

FIRST PAGE TO BE PRINTED ON SSCOHS's LETTER HEAD

INVITATION TO TENDERER

To,

M/s. _____

Tender No : _____
Tender Date : _____

Tender Due Date : _____
Date & Time of Opening Envelope-1 : _____

Dear Sir / Madam,

Subject: Tender for

For and on behalf of **Shree Shivaji Cooperative Housing Society Limited**, (SSCOHS), the Managing Committee invites bids against the subject Tender as detailed in attached Section- 'C' of this tender document.

The Terms & Conditions of Contract which will govern the contract pursuant to the tender, are as contained in Section-B of this tender document.

If you are in a position to quote for the Scope of Work in accordance with the subject Tender requirements, please submit your bid in the attached TENDER FORM.

Envelope 1 of your e-Bid must be submitted in e-mode on SSCOHS's portal i.e. <https://SSCOHS.etenders.in> on or before the due date and time mentioned above. Instructions on process for submitting Envelope 2, shall be communicated in due course of time.

Yours faithfully,

For and on behalf of Shree Shivaji Cooperative Housing Society Limited

Authorized Signatory

TENDER DOCUMENT

SECTION – A

INVITATION TO TENDER AND TENDERING CONDITIONS

SECTION – B

GENERAL TERMS & CONDITONS OF TENDER/ CONTRACT

SECTION – C

TECHNICAL SPECIFICATIONS UNDER THIS RFQ

SECTION – D

FORMAT FOR SUBMISSION OF PRICE BID

SECTION – A

INVITATION TO TENDER AND TENDERING CONDITIONS

INVITATION TO TENDERS

1. Mode of Submission of E-bids

- a) **Envelope 1** (e-Technical Bid) shall be submitted in E-mode at our SSCOHS's E-Tendering Web Site i.e. <https://SSCOHS.etenders.in> on or before the due date and time mentioned below:

Tender No.dated
Last date for submission of E-bids (As per Tender Details in NIT)

- b) It is in the interest of the Tenderers to ensure that the e-Technical Bids are submitted well in time. E-Technical Bids shall be submitted only on SSCOHS above mentioned e-Tendering Web Site. Bids in hard copy / any other form shall not be accepted in any case.
- c) Tenderers are required to meet the Qualification Criteria stipulated, if any, under the Tender.
- d) One Bid per Bidder: Each bidder shall submit only one e-Bid for this tender. A bidder who submits or participates in more than one e-Technical Bid for this Tender, will cause the bidder's participation to be disqualified for all such e-Technical bids. In addition, if any Tender's participation herein leads to Conflict of Interest, their bid is liable to be rejected.

2. Qualifying Requirement

The Bidders should meet the following Qualifying Requirements:

- a) Bidder should have successfully executed at-least 3 Contracts, having similar Scope of Work in the past 2 years. Evidence of the same, in the form of copies of previous Work Orders or Work Completion Certificates, indicating scope of work, shall be enclosed along with the bid.
- b) Bidder should be GST Registered. Copies of Certificate of Incorporation, Company's Income Tax Permanent Account Number (PAN) and GSTIN Registration Certificate, shall be enclosed along with the bid. Bidder to also provide the name and address of his bankers.
- c) Annual Turnover of the Bidder should be at least 3 times the estimated value of the respective Tenders or INR 25 lacs, whichever is lower. Copies of Bidder's Turnover Statement for the past 3 years, preferably audited by CA, shall be enclosed along with the bid.
- d) As evidence of in-house capabilities, Bidders shall provide list of owned equipment, number of permanent manpower on their role, Reference List (PTR), Company Brochure / Profile etc.

All the above, shall be enclosed under Qualifying Requirement, in the e-Technical Bids of Bidder.

3. Content of Tender Document

- a) The Scope of Work, Bidding Procedures, Terms & Conditions of Contract and Technical Requirements are prescribed in the bidding documents. The Tender documents include the following sections:
- i. Instruction Sheet
 - ii. Section A: Invitation to Tender and Tendering Conditions
 - iii. Section B: General Terms & Conditions of Contract
 - iv. Section C: Technical Specifications & Drawings as applicable
 - v. Section D: Format for Submission of E-Technical Bid.
- b) The bidder is expected to examine all Instructions, Forms, T&Cs, Technical Specifications, and other information in the tender documents. Failure to furnish all information required by the bidding documents or submission of a E-bid not substantially responsive to the bidding documents in every respect, will be at the bidder's risk and may result in rejection of their e-bid.

4. Clarification of Tender Documents:

- a) The bidder shall be deemed to have carefully examined all Tender documents and obtained clarifications from the Purchaser where needed, inspected and surveyed the Site and its surrounding and satisfied himself as to the form and nature of the Site, the quantities and nature of work and material / equipment necessary for the Supply and the means of access to the Site, the facilities he may require at Site and in general obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender, to his entire satisfaction before submitting the e-Bid.
- b) In particular and without prejudice to the foregoing conditions and in addition thereto, when tenders are called for furnishing the Particulars, the bidder's tender to supply in accordance with such Particulars shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and satisfied himself before tendering as to the correctness and sufficiency of his tender for the Scope of Work and of the rates and prices quoted. The rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the scope of Supply and Services.
- c) The Tenderer acknowledges that any failure to acquaint itself with all such data and information shall not relieve them of their responsibility for properly estimating the difficulty or cost of successful execution of the Tender scope towards completion of the Particulars.
- d) No claim on his part which may arise on account of non-examination or misunderstanding of the Particulars and/or matter related to site will, in any circumstances, be considered payable by the Purchaser.
- e) Amendments to Tender Documents: The Purchaser reserves the right to issue any amendments, corrigendum, clarifications, etc. to the Tender, giving reasonable time, prior to the last date and time of online bid submission. Bidders are requested to update themselves on Purchaser's e-portal (<https://SSCOHS.etenders.in>) the details such as Bid clarifications, Corrigenda, Addenda and other documents forming a part of the subject Tender, before submission of their e-Technical bid.

5. Manner And Method For Submission Of Bids

- a) All e-Technical bids shall be made in ENGLISH in the prescribed forms, as provided. All e-Technical Bids submitted in any language other than ENGLISH must be accompanied by ENGLISH translation. Any printed literature submitted with the e-Technical Bid in any other language shall be accompanied by authentic English translation and for interpretation, the English version shall prevail.

b) Envelope 1 – e-Technical Bids

The Technical portion of E-Technical Bid should contain / include:

- i. Documents Evidencing the Qualifying Requirements, as detailed above.
- ii. Technical Specifications, Technical Details, Literature, Drawings, Quantity, Time required for submission and approval of Drawings, Supply and Delivery Schedule, Inspection / Testing procedures etc. Itemised list of spares and quantity recommended by the tenderer, if any, for purchase should also be included in the bid.
- iii. E-Technical Bid should be submitted in accordance with the format provided by the Purchaser, at Section "D" of this tender document.
- iv. If any deviation or substitution from the Technical Specifications contained in Section "C" to this tender document is involved, such details should be clearly indicated in the E-Technical Bid and should be filled as Annexure X - ALTERNATIVE BID. Otherwise, it shall be deemed as an admission on the part of the bidder that he will supply the equipment as specified by the purchaser. Bidders may also note that deviations or substitutions from the technical specifications may lead to rejection of their E-bid.

- v. The bidders shall upload drawings, as applicable, pertaining to the Scope of Work, along with their E-Technical Bid for correct understanding and appreciation of the tender. Bidder's drawings will form part of the Purchase Order / Contract only after these are approved by the purchaser.
- vi. Catalogues / Technical Literature: All necessary catalogues / drawing / technical literature data as are considered essential for full and correct evaluation of the bids, shall invariably be uploaded with the E-Technical Bid.
- vii. Instruction / Operation Manual: In respect of the Scope of Work, where instruction/ operation manual is normally necessary to enable the user to put the plant / machinery / equipment / instrument / apparatus to proper use, the contractor shall furnish such an instruction/ operation manual specific to the Equipment being supplied along with the plant / machinery / equipment / instrument / apparatus. The bidder shall clearly specify in the bid about his readiness to supply instruction / operation manual.
- viii. Bidder shall provide specific details on Training & Up-Skilling of Purchaser's personnel.
- ix. Bidder shall specify the period of Trial Operation, Performance Guarantee Tests and Commercial Operation of the plant / machinery / equipment / apparatus, as applicable.

c) **Envelope 2 – Commercial & Price Bids**

Bidders shall NOT submit Envelope 2 along with Envelope 1.

Purchaser shall first evaluate all e-Technical Bids, received within the specified timelines, to ascertain their technical adequacy and responsiveness.

Based on the above and after reviewing subsequent clarifications received from bidders on specific queries raised on their e-Technical Bids, the Purchaser will prepare a list of qualified, approved, and shortlisted Bidders.

Purchaser shall invite ONLY such qualified, approved, and shortlisted Bidders to submit their Commercial & Price Bids.

