

Volume – 1,

Section 3

Conditions of Contract

GUJARAT PIPAVAV PORT

CONSTRUCTION WORKS FOR NEW RO-RO YARD – CIVIL AND UTILITIES WORKS

CONDITIONS OF CONTRACT

PART I – GENERAL CONDITIONS OF CONTRACT

The Conditions of Contract, Part I – General Conditions of Contract shall be those forming Part I of the “Conditions of Contract for Construction” first edition 1999, with further amendments, prepared by the International Federation of Consulting Engineers (FIDIC). These Conditions are subject to the variations and additions set out in Part II hereof entitled “Particular Conditions of Contract.”

The FIDIC “Conditions of Contract for Construction”, mentioned above are not included with the present Bid Documents. Copies of the FIDIC “Conditions of Contract for Construction” can be obtained from the:

FIDIC Secretariat and Bookshop
Geneva Airport
Box 311, 27 Route de Pré-Bois, Cointrin
CH-1215 Geneva 15
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Tel: + 41 22 799 49 00 Fax: + 41 22 799 49 01
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PART II – PARTICULAR CONDITIONS OF CONTRACT

The Part II – Particular Conditions of Contract (PCC) constitute amendments and additions to the Part I – General Conditions of Contract (GCC). Clause numbers in this part correspond to those in the Part I – GCC, except for clauses with numbers higher than 20.8. Clauses, having numbers higher than 20.8, are to be construed as additional clauses to the Part I – GCC.

In the event of a conflict or inconsistency between the Part I (GCC) and the Part II (PCC), the provisions stipulated in the Part II (PCC) shall prevail over and supersede those of Part I (GCC).

Clause 1 – General Provision	
Sub Clause 1.1.1 The Contract	Delete Sub-Clause 1.1.1.9 and substitute with the following: ‘Appendix to Tender’ means the pages completed by the Employer and titled as ‘Appendix to Tender’ .
Sub Clause 1.1.2 Parties and Persons	Add the new sub clause 1.1.2.11 after sub clause 1.1.2.10 “Employer’s Auditor” means an internationally reputed third-party auditor, appointed by the Employer at his own cost, charge and expense.
Sub Clause 1.1.3 Dates, Tests, Periods and Completion	Substitute in Sub-Clause 1.1.3.9 the words “365 days” with “Gregorian Calendar year” .
	Add the new sub clause 1.1.3.10 after sub clause 1.1.3.9 “Milestone” means the completion of a part of the Works, or the occurrence of an identified event.
Sub Clause 1.1.4 Money and Payment	Substitute the Sub-Clause 1.1.4.8 with the following: “Local Currency” means Indian Rupees (INR).
Sub-Clause 1.1.6 Other Definitions	Delete sub-para 1.1.6.7 and substitute; “Site” means the places where the Permanent Works are to be executed and to which Plant and Materials are to be delivered and shall comprise the various “Site Portions” as defined in the Drawings.
	Delete the sub clause 1.1.6.9 and substitute with the following “Variation means any change to the Employer’s Requirements with reference to change in scope of Works, repair methodology & specifications and criteria for the testing & performance of the completed Works specified in the Employer’s Requirements or the Works, which is instructed or approved as a variation under Sub-Clause 13 <i>[Variations and Adjustment]</i> .”
	Add the new sub clause 1.1.6.10 after sub clause 1.1.6.9 “Supplier Code of Conduct” means the Maersk Supplier Code of Conduct as included in Annexure.
	Add the new sub clause 1.1.6.11 after sub clause 1.1.6.10 “Port” means the Gujarat Pipavav Port Limited (GPPL).

Sub-Clause 1.2 Interpretation	Insert the following sub-paragraphs after sub-paragraph (d): “(e) the word “tender” is synonymous with “bid”, and “tenderer” with “bidder” and the words “tender documents” with “bidding documents”. (f) In these Conditions, provisions including the expression ‘Cost plus reasonable profit’ require this profit to be one-twentieth (5%) of this Cost unless otherwise indicated in the Appendix to Tender”
Sub-Clause 1.5 Priority of Documents	Delete Sub-Clause 1.5 and substitute the following The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence: (i) The Contract Agreement (ii) Letter of Acceptance (iii) Letter of Tender (iv) the Particular Conditions of Contract (v) the General Conditions of Contracts (vi) the technical Specification (vii) the Drawings (viii) the Bills of Quantities and Schedule of Unit Prices included in the Contractor’s Tender, including the preamble thereto (ix) the Conditions of Tendering (x) the remainder of the Contractor’s tender
Sub-Clause 1.6 Contract Agreement	Delete the words “annexed to the Particular Conditions” and substitute with “given in Contract Forms” at the 3rd line. Replace the word “Employer” with “Contractor” in the last line.
Sub-Clause 1.7 Assignment	Delete the contents of Sub-Clause 1.7 and substitute with the following: “The Employer may assign the whole or any part of the Contract or any benefit or interest in or under the Contract without the prior agreement of the Contractor.
Sub-Clause 1.11 Contractors Use of Employers Documents	Delete the words “, except as necessary for the purposes of the Contract” at the end of paragraph.
Sub-Clause 1.12 Confidential Details	Add the following new paragraph at the end of the Sub-Clause: The Contractor shall treat the details of the Contract and the Employer’s operations and affairs as private and confidential, save in so far as may be necessary for the purposes of the Contract, and shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the previous consent in writing of the Employer. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose award shall be final. On completion of the Contract or on instruction from the Engineer the Contractor shall hand over to the Engineer all drawings, data, reports, maps and other similar

	documents prepared or received in connection with the Contract. The Confidentiality provision shall extend to the Contractor and Contractor's Personnel.
Sub-Clause 1.13 Compliance with Laws	Sub-paragraph (b) is amended to The Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, building permits, licences and approvals, as required by the Laws in relation to the execution and completion of the Works including for the design of any part of the Works for which he is responsible and the remedying of any defects; and the Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so. INSERT at the end of Sub-Clause 1.13: (c) and the business contact information regarding a Party's personnel and/or third parties engaged by it may be shared for the purposes of maintaining the contractual business relationships between the Parties, e.g. contract management of the contract, payments and/or business development. The Parties shall handle such business contact information according to their privacy policies and practices. It is each Party's responsibility to have a legal basis (i.e. privacy notice, consent, etc.) for sharing such business contact information with the other party. Maersk's global privacy policy is available at www.maersk.com. The Parties may transfer such information to any country where their global organization operates and hereby authorizes such transfer per se and on behalf of such personnel and/or third parties. If required by applicable laws, the Parties agree to sign any additional document required to allow the transfer of such data outside its country of origin. In the event of any difference between the Contract and the any applicable law, the requirement for the stricter obligation or standard shall prevail.
New Sub-Clause 1.15	Add the new sub clause 1.15 after sub clause 1.14: "If the Employer determines that the Contractor and/or any of its personnel, or its agents, or its Subcontractors, sub-consultants, services providers, suppliers and/or their employees has engaged in corrupt, fraudulent, collusive coercive, or obstructive practices, in competing for or in executing the Contract, then the Employer may, after giving 14 days' notice to the Contractor, terminate the Contractor's employment under the Contract and expel him from the Site, and the provisions of Clause 15 shall apply as if such expulsion had been made under Sub-Clause 15.2. For the purposes of this Sub-Clause, (a) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of any value to influence the actions of a public official in the selection process or in contract execution; (b) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection Process or the execution of a contract; (c) "collusive practice" means a scheme or arrangement between two or more Tenderers, with or without the knowledge of the Employer, designed to establish prices at artificial, non-competitive levels;

