
4. The Minimum Wages Act, 1948;
5. The Employees' State Insurance Act, 1948;
6. The Employees' Provident Fund and Miscellaneous Provisions Act, 1952.
7. The Child Labour (Prohibition and Regulation) Act, 1986.
8. The Contract Labour (Regulation and Abolition) Act, 1970.
9. The Equal Remuneration Act, 1976.
10. The Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979
11. The Maternity Benefit Act, 1961
12. The Payment of Bonus Act, 1965
13. The Payment of Gratuity Act, 1972
14. The Payment of Wages Act, 1936
15. The Workmen's Compensation Act, 1923
16. The Personal Injuries (Compensation Insurance) Act, 1963.

b) However, it may be noted that Minimum rates of wages shall be as per the applicable notification. Contractor shall prepare, maintain and submit all records, documents, returns, registers, notice, etc. as required under various Labour Legislation's in the prescribed manner as applicable from time to time and within prescribed time to the concerned statutory authorities. Contractor shall procure all licenses and necessary approvals (if not obtained) from the local government and statutory authorities within 7 (seven) days from the date of signing this Agreement and submit copies of certificates of compliance / coverage to the VCTPL representative at the Site failing which VCTPL may be entitled to terminate this Agreement immediately without citing any reasons whatsoever.

c) Any dispute, demand, claim or compensation if raised by the Personnel employed by Contractor for fulfillment of its obligation under this Agreement or any relevant statute or statutory body/bodies, will be against Contractor only and VCTPL will have no responsibility and/or liability in respect of any such dispute, demand, claim or compensation. If any such claim is made against VCTPL by any personnel or his legal heirs engaged/employed by the Contractor, which VCTPL is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact that the personnel of Contractor working at the Site of VCTPL or otherwise, Contractor will be liable to indemnify/reimburse VCTPL of all the money paid in addition to the expenses incurred by it.

d) Contractor hereby declares and confirms that Personnel deputed at said Site are and shall remain employees of the Contractor for the purpose of Industrial Dispute Act, 1947 or other enactments as may be applicable from time to time and shall have no claims whatsoever against VCTPL and VCTPL shall not be liable to pay wages, salary, compensation and any statutory benefits due to Personnel under the labour law and other legislation. Contractor shall be responsible for providing such amenities to its employees admissible under law/rules/service conditions. Contractor shall hold VCTPL harmless and indemnified in this respect.

e) If applicable, Contractor shall maintain such registers and records containing such particulars of Contractor personnel employed by Contractor, at the Site as required by Contract Labour (Regulation and Abolition) Act, 1970 Sec (29), or any other law including particulars regarding the nature of work performed by the

contract labour and the rates of wages paid to the employees. Contractor affirms and states that it is registered with the Local / State Statutory Authorities and assures that the existing and new Personnel are registered with Statutory Authorities. The copies of all such registration will be handed over to VCTPL at the time of signing of this Agreement. Contractor undertakes to maintain service record for all Personnel, containing data of disciplinary actions, promotions, commendations etc and any other matter to be recorded which Contractor may think fit. Contractor shall procure all licenses and necessary approvals (if not obtained) from the local governmental and statutory authorities within 7 days from the date of signing this Agreement and submit copies of certificates of compliance / coverage to VCTPL representative at the Site failing which VCTPL may be entitled to terminate this Agreement immediately without citing any reasons whatsoever.

f) The Contractor shall deposit all levies / fees/ charges / sums including PF & ESI to the appropriate authorities and to other bodies if applicable under the rules for employees and workers engaged by him under these presents. No claim shall be payable to the Contractor on this behalf by VCTPL.

g) The Contractor shall be solely responsible for any injury/damage that may be caused to his personnel. The Contractor should provide full medical treatment to his Personnel. In case of accident on duty, VCTPL shall in no manner be liable to the Contractor or its Personnel or any other person for injuries or death caused as a result of the accidents either within or outside the Site in the course of work and/or arising out of work. The Contractor shall be responsible for such contingencies and will make good all claims for compensation, claimed by his Personnel or as decided by the appropriate authority / tribunal or others involved persons as the case may be under Workmen compensation Act and other relevant law of the land.

h) Contractor shall pay wages at rates as per Payment of Minimum Wages Act or any other act, statute that may be applicable and non-compliance shall be treated as infringement of this Agreement and VCTPL shall be at liberty to take appropriate action as it may deem necessary.

24. INDEMNITY

24.1 The Contractor shall indemnify and hold harmless the VCTPL, the VCTPL's personnel and their respective agents and representatives, (Indemnified Persons) such that the Indemnified Person is not at any time out of pocket in respect of claims, damages, losses and expenses, inter alia, (including legal fees and expenses) arising as a result or in connection with:

a. Breach or inaccuracy of any of the representations and warranties of the Contractor set out in this Contract or failure to perform (whether in whole or part) any obligation required to be performed by the Contractor at any time pursuant to this Agreement.

b. Any bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any Defect, unless attributable to any gross negligence, wilful default or breach of the Agreement by the VCTPL;

c. Any damage to or loss of any property, real or personal, to the extent that such damage or loss arises out of or in the course of or by reason of the Contractor's design (if any), the execution and completion of the Works and the remedying of any Defect, unless and to the extent that any such damage or loss is attributable to any gross negligence, default or breach of the Agreement by the VCTPL;

d. Any non-payment and/or any default by the Contractor in payments to his vendors, suppliers, sub-contractors, employees, labourers, etc.;

e. Any default arising due to non-compliance of any rule / statutory requirements, the non-payment of any tax or duty levied under the authority of the Central Government/ State Government/ local bodies or any other government obligation or Applicable Laws (including but not limited to laws relating to labour);

f. Any compulsion for re-employment of any of the Contractor's personnel or personnel employed by Contractor's agency, vendor, sub-contractor after completion of the Agreement;

g. Any claim on account of an alleged breach of confidentiality and security of data occurring as a result of acts of omissions or commission of Contractor's personnel;

h. Any claims, penalties, fines, duties imposed upon VCTPL by the statutory authorities, regulators due to non-compliance by the Contractor with respect to obligations including but not limited to maintaining records, registers, filing various forms, returns periodical or time based and complying with such other requirements as contemplated by the provisions of all the applicable statutes including but not limited to various State and Central labour legislations/ notifications/ circulars (as may be amended from time to time) in respect of persons employed by or through him/her/it and deputed for the above Works being provided to VCTPL;

i. Any pollution and/or contamination which originates from:

i. from the property of the Contractor (including, but not limited to, the Contractor's equipment);

ii. from spills of fuels, lubricants, motor oils, pipe, dope, paints, solvents and rubbish or other effluent in the care, custody or control of the Contractor; and/or