The Commercial & Price Bid should contain / include:

- i. Bidder's specific confirmation regarding compliance of all Commercial Terms and Conditions of the Tender, General T&C Conditions of Contract and Special Conditions of Contract, (as may defined during the e-Technical Bid Evaluation)
- ii. Un-equivocal acceptance of Minutes of Meeting held during e-Technical Bid evaluation.
- iii. In addition, Bidders should mention applicability of Statutory Levies like Goods and Services Tax (CGST / SGST / UTGST / IGST) etc. and all other related information.
- iv. All input Tax Credit benefits available to Indian manufacturers / dealers / contractors, etc, shall, however, be taken into consideration in quoted prices and the Bidder shall pass on the benefits to the Purchaser.
- v. Commercial & Price Bid should be furnished in **SEALED ENVELOPES ONLY** and as per the instructions provided by the Purchaser. The Price Schedule is attached to Tender Form of Section-D of the tender document.
- vi. The Qualified, Approved, and Shortlisted Bidders shall submit their Commercial & Price Bids on or before the deadline (Date & time to be specified by Purchaser later). Under no circumstances, will the Purchaser accept Commercial & Price Bids, after the specified deadline of date and time. Therefore, bidder shall ensure the submission, well within the due date and time.

6. Validity of E-bids

- a) Both, e-Technical Bid & Commercial & Price Bid, shall be kept valid for acceptance for a period of 60 (sixty) days from the last date specified for receipt of respective Bids mentioned above. E-Technical & Price Bids with shorter validity period will be liable for rejection.

7. Expenses towards Submission of Quotations and Liability towards Site Visit / Work

- a) The Purchaser shall not be responsible for expenses incurred towards preparation and submission of e-Technical and Commercial & Price Bid, as well as other associated expenses such as site visits.
- b) In case of installation, erection and commissioning, repairs, and such other jobs wherein the bidder's personnel or authorised representatives need to visit the Purchaser's site, they can do so only after obtaining the prior permission of the Purchaser's site authorities. However, such Tenderer's whose personnel are granted permission, are deemed to have explicitly agreed to the condition that they shall indemnify and hold harmless the Purchaser and its personnel from and against all liabilities with respect to personal injury, loss or damage to property and any other loss or expenses incurred by bidder's personnel, because of such visit.

8. Opening of Tenders

The e-Technical Bids will be opened on-line at our SSCOHS's E-Tendering website i.e. <https://SSCOHS.etenders.in> as per schedule given in the tender document.

9. Terms and Conditions of the Contract

- a) It must be clearly understood that any contract concluded, pursuant to invitation to this tender, shall be governed by the General Terms & Conditions of Contract and Special Conditions of Contract, (as may defined during the e-Technical Bid Evaluation)
- b) Tenderers must, take special care to go through these T&C Conditions of the contract.
- c) Tenders made subject to counter conditions or with deviations from the General T&C of the Contract / Special Conditions of Contract, are liable to be ignored.
- d) It should also be realized that failure to bring out deviations to the General T&C of Contract and the Special Conditions of Contract, would imply that the tenderer is willing to execute the contract as per the Purchaser's Terms and Conditions of the Contract.
- e) For Price Basis, Payment Terms, Taxes & Duties, Bidder to refer to General T&C of Contract.

10. Testing, Spares and Accessories and Supervision of Erection & Commissioning:

- a) The bidder is required to perform the applicable tests as specified in the Technical Specification. Price for supply of items shall include charges for all Routine Test, Type tests etc. No charges for these tests shall be claimed/ paid separately.
- b) Spares and Accessories: Bidders shall also furnish the prices of essential accessories, optional accessories and spares necessary for satisfactory operation of the plant / machinery / equipment / component, for a period of:
 - i. Two years or
 - ii. Five years or as specified in the Section C: Technical Specifications
- c) The prices for accessories and spares shall be itemized.
- d) Price Bids where only lump sum prices are indicated are liable to be ignored.
- e) Care must be taken to list out each item of spare and quantity recommended and the individual price for these items.
- f) Bidders must clearly and separately furnish in their Price Bid the charges for Supervision of erection and commissioning of items / equipment to be supplied under the contract.
- g) Bidder must clearly furnish in their Price Bid, charges for Annual Maintenance Contracts (AMC).

11. Delivery

- a) The entire scope covering supply of equipment/machinery/plant/component, etc covered under this tender document shall be completed within the delivery period mentioned in Section C.
- b) Milestone chart for detailed supply, installation and commissioning schedule leading to overall delivery period shall be submitted along with the bid.
- c) Tenderers should note that their bid may not be considered by the Purchaser, unless bidders agree to meet the delivery schedule specified by the Purchaser.

12. Acceptance of Bids.

- a) The Purchaser reserves the right to accept or reject, lowest /any / all E-Technical and Commercial & Price Bid(s), in whole or in part, without assigning any reasons whatsoever and without any liability to the Purchaser.
- b) The bidder notwithstanding that his Bid has not been accepted in whole, shall be bound to supply the Purchaser, such item or items and such portion or portions of one or more items, as may be accepted by the Purchaser.
- c) Acceptance of Bids by the Purchaser may be sent by priced Letter of Intent / Purchase Order / Work Order / Contract, within the validity of the Bid.
- d) In case of such Letter of Intent, the bidder whose Bid is accepted and who is herein after referred to as Contractor, will proceed with the execution of the contract on the basis of such advance acceptance of Bid without waiting for a formal Purchase Order/ Contract and will be responsible to seek and obtain whatever clarifications that are necessary from the Purchaser to proceed with the execution of the Contract. The Contractual Delivery Period will be reckoned from the date of such Letter of Intent.
- e) Unsuccessful Bidder will not be informed of the result of their Bids.

13. Canvassing.

Canvassing in any form, with regard to this tender will lead to rejection of the Bid.

14. Corrupt or Fraudulent Practices

- A. SSCOHS requires that bidders / suppliers / contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract.
- B. In pursuance of this policy, SSCOHS:
 - a) defines, for the purpose of these provisions, the terms set forth below as follows:
 - (i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of SSCOHS and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive SSCOHS of the benefits of free and open competition.
 - b) will reject a proposal for award of work, if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract/s, if at any time it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

For General Terms & Conditions applicable for this tender, kindly refer to Section B.

Yours faithfully,

For and on behalf of Shree Shivaji Cooperative Housing Society Limited

Authorized Signatory

SECTION – B

**GENERAL TERMS AND CONDITIONS
OF TENDER / CONTRACT**

**GENERAL TERMS & CONDITIONS OF TENDER / CONTRACT
PLACED BY
SHREE SHIVAJI COOPERATIVE HOUSING SOCIETY LIMITED**

Preamble

- a) These General Terms & Conditions of Contract (GCC) shall form a part of the Contract.
- b) In case of any variance between the Terms and Conditions of the General Conditions of Contract and the Conditions as may be stipulated in the Contract, then the latter shall prevail to the extent applicable.
- c) All the rights, discretion and powers of the Purchaser under the Contract shall be exercised by the Purchaser through written communications, which shall be given by the Hon. Chairman, SSCOHS or other officers authorised by him for and on behalf of the Purchaser.

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GENERAL PROVISIONS

1.1 Definitions

1.1.1 "Acceptance" shall mean and deemed to include one or more of the following as stipulated in the tender:

- a) acceptance of the Equipment at Purchaser's Site after its receipt and due inspection, subject to the Contractor meeting the requirements stipulated in the Contract.
- b) where the scope of the Contract includes supply, erection and commissioning, acceptance shall mean issue of necessary Certificate after commissioning and final acceptance of Equipment, Machinery and Instrument etc. which should be completed within the stipulated period and subject to the Contractor meeting the requirements stipulated in the Contract.

1.1.2 **"Bid"** shall mean the tender offer and quotation in response to the Tender Enquiry.

1.1.3 **"Change Order"** shall mean a written amendment to the existing contract or a new contract from the Purchaser to the Contractor after the Effective Date of the contract requiring a change in any part of the Tender, that may involve:

- a) a change in the scope of work,
- b) addition / omission of work, and
- c) a change in any of the provision / scope of the contract.

1.1.4 **"Consignee"** shall mean the authorised representative or officer of the Purchaser at site to whom the Stores are required to be delivered in the manner indicated in the Contract.

1.1.5 **"Contractor"** shall mean firm / company / joint venture / consortium with whom or with which the purchase order for the supply of equipment is placed and shall be deemed to include the Contractor's legal successors and/or assignees (approved by the Purchaser), representatives, heirs, executors and administrators unless excluded by the Contract.

1.1.6 **"Contract" or "Purchase Order"** shall mean the communication or document signed for and on behalf of the Purchaser by an Officer duly authorised confirming the acceptance for and on behalf of the Purchaser of Tender or Offer of the contractor on the terms and conditions mentioned or referred to in the said communication and other documents including Tender Document, Terms and Conditions of the contract and such other documents as may be expressly incorporated in the Contract by reference and all mutually agreed amendments in writing made to any of them.

1.1.7 **"Contractual Delivery Date"** shall mean the stipulated date on which the contractor shall attain 'completion' of the Scope of Work, as specified in the purchase order.

1.1.8 **"Contract Price"** shall mean the price as specified in "Price Schedule" of the Contract subject to such addition and adjustment thereof or deduction there from, as may be made pursuant to the contract.