	(d) “coercive practice” means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract. (e) “obstructive practice” is (i) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an Employer’s investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or (ii) acts intended to materially impede the exercise of the Employer’s inspection and audit rights.
Clause 2 – The Employer	
Sub-Clause 2.1 Right of Access to the Site	Delete the first paragraph of the Sub-Clause and substitute: The Employer shall give the Contractor right of access to, and possession of, the various Site Portions in stages to facilitate work being carried out by others concurrently at the Site. The Contractors right of access to, and possession of, the Site Portions shall be granted by the Employer in accordance with the requirements and restrictions defined of the Specification.
Sub-Clause 2.3 Employer’s Personnel	Delete the first paragraph of the Sub-Clause and substitute: The Employer shall use his best endeavours to ensure that the Employer’s Personnel and third party contractors on the Site:
Sub-Clause 2.4 Employer’s Financial Arrangements	DELETE this Sub-Clause in its entirety.
Clause 3 – The Engineer	
Sub-Clause 3.1 Engineer’s Duties and Authority	Delete the third paragraph of the Sub-Clause and substitute: The Engineer may exercise the authority attributable to the Engineer as specified in or necessarily to be implied from the Contract. The Engineer shall not take any final decision under any of the following Clauses of the Contract unless he has obtained the Employer’s specific written approval (after having given his initial determination to the Employer): (a) Sub-Clause 8.4 [Extension of Time for Completion] - award any extension to the Time for Completion; (b) Sub-Clause 8.8 [Suspension of Work] - order any suspension of the whole of the Works;

	(c) Sub-Clause 10.1 [Taking Over of the Works and Sections] - issue the Taking Over Certificate; (d) Sub-Clause 12.3 [Evaluation] (e) Sub-Clause 13.3 [Variation Procedure] - order any Variation or approve any quotation therefor from the Contractor (other than in the case of a Variation which is urgently required for the safety of the Works or personnel or property on or adjacent to the Site); or (f) Sub-Clause 20.1 [Contractor's Claims] - approve any adjustment to the Contract.
Sub-Clause 3.4 Replacement of the Engineer	DELETE "42 days" and REPLACE with "21 days".
Sub-Clause 3.5 Determinations	Add new paragraph to the end of the Sub-Clause: If dispute resolution proceedings are not commenced under Clause 20 [Claims, Disputes and Arbitration] within 28 days of the Engineer giving the Parties notice of a determination, such determination shall become final and binding on the Parties and may not be challenged under Clause 20 [Claims, Disputes and Arbitration].
New Sub-Clause 3.6 Determinations	Add the new sub clause 3.6 after sub clause 3.5: "The Engineer and the Contractor's Representatives (Sub-Clause 1.1.2.5 and 4.3) shall attend progress review meetings called by the Employer to review the progress of the Works and other issues related with the Contract. The Engineer shall record the business of such meetings and supply copies of the record to the Employer, Contractor and other concerned persons/authorities. In the record of meetings, the responsibility for any actions to be taken shall be in accordance with the Contract."
Clause 4 – The Contractor	
Sub-Clause 4.1 – Contractors General Obligations	Add the following after the fifth paragraph: The Contractor shall answer in written form all Employer's or Engineer's letters or notes (received in written form either by mail, fax or e-mail) within three working days after receiving such letters or notes. The Contractor shall attend all meetings in accordance with the requirements of the Specification as well as any other adhoc meetings that the Engineer may convene from time to time to review or discuss any other issues deemed by the Engineer to be of relevance to the Works. Add new Sub-clause 4.1.1 "The Contractor warrants that all responses and related information that it (or its sub- contractors) has given to the Employer's regulatory-compliance questions prior to execution of this Agreement, are, and undertakes that answers to all such subsequent questions shall be, accurate and complete. The Contractor and its sub-contractors shall co-operate in any reasonable,

	additional regulatory or other compliance due diligence that the Employer determines is necessary so as to ensure compliance. The Contractor shall save, indemnify, defend and hold harmless the Employer from all fines, penalties and all associated expenses arising out of or resulting from the violation by the Contractor of any of its obligations under clauses 6.25 and 6.27. The Contractor shall ensure that its sub-contractors comply with the provisions of this Clause 4.1.1”
Sub-Clause 4.2 Performance Security	Delete the second paragraph of the Sub-Clause and substitute: The Contractor shall deliver the Performance Security to the Employer within 14 days after receiving the Letter of Acceptance and shall send a copy to the Engineer. The Performance Security shall be issued by a Scheduled Bank (as defined in the “Reserve Bank of India Act, 1934”) to be proposed by the Contractor and approved in advance in writing by the Employer, and shall be in the form annexed as Section 5 or in another form approved by the Employer. Delete the word “or” at the end of sub-para (c) of fourth paragraph of Sub-Clause 4.2. Add the following paragraph at the end of to this Sub-Clause: Without limitation to the preceding provisions of this Sub-Clause, whenever the Engineer determines that the Contract Price has increased or decreased as a result of a change in cost and/or as a result of Variations by an amount of more than 25 per cent, the Contractor shall at the Engineer's request promptly increase, or decrease, as the case may be, the value of the Performance Security by an equal percentage.
Sub-Clause 4.3 Contractor's Representative	Add the following paragraph at the end of this Sub-Clause: The Contractor's Representative shall have the authority to make decisions and negotiate on behalf of the Contractor. An appropriate notarised power of attorney shall be provided upon appointment of the Contractor's Representative.
Sub-Clause 4.4 Subcontractors	Delete Sub-Clause 4.4 and substitute the following The Contractor shall not subcontract: (a) the whole or substantially the whole of the Works; (b) the Contractor's project management functions and obligations under the Contract; (c) the Contractor's obligations for quality control; (d) the Contractor's obligations for safety; or (e) the Contractor's obligations for environmental management.

	The Contractor shall be responsible for the acts or defaults of any Subcontractor (including a nominated subcontractor), his agents or employees, as if they were the acts or defaults of the Contractor. Unless otherwise stated in the Contract the Contractor shall not be required to obtain consent to: (f) suppliers of Materials where the value of such supply does not exceed the equivalent of INR 30,00,000, (g) a subcontract where the value of such subcontract does not exceed the equivalent of INR 30,00,000; or The prior consent of the Engineer (including of the terms of the proposed subcontract) shall be obtained to other proposed suppliers of Materials and Subcontractors; The Contractor shall, when seeking consent to subcontract part of the Works in accordance with this Sub-Clause provide the Engineer with the following: (h) details of the value of the subcontract; (i) evidence to confirm that the proposed Subcontractor is experienced and competent in the relevant work proposed to be subcontracted and is properly registered or licensed to undertake the work; and (j) any such other information as the Engineer may reasonably require. The Contractor shall give the Engineer not less than 28 days' notice of the intended date of the commencement of each Subcontractor's work, and of the commencement of such work on the Site; Each subcontract shall include provisions which would entitle the Employer to require the subcontract to be assigned to the Employer under Sub-Clause 4.5 [Assignment of Benefit of Subcontract] (if or when applicable) or in the event of termination under Sub-Clause 15.2 [Termination by Employer]. The Contractor shall ensure that the requirements imposed on the Contractor by Sub-Clauses 1.12 [Confidential Details], Sub-Clause 4.8 [Safety Procedures] (excepting sub-paragraph (d)), paragraph 1 of Sub-Clause 4.9 [Quality Assurance], Sub-Clauses 4.14 [Avoidance of Interference], Sub-Clause 4.18 [Protection of the Environment], and Clause 6 [Staff and Labour] apply equally to each Subcontractor. Where practicable, the Contractor shall give a fair and reasonable opportunity for contractors from India to be appointed as Subcontractors.
Sub-Clause 4.6 Cooperation	Delete Sub-Clause 4.6 and substitute the following The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to: (a) the Employer and the Employer's Personnel, (b) any other contractors employed by the Employer