- iii. arising out of or and in connection with the performance of this Agreement, whether or not resulting from or contributed to by any negligence and/or breach of duty (statutory or otherwise) of the VCTPL.
- j. Loss of or damage to the property of the Contractor group (including, but not limited to, the Contractor's equipment);
- k. Death or sickness of or injury to any member of the Contractor group (including, but not limited to, the Contractor's personnel);
- l. Loss of or damage to any third party property to the extent caused by any negligence and/or breach of duty (statutory or otherwise) of the Contractor;
- m. Death or sickness of or injury to any third party to the extent caused by any negligence and/or breach of duty (statutory or otherwise) of the Contractor;
- n. All claims which may be made against VCTPL, by any person in respect of anything which may arise in respect of the Works or in consequence thereof whether claimed under the joint insurance policy made and maintained by the Contractor or otherwise;
- o. Any violation or default in procuring and maintaining registrations/ clearances/ permissions from the concerned Central Government/ State Government/ local authorities in terms of the Applicable Laws;
- p. Failure of the Contractor to prohibit and prevent its employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood in accordance with the terms of this Agreement;
- q. Liabilities arising out of non-compliance, Defects and accident liability during working at the Site, whether or not such liability arises as a direct consequence of the Contractor's failure to comply with the safety provisions;
- r. Any non-compliance or lapses in compliance with the Applicable Laws relating to labour and employment;
- s. Any Claim in connection with any lien, charge or the like created or caused by any member of the Contractor arising out of or in connection with the performance of this Agreement; and / or
- t. Any Claim in connection with any Taxes which may be levied or imposed on the Contractor or its subcontractors by any Government Authority arising out of or in connection with the performance of this Agreement.

24.2 The right of Parties to seek indemnity under this Clause is without prejudice to any other provisions of this Agreement and, or, any other rights available to the Party whether at law, in equity or at contract.

25 AMENDMENT / VARIATION

No amendment addition or deletion of or to this Agreement, including any change in obligations of the Parties to the covenant shall be effective unless made in writing and executed by duly authorized representatives of the Parties hereto.

26 NOTICE / COMMUNICATIONS

Each notice or communication to be delivered under this Agreement shall be made in writing and signed by the Party making the same and shall be given either in person or by registered post or under certificate of posting at such addresses mentioned above. Should there be any change in addresses/contact details of the Parties to the Agreement the same to be communicated by the concerned Party to other in writing. However if both are unable to be located/traced at the said aforesaid addresses stated hereinabove then pasting of such notice on the outer door/main entrance gate of the office or on a conspicuous part of the office shall also be deemed to be valid and effective service of notice to the Parties.

27 INTELLECTUAL PROPERTY RIGHTS

All copyrights, design rights or patents in all works, reports, specifications, calculations and other documents / works supplied or produced by the Contractor pursuant to this Agreement shall belong to VCTPL.

28 INFORMATION / COORDINATION

28.1 Contractor shall, keep VCTPL informed on all matters related to this Agreement within its knowledge and shall answer all reasonable enquiries received from VCTPL and render reports at reasonable intervals when asked to do so, and shall assist VCTPL to form an opinion as to the manner relating to this Agreement. Contractor shall submit to the VCTPL the following related to work and manpower:

- (i) Detailed work schedule and bar chart as acceptable to the VCTPL.
- (ii) Reports of equipment to be used at Site to.
- (iii) Daily and weekly progress report and Daily labour report indicating time for each activity.
- (iv) Monthly planner report/Monthly progress report.
- (v) Organization chart for the works.
- (vi) Advance daily work program.

(vii) Site Logistic plan

28.2 Contractor shall co-ordinate the performance of the Services with any other Contractor separately appointed by VCTPL.

29 VARIATION IN SERVICES

VCTPL may from time to time, instruct Contractor to provide additional Works not forming part of the Services mentioned under this Agreement or to alter, amend, omit, add or re-sequence or otherwise vary the Services and Contractor shall carry out and complete such variation so instructed. Contractor shall notify VCTPL within reasonable time upon receipt of such instruction the full particulars of the additional costs to be incurred in providing the additional services, credit being given for any reduction in the scope of service whether in complexity or otherwise and agree with VCTPL in writing a fair and reasonable charge having regard to the Fee before such additional services are undertaken.

30 TERMINATION

30.1 Without prejudice to any other rights or remedies, the VCTPL may, at its sole discretion, terminate the Contractor's employment forthwith under this Contract under the following conditions:

- a. If the Contractor doesn't adhere to any terms and conditions of this Agreement. The VCTPL finds that the Contractor has obtained Contract as a result of fraud/non-bonafide methods;
- b. The Contractor is guilty of an Event of Default under the Agreement and fails to rectify the defaults or such defaults are in capable of being rectified during the period of 30 days;
- c. The Works continue to be suspended for a period of 7 (seven) days or more, before completion and without any justified reasonable cause;
- d. The Contractor removes materials from the Site without the prior permission of the VCTPL;
- e. Any proceeding of bankruptcy or attachment of its assets is brought against the Contractor and such proceeding is not dismissed or stayed (such dismissal or stay permitting the Contractor to comply with its obligations under this Agreement without any delay or fetter) within a period of 30 days from the date of such institution;
- f. In addition to the foregoing, the Contractor is adjudged bankrupt or its assets are attached or come under duress.
- g. Force Majeure

In case of termination on the above grounds, the VCTPL shall, without prejudice to the other rights available to it under the Agreement and Applicable Laws, have the right to invoke all payment guarantee and forfeit the Retention Money & Security Deposit which are kept by way of cash or guarantee & Security Deposit the Performance Guarantee and forfeit the Retention Money to recover the loss suffered by it due to termination of the Agreement.

30.2 The Contractor understands and acknowledges that, without prejudice to any other rights available to the VCTPL, the VCTPL shall have the right to terminate the Agreement, at its sole discretion and without assigning reason thereof, by providing 30 (thirty) days written notice to the Contractor.

30.3 After such termination, the VCTPL shall take possession of the Site with all the Contractor's temporary Site setup including buildings, plants, machinery, appliance, goods and the construction materials that were intended for the completion of the Works. Thereafter, the VCTPL may finish the Works by whatever method it may deem expedient. In such cases the Contractor shall not be entitled to receive any further payment other than for the part of the Works already completed after the date of the previous Running Account Bill, as the VCTPL may deem fit.

30.3 The Contractor shall not have any lien/claim/objection whatsoever to the VCTPL engaging any other Agency/Contractor for completing the Works after termination of the Agreement.