1.1.9 **"Day" or "Days"** shall mean a Gregorian calendar day or days of twenty-four (24) hours each.

1.1.10 **"Defect Liability Period"** shall mean the period of validity of the warranties given by the contractor during which the contractor is responsible for defects with respect to the Scope of Work under this Tender or the relevant part thereof as provided in GCC clause 6.4 (Defect Liability).

1.1.11 **"Effective Date" or "Commencement Date"** shall mean the date of issue of Purchase Order on which the contract shall come into force.

1.1.13 **"Latent Defect"** shall mean a defect, inherently lying within the material or arising out of design deficiency, which do not manifest themselves and/or was not reasonably discoverable during Defect Liability period.

1.1.14 **"Month"** shall mean a month according to Gregorian calendar.

1.1.15 **"Quality Surveillance Engineer / Inspector"** shall mean any person appointed by or on behalf of the Purchaser to inspect or carry out quality surveillance on supplies, stores or work under the Contract or any person deputed by the Quality Surveillance Engineer for the said purpose.

1.1.16 **"Particulars"** shall mean the following:

- a) Technical Specification(s);
- b) Drawing(s);
- c) Any other details governing the construction, manufacture and/or supply as provided in the Contract.

1.1.17 **"Party"** shall mean Purchaser or Contractor as named in the Contract individually and "Parties" shall mean Purchaser and Contractor collectively.

1.1.18 **"Performance Test"** shall mean all operational checks and tests required to determine the performance parameters including inter-alia capacity, efficiency and operating characteristics of the Stores as specified in the Contract.

1.1.19 **"Plant and Equipment"** means permanent plant, equipment, machinery, apparatus, systems, articles and things of all kinds to be provided by the Contractor under the Contract including the spare parts, tools & tackles to be supplied by the Contractor.

1.1.20 **"Project Manager"** shall mean the person appointed by the Purchaser in the manner provided in GCC (Purchaser's Representatives) hereof and named as such in the Contract.

1.1.21 **"Purchaser"** shall mean Shree Shivaji Cooperative Housing Society, acting through Hon. Chairman, SSCOHS.

1.1.24 **"Site"** means the place(s) where the Equipment are to be supplied and any other places as may be specified in the Contract as forming part of the Site.

1.1.25 **"Stores"** shall mean and include what the Contractor agreed to supply under the Contract as specified in the Contract and shall include inter-alia goods and materials, equipment, machinery, components, instruments, appliances, accessories and plant.

1.1.26 **"Sub-contractor"** shall mean any person on whom preparation of any design, or supply of any Stores and Other Service(s) is subcontracted directly or indirectly by the Contractor and includes its legal successor or permitted assignees, and unless otherwise stated, all the Sub-contractors and suppliers to such Person and the term Sub-Contract shall be construed accordingly.

1.1.28 **"Willful Misconduct"** shall mean that the Contractor has intentionally concealed the defect in full knowledge of the consequences that may flow from its existence and the defect is one, which the Purchaser could not have discovered on careful examination of the Plant at the time of acceptance or during the Defect Liability Period.

1.2 Interpretation

1.2.1 In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be record in writing;
- (d) the word "tender" is synonymous with "bid", "tenderer" with "bidder" and "tender documents" with "bidding documents"; and
- (e) "written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.

The marginal words and headings shall not be taken into consideration in the interpretation of these Conditions.

1.2.2 Persons

Words incorporating persons or parties shall include firms, consortiums, corporations, government entities and other bodies whether incorporated or not but having legal entity.

1.2.4 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and Contractor with respect to the subject matter of Contract and includes all written communications, negotiations and agreements of parties with respect thereto made prior to the date of Contract that are included as reference in the Contract.

1.2.5 Non-waiver

No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract. Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

1.2.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

1.3 Communications

1.3.1 Unless otherwise stated in the Contract, all communications to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier or facsimile to the address of the relevant party set out in the Contract.

1.3.2 For communications to be sent by the Purchaser to the Contractor, the following provisions shall apply:

a) Any communication sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

b) Any communication delivered personally or sent by facsimile shall be deemed to have been delivered on date of personal delivery or date of its dispatch, as the case may be.

1.3.3 Communications shall be deemed to include any approvals, consents, instructions, notices, orders, amendment to the Contract and certificates to be given under the Contract.

1.3.4 Either party may change its postal, facsimile address or addressee for receipt of such communication by 10 days' notice to the other party in writing.

1.4 Language

1.4.1 The ruling language of the Contract and language for communication shall be English.

1.5 Governing Law

1.5.1 The Contract shall be governed by the law of India.

1.6 Jurisdiction

1.6.1 The courts in Pune shall have exclusive jurisdiction to deal with and decide all disputes arising out of related Contract.

1.7 Priority of Documents

1.7.1 The documents forming the contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of documents shall be in accordance with the following sequence:

a) the Contract Agreement / Purchase Order

b) the Special Conditions of Contract (SCC)

c) the General Condition of Contract (GCC)

d) Tender (incl. technical specifications, drawings, etc.) document, other than Sr. (b) & (c) above.

1.10 Confidentiality

1.10.1 All information, drawings, designs and specifications imparted to the Contractor shall, at all times, remain the absolute property of the Purchaser. The Contractor shall not use them for purposes other than for which they are provided for and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.

1.10.2 The Contractor shall use his best endeavours to ensure that such information are not divulged to third parties except where needed for the performance of the Contract by the Contractor with the prior consent of the Purchaser. In such cases, the Contractor shall ensure and obtain similar obligation of confidence, from third parties in question.

1.10.5 The provisions of this clause of GCC shall survive termination for whatever reason, of the Contract.

3.0. THE CONTRACTOR

3.1 General Obligations

3.1.1 The Contractor shall procure / manufacture (including associated Purchases and/or sub-contracting), inspect, test, pack and supply the Stores with due care and diligence in accordance with the Contract and with the Purchaser's instructions, and shall remedy any defects in the Stores occurring in defect liability period, and remedy latent defects within a further period of five (05) years from end of defect liability period.

3.1.2 The Stores supplied by the Contractor shall be brand new of the best quality and workmanship and shall comply in all respects with Particulars of the Contract. When completed, the Stores shall be fit for the purposes for which the Stores are intended as defined in the Contract.

3.1.3 The Contractor shall, whenever required by the Purchaser, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Contract. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Purchaser.

3.1.4 The Contractor shall be deemed to have carefully examined all Contract documents and obtained clarifications from the Purchaser where needed to his entire satisfaction before submitting the bid. In particular and without prejudice to the foregoing conditions and in addition thereto, when tenders are called for furnishing Particulars, the Contractor's tender to supply in accordance with such Particulars shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and no claim on his part which may arise on account of non-examination or misunderstanding of the Particulars will, in any circumstances, be considered/payable by the Purchaser.

3.2 Permits, Licenses or Approvals

3.2.1 The Contractor shall, at his own cost, acquire in its name all permits, approvals and/or licenses from all local, state or national government authorities or public service undertakings in India that are necessary for the performance of the Contract. The Contractor shall also acquire all other permits, approvals and/or licenses that are not the responsibility of the Purchaser and that are necessary for the performance of the Contract.

3.3 Compliance with law

3.3.1 The Contractor shall comply with all laws in force in India and in the Maharashtra State where the Works is to be executed. The laws will include all local, state, national or other laws that affect the performance of the Contract and bind upon the Contractor. The Contractor shall indemnify and hold harmless the Purchaser from and against any and all liabilities, damages, claims, fines, penalties and expenses of whatever nature arising or resulting from the violation of such laws by the Contractor or its personnel, including the Sub-contractors and their personnel.

3.5 Contractor's Representative

3.5.1 The Contractor shall appoint the Contractor's Representative within four (4) days of issue of the Purchase Order and shall request the Purchaser in writing to approve the person so appointed. If the Purchaser objects to the appointment giving the reason therefore, then the Contractor shall appoint a replacement within four (4) days of such objection.

3.5.2 The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract. All notices, instructions, information and all other communications to be given by the Purchaser to the Contractor under the Contract shall be given to the Contractor's Representative, except as herein otherwise provided.

3.5.3 The Contractor shall not revoke the appointment of the Contractor's Representative without the Purchaser's prior written consent, which shall not be unreasonably withheld. If the Purchaser consents thereto, the Contractor shall immediately appoint some other person as Contractor's representative.

3.5.4 The Purchaser may by notice to the Contractor object to any representative or person employed by the Contractor in the execution of the Contract who, in the reasonable opinion of the Purchaser, may behave inappropriately, may be incompetent or negligent, the Purchaser shall provide evidence of the same, where upon the Contractor shall remove such person from the execution of the Contract.

3.5.5 If any representative or person employed by the Contractor is removed, the Contractor shall, where required, promptly appoint a replacement.

3.6 Sub-contracting

3.6.1 The Contractor shall not subcontract any or all of the work without written consent of the Purchaser. The Contractor shall be solely responsible to the Purchaser for all work including that of the sub-contractor, if allowed by the Purchaser.