	(c) any contractors engaged on the Site by any third party with the approval of the Employer or the Engineer, and (d) the personnel of any legally constituted public authorities of the Country, who may be employed in the execution on or near the Site of any work whether or not included in the Contract. The Contractor shall be responsible for his construction activities on the Site, and shall coordinate his own activities with those of the third party contractors to the extent (if any) specified or inferred from the Specifications or as shall otherwise become known (or ought to become known) to the Contractor. The Contractor shall not hinder or obstruct the third party contractors' activities on Site. If the Contractor cannot resolve issues arising with the coordination of the third party contractors, the Contractor shall request a decision from the Engineer. The Engineer's decision on all co-ordination matters shall be final and binding unless or until opened up, reviewed and revised pursuant to Sub-Clause 20.6 [Arbitration]. The Contractor agrees to allow the Employer, the Employer's Personnel, their respective agents and advisers and any other persons authorised in writing by the Employer or the Engineer such access to the Site and to documentation in relation to the Contract at such times as the Employer shall reasonably require. The Contractor shall assist and co-operate with the Employer, the Employer's Personnel and any contractors engaged by the Employer for the supply of the operating equipment to be used on the completed works in installation and commissioning the operating equipment and its effective integration with the Works so as to enable the successful completion of all inspections and Tests on Completion. Without limiting the foregoing, the Contractor shall make available: (e) that portion of the Works required for installation and commissioning of the operating equipment by the applicable time for completion and allow the relevant Employer's contractors access thereto; and (f) to the relevant Employer's contractor the power supply and other utilities required for installation and commissioning of the operating equipment. The Contractor shall obtain, co-ordinate and submit to the Engineer for his information all details of the proposed works (insofar as they may affect the execution and construction of the Works) of any of the above parties. The Contractor shall be responsible for the locations of their work or materials, in order to ensure that there is no conflict with the work of the Contractor or his subcontractors. The Employer shall give the Contractor all necessary authorisations within the Employer's possession to enable the Contractor to comply with this Sub-Clause. The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses in respect of any claim made or proceedings brought by any authorised access to the Site and to documentation in relation
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	to the Contract in accordance with this Sub-Clause 4.6 [Co-operation] arising as a result of the Contractor's or his Subcontractors' presence or negligence or wilful misconduct upon such property or failure to comply with the obligations set out in this Sub-Clause 4.6 [Co-operation].
Sub-Clause 4.7 Setting Out	Add the following paragraph at the end of the Sub-Clause: The Contractor shall give to the Engineer not less than 48 hours notice in writing of his intention to set out or give levels for any part of the Works so that timely arrangement may be made for checking or issuing instructions. He shall indicate therein by which date the information, if any is required by him.
Sub-Clause 4.7.1 Prior Work	Add the following new Sub-Clause 4.7.1: Where the proper execution of the Works is dependent upon or appreciably affected by the quality or completeness of any work on or around the Site to be carried out or that has been carried out by any other person (the "Prior Work") the Contractor shall inspect the Prior Work as soon as is practicable after the Employer gives the Contractor possession of the site. If the Contractor discovers any defects or matters in or connected with the Prior Work which in his opinion render or are likely to render the Prior Work unsuitable, unsatisfactory or detrimental in any way to the proper execution of the Works, he shall forthwith notify the Engineer in writing providing: (a) full particulars of the defects or matters identified; (b) the reasons for the opinion formed by him in respect of the defects or matters identified; and The Contractor shall not commence or continue with the execution of any part of the Works dependent upon or appreciably affected by the Prior Work the subject of the notification referred to above. On receipt of the Contractor's notification the Engineer shall investigate the Prior Work the subject of the notification and if the Engineer agrees with the Contractor, subject to the receipt of the Employer's prior written approval, issue an instruction to the Contractor and value any work carried out or to be carried out by the Contractor by reason of that direction as a Variation under Sub-Clause 12.1 [Employer's Right to Vary]/13.3[Variation Procedure] or if the Engineer disagrees with the Contractor, issue an instruction to the Contractor to commence or continue with the Works. If the Contractor fails to: (c) inspect the Prior Work as required by this Sub-Clause; or (d) after carrying out the inspection of the Prior Work as required by this Sub-Clause, notify the Engineer of any defects or matters which should have been detected at the time of such inspection by a competent and experienced contractor and which may render the Prior Work unsuitable, unsatisfactory or detrimental in any way for the proper execution of the Works,

	and the Prior Work subsequently proves to be unsatisfactory for the proper execution of the Works, then any work which is required to be executed in order to render the Prior Work suitable, satisfactory and non-detrimental for the proper execution of the Works shall be performed by the Contractor at his own expense.
Sub-Clause 4.8 – Safety Procedures	Delete sub-paragraph (a) and replace as follows; (a) comply with all applicable safety regulations as well as the detailed health and safety requirements as defined in the Specification including the development of an approved Safety Management Plan and instructions from the Engineer and the Employer; In sub-paragraph (c) after “obstruction” and before “so” INSERT “and keep Contractor’s Equipment in a state” Delete “and” from the end of sub-paragraph (d) and Replace “.” with “, and” at the end of sub-paragraph (e). Add a new sub-paragraph (f) at the end of sub-Clause 4.8: “(f) The Contractor shall also take adequate precautions to ensure that his operations do not present any hazard to the navigation and other operations in the sea around the Site.”
Sub-Clause 4.9 Quality Assurance	Delete the second paragraph of the Sub-Clause and substitute: The Contractor shall be responsible for quality management of the Works including the implementation of his quality management system and the development, submission and implementation of an approved Project Quality Plan in accordance with the requirements of the Specification.
Sub-Clause 4.10 Site Data	Insert the following at the end of 1st paragraph of this Sub-Clause 4.10: “Accordingly, the Contractor shall have no claim in this regard.” Delete the words “To the extent which was practicable (taking account of cost and time),” from the beginning of 1st sentence of 2nd paragraph of Sub-Clause 4.10 and start the sentence with “The” instead of “the”. Delete the words “To the same extent” from beginning of 2nd sentence of 2nd paragraph of Sub-Clause 4.10 and start the sentence with “The” instead of “the”. Add the following paragraph at the end of the Sub-Clause: Data made available by the Employer, in accordance with this Sub-Clause, shall be deemed to include data listed elsewhere in the Contract as available for inspection at the offices of the Employer (located at the address stated in the Appendix to Tender):
Sub-Clause 4.14	Add the following after the sub-clause (b):

Avoidance of Interference	(c) the terminal operations of the Employer or of the other operators on the Site. (d) the activities of other parties carrying out works in the vicinity of the Site or within areas for which the Contractor has been granted Non-exclusive Right of Access in accordance with the requirements of the Specification. The Contractor accepts the priority of the Employer's port / terminal operations with regard to his own activities.
Sub-Clause 4.15 Access Route	Add the following paragraph after the sub-clause (e): (f) The Contractor shall comply with all the access requirements of Site security / access / egress arrangements and in particular the requirements of the Employer. Add the following paragraphs at the end of the Sub-Clause: In case any operation connected with the traffic / access necessitates diversion, obstruction or closure of any road, railway or any other "right of way" the approval of the Engineer and the respective competent authorities shall be obtained well in advance. "If any damage occurs to any bridge or road communicating with or on the routes to the Site arising from the transport of materials, equipment or plant, the Contractor shall notify the Engineer with a copy to the Employer, as soon as he becomes aware of such damage or as soon as he receives any claim from the Authority entitled to make such claim, whichever happens earlier. Where under any law or regulation the hauler of such materials, equipment or plant is required to indemnify the road Authority against damage, the Employer shall not be liable for any costs, charges or expenses in respect thereof or in relation there to." Access routes shall also include access by sea. The Contractor acknowledges that use of navigable areas adjacent to the Works by ships and other craft will continue throughout the Contract Period. The Contractor will only be permitted to move and moor marine plant or construction barges and equipment within the marked limits for vessel movement and mooring as shown on the Drawings. The Contractor shall provide for the safe and unimpeded passage of maritime traffic via a clearly marked navigation channel through and/or past the Site. Details of all navigation control procedures shall be agreed by the Contractor with the appropriate Authority for the section of the navigable area in which the Works are being carried out. The Contractor, at all times, shall not allow barge traffic, or other plant or equipment to interfere in any way with navigation through and/or past the Site or the approaches thereto and shall comply with all orders and directions given to him from time to time by any applicable Authority, the Employer or the Engineer in respect of navigation and shall conform in every way to their requirements in respect of mooring, marking, lighting and watching/monitoring any structure, craft or equipment which may be used in the construction of the