31 Contractor's Events of Default

31.1 For the purpose of these Documents as well as the Agreement, the Event of Default shall mean any of the following events:

- a. The Contractor's failure to perform or discharge any of its obligations in accordance with the provisions of the Agreement;
- b. A delay exceeding 7 (seven) days from any milestone date in achieving any of the performance obligations set forth for such milestone date due to reasons attributable to the Contractor.
- c. The Contractor's failure to perform or discharge any of its obligations under this Project, which has or is likely to affect the Project and Works;
- d. Any representation made or warranties given by the Contractor under the Agreement being found to be false and/or misleading;
- e. The Contractor passing a resolution for voluntary winding up;

- f. Levy of an execution and/or restraint on the Contractor's assets which has or is likely to have a material adverse effect and/or affect the Project and Works; and
- g. Non-maintenance of the any Guarantees in accordance with the terms of the Agreement.
- h. Repeated non-maintenance of the housekeeping, quality, sanitation and the safety standards as per Contract Documents.
- i. Non submission of any Guarantee's as per terms of the Agreement.
- j. If shortfall in security deposit / Bank Guarantee is not met as per terms of the Agreement.
- k. If insurance is not in accordance with the Agreement.

31.2 In the event that a Contractor's Event of Default occurs, the VCTPL shall issue a notice to the Contractor to rectify and/or remedy the same within the given period. If the Contractor does not/ fails to rectify and/or remedy the same in given period up to a maximum period of 30 (thirty) Days, the VCTPL retains the right to forthwith terminate the Agreement and/or forfeit the Performance Guarantees and/or the Retention Money without any further notice.

31.3 In case of such termination, the VCTPL shall be deemed to have reserved its right not to pay the Contractor for the Works done till the date of the termination notice after reviewing the losses incurred by the Company due to the Contractor's Event of Default.

32. RELATIONSHIP

Nothing in this Agreement shall be construed as creating a partnership, joint venture, employer-employee, agency or other special relationship between the Parties. Contractor shall not have, and shall not represent that it has, any right or authority to bind VCTPL or to assume or create any obligation or responsibility, express or implied, on behalf of VCTPL.

33. FORCE MAJEURE

33.1 Definition the term "Force Majeure", as used in this Agreement, shall mean riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, military invasion, insurrection of military or usurped power; or ionizing radiations or contamination by radio-activity from any nuclear waste, or radio-active, toxic, explosive or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof (other than arising out of any radiation source used by the Contractor in relation to the Services); or earthquake, flood, or any other natural disaster, but excluding weather or sea conditions as such, regardless of severity; or strikes at national or state level or industrial disputes at a national level, or strikes or industrial disputes by labour not employed by the affected Party or its sub-contractors and which affects a substantial or essential portion of the Services; or fire or explosion (being fire or explosion not caused by the negligence of the affected Party or its sub-contractors); or acts of Government which could not have been reasonably anticipated or controlled which makes performance impossible or impracticable.

33.2 General

a. No failure or omission by either Party to carry out or to perform any of the terms or conditions of this Agreement shall give the other Party a claim against such Party, or be deemed a breach of this Agreement, if and to the extent that such failure or omission arises from Force Majeure.

b. The Party prevented from performing due to Force Majeure shall promptly, and in any case within 24 (twenty four) hours, notify the other Party of the nature and anticipated duration thereof and shall use all reasonable endeavours to resume performance of this Agreement as soon as reasonably possible. The Party prevented from performing due to any such cause shall, in addition, furnish the other Party with such information in respect of such cause as the other Party may reasonably require.

33.3 Payment during Force Majeure

Unless otherwise specified in the Agreement, the Contractor shall not be entitled to any payment in respect of any period where the Works are not carried out as a result of Force Majeure.

33.4 Termination for Force Majeure

Should any circumstance of Force Majeure continue for a period equal to or more than 3 (three) consecutive days then the VCTPL may terminate this Agreement with immediate effect by notice in writing to the Contractor, in which case the VCTPL's sole liability in respect of such termination shall be to pay to the Contractor (a) all sums properly due to the Contractor under the Agreement in respect of the Works performed to the satisfaction of the VCTPL subject to curing of all Defects as may be notified by VCTPL, by the Contractor, up to the date of termination and (b) any demobilisation fees or charges specified in the Agreement for terminated equipment or personnel.

34 ASSIGNMENT

Contractor shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of VCTPL. Contractor shall not subcontract the performance of any of the obligations under this Agreement without the prior written consent of VCTPL. In case the Contractor contravenes this condition, VCTPL shall be entitled to terminate this Agreement forthwith. Contractor understands and agrees that the some or all of the Services may be performed for VCTPL and/or for any of its direct or indirect majority-owned subsidiaries ("Affiliates"). In addition, such Affiliates shall have the right to order services on the terms and conditions set forth in this Agreement. VCTPL can assign or transfer any of its rights, benefits and obligations under this Agreement.

35 ENTIRE AGREEMENT

This Agreement, together with the appendices and other documents specifically attached or referred to herein, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior understandings, promises, representations, agreements and negotiations between the Parties, oral and written.

36 DELAY

Failure or delay by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision. If any portion of this Agreement is held to be illegal, invalid or unenforceable, such portion shall be deemed to be modified to the extent necessary to make such portion binding and enforceable, and such modified portion and all the remaining portions shall remain in full force and effect.

37 BRIBES / GIFTS

Contractor shall not offer any VCTPL employee gifts, payments, services or other favors where these would or might appear to improperly influence the employee in performing his or her duties for VCTPL. Consistent with VCTPL requirement that all business conducted with VCTPL adheres to applicable laws and regulations, the use of bribes, secret compensation or kickbacks is strictly prohibited.

38 NO CONSEQUENTIAL DAMAGES AND LIMIT OF LIABILITY

Notwithstanding any provision in this Agreement to the contrary, under no circumstances shall a Party hereto shall be liable to another Party hereto for loss of profits or revenue, loss of use, loss of capital or other similar item of loss or damage or for any consequential, special or indirect loss or damage and each Party hereby releases the other there from.

39 DISPUTE RESOLUTION

All disputes and or difference in between both the Parties, relating to these presents including interpretation of its terms and conditions will be resolved through joint discussion of the Authorised Representatives of both the Parties. In case the dispute cannot be resolved amicably. The matter shall finally be referred to the Deputy Chief Operating Officer of VCTPL, whose decision shall be final and binding on both the Parties.

40 JURISDICTION

Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts located in Visakhapatnam, India, for any proceeding arising under this Agreement, subject to the dispute resolution provisions contained herein. Each of the Parties hereto waives, and agrees not to assert in any such court proceeding, to the fullest extent permitted by applicable regulations, any claim that: (A) such Party is not personally subject to the jurisdiction of such courts; (B) such Party and such Party's property is immune from any legal process issued by such courts; or (C) any litigation commenced in such courts is brought in an inconvenient forum. Each Party hereto consents that all services of process made by registered post, acknowledgment due, or as permissible under the Code of Civil Procedure, 1908, as amended, directed to it at its address set forth herein shall be deemed to be completed when received.