3.6.2 The bidder, in his Envelope-I e-Technical Bid, may indicate additional subcontractors for any of the given items, for evaluation by the Purchaser. Approval by the Purchaser for any of the Subcontractors shall not relieve the Contractor from any of its obligations, duties or responsibilities under the Contract.

3.6.4 All payment to the sub-contractors shall be made by the Contractor.

3.6.5 In the event the Contractor violates the condition for obtaining consent under clause 3.6.1 above, the Purchaser shall become entitled, in its discretion, to rescind that part of the Contract in respect of which such violation has taken place by giving 30-day notice to the Contractor.

3.6.6 It will be the duty of the Contractor to make good any defects in the work of the Sub-Contractor or finish any incomplete work at his own cost, and/or to compensate the Purchaser for any damage done by the Sub-Contractor to the Property or Project of the Purchaser.

3.7 Subletting or Assignment of Contract

3.7.1 The Contractor shall not sublet, transfer or assign the Contract or any part thereof or bills or any other benefits, accruing there from or under the contract without the prior written consent of the Purchaser. Such assignment or sub-letting if approved by the Purchaser shall not relieve the Contractor from any contractual obligation or responsibility under the Contract.

3.7.2 Any breach of this condition shall entitle the Purchaser to cancel the Contract or any part thereof and to purchase from other sources at the risk and cost of the Contractor in terms of GCC. (Cancellation/Termination of Contract in Full or Part) hereof and/or recover from the Contractor damages arising from such cancellation.

3.8 Quality Assurance

3.8.1 Procurement, Manufacture, Fabrication, Construction & Supply of Stores by the Contractor or Subcontractor(s) shall be subjected to Purchaser's Quality Assurance (QA) requirement.

4 SUBJECT MATTER OF CONTRACT

4.1 Scope of Work

4.1.1 Unless otherwise expressly limited in the Technical Specifications, the Contractor's obligations cover the supply of all Plant and Equipment (covering design, engineering, procurement, manufacture, Quality Assurance, testing, packing & forwarding transportation and delivery at site) in accordance with the plans, procedures, specifications, drawings, codes and any other documents as specified in the Technical Specifications. Such specifications include, but are not limited to, supply of Spares and Accessories.

4.1.2 In the case of any class of work for which there is no such specifications as referred to above, such work shall be carried out in accordance with Bureau of Indian Standards Specifications. In case there are no such specifications in Bureau of Indian Standards the work shall be carried out as per manufacturers' specifications. In case there are no such Specifications as referred to above the work shall be carried out in all respects in accordance with instructions & requirements of Project Manager.

4.1.3 The Contractor shall carry out / ensure the manufacture of Stores and all other execution of the Contract with properly equipped facilities and non-hazardous materials, except as otherwise specified in the Contract and without any extra cost to the Purchaser.

4.1.4 The Contractor shall, unless specifically excluded in the Contract, perform all such work and/or supply all such items and materials not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for efficient functioning of the Stores as per specifications of the Tender, as if such work and/or items and materials were expressly mentioned in the Contract, and without any extra cost to the Purchaser.

4.1.5 Alteration of Specifications, Patterns and Drawings:

a) The Purchaser reserves the right to alter whenever necessary specifications, patterns and drawings. As from that date, the Stores shall be in accordance with the specifications, patterns and drawings so altered which the Contractor is bound to comply with.

b) In the event of such alteration involving a revision in the cost, or in the delivery period the same shall be discussed and mutually agreed pursuant to GCC.

4.2 Delivery Schedule

4.2.1 Date of delivery of the Stores stipulated in the Contract, shall be the essence of the Contract and delivery of Stores must be completed by the dates specified therein. Unless otherwise agreed, the Contract shall come into force from the date of issue of priced Purchase Order (Effective Date) and accordingly contractual delivery period shall be reckoned from that date for the purpose of fixing Contractual Delivery Date (CDD).

4.2.2 The Contractor shall complete delivery of the Stores (or of a part where a separate time for delivery of such part is specified in the Contract) within the Contractual Delivery Date (CDD) stated in the contract. Acceptance by the Purchaser of the Stores delivered by the Contractor after expiry of CDD shall be subjected to GCC clause (Delay in Supply).

4.2.3 The Contractor shall also ensure that the work sub-contracted by him is duly completed in time period specified herein.

5 CONTRACT PRICE AND PAYMENT

5.1 Contract Price

5.1.1 The contract price shall be as specified in the Purchase Order, which shall be stated and payable in INR as mentioned in Purchase Order.

5.1.2 The contract price shall be FIRM. However, contract price for such contracts(s) can be subjected to price adjustment only in the event of delay attributable to the Purchaser causing actual contract period to exceed 12 (twelve) months.

5.2 Price Basis

The Contract prices of all items and spares covered under the contract shall be on safe delivery basis to the Purchaser's site and inclusive of transportation and Transit insurance

The prices of indigenous items and spares shall be exclusive of all taxes, duties, cess, octroi, etc.

CENVAT benefits available to Indian manufacturers shall, however, be taken into consideration in quoted prices and the Contractor shall pass on the benefits to the Purchaser.

5.2.3 The prices of Commissioning/Start-up spares shall be included in the basic prices of the main equipment and these spares are to be essentially dispatched with the respective main equipment only. In case of shortage of the Commissioning/Start-up spares during the actual erection and commissioning of the main equipment, additional Commissioning/Start-up spares shall be supplied by the contractor at his own cost and no customs duty / deemed export benefits for such additional Commissioning/Start-up spares shall be available.

5.3 Currency of Payment

5.3.1 The contract price shall be in the currency in which price has been stated by the successful bidder in accordance with the following,

For Supply of equipment, spares and other materials from indigenous sources, Ex-works price of such items inclusive of CIF value of imported raw material / component, shall be in Indian Rupees (INR). Incidental charges for supply of indigenous items like transportation & transit insurance charges up to Purchaser's site, in Indian Rupees (INR). Supervision Charges for Erection & Commissioning in INR.

5.6 Terms of Payment

- a) 10% of Basic Contract Price (exclusive of taxes) will be released as Mobilisation Advance, on acceptance of the Purchase Order and on submission Project Schedule.
- b) 15% of Basic Contract Price will be released as interim payment on delivery of: Raw Material / Major Equipment / Tools & Tackles / Construction Machinery / Upon Commencement of Work by competent work force.
- c) 55% of Contract Price plus taxes & duties will be released as payment on completion of: construction / installation / testing / commissioning / successful training / satisfactory trial operations / project handing over, duly certified by the Purchaser's authorized personnel.
- d) 10% of Contract Price will be released after 15 days of Work Completion / Trial Operation / Handing Over of the Site, duly certified by the authorized personnel representing the Purchaser
- e) Balance 10% of Contract Price will be released after deductions, as applicable, as full & final payment, at the end of Deflect Liability Period of the Contract.

5.7 Application for Payment

5.7.1 The Contractors shall submit their invoices for various payments due as per Purchase Order payment terms, along with application for payment in the prescribed proforma to the Paying Authority named in the Contract. Proforma of application for payment is enclosed as Annexure-B to the GCC.

5.7.2 Each such application for payment shall be accompanied by all required documents as set forth in the Contract and/or intimated to the Contractor in advance. The application for payment by the Contractor if found deficient in any respect, shall not be processed and in such an event, the Purchaser shall intimate to the Contractor in writing within 3 days of receipt of such deficient application indicating the deficiency for rectification of the same by the Contractor. Payment will be released within 7 days from the date of receipt of application for payment complete in all respects and acceptable to the Purchaser.

5.8 Mode of Payment

5.8.1 All payments to the Contractors shall be directly made by the Purchaser through Account Payee cheque and/or through Wire Transfer/ ECS. In the event of payment through Demand Draft/Pay Order, if requested by the Contractor, charges for the same shall be to the account of the Contractor.

5.8.2 No payment made by the Purchaser herein shall be deemed to constitute acceptance by the Purchaser of the Facilities or any part(s) thereof.

5.8.3 The Purchaser reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts etc. The Purchaser further reserves the right to enforce recovery of any overpayment when detected, notwithstanding the fact that the amount of the final bill may have been included by one of the parties as an item of dispute before an arbitrator appointed under arbitration clause of this Contract and notwithstanding the fact that the amount of the final bill figures in the arbitration award.

5.10 Recovery of Advance Payments in case of breach of contract

5.10.1 In case the Contractor fails to execute the contract due to reasons not attributable to the Purchaser and which do not fall under Force Majeure as per the tender conditions, the outstanding advance payments made shall be recovered, along with the interest at the rate specified herein below. This shall be without prejudice to the other remedies available to the Purchaser under the Terms and Conditions of the Contract.

5.10.2 Advance Payment in Indian Rupees: Recovery shall be made with Interest at PLR of State Bank of India.

5.11 Recovery of Sums Due

5.11.1 Whenever any claim for the payment of any Liquidated Damages or loss suffered by the Purchaser arises in terms of money out of the Contract against the Contractor, the Purchaser shall be entitled to recover such sums from the balance of the total sum, which at any time hereafter may become due to the Contractor from this Contract or any other Contract with the Purchaser. Should this

sum be not sufficient to cover the amount of damages or loss that may be recoverable, the Contractor shall pay to the Purchaser on demand the amount due.