	Works. The Contractor shall at all times observe and comply with all Laws, including regulations and orders relating to navigation and anchoring of floating plant to be used throughout the Works and any instruction that may be given by the Engineer. The Contractor shall carry out his work strictly in an approved manner and as agreed from time to time with the Harbour Master and Engineer.
Sub-Clause 4.18 Protection of the Environment	Delete Sub-Clause 4.18 and substitute the following: The Contractor shall comply with the detailed environmental management requirements as defined in the Specification including the development, submission and implementation of an approved Construction Environmental Management Plan (CEMP). The Contractor shall ensure that the magnitude, intensity or quality of any emissions, surface discharges and effluent from the Contractor's activities shall not exceed the values or criteria defined in the Contractors approved CEMP or those prescribed by applicable Laws.
Sub-Clause 4.19 Electricity, Water and Gas	Delete the first paragraph and substitute: The Contractor shall be responsible for ascertaining, securing and providing all power, water, wastewater, gas, telecommunications and other services to and within the Site as necessary for the completion of the Works. The Contractors arrangements in this regard shall comply with the requirements of the Contract including the detailed requirements defined in the Specification.
Sub-Clause 4.20 Employer's Equipment and Free-Issue Material	Delete entire Sub-Clause 4.20 and replace with the following: "There shall be no free issue of any materials or Equipments by the Employer".
Sub-Clause 4.21 Progress Reports	Add the following: The Contractor's forecast of the cost of the Works expected to be performed within the next three months. The Contractor shall comply with the Employer's requirements for work progress reporting, in the form(s) and format(s) as approved by the Engineer." Report on the climatic conditions under which the works were executed and record on the dates, duration and nature of exceptionally adverse climatic conditions which occurred during the reported period.
Sub-Clause 4.22 Security of the Site	Add the following: The Contractor shall ensure the security of the Site during the whole period of execution and shall be responsible for taking the necessary steps to prevent any loss or accident, which may result from carrying out the Works. The Contractor shall take all essential steps, on his own responsibility and at his expense, to ensure that existing structures and installations on the Site are protected, preserved and maintained.

Sub-Clause 4.23 Contractor's Operations on Site	Delete second paragraph and substitute; During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works which are no longer required. The Contractor shall be responsible for site maintenance, cleaning and waste management in accordance with the detailed requirements of the Specification. Prior to the submittal of the Contractor's application for a Taking-over Certificate for a Section, the Contractor shall undertake final cleaning of all completed permanent Works to remove all surplus material, construction debris, wreckage and rubbish. Drainage elements shall be flushed clean to remove any accumulated material and all other service pits shall be cleaned out with particular attention to any pit drainage or weepholes. The frames of all cast iron service pit access covers shall be cleaned and greased. The final cleaning of the site shall be to the satisfaction of the Engineer.
New Sub-Clause 4.25 Supplier Code of Conduct	Add the new sub clause 4.25 after sub clause 4.24: The Contractor shall, in performing the Contract, adhere to the Supplier Code of Conduct. In the event of any difference between the Contract and the Supplier Code of Conduct, the document providing for the stricter obligation or standard shall prevail.
New Sub-Clause 4.26 Breach of Supplier Code of Conduct	Add the new sub clause 4.26 after sub clause 4.25: If the Contractor breaches the Supplier Code of Conduct or fails to collaborate with the Employer's Auditor during an audit under Sub-Clause 4.28 [<i>Compliance Auditing</i>], and any such breach or failure has not been remedied to the satisfaction of the Employer within 28 days of receipt by the Contractor of a notice from the Employer requiring the Contractor to remedy the same (or such longer period as may be specified in the said notice), the Employer shall be entitled to terminate the Contract in accordance with Sub-Clause 15.2 [<i>Termination by Employer</i>].
New Sub-Clause 4.27 Anti-Corruption and Export Control Compliance	Add the new sub clause 4.27 after sub clause 4.26: The Contractor shall, in performing the Contract, undertake and represent that it and all of its affiliates, directors, officers or subcontractors will comply in all material respects with all applicable laws, rules, regulations or similar instruments relating to anti-corruption, competition law and foreign trade controls (export controls and sanctions laws of the UN, the EU and US or other relevant regulator) and shall promptly notify the Employer in case it becomes aware or receives notice of a (alleged) violation of any applicable law. For the purposes of clarity: The Contractor will not give, promise or attempt to give or approve the giving of anything of value to any person, for illegal purposes or for improperly obtaining or retaining business.

	The Contractor shall not deal, or cause the Employer to deal with, any person or entity in respect of transactions prohibited by foreign trade controls, except with Employer's prior written consent; or which could damage the Employer's commercial or other reputation interests, even if not in violation of any foreign trade controls. The Contractor has established processes, shall maintain policies and procedures to prevent violation of this Sub-Clause, and the Contractor shall maintain adequate records to verify and demonstrate its compliance with these provisions. The Contractor shall, upon written request from the Employer, confirm in writing its compliance with any of the provisions in this Sub-Clause 4.27 and provide any demonstration or proof of compliance as requested. If the Contractor breaches any of its obligations or representations in this clause, the Employer may terminate this Agreement with immediate effect without incurring any liability in accordance with Sub-Clause 15.2 [<i>Termination by Employer</i>]. The Contractor shall indemnify, defend and hold harmless the Employer from all fines, penalties and all associated expenses arising out of or resulting from a violation of any of its obligations under this Sub-Clause 4.27.
New Sub-Clause 4.28 Compliance Auditing	Add the new sub clause 4.28 after sub clause 4.27: The Employer shall have the right to appoint an Employer's Auditor to audit and verify all matters in connection with the Contractor's compliance with the Contract. The Contractor shall cooperate with the Employer's Auditor, provide access to all relevant sites and arrange interviews with all relevant personnel of the Contractor or any Subcontractor. If the Employer's Auditor determines any concerns, the Contractor shall without any undue delay present the Employer with an improvement plan, which shall ensure that all such concerns are dealt with and remediated in a manner satisfactory to the Employer.
Clause 5 – Nominated Subcontractors	
Sub-Clause 5.2 Objection to Nomination	In sub-paragraph (b) DELETE "the subcontract does not specify that the nominated Subcontractor shall" and REPLACE with "the nominated Subcontractor does not accept to". In sub-paragraph (c) DELETE "the subcontract does not specify" with "the nominated Subcontractor does not accept to enter into a contract which specifies".
Clause 6 – Staff and Labour	

Sub-Clause 6.6 Facilities for Staff and Labour	Delete the second paragraph and substitute; The Contractor shall not permit any of the Contractor's Personnel to maintain any temporary or permanent living quarters within the Pipavav Port Area or within the Site.
Sub-Clause 6.7 Health and Safety	Delete Sub-Clause 6.7 and substitute the following: The Contractor shall comply with the detailed health and safety requirements as defined in the Specification and APMT HSE standard including the appointment of a full-time site Health and Safety Manager and the development, submission and implementation of an approved Health and Safety Management Plan. The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. In collaboration with the local health authorities, the Contractor shall ensure that medical staff, first aid facilities, sick bay and ambulance service are available at all times at the Site and at any accommodation for Contractor's and Employer's Personnel, and that suitable arrangements are made for all necessary welfare and hygiene requirements and for the prevention of epidemics.
Sub-Clause 6.8 Contractors Supervenience	Add at the end of Sub-Clause 6.8: A reasonable proportion of the Contractor's superintending staff shall be able to understand and communicate in English and Hindi.
Sub-Clause 6.9 Contractor's Personnel	Add sub-paragraph (e) to the end of the first paragraph (d) (e) be determined to have engaged in corrupt, fraudulent or coercive practice during the execution of the Works Add the following paragraphs at the end of Sub-Clause 6.9: "If the key personnel named in the Contractor's proposal could not be in place on the date as per the intent of the Sub-Clause 8.3 [Programme]; the Engineer may suspend that part of the Works until those key personnel, or a suitably replacement staff is provided. The replaced key personnel shall be equal to or better than the original proposed key personnel in terms of experience and qualification. Consent of such replaced personnel shall be obtained from the Engineer by the Contractor, before putting such replaced personnel in place. Any cost and time effect of such suspension of part of the Works shall be borne by the Contractor."
Sub-Clause 6.10 Records of Contractors Personnel and Equipment	Delete Sub-Clause 6.10 and substitute the following; The Contractor shall submit, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractors Equipment on the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has