41 CONFIDENTIALITY

a) Confidential Information shall mean any non-public information, technical data, or know-how, including, without limitation, that which relates to: (i) research, product plans, products, pricing, services, customers, personnel, markets, software, software code, software documentation, developments, inventions, lists, trade secrets, data compilations, processes, designs, drawings, engineering, hardware configuration information, marketing or finances, which is designated in writing to be confidential or proprietary at the time of disclosure if provided in tangible form, or if provided in non-tangible form, shall be identified by the disclosing Party at the time of disclosure as confidential or proprietary, (ii) any Product provided hereunder and/or materials resulting from Services, and any derivatives thereto, and (iii) the terms and conditions of this Agreement. Notwithstanding the

foregoing, Confidential Information does not include information, technical data or know-how that, without restriction on disclosure, is already : (a) in the public domain or becomes available to the public and not as a result of the act or omission of the receiving Party; (b) rightfully obtained by the receiving party from a third party; (c) is lawfully in the possession of the receiving Party at the time of disclosure; or (d) is approved for release by written authorization of the disclosing Party.

b) Contractor agrees to take all reasonable steps to ensure that any of its directors, officers, employees or agents shall not use and/or disclose, whether directly or indirectly, any Confidential Information to any third party.

c) Contractor will not, at any time, during the tenure of the Agreement or after, without the consent of Company, disclose or divulge or make public, except on legal obligations, any information regarding VCTPL affairs or administration or research carried out, whether the same is confided to the Contractor or becomes known to the Contractor in the course of the Works / Services or otherwise. Contractor will not in any manner disclose whatsoever, any secret correspondence, agreement and any such information pertaining to VCTPL, which may be acquired by the Contractor concerning VCTPL business to other person/firm or organization. VCTPL will be authorized to initiate appropriate legal action against the Contractor for violation of any of the provisions of this Clause.

d) The Contractor understands and hereby undertakes as follows:

1. to use the greatest degree of care to avoid unauthorized dissemination or publication of any Confidential Information;

2. to use the Confidential Information only for the provision of the Services / execution of Works as contemplated in this Agreement, and to ensure that its directors, officers, employees and agents do the same;

3. to not make copies of Confidential Information other than for the permitted purpose/use;

4. to ensure that Confidential Information is kept secured on its premises; and

5. In the event the Contractor becomes aware of any unauthorized copying, disclosure or use of the Confidential Information, it shall immediately notify VCTPL in this regard and if requested by VCTPL, take such steps as shall be necessary to prevent such further unauthorized copying, disclosure or use.

42 LIQUIDATED DAMAGES :

a) If there is any delay in the completion of the work at Site or specific works in respect of which a separate progress Schedule has been established, beyond the final completion of the work or works aforesaid at Site as stipulated in the Progress Schedule, the VCTPL shall be entitled to recover liquidate damages for the delay at 1.0% of the specific work order value per each week or part thereof that the work remains incomplete beyond the scheduled date of final completion for the work or works, as the case may be at Site, subject to a maximum of 10% (Ten per cent) of the total work order value. These Liquidated Damages shall be recovered from the RA/Final Bill of the Contractor of this work, or from any other dues of the Contractor against any other contract, or from any other dues of Contractor lying with VCTPL.

b) In addition to the clause 51(a) a penalty of Rs.1000.00 (Rupees One thousand only) will be imposed on every default/delay in mobilization and completion of work.

c) The VCTPL shall have the right to deduct money from the contractor due to the Poor quality, poor finishing & Poor workmanship and make an estimate for making good /loss suffered for the job / workers by reason. The VCTPL shall have the right to deduct and rectify the damaged works with other contractor (Prior intimation) and the same will be deducted from the RA/Final Bill of the Contractor of this work, or from any other dues of the Contractor.

43 MISCELLANEOUS

a) The Agreement may be executed and delivered in counterparts, each of which shall be deemed an original.

b) All remedies of either Party under this Agreement whether provided herein or conferred by statute, civil law, and common law, are cumulative and not alternative and may be enforced successively or concurrently.

c) The headings have been inserted for convenience and reference only and shall not be construed to affect the meaning, construction or effect of this Agreement.

d) All communications between the Parties arising out of or in connection with this Agreement shall be in English, including all notices and legal proceedings under or relating to this Agreement.

e) All payments under or relating to this Agreement shall be made in Indian Rupees.

f) Neither Party to this Agreement shall be deemed to be the drafter of any of the provisions of such document. No Party shall thus take any position in any dispute resolution proceeding or otherwise that any vague or ambiguous provisions of this Agreement should be construed against the other Party simply because such other Party may have actually drafted such provision.

Annexure -1

1) **SCOPE OF WORK:** The scope of work consists of execution of all type of civil construction and maintenance work in VCTPL as described in BOQ. Any emergency work shall have to be executed by doing the work round the clock and / or after normal general shift for which nothing extra shall be payable to the Contractor for doing the work during such period.

2 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR.

a) Supply of all required materials, manpower, equipment and consumable shall be in the scope of Contractor and the quoted rates shall be inclusive of all necessary input to complete the job.

b) Prior to using the materials Contractor shall get the approval from the Engineer-In charge or his authorized representative.

c) **SITE CLEANING:** The Contractor shall take care for cleaning the Site from time to time for easy access to Site and also from safety point of view. Site should be always kept clean upped the entire satisfaction of EIC. Before handing over any work to owner the Contractor in addition to other formalities to be observed as detailed in document shall clear the Site to the entire satisfaction of VCTPL. In case the Contractor fails to clean the Site, VCTPL shall have the right to clear the same at the cost of the Contractor including 20% supervision charges of VCTPL.

d) **SUPERVISION OF WORK:** Authorized representative of Contractor shall supervise the work, during the progress of the work and will be fully responsible for proper execution and safety of the workers and the work.

e) **ADHERENCE TO TECHNICAL SPECIFICATIONS:** i) The work shall be carried out as per standard specifications and as directed by Engineer In Charge. ii) It will be assumed that specifications/ nomenclature of item have been fully read and understood by the Contractor irrespective of the fact whether they have so or not and no claim on this shall be entertained at a later date.

f) **QUANTITIES:** The quantities of items mentioned in BOQ are only indicative and may be vary in any extent during contract period as per actual Site condition.

g) **MATERIAL TRANSPORTATION:** The Contractor shall make his own arrangement for Transportation of the material from stores/stock point to Site of work and to the place of erection etc. at his own cost; VCTPL may indicate an area at its own discretion for putting up of a temporary hut/shed.

h) **COMPLIANCE OF INSTRUCTIONS:** Whenever the Contractor fails to comply with the instructions of the Engineer-in-charge it shall be lawful for Engineer-in-charge to have work done through other Contractor. In case Contractor fails to execute specified job in the time limit specified, VCTPL reserves the right to execute such job through other agency at the risk and cost of the Contractor and excess amount incurred by VCTPL will be recovered from the payment of the Contractor for such failure.