5.11.2 If the Purchaser has made any claim, whether liquidated damages or otherwise against the Contractor under this Contract or any other Contract with the Purchaser, the payment of all sums payable under the Contract to the Contractor shall be withheld to the extent of claims due according to the Purchaser till such claims of the Purchaser are finally paid by the Contractor, pending which the same will be adjusted. Notwithstanding the provision for recovery through adjustment, the Purchaser shall be free to recover his claims from the Contractor as per the terms of the Contract.

5.11.3 All sums payable by way of compensation under any of the conditions of contract shall be considered as reasonable compensation to be applied to the use of the Purchaser without reference to the actual loss or damage sustained; and whether or not any damage shall have been sustained.

5.12 Taxes and Duties

5.12.2 Contractor shall be responsible for payment of all Indian Taxes, Duties and all other statutory levies as applicable in connection with supply of the Stores.

5.12.3 For extension in the contractual delivery period for the reasons attributable to the Purchaser and/or Force Majeure, increase in existing taxes & duties, if any, and new tax component introduced in the extended period shall be reimbursed to the Contractor, subject to submission of documentary proof. No increase / new tax shall be payable for the delay period due to reasons attributable to the Contractor.

5.12.4 In case of any other new indirect taxes / cess, if levied by Government during the contractual delivery period, the same shall be reimbursed / paid by the Purchaser, as the case may be, at actual against documentary evidence. This provision shall not apply to changes in Personal Income tax or Corporate Income tax.

5.12.5 Direct Tax:

a) The Purchaser shall have the right to withhold taxes on income, excess profits, royalty and other taxes from payments due to Contractor under this Contract to the extent that such withholding may be required by the government of India or any relevant authority thereof or by the government of any other country, and payment by the Purchaser to the respective governmental office of the amount of money so withheld will relieve the Purchaser from any further obligation to Contractor with respect to the amount so withheld.

b) The Purchaser shall, at the time of its payments due to the Contractor, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that the Contractor shall produce to the Purchaser any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Contractor to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate.

c) The Purchaser shall provide the necessary withholding tax certificates to the Contractor within the time stipulated by the relevant law to enable the Contractor to file the same with the Government Authority as a proof of payment of such taxes.

d) All taxes levied on Contractor's corporate income or profits shall be for the account of Contractor and shall not be reimbursed by the Purchaser. Contractor shall also be responsible for payment of income taxes of its personnel levied in India or elsewhere.

5.12.6 Indirect Tax:

a) The Purchaser shall, at the time of its payments due to the Contractor, withhold the necessary tax at source at such rate as is required under the respective state sales tax / value added tax legislation unless and to the extent that the Contractor shall produce to the Purchaser any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Contractor to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate.

b) The Purchaser shall provide the necessary withholding tax certificates to the Contractor within the time stipulated by the relevant law to enable the Contractor to file the same with the Government Authority as a proof of payment of such taxes.

6.0 GUARANTEES, LIABILITIES AND RISK DISTRIBUTION

6.1 Completion Time Guarantee

6.1.1 The Contractor guarantees that it shall complete the work covered in the Purchase Order on or before Contractual Delivery Date (CDD) specified in the Purchase Order, or within such extended time to which the Contractor shall be entitled under Extension of Time for Completion.

6.2 Delay in Supply

6.2.1 Should the Contractor fail to deliver the stores or any part thereof Pursuant to sub-clause 6.1.1 above within the CDD prescribed for the same, it shall be construed as a breach of the Contract and the Purchaser shall be entitled at his option to the following:

(a) To receive the facilities after prescribed CDD with the right to recover from the Contractor agreed Liquidated Damages (LD) at the rate to be specified in the PO.

6.3 Functional Guarantees

6.3.1 The Contractor guarantees that during the Guarantee Test, the equipment and all parts thereof shall attain the Functional Guarantees specified in the Technical Specification of the Contract, subject to and upon the conditions therein specified.

6.3.2 If, for reasons attributable to the Contractor, the level of the Functional Guarantees in respect of the equipment designed and supplied by the Contractor are not met at any time upto expiry of Defect Liability Period, as per the contract, either in whole or in part, the Contractor shall at his cost and expense make such changes, modifications and/or additions to the Equipment or any part thereof as may be necessary to meet level of such Guarantees. The Contractor shall notify the Purchaser upon completion of the necessary changes, modifications and/or additions, and shall request the Purchaser to repeat the Guarantee Test until the level of the Guarantees has been met. If the Contractor eventually fails to meet the level of Functional Guarantees, the Purchaser shall have the right of recourse to levying damages as specified in the Contract, without prejudice to any other rights of the Purchaser under the contract.

6.4 Defect Liability

The Contractor shall warrant that the Equipments supplied under the Contract shall be brand new, free from defects, manufactured with the latest state-of-art of manufacture and conform strictly in accordance with the technical specifications, drawings and data sheets of the Contract. No deviation from these specifications or alteration shall be made without specific and written accord of the Purchaser. All Stores shall be guaranteed to be of the best quality of their respective kinds and shall be free from defects in the design engineering, materials, workmanship, and be of specified size and capacity so as to fulfil in all respects the requirements of the Purchaser as specified in the Contract.

6.4.1 Defect Liability Period

a) Items / Equipment / System / Spares / Tools / Tackles / Accessories: The defect liability period shall be 18 months from the date of receipt of items at site or 12 months from the date of acceptance, whichever occurs first.

6.4.2 Contractors Liability for Defective Equipment / Facilities

The Purchaser may accept the Store, if it is complete in all respects or alternatively accept the same on such terms as may be considered appropriate. If the Equipment after the acceptance thereof is found to have defects, latent or otherwise, notwithstanding that such defects could have been discovered at the time of inspection, or any defects therein are found to have developed during the Defect Liability Period while under proper use or subsequently it is found that Stores failed to fulfil the requirements or Particulars of the Contract, the Purchaser shall be entitled to give a notice to the Contractor during Defect Liability. Period and within 15 (fifteen) days thereafter, setting forth details of such defects or failure and the Contractor shall forthwith make the defective Stores good or alter the same to make it comply with the requirements of the Contract at his own cost. Further if in the opinion of the Purchaser, defects are of such a nature that the same cannot be made good or repaired without impairing the efficiency or workability of the Stores or if in the opinion of the Purchaser, such opinion being final, the Stores cannot be repaired or altered to make it comply with the requirements of the Contract, the Contractor shall remove and replace the same with a Stores conforming in all respects to the stipulated specifications, at the Contractor's own cost. If the repair, replacement or making good is of such a character that it may affect the efficiency of the Stores or any part thereof, the Purchaser may give to the Contractor a notice requiring that certain tests of the defective part of the Stores shall be made by the Contractor immediately upon completion of such remedial work, whereupon the Contractor shall carry out such tests at his own cost. If such part fails the tests, the Contractor shall carry out further repair, replacement or making good (as the case may be) until that part of the Stores passes such tests. The tests shall be agreed upon by the Purchaser and the Contractor. The Contractor shall also be responsible for any loss or damage to the Stores caused by the Contractor or it's Subcontractors in the course of any work carried out, pursuant to Clause 6.4.

6.4.3 Failure to Remedy Defects

If the Contractor fails to make the desired repairs/replacement within 5 days of issue of notice pursuant to Sub clause 6.4.2 then such repairs/ replacement at the cost of the Contractor shall be carried out by the Purchaser, with Stores of the same Particulars or when the Stores conforming to the stipulated Particulars are not in the opinion of the Purchaser readily procurable, such opinion being final, then the

nearest available substitute thereof. The Purchaser may reject at the cost of the Contractor the whole or any part of the Stores, as the case may be, which is defective or fails to fulfil the requirements of the Contract and make the desired repairs/replacement as stipulated above. In the event of such rejection the Purchaser shall be entitled to use the rejected Stores in a reasonable and proper manner for such time as sufficient to enable the Purchaser to obtain replacement, as herein before provided.

6.4.4 Extension of Defects Liability Period

a) If the Stores or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Defect Liability Period of the Stores or such part, as the case may be, shall be extended by a period equal to the period during which the Stores or such part cannot be used by the Purchaser because of any of the aforesaid reasons. Upon correction of the defects in the Stores or any part thereof by repair/replacement, such repair/replacement shall have the Defects Liability Period for a period of twelve (12) months from the time such repair/replacement of the Stores or any part thereof has been completed.

b) In addition, the Contractor shall also provide an extended warranty for any such Stores and during the period of time as may be specified. Such obligation shall be in addition to the defect liability period specified under sub-clause no. 6.4.1.