	completed all work which is known to be outstanding at the completion date stated in the Taking-Over Certificate for the Works.
New Sub-Clause 6.12 Employment of Local Personnel	Add the following new Sub-Clauses 6.12 after new sub clause 6.11 The Contractor is encouraged, to the extent practicable and reasonable, to employ labour from sources within India.
New Sub-Clause 6.13 Foreign Staff and Labour	Add the following new Sub-Clauses 6.13 after new sub clause 6.12 The Contractor may import any personnel who are necessary for the execution of the Works. The Contractor must ensure that these personnel are provided with the required residence visas and work permits. The Contractor shall be responsible for obtaining all Contractors related permits, way leaves and work permits for foreign nationals as prescribed by the laws of the Country. The Contractor shall be responsible for the repatriation Contractor's non- local Personnel. In the event of the death in the Country of any of these personnel or members of their families, the Contractor shall similarly be responsible for making the appropriate arrangements for their return or burial.
New Sub-Clause 6.14 Measures against Insect, wild animals and Pest Nuisance	Add the following new Sub-Clauses 6.14 after new sub clause 6.13 The Contractor shall at all times take the necessary precautions to protect all staff and labour employed on the Site from insect, wild animals and pest nuisance, and to reduce their danger to health. The Contractor shall provide suitable prophylactics for the Contractor's Personnel and shall comply with all the regulations of the local health authorities, including use of appropriate insecticide and other methods.
New Sub-Clause 6.15 Alcoholic Liquor and Drugs	Add the following new Sub-Clauses 6.15 after new sub clause 6.14 The Contractor shall not allow any alcoholic liquor or prohibited drugs on the Site.
New Sub-Clause 6.16 Arms and Ammunition	Add the following new Sub-Clauses 6.16 after new sub clause 6.15 The Contractor shall not allow any arms or ammunition of any kind on the Site.
New Sub-Clause 6.17 Festival and Religious Customs	Add the following new Sub-Clauses 6.17 after new sub clause 6.16 The Contractor shall respect the recognised national and state festivals, days of rest and religious or other customs in the Country.
New Sub-Clause 6.18 Supply of Foodstuffs	Add the following new Sub-Clauses 6.18 after new sub clause 6.17 The Contractor shall arrange for the provision of a sufficient supply of suitable food at reasonable prices for the Contractor's Personnel for the purposes of or in connection with the Contract.

New Sub-Clause 6.19 Supply of Water	Add the following new Sub-Clauses 6.19 after new sub clause 6.18 The Contractor shall provide on Site an adequate supply of drinking and other water for the use of the Contractor's Personnel.
New Sub-Clause 6.20 Funeral Arrangements	Add the following new Sub-Clauses 6.20 after new sub clause 6.19 The Contractor shall be responsible, to the extent required by local regulations, for making any funeral arrangements for any of his local employees who may die while engaged under the Works.
New Sub-Clause 6.21 Forced or Compulsory Labour	Add the following new Sub-Clauses 6.21 after new sub clause 6.20 The Contractor shall not employ "forced or compulsory labour" in any form. "Forced or compulsory labour" consists of all work or service, not voluntarily performed, that is extracted from an individual under threat of force or penalty.
New Sub-Clause 6.22 Prohibition of Harmful Child Labour	Add the following new Sub-Clauses 6.22 after new sub clause 6.21 The Contractor shall not employ or allow any child to perform any work on Site. A child shall be defined as a person who has not completed their eighteen year of age on/before day of commencement.
New Sub-Clause 6.23 Breach of Employer Auditor	Add the following new Sub-Clauses 6.23 after new sub clause 6.22 If a Contractor breaches the Code or fails to collaborate with the Employer's Auditor during an audit under clause 4.28, and any such breach or failure has not been remedied to the satisfaction of the Employer within 28 (twenty-eight) days of receipt by the Contractor of a notice from the Employer requiring the Contractor to remedy the same (or such longer period as may be specified in the said notice), the Employer shall be entitled to determine the Contract in accordance with Clause 15.2.
Clause 7 – Plant, Material and Workmanship	
Sub-Clause 7.4 Testing	Add the following paragraph at the end of the Sub-Clause: "The Contractor shall not be released from any liability or obligation under the Contract by reason of any such inspection or testing or witnessing of testing, or by the submission of reports of inspection or testing to the Engineer."
Sub-Clause 7.6 Remedial Work	Add the following paragraph at the end of the Sub-Clause: In addition to the costs for the removal of improper work, materials or plant, the Contractor shall be liable for the additional costs of the Engineer's services in supervising and administering these works. These costs shall be determined as the additional amount charged by the Engineer to the Employer for the provision of engineering services related to this item.

Clause 8 – Commencement, Delays and Suspension	
Sub-Clause 8.1 Commencement of Work	In the second sentence delete “42 days” and insert “14 days from the date of LOA”.
Sub-Clause 8.3 Programme	Delete the first two sentences of the first paragraph and substitute: The Contractor shall submit a detailed time programme to the Engineer within 7 days after receiving the notice under Sub-Clause 8.1 (Commencement of Works). The Contractor shall also submit a revised programme whenever the previous programme is inconsistent with actual progress or with the Contractor's obligations including whenever the Engineer has granted an extension of time to complete the Works under Sub-Clause 3.5 and 20.1.
Sub-Clause 8.4 Extension of Time for Completion	Delete sub-paragraphs (a) to (e) and substitute: (a) a Variation (unless an adjustment to the Time for Completion has been agreed under Sub-Clause 13.3 [<i>Variation Procedure</i>]) (b) a cause of delay giving an entitlement to extension of time under the following provisions of this Contract: (i) Sub-Clause 1.9 [Delayed Drawings or Instructions]; (ii) Sub-Clause 2.1 [Right of Access to the Site]; (iii) Sub-Clause 4.12 [Unforeseeable Physical Conditions] (iv) Sub-Clause 4.24 [Fossils]; (v) Sub-Clause. 7.4 [Testing]; (vi) Sub-Clause 8.5 [Delays Caused by Authorities]; (vii) Sub-Clause 10.3 [Interference with Tests on Completion]; (viii) Clause 13 [Variations and Adjustments]; (ix) Sub-Clause 16.1 [Contractor's Entitlement to Suspend Work]; (x) Sub-Clause 17.4 [Consequences of Employer's Risks]; and (xi) Sub-Clause 19.4 [Consequences of Force Majeure]; (c) any suspension of the Works pursuant to Sub-Clause 8.8 [Suspension of Work] (except if and to the extent that such suspension arises by reason of the Contractor's default); or (d) any default, negligence or act of prevention on the part of the Employer, his employees, Third Party Contractors or the Engineer in connection with the Works. Add the following paragraphs at the end of the Sub-Clause: For the avoidance of doubt, the Contractor will only be entitled to an extension of Time for Completion provided it has made all reasonable proper efforts to mitigate any delay. Any failure by the Employer to rely upon any antecedent breach of a condition precedent will not amount to a waiver by the Employer of its rights in this respect.