i) **SITE OFFICE AND STAFF:** Contractor must establish his own office at Site area (temporary office only) with tools and tackles which are necessary at Site. The contractor must have at least 6 years' experience Site Engineer (Diploma / B.Tech) who must have very sound experience in port and industrial sector and able to manage the job according to the time lines given by VCTPL / job sheets provided by VCTPL (For Full time).

j) **LETTER OF AUTHORIZATION:** The Contractor shall submit Letter of Authorization as per the given format to VCTPL nominated his representative to handle all Site related, Safety, commercial, administration, stores, work permits and for all in-out word movements of materials.

k) The Contractor shall ensure that his manpower/ labour is available always. The Contractor shall make its own arrangements for the engagement of all labours (local/Non local) and otherwise, skilled, semi-skilled and unskilled, as required for the proper timely Execution of the Works and shall diligence in providing proper Wages and such arrangements in VCTPL shall be in accordance to its subjected Laws. The Contractor shall be

responsible for making all arrangements for the payment, feeding, housing, health, safety, sanitation and transport of all labour.

l) PROCEDURE OF WORK: The Contractor will be issued a job sheet from the respective Officer In Charge by discussing the nature of job, time frame, quantities and supported with general contract conditions of civil works. Accordingly the contractor representative will raise a work permit based on the nature of job. All the job sheets will be reviewed on daily basis and if any job is extended more than a week needs to be maintained a schedule sheet as mentioned in general contract conditions of civil works. All the works need to be carried as per IS Codes and as per the best Industrial practice. Timelines: No work should be made delay as mentioned in Job sheet, in case of any changes the same need to be recorded.

- **Job order / Sheet to be acknowledged by contractor / representative by sign or by e-mail.**
- **Mobilization to the work should be within the 48hours after issuing the job sheet.**
- **Safety /work permit to be complied well in advance to start the work.**
- **Work schedule to be complied very strictly with acceptable quality standards.**
- **If the job allocated is unreasonably delayed, penalty will be imposed @1% per week of delay up to a maximum 10% of the job order value to ensure that delays are not repeated.**
- **Sufficient man /machine / power tools should be engaged according work demand of the work.**
- **If any above listed is not complied, vendor will be treated as non-comply vendor.**

m) STRUCTURAL WORKS / CIVIL WORKS : The contractor has to take his own risk and expense, to be fully responsible for all structural and fabrication works with civil works in case of equipment brought to Site (outsourced) all necessary statutory documents and fitness responsibility will be on contractor scope.

n) HIGH RISK AND SHORT PERIOD WORK: The contractor has to take initiative and full responsibility from the next hour in case of any High risk works / Short period work is initiated.

o) STORAGE OF MATERIALS: All stock materials like cement, steel, sand etc. are to be placed at designated area (temporarily) with taking concurrence with VCTPL Engineer In Charge.

p) The Contractor shall, at his own cost, provide adequate number of manpower and necessary tools, equipment, safety accessories etc., for undertaking the work contemplated in the Agreement in a safe, effective and efficient manner. The adequacy of manpower and tools shall be decided mutually between VCTPL's officer in charge and the Contractor. The decision of the VCTPL's officer in charge shall, however, be final.

q) The Contractor shall be responsible and liable for payment of salaries, wages and other legal dues of the employees who are employed by him for the purposes of carrying out the work assigned to him by VCTPL under this Agreement and shall maintain proper books of accounts, records and documents and comply with all statutes, rules and regulations which are applicable to him or the employees employed by him for the fulfillment of the terms of this Agreement. The Contractor's employees shall always be under his direct control or supervision and the Contractor shall be free to transfer his staff in accordance with his need provided that the stipulated number of staff to be deployed for fulfillment of the Contractor's obligations under this Agreement is always maintained. The Contractor undertakes that breach of this clause shall be treated as material breach. The Contractor shall, as the employer, have the exclusive right to terminate the services of any of his staff employed to fulfill his obligations under this Agreement and to substitute any person instead.

r) The Contractor shall deploy only physically and mentally fit persons who should be conversant with Telugu and Hindi / English. No Personnel shall be deployed by the Contractor at the Site who does not fulfill the criteria mentioned in this clause.

s) The Contractor shall take Accident Insurance policy for all the Personnel employed by him.

t) The Contractor shall follow the guide lines as per the Contract Labour Management System (CLMS) laid down by VCTPL.

u) The Officer In charge of VCTPL shall be at liberty to object to and require Contractor to remove forthwith from the Site any person employed by the Contractor if, in the opinion of Officer In charge of the VCTPL, such a

person is disobedient / insubordinate / misconducts himself, is incompetent or negligent in the proper performance of his duties or whose employment is otherwise considered undesirable and such person shall not be again deployed by Contractor at the Site without the written permission of Officer In charge of the Site. Any person so removed shall be replaced by a competent substitute. The decision of Officer In charge of VCT shall be final and shall not be questioned on any ground whatsoever.

v) At the end of the Agreement period, the Contractor will have to take the Personnel engaged by him and VCTPL will no way be responsible to absorb them or find them alternate jobs or persuade the new contractor to absorb them.

w) The Personnel deputed shall make best endeavors to take all steps and precaution to prevent any loss and carelessness in handling any material and/or instrument of VCTPL at its Site. If as a result due to negligence, carelessness, misbehavior or criminal act, the VCTPL suffers any losses, the Contractor will be liable to make good the loss, forthwith.

x) The personnel deployed at the Site, for said execution of the service shall not unionize and/or form any kind of association, which would be detrimental to the day to day affairs of VCTPL. Contractor shall be entirely responsible and account for delays and losses caused due to such protests. In event of such protests, VCTPL has unfettered right to terminate the Agreement immediately.

y) Contractor shall be obliged to educate, control and monitor its employees engaged, deputed or placed at the Site through code of discipline with regard to theft, pilferage or any other illegal activities, which is likely to affect business or reputation of VCTPL in any manner whatsoever. Such matters if come to notice or knowledge of employees or management of VCTPL, they shall be dealt strictly as VCTPL may think appropriate or necessary or refer to judicial intervention as VCTPL may think in its interest. Contractor will compensate loss accrued to VCTPL on this account within (30 days) of receipt of communication from VCTPL. The quantum of loss to be arrived at by joint survey between both Parties, and shall be acceptable to both Parties. Failing which, VCTPL reserves unfettered right to decide the value of loss.

3. GENERAL CONDITIONS:

- a) Technical evaluation of project which is including design of civil foundations , PEB structure with design software's analysis(STAAD or STAAD PRO).
- b) Kick of meeting after award of contract to formalize the execution plan according to the agreed project duration.
- c) Preparation and sub mission of design reports , GFC drawings and bill of material as per design drawings for approval .
- d) Submission of overall project schedule in the form of Gantt chart for review and updating the progress every week or as directed by engineer-In charge.
- e) Construction methodology and necessary approval to be in place prior to execution of any activity in the project Site .
- f) A formal approval to be taken for any change in specification or scope of work prior to execution of work .
- g) Site inspection schedule and formal information through an official email or in the form of letter on contract company letterhead .
- h) The work quality acceptance is according to the IS standards and contract terms & conditions. However the final decision of acceptance lies with Engineer –In charge.
- i) Project handing over with as built drawings, engineering specifications and supporting vendor details .
- j) The project Site has to be cleared in all aspects after handing over of the project .