6.4.5 Latent Defects Liability

At the end of Defects Liability Period, the Contractor's liability ceases except for latent defects. The Contractor's liability for latent defects warranty for the plant and equipment including spares shall be a limited to a period of five (5) years from the end of Defects Liability Period of the respective plant and equipment including spares. In case, there is any dispute between the Purchaser and the Contractor regarding latent defects, any of the parties listed in the Contract or any other third party as mutually agreed upon by the Purchaser and the Contractor, shall be engaged by the Purchaser for settling the dispute. The third party, so engaged by the Purchaser shall be paid fee plus reasonable expenditures incurred in the execution of its duties as mentioned above. These costs shall be initially paid by the Purchaser. In case of latent defect being proved, such costs shall be recoverable from the Contractor and the Contractor shall bear and reimburse such costs to the Purchaser. If the dispute regarding latent defects cannot be settled as above, then the dispute shall be settled as per provision of Clause on Settlement of Dispute

6.6. Intellectual Property Rights (IPR) Indemnification

6.6.1 The Contractor shall at all times indemnify and hold harmless the Purchaser and its employees and officers from and against all claims which may be made in respect of Stores covered by this contract against infringement of any right protected by Patent Registration, Law of Designs, Trade Marks, utility model, copyright and other intellectual property rights registered or otherwise existing.

6.6.2 Provided that such indemnity shall not apply when such infringement has taken place in complying with the specific directions issued by the Purchaser but the Contractor shall pay any royalties or other charges payable in respect of any such use, the amount so paid being reimbursed to the Contractor only if the use was the result of any drawings and/or specifications issued by the Purchaser after submission of the price bid or revised price bid, if any.

6.7 Indemnity against Loss / Damage

6.7.1 Contractor shall indemnify the Purchaser against any risk of accidents or damage to the Stores till safe delivery to the Purchaser's site.

6.7.2 Contractor shall indemnify the Purchaser against all latent defects of the stores, for a period of five (05) years from the end (i.e. satisfactory completion) of the Defect Liability period.

6.7.4 The Contractor shall indemnify and hold harmless the Purchaser and its employees and officers, and their respective agents, against all claims, demands, damages, losses, costs and expenses of whatsoever nature (including legal fees and expenses) in respect of:

a) bodily injury, sickness, disease or death, of any person whatsoever

b) damage to or loss of any property, real or personal (other than the facilities whether accepted or not) arising in connection with design, manufacture, supply and delivery of the stores and remedying of any defects, unless attributable to any negligence, wilful act or breach of the Contract by the Purchaser, its employees, officers or their respective agents.

6.7.5 (a) The Contractor shall pay and indemnify the Purchaser against any liability in respect of any fees or charges payable by him under any Act of Parliament, State Laws, any Government instrument, rule or order and any regulations or by-laws of any Local authority in respect of the Stores prevailing on the date of submission of tender.

(b) The Contractor shall indemnify and hold the Purchaser harmless from and against all claims, damages and expenses arising out of his failure to obtain all permit and licenses which he is required to comply with in respect of Laws, Ordinances, Regulations of the Central or State Government and/or Local/Public Authorities.

6.10 Insurance

6.10.1 General Requirements for Insurances

The Contractor shall, "at his own cost", take out and maintain in effect the following Insurance based on reinstatement value during the performance of the contract and the Purchaser shall be named as co-insured under all insurance policies. All Insurer's rights of subrogation against co-insured shall be waived. Deductibles / excesses if any, under the insurance policies shall be borne by the Contractor. The identity of the insurers and the type of policies shall be subject to the approval of the Purchaser. Unless otherwise stated, insurances under this sub-clause shall cover all physical loss / damage and third party liability subject only to minimum compulsory / general exclusions. Alterations to the terms of insurance shall not be made without the approval of the Purchaser. The required insurance coverage referred to and set forth in this clause shall in no way affect or limit Contractor's liability with respect to performance of the work or any obligation under the contract / law.

6.10.3 Cargo Insurance during Transport

During Inland transportation, covering loss or damage as per ICC – clause – 'A' with War / Strike-Riot-Civil Commotions (SRCC) provisions, for full replacement value of the consignment/cargo from the Contractor's or Sub-contractor's works or Stores until arrival at Purchaser's site.

6.10.4 In all insurance policies mentioned in this clause, Purchaser shall be named as "Loss Payee".

6.10.5 Unless otherwise provided in the contract, the Contractor shall prepare and conduct all and any claims made under the policies effected by it pursuant to this sub-clause 6.10 and the monies payable by any insurers to the Purchaser – as 'Loss Payee' shall in turn be paid to the Contractor as per the procedure outlined in sub-clause 6.10.6 below. The Purchaser shall give to the Contractor all such reasonable assistance as may be required by the Contractor in preparation and / or settlement of claims with the insurers. With respect to insurance claims in which the Purchaser's interest is involved, the Contractor shall not give any release or make any compromise with the insurer without the prior written consent of the Purchaser.

6.10.6

(a) Wherever the total damages / loss of equipment / materials would occur, the Contractor would be entitled to payment to all amounts received from the insurer(s) except the following amounts:

(i) the amount paid to the Contractor under the contract in respect of equipment / materials /services damaged / lost, excluding pro-rata initial / mobilization advance but including the entire amount of Price Adjustment, if any, already paid to the Contractor.

(ii) taxes, duties, and other statutory levies, which have already been reimbursed by the Purchaser. In the event the claim money settled is less than the total of the amounts in (i) & (ii) above, then the entire claim money settled will be retained by the Purchaser and the Contractor will forthwith pay the Purchaser the shortfall amount between the claim money received from the insurer(s) and the total of the amounts as per (i) & (ii) mentioned above. Subsequent payments, if any, due under the contract shall be regulated by the relevant terms of payment.

(b) In case of partial damage to any equipment / material during any stage, upon rectification of the damaged equipment / material to the satisfaction of the Purchaser, the Contractor shall be paid to the extent of claims settled by the Insurer(s).

(c) In both the scenario's (a) & (b) above, any amount(s) disputed by the Insurers and / or not settled / paid by them shall be to the Contractor's account.

6.10.7 The Contractor shall ensure that, where applicable, its sub-Contractor(s) shall take out and maintain in effect adequate insurance policies for their personnel and vehicles and for work executed by them under the contract, unless such sub-Contractors are covered by the insurance policies taken out by the Contractor.

9.0 PROCUREMENT AND SUPPLY

9.6 Training

9.6.1 The Contractor shall, if required by the Purchaser, provide facilities for the practical training of Purchaser's personnel for operation and maintenance of the Equipment.

9.7 Manuals

Contractor shall submit to Purchaser, the manuals required for the Stores as listed in the technical specification including but not limited to:

9.7.1 Quality Control Manual:

Quality assurance for material, procurement, manufacturing, packing and forwarding, preservation at site, erection / Construction including field quality plan etc. shall be furnished with the bid by the Contractor conforming to the standards to be employed by Contractor under the contract.

9.7.2 Instruction manuals for equipment / systems:

Contractor shall forward Instruction Manuals, for operation and maintenance along with dispatch of respective equipment/systems required for the plant, as provided by manufacturer / suppliers of equipment / systems.

9.7.3 Operating Manual (Comprehensive & Integrated):

Contractor shall prepare and deliver to Purchaser, the Operating Manual having, but not limited to complete equipment and system instructions for the start-up, operation and maintenance of the plant. Contractor shall consult with Purchaser in the preparation of the Operating Manual and Purchaser will be permitted to make recommendations as to the final form and substance of the Operating Manual. The Operation Manual shall be consistent with Prudent Utility Practices, such that the various operations under anticipated operating conditions, result in operation of the Stores at the capacity, efficiency, reliability, safety and maintainability levels contemplated in the contract and shall in no way impair any warranty or guarantee on equipment, materials or services relating to the Stores supplied by Contractor under the contract.

13. FORECLOSURE AND TERMINATION

13.1 Foreclosure of Contract

13.1.1 If at any time after acceptance of the tender / during execution of work the Purchaser shall decide to abandon or reduce the scope of the work for any reason whatsoever and hence not require the whole or any part of the work to be carried out, the Purchaser shall give notice in writing to that effect to the Contractor and the Contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosure of the whole or part of the Contract.

13.1.2 Upon receipt of the notice of foreclosure under sub-clause no. 13.1.1, the Contractor shall either immediately or upon the date specified in the notice of foreclosure

- a) Cease all further work, except for such work as may be specified in the notice of termination for the sole purpose of protecting that part of the Stores already executed.
- b) Terminate all subcontracts, except those to be assigned to the Purchaser.

13.2 Cancellation / Termination of Contract in Full or Part

13.2.1 The Purchaser, without prejudice to any other rights or remedies it may possess, may terminate the Contract forthwith as a whole or only such items of work in default, in the following circumstances by giving a notice of termination and its reasons thereof to the Contractor, referring to this sub-clause 13.2.1:

If the Contractor;

- a) shall offer, or give or agree to give to any person in the Purchaser's service or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or for bearing to do or having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract for the Purchaser; or
- b) shall enter into a contract with the Purchaser in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to the Purchaser; or
- c) Shall obtain a Contract with the Purchaser as a result of wrong tendering or other non-bonafide methods of competitive tendering; or
- d) Adopts or has engaged in "fraudulent practice" like misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition.
- e) Adopts or has engaged in "coercive practice" like harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.
- f) being an Individual, or if a firm, any partner thereof, shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary-liquidation for purpose of amalgamation or reconstruction) under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to

do, or if any application be made under any insolvency-Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors; or
g) Being a company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or manager on behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or manager; or
i) assigns, transfers, subcontracts (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work shall not be deemed to be subletting) or attempts to assign, transfer or subcontract the entire work or any portion thereof without the prior written approval of the Purchaser.