	Further, where more than one event causes concurrent delays and the cause of at least one of those events, but not all of them, is a cause of delay which would not entitle the Contractor to an extension of time then to the extent that the delays are concurrent, the Contractor will not be entitled to an extension of time.
Sub-Clause 8.7 Delay Damages	Add the following paragraphs at the end of the Sub-Clause: The Contractor agrees that the amount of liquidated damages payable in accordance with Sub-Clause 8.7 [<i>Delay Damages</i>] for delay in achieving the relevant Time for Completion constitute a genuine pre-estimate of the loss that would be suffered by the Employer as a result of the Contractor's non-compliance with his obligations under Sub-Clause 8.2 [<i>Time for Completion</i>]. If and to the extent that the obligation to pay such delay damages is unenforceable for any reason, the Contractor shall be liable to pay general damages in respect thereof. If the Engineer extends the Time for Completion under Sub-Clause 8.4 after delay damages have been paid or otherwise accounted for under this Sub-Clause, the extension of the Time for Completion shall not invalidate the Employer's claim for delay damages. In such circumstances the Contractor's liability to pay delay damages shall be limited to the sum due on the basis of the new Time for Completion, and the Employer shall repay or otherwise account for the difference between that sum and the sum which has been paid or otherwise accounted for on the basis of the Employer's claim before the extension of the Time for Completion. Interest shall not be payable by the Employer on any amounts payable or repayable under this Sub-Clause. Once the applicable limit of delay damages is reached, the Employer will be able to suspend this contract and hire third parties to complete the Works. Any cost associated with the hiring of third parties to complete the Works shall be recovered from the Contractor.
Sub-Clause 8.8 Suspension of Work	Add the following paragraph at the end of the Sub-Clause: Without prior written approval from Engineer to do otherwise, throughout any suspension, the Contractor will maintain its Contractor's Personnel ready to recommence work. The Contractor will notify the Engineer of details of any of its Contractor's Personnel that it proposes to redeploy to other projects and the Engineer may require the Contractor not to so redeploy any of the Contractor's Personnel it considers to be essential to the Works.
New Sub-Clause 8.13 Other Contractors	Add the following to Sub-Clause 8.13 after sub clause 8.12 The Contractor shall take due account of the presence of other contractors, employed by the Employer or by other parties, who may be working immediately adjacent to or overlapping with the Contractor's Site during part or all of the Contract period in accordance with the provisions of Sub-Clause 4.6. The Contractor will be deemed to have taken all reasonable steps to avoid delay and interference with or from these other contractors and will not be entitled to any extension of Time for Completion as a result of such other contractors.
Clause 9 – Test on Completion	
Sub-Clause 9.1	Delete the first paragraph and substitute:

Contractor's Obligations	The Contractor shall carry out the Tests on Completion required by the Specification in accordance with this Clause and Sub-Clause 7.4 [Testing], after providing the documents in accordance with Sub-paragraph (d) of Sub-Clause 4.1 [Contractor's General Obligations].
Clause 10 – Employer's Taking Over	
Sub-Clause 10.2 Taking Over of Parts of the Works	Add the following to the second paragraph: For the purpose of interpretation of the second paragraph of this Sub-Clause 10.2 and its sub-paragraphs (a) and (b) the temporary use of parts of the Works as are desired by the Employer and his suppliers and contractors or any other person authorized in accordance with the provisions of Sub-Clause 4.6 to install, test and commission systems, facilities, equipment, including cranes and terminal equipment, and to perform trial operations and training of personnel, shall not be deemed as Taking- Over by the Employer. Delete the words "plus reasonable profit" in 4th/5th line and delete "and profit" at the end of 4th paragraph.
Clause 11 – Defects Liability	
Sub-Clause 11.1 Completion of Outstanding Work and Remedying Defects	Add the words "defined in Appendix to the Tender" after "Defects Notification Period" in the first paragraph.
Clause 12 – Measurement and Evaluation	
Sub-Clause 12.3 – Evaluation	Add the following paragraph before the final paragraph of the General Conditions: Any item of work included in the Bill of Quantities for which no rate or price was specified shall be considered as included in other rates and prices in the Bill of Quantities and will not be paid for separately.
Clause 13 – Variation & Adjustment	
Sub-Clause 13.1 Right to Vary	Add the following paragraph at the end of the Sub-Clause. The Employer reserves the right to reduce or delete certain aspects of the Works including items of the Works specified as "Optional" during the construction period by informing the Engineer and Contractor in writing of proposed changes. Calculation of the amended value of work reduced or deleted shall be based on measured work at the rates defined in the Schedules. Add the following before the last paragraph of Sub-Clause 13.1: The Employer may omit and/or reduce any work of the Contract and the Contractor is not deemed to be entitled for any compensation or revision of Contract rates in regard with such omission and/or reduction, provided:

	(i) the total value of such omissions and/or reductions does not exceed 25% of the accepted Contract Price; and (ii) the Employer notifies in writing the omission and/or reduction of the work prior to the Contractor commencing the procurement or other actions of the execution of such work.
Clause 13.4 Payment in Applicable Currencies	The Contract Price and the payments shall be in Indian Rupees (INR) only
Clause 13.5 Provisional Sums	Delete this sub clause in its entirety.
Clause 13.8 Adjustments for Changes in Cost	Replace the Sub-clause with the following: “The Contractor shall not be entitled to claim any additional claim or payment due to rises or falls in the cost of labour, Goods, Materials and any other inputs to the Works.”.
Clause 14 – Contract Price and Payment	
Sub-Clause 14.1 Contract Price	Delete sub-paragraph (b) and substitute; (b) The Contract Price includes all duties, taxes (except GST), materials royalties, TCS, Labour Cess, BOCW Cess, premiums for various insurances, licenses and fees that may be levied in accordance with the Laws and regulations in force as on the Base Date on the Contractor's Equipment, Plant, Materials and supplies acquired for the purpose of the Contract and on the services performed under the Contract. The GST shall be paid extra as per the prevailing rates. The Contract Price shall include expenditure for traffic maintenance to avoid constraints of work, safety, diversion and any precautions required to execute the works and expenditure for liaising/dispute resolve with local authorities/villages which is also in the scope of the Contractor. Add the following after the last paragraph: Nothing in the Contract shall relieve the Contractor from its responsibility to pay any tax including any tax that may be levied in India on profits made by it in respect of the Contract.
Sub-Clause 14.2 Advance Payment	Delete the last sentence of the third paragraph and substitute: This guarantee shall be in the form annexed as Annex III issued by a Scheduled Bank (as defined in the “Reserve Bank of India Act, 1934”) to be proposed by the Contractor and approved in advance in writing by the Employer.

	Delete the sub-paragraph (a) of 5th paragraph of Sub-Clause 14.2 and substitute with the following: (a) “The Employer shall start recovery of Advance payment from the payment certificate in which the total of all certified payments (excluding the advance payment and deductions and repayments of retention) exceeds 10% (ten percent) of the Contract Price less Provisional Sums, until such time as the advance payment has been repaid; always provided that the advance payment shall be completely repaid prior to the time when 80% of the Contract Price has been certified for payment; and” Delete the words “one quarter (25%)” and substitute with “twenty percent (20%)” in the first line of sub-paragraph (b) of 5th paragraph.
Sub-Clause 14.5 Plant and Materials intended for the Works	Delete Sub-Clause 14.5 in its entirety.
Sub-Clause 14.6 Issue of Interim Payment Certificates	Add new fourth paragraph: If the Contractor owes any amount to the Employer in relation to the Contract or otherwise, the Employer may set such amount off against any payment which would otherwise be due from the Employer to the Contractor;
Sub-Clause 14.7 Payment	Delete last para and replace with new paragraph as follows: "Payments will be made to the Contractor to their Bank a/c through electronic payment mode through National Electronic Fund Transfer (NEFT) or as amended from time to time".
Sub-Clause 14.8 Delayed Payment	Delete Sub-Clause 14.8 in its entirety.
Clause 14.15 Currency of Payment	Delete and Replace: The Contract Price and the payments shall be in Indian Rupees (INR) only
New Sub-Clause 14.16 Dues and Duties	Add the new Sub-Clause 14.16 after sub clause 14.15 The Contractor shall pay all freight, insurance charges, GST, harbour dues, pilotage, wharfage, port rates, tolls landing charges, and all other dues in respect of plant and equipment, ancillaries, spares, lubricants, etc imported into India and brought into Gujarat in connection with the Works. This is excluding any port charges levied by the Gujarat Pipavav Port Limited which will be paid by the Employer.
New Sub-Clause 14.17	Add the new Sub-Clause 14.17 after new sub clause 14.16