4 SAFETY RULES & REGULATIONS

4.1) General Occupational Health and Safety Requirements

a) Service Provider should abide by all safety standards, specifications & practices at the Site The Service Provider shall ensure that the Personnel deployed by him follows all the safety norms as declared by the VCTPL from time to time and as per the VCT Safety Guidelines. It will be responsibility of the Service Provider to ask for and have a copy of the VCT Safety Guidelines.

- b) The Service Provider shall ensure that all his Personnel deployed at Site should follow all the standards of VCTPL (ISO 9001:2015, 14001:2015, 28000:2007, 27001:2013 and OHSAS 18001:2007). The Service Provider shall promote awareness among his Personnel for shared responsibility toward environment protection. The Service Provider shall promote awareness to his Personnel to conserve natural resources by their responsibility and efficient use in all aspects.
- c) Service Provider shall ensure that his staff or staff employed by subcontractors are aware of all workplace hazards, internal rules and regulations, emergency procedures and regulations applicable at the Site where the work is to be carried out, of which staff will have been informed. The Service Provider shall ensure that all his work men are strictly following the mobile phone policy of the Site.
- d) Service Provider shall further ensure that all his Personnel are familiar with fire precautions at the, which includes fire-alarm signals and emergency exits, and that such precautions are adhered to.
- e) If the Service Provider (or one of his employees, agents or subcontractors) engages in such a conduct which, in the reasonable opinion of the QHSE department, could cause a serious risk to health or safety, the Head - QHSE department may ask them to cease performing the Services and/or leave the Site immediately and they will agree to do so. They will not return to the Site without the Head - QHSE's prior consent.
- f) As a condition of this contract, VCT requires that any of the Service Providers that may be engaged to perform a service on its behalf, will at all times identify and exercise all reasonable and necessary precautions for the health and safety of all persons. This includes VCT employees, Contract employees, Third parties and members of the public who may be affected by the services.
- g) The Service Provider will forthwith comply with any and all directions by VCT relating to occupational health and safety.

4.2) Legal Compliance

The Service Provider must comply with and ensure that its Personnel, subcontractors and agents comply with any Acts, regulations, local laws and by-laws, Codes of Practice, International Standards and VCT's OHS policy and procedures that are in any way applicable to this contract or the performance of the services under this Agreement.

4.3) Personal Protective Equipment

The Service Provider shall ensure that his Personnel are provided with adequate personal protective equipment (PPE) appropriate to the work they may perform and in accordance with the requirements of VCT and any applicable OH&S Act. The Service Provider shall further ensure that his Personnel wear the PPE issued to them at all material times during discharge of their work.

4.3.1) Head Protection

Safety hats or helmets are rigid headgear made of materials designed to protect the head from impact, falling objects, flying particles, electric shock, etc. Each helmet consists of a shell, a suspension cradle, and a chin strap.

Employees working in areas where there is danger of head injury from impact; from falling or flying objects; or from electrical shock and burns, shall be protected by protective helmets as per standards or equivalent.

The suspension cradle gives a helmet its impact distribution qualities. It is therefore essential that it be properly adjusted to the wearer's head so there is a gap of at least one and a half inches between the top of the suspension cradle and the helmet shell.

Ancillary equipment such as ear muffs, welder's shields, etc. can be obtained to fit on helmet shells. Holes should not be drilled into helmet to facilitate use of such equipment as the can seriously impair both the mechanical strength and the electrical resistance of the helmet.

Safety hats or helmets shall not be painted.

The complete helmet should be cleaned regularly with soap and water. Helmets should be scrapped following any penetration, high impact, or subjection to extreme heat.

A. A safety helmet should be worn by all persons at all times when on a Site; in an operating Project area; or whenever there are overhead hazards. Metal hard hats do not afford proper impact or electrical protection and, therefore, are prohibited from all work areas and Sites.

4.3.2) Eye and Face Protection

Protection of the eyes and face from injury by physical or chemical agents or light radiation is of prime importance in a Site environment. The type of protection selected will depend on the hazard, but it should be borne in mind that all eye protection and most face protection devices must be considered as optical instruments. They must be

selected, fitted, and used with regard to both the type of hazard and the optical condition of the user. The wearing of contact lenses is not recommended in areas where eye protection is required.

a. Eye Protection from Impact

Factors to be considered in selecting impact resistant eye protection include the degree of protection required and the comfort provided as required by **BIS** or equivalent requirements. Four basic types of protection are:

1. Spectacles used for protection against frontal impact. When fitted with side shields, they afford limited protection against side impact and should not be worn while driving if they interfere with peripheral vision.
2. Flexible fitting goggles. A flexible frame surrounding the lens gives protection against flying objects.
3. Cushion fitting goggles. A rigid plastic frame surrounding the lens and a separate cushioned fitting surface on the facing contact area gives protection against flying objects.
4. Chipping goggles. Separate rigid plastic eyecups with lens. Designed in two shapes, one for individuals who do not wear spectacles and one to fit over prescription spectacles.
5. Chemical goggles.

b. Eye Protection from Radiant Energies

In addition to damage from physical and chemical agents, the eyes are vulnerable to the effects of radiant energy such as that produced during welding. Visible and non-visible bands of the light spectrum can produce harmful effects upon the eyes and special attention must be paid to the selection of eye protection from these hazards.

c. Face Protection

Face shields protect the face and neck from flying particles, sprays of hazardous liquids, splashes of molten metal, and hot solutions. Where required, safety spectacles and chemical goggles shall be worn under the face shield.

4.3.3) Hand Protection

The kind of gloves used depends primarily upon the material or equipment being handled and can be resistant against one or more of the following: heat, acid, caustic, slipping, wear, fire, oil, sharp edges, general wear and tear, cold, etc. Gloves should not be used near moving machinery as they can be caught and trap the hand before it can be withdrawn from the glove.

4.3.4) Foot Protection

Foot protection used must be manufactured to the referenced BIS standard. Safety footwear is available in many styles, with special soles to resist oil, abrasion, heat, and other abuses to which the footwear may be subjected. Comfort is particularly important for the wearer, so safety footwear must fit properly.

Approved safety footwear is sturdy work shoes with leather uppers and/or leather composition with steel toe caps. Soles and heels are "non"-slip type. Fashion type safety "toe" shoes with canvas, nylon and/or other soft composition uppers or soles are not considered safety shoes and are not approved by ICT QHSE department.