13.2.2 In the event of default by the Contractor in the following circumstances, the Purchaser may, without prejudice to any other rights it may possess under the Contract, give a notice to the Contractor stating the nature of the default and requiring the Contractor to remedy the same. If the Contractor fails to remedy or to take steps to remedy the same within four (4) days of its receipt of such notice, then the Purchaser may terminate the Contract as a whole or only such items of work in default, by giving a notice of termination and its reasons thereof to the Contractor referring to this sub-clause no. 13.2.2.

If the Contractor

(a) has abandoned or repudiated the Contract or otherwise plainly demonstrates the intention not to continue performance of his obligation under the contract, or

(b) has without valid reason failed to commence work on the Stores promptly or has suspended the progress of Contract performance for more than ten (10) days after receiving a written instruction from the Purchaser to proceed, or

(c) persistently fails to execute the Contract in accordance with the Contract or persistently neglects to carry out its obligations under the Contract without just cause, or

(d) refuses or is unable to provide sufficient materials, services or labour to execute and complete the supply of Stores in the manner specified in the program at rates of progress that give reasonable assurance to the Purchaser that the Contractor can attain Completion of the supply of Stores by the Time for Completion as extended, or

(e) at any time makes default in proceeding with the work with due diligence and continues to do so after a notice in writing of 3 days from the Purchaser, or

(f) commits default in complying with any of the terms and conditions of the Contract and does not remedy it or take effective steps to remedy it within 4 days after a notice in writing is given to him in that behalf by the Purchaser, or

(g) fails to deliver the Stores or any part thereof on or before the Contractual Delivery Date(s), and does not complete them within the period specified in a notice given in writing in that behalf by the Purchaser.

13.2.3 In case the Contract is terminated under sub-clause no. 13.2.1 or 13.2.2 above the Contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this Contract unless and until the Project Manager has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid so certified.

13.2.4 In case the Contract is terminated under sub-clause 13.2.1 or 13.2.2 above, the Purchaser shall on such termination have powers to purchase from elsewhere, at the risk and cost of the Contractor, the Stores or part thereof, not delivered and contract for which is terminated, or other items of similar description when such Stores exactly complying with the Particulars are not in the opinion (such opinion being final) of the Purchaser readily procurable.

13.2.5 In the event of action being taken under clause no. 13.2.4, the Contractor shall also be liable for Liquidated Damages for delay in deliveries, which the Purchaser is entitled to recover as per clause Delay in Supply on that account, provided an agreement for such alternate purchase from elsewhere, is made within (two) 2 months of the letter of cancellation sent to the Contractor. The Contractor shall not be entitled to any gain on such purchase made on account of default. The manner and method of such alternate purchase shall be at the entire discretion of the Purchaser, whose decision shall be final. This right shall be without prejudice to the right of the Purchaser, to recover the damages for breach of Contract by the Contractor as provided in the Contract or under the general law.

13.2.7 In the event of anyone or more of the above courses under this clause no. 13.2 being adopted by the Purchaser, the Contractor shall have no claim to compensation for any loss sustained by him by reasons of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the Contract.

13.2.8 In any case in which any of the powers conferred upon the Purchaser by this clause, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the Contractor and the liability of the Contractor for compensation shall remain unaffected.

13.3 Termination of Contract on Death

13.3.1 If the Contractor is an individual or a proprietary concern and the individual or the proprietor dies or if the Contractor is a partnership concern and one of the partners dies then unless the Purchaser is satisfied that the legal representatives of the individual Contractor or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Purchaser shall be entitled to cancel the Contract as to its incomplete part without the Purchaser being in any way liable to pay any compensation to the estate, of the deceased Contractor and/or the surviving partners of the Contractor's firm on account of the cancellation of the contract. The decision of the Purchaser that the legal representatives of the deceased Contractor or the surviving partners of the Contractor's firm cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such cancellation, the Purchaser shall not hold the estate of the deceased Contractor and/or the surviving partners of the Contractor's firm liable for damages for not completing the Contract.

14 SETTLEMENTS OF DISPUTE

14.1 Settlement by Mutual Consultation:

14.1.1 If any dispute of any kind whatsoever shall arise between the Purchaser and the Contractor in connection with or arising out of matters covered in the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or execution of the facilities whether during the progress of the facilities or after their completion and whether before or after the termination, abandonment or breach of the Contract, the parties shall seek to resolve any such dispute or difference by mutual consultation. Efforts shall be made first to resolve such dispute or difference at the level of Hon. Secretary's (SSCOHS) level, failing which the matters in dispute shall be discussed for settlement at Hon. Chairman's level at SSCOHS. If the parties fail to resolve such dispute or difference by all such mutual consultation(s), then the either party may give a thirty (30) day notice to the other party conveying its intention to commence Arbitration as hereinafter provided as to the matter in dispute, and no Arbitration in respect of this matter may be commenced unless such notice is given.

14.2 Arbitration

14.2.1 Any dispute in respect of which notice of intention to commence Arbitration has been given, shall be finally settled by Arbitration. The Arbitration may be concluded prior to or after completion of the facilities. Arbitration proceedings shall be conducted in the manner as herein below provided.

14.2.2 Consequent to issue of notice of intention to commence Arbitration by either party, both the Purchaser and the Contractor shall appoint one Arbitrator each. These two Arbitrators shall agree between themselves and shall appoint a third Arbitrator. The issue in dispute shall then be referred to these Arbitrators. In any Arbitration invoked at the instance of either party to the Contract, the Arbitrator(s) would be free to consider the counter claim of the other party even though they are not mentioned in the reference to Arbitration. The decision either by consensus or by majority of these three Arbitrators shall be final and binding on both the parties and shall be implemented by the parties forthwith.

14.2.3 The provisions of the Arbitration & Conciliation Act, 1996, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such Arbitration proceedings. The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

14.2.4 For Contract awarded to a foreign Contractor or to a consortium in which the Foreign Contractor is the lead partner, Rules of Conciliation and Arbitration of the International Chamber of Commerce shall apply to such Arbitration proceedings. The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

14.2.5 For Contract awarded to a Public Sector Enterprise, all matters in dispute to be settled through arbitration shall be referred to the Permanent Arbitration Mechanism (PAM) of the Department of Public Enterprise, Government of India.

14.3 General

14.3.1 Notwithstanding any reference to Arbitration as herein before provided –

(a) the Parties shall continue to perform their respective obligations under the Contract with due diligence, unless they otherwise agree,

(b) the Purchaser shall continue to pay to the Contractor any moneys due and undisputed to the Contractor.

**SPECIAL CONDITIONS OF TENDER / CONTRACT
PLACED BY
SHREE SHIVAJI COOPERATIVE HOUSING SOCIETY LIMITED**

1.0 SCOPE OF WORK:

Engineering, fabrication, Construction, Supply, replacement, waste disposal, inspection, testing & commissioning of Scope of Work as detailed under Technical specification Section C & D.

2.0 SITE LOCATION:

The bidder may please note that the site/s are located on various Plots within Shree Shivaji Cooperative Housing Society Ltd., Senapati Bapat, Pune 411016.

3.0 SECURITY RULES:

The contractor shall follow all security rules as may be framed by the SSCOHS from time to time regarding movement of materials and equipment to site, control of entry of personnel etc. The contractor and his personnel shall abide by all security measures imposed by SSCOHS or their duly authorized representative from time to time.

4.0 SIGNING OF AGREEMENT:

4.1 The successful Bidder shall enter into contract and shall execute and sign the Contract Agreement in accordance with the Agreement.

5.0 COMPLIANCE REQUIREMENTS

GST, EPF, ESIC related

a) For GST: To ensure the compliance of payment of statutory levies by contractor, the documentary evidence of registration towards GST of Maharashtra (As place of business of recipient is Maharashtra) to be submitted by Registered Bidders before commencement of work.

b) For EPF: To ensure the compliance of payment of statutory levies by contractor, the documentary evidence of registration towards EPF (if applicable) and Professional tax shall be submitted before 1st R.A. Bill.

c) For Insurance Policies i.e. Employee Compensation Policy (if applicable), CAR policy (if applicable) and Third Party Insurance, documentary evidence of premium paid towards the same insurances shall be submitted before commencement of work. Contractor shall provide Insurance cover in the joint name of corporation and the contractor, from the date of commencement of work to the end of defect liability period as per LOI / work order. Insurance policies are to be taken from Govt. Insurance Companies (GIC), like National Insurance, New India Insurance, Oriental Insurance & United India Insurance only. The Insurance should be applicable for the entire site.

d) ESIC (If applicable):

As per ESIC rules Contractor has to register the contract workers under ESIC immediately after the award of the work. Contractors shall register all the workers working under him so that they can avail ESIC benefit from the first day of their work. Further it may please be noted that contract workers, who are already registered and having registration number need not to be registered again but they shall be transfer to present contractor code and contractor shall transfer their name before commencement of the work. The contractor shall furnish the ESIC contribution deposit challan duly certified by EIC along with the next month RA Bills. The amount of the premium towards the ESIC shall be as per the ESIC Act 1948 and amendments thereon. ESIC component shall be applicable on minimum wages only.