Local Taxation	The Contract Price shall be exclusive of GST Tax (which shall be paid by the Employer), but shall include all customs duties, import duties, business taxes, and income and other taxes duties, levies, labour cess, BOCW cess, TCS, royalties, etc. that may be levied in accordance with the laws and regulations in being on the date 28 days prior to the latest date for submission of Tenders in the Employer's country on the Contractor's Equipment, and supplies (temporary and consumable) acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the Contract shall relieve the Contractor from his responsibility to pay any tax that may be levied in the Employer's country on profits made by him in respect of the Contract.
New Sub-Clause 14.18 Personal Income Taxes	Add the new Sub-Clause 14.18 after new sub clause 14.17 The Contractor's Personnel will be liable to pay personal income taxes in the Employer's country in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor shall perform such duties in regard to such deductions thereof as may be imposed on him by such Laws and regulations.
Clause 15 – Termination by Employer	
Sub-Clause 15.2 Termination by Employer	Add new sub-paragraphs (g), (h) and (i) as follows: (g) fails to comply with Sub-Clause 4.8 [Safety Procedures], (h) fails to comply with a notice served by the Employer pursuant to Sub-Clause 4.26 [Breach of Supplier Code of Conduct], or (i) fails to comply with Sub-Clause 4.27 [Anti-Corruption and Export Control Compliance], DELETE in the third paragraph “in the case of sub-paragraph (e) or (f)” and REPLACE by “in the case of sub-paragraph (e), (f), (g), (h) or (i)”.
Clause 16 – Suspension and Termination by Contractor	
Sub-Clause 16.1 Contractors Entitlement to Suspend Work	DELETE in the first paragraph “or the Employer fails to comply with Sub-Clause 2.4 [<i>Employer's Financial Arrangements</i>]”. Delete the 2 nd paragraph of Sub-Clause 16.1 in entirety.
Sub-Clause 16.2 Termination by Contractor	DELETE sub-paragraph (a) and (g). Delete the words “or Sub-Clause 1.7 [<i>Assignment</i>]” at the end of sub-paragraph (e) of Sub-Clause 16.2
Sub-Clause 16.4 Payment on Termination	In sub-paragraph (c) DELETE “loss of profit or other loss or”.
Clause 17 – Risk & Responsibility	

Sub-Clause 17.1 Indemnities	Add sub-paragraph (c) as follows: (c) and, any breach by the Contractor of its obligations under Sub-Clauses 4.25 [<i>Supplier Code of Conduct</i>], 4.26 [<i>Breach of Supplier Code of Conduct</i>] or 4.27 [<i>Export Control</i>].
Sub-Clause 17.3 Employer's Risks	Delete the Sub-Clause and substitute with: The risks referred to in Sub-Clause 17.4 below are: (a) war hostilities (whether war be declared or not) invasion act of foreign enemies, (b) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, within the Country, (c) riot, commotion or disorder within the Country by persons other than the Contractor's Personnel and other employees of the Contractor and Subcontractors, (d) munitions of war explosive materials ionising radiation or contamination by radio activity within the Country except as may be attributable to the Contractor's use of such munitions explosives radiation or radio activity or to the Contractor's failure to ensure the removal of UXO in accordance with Sub-Clause 4.25 [<i>Removal of Utilities and Man-Made Obstacles and Unexploded Ordnance</i>]; (e) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, (f) use or occupation by the Employer of any part of the Permanent Works, except as may be specified in the Contract, (g) design of any part of the Works by the Employer's Personnel or by others for whom the Employer is responsible, (h) Not used. (i) breaches of the Contract by the Employer and/or the Employer's Personnel. For the avoidance of doubt, all risks not listed in this Sub-Clause are the Contractor's risks.
Sub-Clause 17.6 Limitation of Liability	Delete the second paragraph and substitute with: The total liability of the Contractor to the Employer, under or in connection with the Contract other than under Sub-Clause 4.19 [<i>Electricity, Water and Gas</i>], Sub-Clause 4.20 [<i>Employer's Equipment and Free-Issue Material</i>], Sub-Clause 17.1 [<i>Indemnities</i>] and Sub-Clause 17.5 [<i>Intellectual and Industrial Property Rights</i>], shall not exceed the sum resulting from the application to the Accepted Contract Amount of a multiplier (less or greater than one) as stated in the Appendix to Tender or (if a multiplier is not so stated), the Accepted Contract Amount. Add at the end of Sub-Clause 17.6: This Sub-Clause shall not apply to a breach by the Contractor of any of Sub-Clauses 1.13 [<i>Compliance with Laws</i>], 4.25 [<i>Supplier Code of Conduct</i>], 4.26 [<i>Breach of Supplier Code of Conduct</i>] or 4.27 [<i>Anti-Corruption and Export Control Compliance</i>].

Clause 18 – Insurance

Sub-Clause 18.2 Insurance for Works and Contractors Equipments

“Delete” the entire Sub-Clause and Substitute:

The insuring Party shall insure the Works, Plant, Materials and Contractor's Documents for not less than the full Accepted Contract Amount and including a provision for the costs of demolition, removal of debris, professional fees and profit. This insurance shall be effective from the Commencement Date until the date of issue of the Taking-Over Certificate for the Works.

The insuring Party shall maintain this insurance to provide cover until the date of issue of the Performance Certificate, for loss or damage for which the Contractor is liable arising from a cause occurring on the Site, including storage, disposal, borrow pit and any other working areas, after the Commencement Date and prior to the issue of the Taking-Over Certificate, and for loss or damage caused by the Contractor on the Site, including storage, disposal, borrow pit and any other working areas, in the course of any other operations (including those under Clause 11 [Defects Liability] and Clause 12 [Tests after Completion]).

The insuring Party shall insure the Contractor's Equipment for not less than the full replacement value, including delivery to Site. For each item of Contractor's Equipment, the insurance shall be effective while it is being transported to the Site and until it is no longer required as Contractor's Equipment.

If the Contractor's Equipment includes vessels, items of floating equipment or watercraft, the insuring Party shall effect, or require that the owners effect, and maintain charterer's liability insurance, customary material damage, hull and machinery insurance with limits of liability of the full replacement cost of the vessel, items of floating equipment or watercraft, and protection and indemnity insurance for a limit of not less than USD 10,000,000 for any one occurrence or series of occurrences arising out of one event.

Unless otherwise stated in the Particular Conditions, insurances under this Sub-Clause:

- (a) in relation to the Works, Plant, Materials and Contractor's Documents located on the Site, including storage, disposal, borrow pit and any other working areas, shall be effected and maintained by the Employer as insuring Party;
- (b) in relation to the Plant, Materials and Contractor's Documents located off the Site, including in the course of transit to and from the Site within the Country, shall be effected and maintained by the Employer as insuring Party. For transit to and from locations outside the Country, the Contractor shall be the insuring Party, naming the Employer and Lenders as co-insured. In the event of transits of any Plants and Materials critical to the timely completion of the Project, the Employer reserves the right to be the insuring Party;
- (c) in relation to the Contractor's Equipment, shall be effected and maintained by the Contractor as insuring Party; and
- (d) coverage for the Works, Plant, Materials and Contractor's Documents shall

	be in the joint names of the Parties, who shall be jointly entitled to receive payments from the insurers, payments being held or allocated between the Parties for the sole purpose of rectifying the loss or damage. The Contractor shall bear the cost of any deductibles applying to any insurance claims made on the Employer's insurance policies which arise from occurrences or events for which the Contractor is responsible under the contract or otherwise and shall, in making any claim, comply with the Employer's insurance claims procedure. The Contractor shall make all of his Subcontractors and suppliers aware of this obligation. All insurances to be effected by the Employer under this contract shall be with insurers and on terms to be approved solely by the Employer. The Contractor shall be deemed to have satisfied himself and shall cause all of his Subcontractors and suppliers to satisfy themselves with regard to the extent of cover provided under the policies of insurance effected by the Employer. The Contractor is deemed to have read and understood all the terms of the insurance provided by the Employer. If, in the Contractor's opinion, the amounts and/or risks insured are insufficient to cover the Contractor's duties, obligations and liabilities under this contract or otherwise, the Contractor may effect such further insurance at Contractor's own cost. The Contractor shall for himself and on behalf of all his Subcontractors and suppliers accept the insurance policies effected by the Employer as if they had been arranged by him directly and shall with all due diligence observe and fulfil and procure that his Subcontractors and suppliers observe and fulfil the terms contained in the said policies. Parties hereby agree that in any type of insurance as herein provided, the insurance institution shall waive its right to subrogate against the Employer in connection with the insurance.
Sub-Clause 18.3 Insurance against Injury to Persons and Damage to Property	"Delete" the entire sub-paragraphs (c) and (d) up to the end of the Sub-Clause.
Sub-Clause 18.4 Insurance for Contractors Personnel	Delete the words "The Contractor" in line 1 of the first paragraph and replace by "Pursuant to Workers Compensation legislation or any other law amending or replacing such legislation, the Contractor". Delete the second paragraph and substitute: The insurance shall cover the Employer and the Engineer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or the Employer's Personnel. Add the following paragraph at the end of the Sub-Clause:

	Provided the Contractor will not be required to take out any Workmen's Compensation Insurance Policy if the workers employed in the Works are eligible for coverage under any employee's social security laws and regulations that may be in place and are so covered. The Contractor shall register his employees and contribute under the relevant social security scheme in the places where the scheme is implemented and comply with the provisions of the relevant laws and regulations. He shall submit the code Number and Insurance Numbers of all the workers on site to the Engineer for checking.
New Sub-Clause 18.5 Worker's compensations	Add the new Sub-Clause 18.5 after sub clause 18.4 Workers' Compensation (including Employer's Liability) covering any person employed by the Contractor or any other of the Contractor's Personnel and protecting the Employer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel.
New Sub-Clause 18.6 Liability for claims	Add the new Sub-Clause 18.6 after new sub clause 18.5 This insurance shall cover the Employer and the Engineer against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the Contractor or any other of the Contractor's Personnel, except this insurance may exclude losses and claims to the extent that they arise from any act or neglect of the Employer or the Employer's Personnel.
New Sub-Clauses 18.7 Time duration of insurance	Add the new Sub-Clause 18.7 after new sub clause 18.6 The insurance shall be maintained in full force and effect during the whole time that these personnel are assisting in the execution of the Works. For a Subcontractor's employees, the Subcontractor, may affect the insurance, but the Contractor shall be responsible for compliance with this Clause.
New Sub-Clause 18.8 Professional Indemnity Insurance	Add the new Sub-Clause 18.8 after new sub clause 18.7 The Employer shall procure and implement its own OCIP (Owners Control Insurance Policy) CAR (Construction All Risks). The detail of the insurance terms is included in this document.
New Sub-Clause 18.9 Additional Insurance	Add the new Sub-Clause 18.9 after new sub clause 18.8 The Contractor shall effect and maintain, in full force until the works are delivered to Employer, subject to the terms set forth herein, the following insurances with an "A" insurance company, incorporated in the Country, satisfactory to Employer, duly authorized to do business in the Country: (a) Automobile liability - Insurance against claims by third parties in respect of bodily injury (including death) and property damage arising out of and in connection with the use of all owned, leased, non-owned and hired vehicles used in connection with the performance of the Works in

	accordance with statutory obligations and for the following minimum limits: (i) in respect of bodily injury (including death), on an unlimited basis; and (ii) in respect of property damage, on a USD 1,000,000 any one occurrence unlimited as to the number of claims basis. (b) Civil liability caused by cargo in transit including hazardous cargo As regards to cargo vehicles that transport raw materials, equipment and/or materials used in the construction of the Works, same shall have the coverage of civil liability for damages related to the cargo, and if required by the scope of the construction works as provided in these Conditions, it shall have coverage of civil liability for any for hazardous cargo. This insurance shall be in an amount not less than the responsibility limits of USD 1,000,000 per occurrence or arising from same event and shall include a contractual liability insurance applicable to Contractor's obligations.
Clause 19 – Force Majeure	
Sub-Clause 19.1 Definition of Force Majeure	Delete Sub-Clause 19.1 and substitute the following: In this Clause, "Force Majeure" means an exceptional event or circumstance: (a) which is beyond a Party's control, (b) which such Party could not reasonably have provided against before entering into the Contract, (c) which, having arisen, such Party could not reasonably have avoided or overcome, (d) which is not substantially attributable to the other Party, and (e) which prevents a Party from performing all or a substantial part of its obligations pursuant to the Contract. Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied: i. war, hostilities (whether war be declared or not), invasion, act of foreign enemies, ii. rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war, iii. (riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Sub- contractors, iv. munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity or to the Contractor's failure to ensure the removal of UXO in

	accordance with Sub-Clause 4.25 [Removal of Utilities and Man-Made Obstacles and Unexploded Ordnance];, and v. natural catastrophes arising from the forces of nature such as earthquake or volcanic activity but excluding climatic activity. For the sake of clarity Force Majeure excludes; vi. any operation of the forces of nature unless these give rise to a natural catastrophe vii. any natural physical conditions and man- made and other physical obstructions and pollutants, which the Contractor encounters at the Site
Clause 20 – Claim, Dispute and Arbitration	
Sub-Clause 20.1 Contractor's Claims	Add after sub-paragraph (c): If the Contractor fails to submit within the 42 days period described above, a detailed claim including supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed, then the Time for Completion shall not be extended, the Contractor shall not be entitled to additional payment and the Employer shall be discharged from all liability in connection with the claim. Add the following paragraph at the end of the Sub-Clause: If the Engineer does not respond within the timeframe defined in this Clause, either Party may consider that the claim is rejected by the Engineer and any of the Parties may refer to the Dispute Board in accordance with Sub-Clause 20.4 [Obtaining Dispute Board's Decision].
Sub-Clause 20.2 Appointment of the Dispute Adjudication Board	Delete the first paragraph of the Sub-Clause and substitute: Disputes shall be adjudicated by a DAB in accordance with Sub-Clause 20.4 [Obtaining Dispute Adjudication Board's Decision]. The Parties shall jointly appoint a DAB by the date 28 days after a Party gives notice to the other Party of its intention to refer a dispute to a DAB in accordance with Sub-Clause 20.4 [Obtaining Dispute Adjudication Board's Decision]. Delete the fifth paragraph of the Sub-Clause and substitute: The agreement between the Parties and either the sole member ("adjudicator") or each of the three members shall be in the form of the Dispute Adjudication Agreement contained in the Appendix to the General Conditions and shall incorporate by reference the General Conditions of Dispute Adjudication Agreement contained in the Appendix to these the General Conditions, with such amendments as are agreed between them.
Sub-Clause 20.6 Arbitration	Add new sub-paragraph (d) after sub-paragraph (c) (d) The arbitration shall take place in Ahmedabad, Gujarat

	Add the following paragraph at the end of the Sub-Clause: The law governing this Clause 20 will be the governing law of the contract as stated in the Appendix to Tender. Where disputes arise under this Contract and under any contract with any contractor identified in Sub-Clause 4.6 (b) or (c) and in the reasonable opinion of the first tribunal to be appointed in any of the disputes those disputes are so closely connected that it is expedient for them to be resolved in the same proceedings, that tribunal shall have the power to order that the proceedings to resolve that dispute shall be consolidated with those to resolve any of the other disputes (whether or not proceedings to resolve those other disputes have yet been instituted), provided that no date for the final hearing of the first arbitration has been fixed. If the tribunal so orders, the parties to each dispute which is a subject of its order shall be treated as having consented to that dispute being finally decided: (a) by the tribunal that ordered the consolidation unless the International Chamber of Commerce decides that it would not be suitable or impartial; and (b) in accordance with the procedure, at the seat and in the language specified in the arbitration agreement in the contract under which the tribunal that ordered the consolidation was appointed, save as otherwise agreed by all parties to the consolidated proceedings or, in the absence of such agreement, ordered by the tribunal in the consolidated proceedings. Any award given in relation to this Sub-Clause 20.6 shall include as a minimum a copy of the arbitration agreement, a summary of the Parties' submissions and documents, the grounds on which the award is made and the relief granted, the date and place of the award and it shall be signed by the arbitrators. The proceedings shall be conducted and the award rendered, in the ruling language stated in the Appendix to Tender.
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