4.3.5) Hearing Protection

Increasing attention is being paid to the problem of excessive noise in industry. Noise can be defined as "any unwanted sound". The intensity of noise is commonly expressed in terms of decibels (dBA) and measured by a sound level meter. Medical authorities state that continual exposure to noise levels above 90 dBA for an eight hour day, five day work week may endanger a person's hearing. The safe period of exposure to a noise level is inversely proportional to the level of the noise.

Hearing loss will result from over-exposure to excessive noise levels. Only after engineering and mechanical methods of reducing noise levels have been explored, should consideration be given to providing hearing protection to individual workmen.

Exposure to impulsive or impact noise shall not exceed the requirements of Noise.

Whenever it is infeasible to reduce the noise levels or duration of exposure to within the limits of hearing protection devices shall be provided and used. There are two types of hearing protection available, the plug type and the cup (or muff) type. The proper individual fitting of both types of hearing protection is critical as any sound leakage can seriously impair efficiency of these devices.

Ear Plugs

Ear plugs are placed into the canal of the outer ear. Materials used for these plugs are rubber, plastic, wax, foam or Swedish wool. Disposable types are preferred as they give good protection and are very sanitary.

Ear Muffs

Ear muffs cover the external ear to provide an acoustic barrier. The effectiveness of ear muffs varies considerably due to differences in manufacturer, size, shape, seal material, shell mass, and type of suspension.

Head size and shape can also affect their performance. Liquid or grease filled cushions between the shell and the head are more effective than plastic or foam-filled types, but they would present material leakage problems. The use of hearing protection devices shall be properly evaluated to ensure that the selected devices give the necessary noise attenuation and protection.

4.3.6) Fall Restraining/Arresting Devices

There are several types of fall restraining devices used throughout the construction industry. The two most commonly used ones are the Full Body Safety Harness and the Safety Belt. Harnesses are used for above ground work, where fall restraining and arresting protection is required. Safety belts are used to restrain the wearer at the place of work. Safety belts should not be used as part of the fall arrest system.

Full Body Harnesses are required when working in areas with no guard rails at heights above 1.82 meters (6 feet) or for potential falls of six feet or greater. Exceptions shall require the review and concurrence of the ICT QHSE Department.

- A. Special attention should be given to achieve a snug fit of the safety harness as it is easy for a man to slip through sound but badly adjusted equipment and fall.
- B. No fall restraining or arresting device is any stronger than the point of attachment. Therefore, all users should be carefully instructed in the importance of a firm anchorage.
- C. Fall restraining/arresting devices must be stored in clean and dry conditions away from sunlight, and must be thoroughly inspected both on issue and at the start of each shift.
- D. Fall protection devices shall be capable of supporting a minimum dead weight of 2450 kilograms (5120 pounds).

The maximum length of standard lanyards shall be limited to provide for a fall of no greater than 1.82 meters (6 feet) except in the case of mechanical fall arresting devices which have been reviewed and received concurrence by the ICT QHSE Department. The lanyard shall have a minimum breaking strength of 2,450 kilograms (5,120 pounds).

All fall arresting/restraining devices and hardware shall be manufactured as per BIS or equivalent standards and fully described in the Hazard Identification Plan (HIP), including type, model and manufacturer.

During all operations conducted from a work platform (man basket) at any height above ground level, fall protection devices (lanyards) shall be secured to an anchorage point or a structural member located on the basket which can support a minimum dead weight of 2,450 kilograms (5,120 pounds).

TABLE.1: BASIC PERSONAL PROTECTIVE EQUIPMENT

The table below is a list of basic personal protective equipment. Many job classifications may require additional

Typical Job Classifications	Basic Personal Protective Equipment to be worn (see key below)
Boiler Maker	1, 8, 9, 10D, 15B
Carpenter	1, 8, 9, 10C, 15A
Electrician	1, 2, 8, 9, 10B, 15A, or B
Iron Worker – Structural	1, 8, 9, 10D, 12/13, & 14 A/B, 15A
Lineman	1, 8, 9, 10C, 12/13 & 14 A/B, 15A
Mason	1, 8, 9, 10C/A, 15A
Material Control Man	1, 8, 9, 10C, 15A
Mechanic/Machinist	1, 8, 9, 10C/A, 15A
Painter	1, 8, 9, 6, 10A, 15A
Pipe Fitter	1, 8, 9, 10 C/D, 15A
Plumber	1, 8, 9, 10C, 15A
Rigger	1, 8, 9, 10C, 15A
Roof Worker	1, 8, 9, 10C, 12/13 & 14 A/B, 15A
Scaffold Erector	1, 8, 9, 10C, 13 & 14 A/B, 15A
Sheet Metal Worker	1, 8, 9, 10 C/D, 15A
Welder	1A &B, 4, 8, 9, 10D,/E, 15B

personal protective equipment depending on the work location, type of job, local hazards, conditions, etc. The QHSE or Construction site Hygiene office in your area should be contacted for further details.

Key to Personal Protective Equipment

- 1. Safety glasses with side shields (1A=Clear, 1B=Shaded)
- 2. Face shield
- 3. Goggles, safety impact (3A=Clear, 3B=Shaded)

4. Welding hood and skull guard (Lens shaded to suit work)
5. Respirable air fed hood with filter
6. Respirator, chemical cartridge
7. Respirator dust
8. Safety hat helmet
9. Safety foot wear (9A=shoes, 9B=boots)
10. Gloves. (10A= Rubber coated, 10B= Rubber Moulded, 10C= General Purpose, 10D= Leather, 10E=Heat resistant)
11. Ear protection (11A=Ear plugs, 11B=Ear muffs)
12. Standard safety belt
13. Full body harness
14. Lanyard 1.82m (6FD). (14A=Standard, 14B=Shock Absorbing)
15. One piece coverall (15A=Standard, 15B=Fire Resistant)

Notes: All personal protective equipment shall meet BIS/OSHA or their equivalent requirements. Any worker 1.82 m above ground without the protection of a guard rail system, or in a confined space, shall wear a full body harness and standard lanyard. Respiratory protection shall be used anytime workers could inhale air contaminants exceeding Permissible Exposure Limits (PEL), and when an oxygen deficient atmosphere could be encountered. Breathing quality air shall be supplied to the worker through the use of an air fed hood or self-contained breathing

PROTECTIVE GOGGLES, SPECTACLES, FACE SHIELDS AND HELMETS

A. Typical Safety Glasses/Side Shields	B. Safety Glasses/Side Shields (others)	
C. Face shields		
D. Welding Goggles (cup)	E. Welding Goggles (chip)	F.
Welding Goggles (soft)		
G. Typical Safety Goggles	H. Safety Goggles (others)	I.
Welding Helmet		

TYPICAL EYE PROTECTION APPLICATIONS

Operation	Hazards	Protection
Acetylene-welding, cutting& burning	Sparks, molten metal, harmful rays, flying particles	D, E, F
Electric arc welding	Sparks, molten metal, intense rays, flying particles	I
Chemical handling	Splash, acid burns, fumes	G, H (Severe +C)
Chipping	Flying particles	A, B, C, E, F, G
Furnace operations	Glare, heat, molten metal	D, E, F
Grinding (light)	Flying particles	A, B, C, G
Grinding (heavy)	Flying particles	C, D, E, G
Laboratory	Chemical splash, glass breakage	G, H (A or B +C)
Machining	Flying particles	A, B, C, G
Molten Metals	Heat, glare, sparks, splash	D, E (A or B tinted + C)
Spot Welding	Flying particles, sparks	A, B, C, G

PROTECTION AGAINST RADIANT ENERGY

Protection against radiant energy requires the selection and use of the proper shades of welding filter lens or plate.