Applicability of ESIC / Employees Compensation Policy during Defect Liability Period:

It has to be ensured by the bidder that during Defect Liability Period also workmen shall be covered under ESIC act. Wherever if employees are not covered under ESIC act then they should be covered under Employees Compensation Policy. The following provision of ESIC Act may please be taken into consideration while covering the workmen under ESIC / Employees Compensation Policy. "If the contribution paid not less than 78 days in the contribution period, medical benefit is admissible till the end of the corresponding benefit period. Following is the contribution and benefit period":

6.0 LABOUR LICENSE

The contractor shall apply for issue of Form-V as soon as work order is issued, in case labour license is to be obtained.

7.0 THE FOLLOWING DOCUMENTS ARE TO BE SUBMITTED:

a) Before commencement of work:

1. CAR policy (if applicable), Third Party Liability and Employees Compensation policy (in original) as per schedule – A along with premium receipts in original to ENC.
2. Work Order acceptance letter.
3. ESIC Registration (if applicable) - Document of registration of Contractor's workers under ESIC or if workers are already registered and having registration number for ESIC, the document of transfer of names of workers for ESIC under present contractor code.
4. Copy of GST registration of Maharashtra State to be submitted by registered bidders/suppliers

b) For payment of the First RA Bill, contractor shall furnish following documents

1. Copy of registration of EPF along with the PF account no. of the employees. Challans for EPF for previous month shall be submitted along with subsequent RA bill (if applicable).
2. Partnership deed of firm in case of partnership firm or power of attorney of the representative in case of company.
3. Bank details, address, RTGS number etc.
4. Copy of Professional tax registration
5. Copy of PAN card in name of firm / individual (in case propriety firm).
6. Labour license if applicable.
7. Copy of wage register witnessed by SSCOHS's rep for the bill period, bank transfer details.
8. Contract Agreement on non-judicial stamp paper of Rs 500/-.
9. ESIC registration (if applicable): Document of registration of Contractor's workers under ESIC or if workers are already registered and having registration number for ESIC, the document of transfer of names of workers for ESIC under present contractor code.
10. The contractor shall deposit the challan regarding deposition of contribution towards ESIC I (if applicable) as per the ESIC Act 1948 and its amendments along with the next month RA Bills. The Amt shall be as per the ESIC Act 1948 (if applicable).
11. In case exemption from TDS (if any), copy of valid exemption certificate to be forwarded.
12. Monthly Wage Certificate for RA bill payment.
13. Registered Bidder shall submit the GST Tax Invoice as per the GST Rules. The GST will be paid to the contractor in RA bills on the basis of Tax Invoice under GST Rules.

c) For payment of the Final Bill, the contractor shall furnish the following documents:

1. The contractors shall indemnify, on stamp paper of appropriate value, before settlement of final bills that provisions of EPF & MP Act, 1952 as applicable have been complied with and he will stand responsible for any future claims, in this regard, received through Central & State Govt.
2. Certificate (having UDIN) from chartered accountant on GST payment.

8.0 EMPLOYMENT LIABILITY:

The contractor shall solely and exclusively be responsible for engaging or employing persons for the execution of this work. All employees engaged by the contractor shall be on contractor's payroll and be paid by him. SSCOHS will have no liability whatsoever concerning the workmen engaged for this service. The contractor shall indemnify SSCOHS against any loss / damage/ liability arising out of in the course of its employing person or out of relations with its employee. In case of complaint of non-fulfilment of any obligation under the contract, SSCOHS reserves the right to withhold the payment due to them and out of such amount or amount of security held, if any or amount likely to fall due contractor, to make such payment as it may consider necessary for smooth and unhindered working. There shall be no relation of employer and employee between SSCOHS and workmen engaged by contractor under the contract and no claims for any employment in SSCOHS will be entertained or tenable. It shall be the contractor's sole responsibility to regulate and effect any terms of employment with the engaged persons without any liability whatsoever to SSCOHS.

9.0 ACCIDENT OR INJURY TO WORKMAN:

The contractor shall be solely liable for any accident or injury that may happen to any of his personal engaged in the contract. SSCOHS shall not be liable for, or in respect of any damage or compensation payable at law in respect of or in consequences of any accident or injury to any personal in contractor's employment and the contractor shall indemnify and keep indemnified SSCOHS against such claim, damages, compensation and proceedings.

10.0 SITE WORKS:

1. Working Hours: Contractors may note that work will have to be carried out during normal working hours (from 0800 to 1800 Hrs) to meet the schedule. Contractor shall take note of this requirement before quoting. Also, statutory norms pertaining to working hours shall be followed.
2. Work on Sundays and Holidays: for carrying out Work on Sundays and holidays, the contractor shall approach SSCOHS in advance and obtain permission in writing. The contractor shall observe all labour laws and other statutory rules and regulations in force while deploying persons for working on Sundays and holidays.

11.0 PROJECT PROGRAM / PROJECT SCHEDULE:

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and the time shall be deemed to be the essence of the contract and shall be reckoned from the date indicated in the work order. All the work shall be completed in accordance with the project schedule given in this tender. Monsoon and other inclement weather will not be considered as a reason for extension of time or any overstay compensation / any additional payment. On award of work, the Contractor shall prepare and submit a detailed resource-based project time schedule for monitoring physical and financial progress in consultation with SSCOHS. He shall prepare and submit all major milestones structure / system wise keeping the phasing of the work generally in line with the project schedule proposed in tender specification, for the approval of SSCOHS which shall form the part of the contract. Based on the approved schedule, contractor has to develop detailed work schedules for all activities considering actual quantum of work & resources deployed. The contractor shall strictly adhere to such schedules and rolling plan shall be submitted. While monitoring / tracking the project, the impact of the delays if any shall be brought out clearly including its effect on the critical path and the cascading effect on the total project schedule. The submitted schedule shall include the order in which the contractor intends to carry out the work including anticipated timing of each stage / activity or milestone, submission of contract documents, procurements, and delivery to site, construction, erection and testing including resource mobilization. The contractor shall prepare and submit daily, weekly and monthly planning and progress reports in the prescribed formats finalized in consultation with SSCOHS.

12.0 WATER & ELECTRIC SUPPLY

Construction Water & Power supply will be provided by Purchaser at site to the contractor for site work.

13.0 RIGHTS OF OTHER AGENCIES

The contractor shall note that several other agencies may also be simultaneously working within and around the Works covered under the present contract. The contractor shall permit as directed by the SSCOHS from time to time, such works to be carried out without any hindrance and fully coordinate his activities and extend all his co-operation to the other agencies working therein. In case of dispute in such co-ordination, SSCOHS's decision shall be final and binding on the contractor.

14.0 ACCOMODATIONS FOR WORKERS

If applicable, Contractor should make their own arrangement for their worker's accommodation.

15.0 SAFETY MANAGEMENT

The requirement of safety management for safety shall be as specified. Contractor shall use only FRLS cables at infrastructure facilities and also at site. Covering of any equipment shall be done using fire retardant Tarpaulin and normal tarpaulin is not permitted at site.

16.0 LIABILITY FOR LOSS, DAMAGE, ACCIDENT, INSURANCE ETC.

Insurance Policies

The contractor shall take out at his own cost, the following insurance policies for the period starting from the date of commencement of the work to the end of defects liability period of the contract plus claim period of 3 months, with an insurer acceptable to SSCOHS for an appropriate amount and documents in this regard to be submitted to SSCOHS before start of work:

- a) Contractors all risk insurance policy (CAR) / Erection All Risk Insurance Policy (EAR). The taking out of such policy shall not in any way limit or diminish the responsibility of the contractor for any loss or damage. The policy shall also cover Public Liability (Non industrial risks) / Third Party Insurance as per Section IV-GCC.
- b) Workmen Compensation Policy / ESIC in respect of all his workmen engaged.
- c) Group insurance to cover supervisors and staff directly employed by the contractor.
- d) During the execution of the contract, and until completion certificate is issued, the contractor will be fully liable to compensate all concerned, for any loss, damage or destruction of structures, equipment, plant & machinery, persons, property etc. including third party risk arising due to causes attributable to the contractor as may be decided by SSCOHS or their representative whose decision in this regard shall be final. No claim shall be made against SSCOHS on this account.

The scope of Insurance / coverage of Risk

- a) The insurance shall be done under the Erection's all risk insurance policy covering loss or damage against all risks including but not limited to loss / damage due to fire, electricity, earthquake, waves, tides, flood, storm, storm surge, Tsunami, tempest and all other perils.
- b) The value of the insurance shall be such that it fully covers the losses suffered on account of any peril, including all the components.

SECTION – C

**TECHNICAL SPECIFICATIONS
UNDER THIS RFQ**

SECTION – D

**FORMAT FOR
SUBMISSION OF PRICE BID**