The table below shall be used as a guide for the selection of the proper shade numbers of filter lenses or plates used in welding. Shades more dense than those listed may be used to suit the individual's needs.

FILTER LENS SHADE NUMBERS FOR PROTECTION AGAINST RADIANT ENERGY

Welding Operation	Comfort Shade number
Shielded metal-arc welding 1/16-, 3/32-, 1/8-, 5/32-inch diameter electrodes	10
Gas-tungsten arc welding and gas-metal arc welding (nonferrous) 1/16-, 3/32-, 1/8-, 5/32-inch diameter electrodes	11
Gas-tungsten arc welding and gas-metal arc welding (ferrous) 1/16-, 3/32-, 1/8-, 5/32-inch diameter electrodes	12
Shielded metal-arc welding 3/16-, 7/32-, 1/4-inch diameter electrodes	12
Shielded metal-arc welding 5/16-, 3/8-inch diameter electrodes	14
Atomic hydrogen welding	10-14
Carbon-arc welding	14
Soldering	2
Torch brazing	3 or 4
Medium oxy fuel gas cutting, 1 inch to 6 inches	4 or 5
Heavy oxy fuel gas cutting, over 6 inches	5 or 6
Gas welding (light), up to 1/8-inch	4 or 5
Gas welding (medium), 1/8-inch to 1/2 inch	5 or 6
Gas welding (heavy), over 1/2-inch	6 or 8
Air-carbon arc cutting	12

SPECIALIZED HAND PROTECTION

Heat Resistant Gloves

These gloves are made from materials that provide insulation to hot or cold objects. The purpose of the material is to give the user enough time to perform the task or to stop handling the object before the hand is injured.

Rubber Moulded Gloves

These gloves are made from materials that have an inner lining that improves wear-ability.

Rubber Coated Gloves

Similar to the rubber molded glove in performance. These are resistant to penetration by many chemicals.

(A & B) Leather Gloves

These gloves are used to protect the wearer from abrasions. They also provide some resistance to hot/cold surfaces, but minimal protection from most chemicals.

(C) Welding Glove

Generally made from leather, these gloves provide the user with protection from hot sparks/slag during welding. They also provide some heat resistance.

4.4) Incident Notification

The Service Provider must promptly notify VCT of any workplace health and safety incident / accident, injury, property or environmental damage that occurs during the carrying out of the contract works. The Service Provider must notify the VCT's QHSE Department of all such accidents within 24 hours.

4.5) Zero Alcohol Policy

No intoxicating substance of any form shall be allowed inside the Site. And consuming drugs/alcohol is strictly prohibited. Any person suspected of being intoxicated shall not be allowed inside the Site. Any person under / required to take medication shall notify the relevant responsible person thereof, as well as the potential side effects of the medication.

4.6) Emergency Evacuations

The Service Provider must ensure he and his Personnel are familiar with VCT's emergency evacuation procedures and comply with evacuation instructions given by Fire Wardens in the event of an emergency.

4.7) Trade specific Guidelines

The Contractor should come up with a safety plan prior undertaking any work at VCT. He will also need to follow the Permit to Work system of VCT during the entire contract period. The Contractor is to be well equipped before conducting any of the work inside the premises. The Service Provider shall ensure the safety measures are taken and risk shall be controlled as low as reasonably practicable for the task assigned such as material handling, scaffolding and ladder works, mechanical devices, electrical devices, cranes, machinery, labourers, etc. for all heights and depths of the Works as per standard practices and applicable rules and regulations. Adequate care shall be taken while handling and working with construction admixtures. The Service Provider shall ensure that all the suggested provisions, as per for safety are followed as required by the manufacturer. The Service Provider shall indemnify VCTPL against and from all liabilities arising out of such non-compliance, defects and accident liability during working. It is hereby understood and agreed that all liability arising out of any accident at the Site of any nature will be the responsibility of the Service Provider. In no case shall the Service Provider endanger VCTPL or any of its employees, agents or representatives by unsafe working methods. Violation towards safety at work place shall be subject, investigation penalization and termination.

5 GENERAL TERMS

- a) Site Entry pass shall be provided to Service Provider and their staff upon production of valid Photo Identity Proof (Driving license / Voter card / Aadhar card or pan card etc.)
- b) Contractor shall strictly follow security instructions at Site and ensure proper control of its men and material, entry of Contractor's personnel in VCTPL premises shall be with valid entry passes only, issued and approved by VCTPL security.
- c) Contractor should ensure that no damage is done to the property of VCTPL at the time of execution of Services.
- d) VCTPL shall not responsible for any damage / accident for Contractor's men and machine during execution of Services.
- e) Personnel who are under the influence of alcohol shall not be allowed inside the Site.
- f) Photography is strictly prohibited.
- g) The Contractor should submit the police verification of the all his workers deployed at VCTPL premises.
- h) All manpower deputed at the Site, will display their badge and/or identity card issued by the Service Provider, duly approved by VCTPL to the security personal and/or or any other officer of VCTPL on demand, whilst engaged in Services. This badge and/or identity card will be returned to VCTPL upon closure of this Agreement by efflux of time or earlier determination.
- i) Service Provider is privileged to demand for Security Induction to all his employees by the Security Officer on Duty.
- j) Service Provider is responsible for all the acts of his employees with reference to security with in the premises.

6 BREACH OF SECURITY & SAFETY

S No	Nature of offence/Negligence	Liquidated Damages per incident
1	Theft/Pilferage	Rs. 1,000 or Actual Loss whichever is higher.
2	Loss of Entry pass	As per Tariff
3	Carrying tobacco products like Bidi. Cigarette, gutkha, pan etc.	Rs. 1,000
4	Smoking at Site	Rs. 500
5	Bringing explosives or inflammable material	Termination of Agreement. VCTPL shall take appropriate action against Service Provider as it may deem necessary.
6	Each unauthorized entry/forced entry of manpower, material and vehicle	Rs. 5,000.00
7	Committing unsafe act	Rs. 1000.00

