

**ANNEXURE-1**  
**INSURANCE**

The contractor shall without limiting his or the employer obligations and responsibilities insure:

- a) The works , together with materials and plants for incorporation therein, to the full replacement cost (Term "Cost" in this context shall include profit)
- b) The contractor equipments and other things brought onto the site by the contractor, for a sum sufficient to provide for their replacement at site.
- c) The insurance detailed above shall be in the joint names of the contractor and the employer at the contractor's cost and shall cover the employer and the contractor against all loss or damage from whatsoever cause arising from the start of the date of the work to the completion of operation and maintenance period as per the scope of work.

Any amount not insured or not recovered from the insurer shall be borne by the Employer or the contractor in accordance with their responsibilities under Clause-1.

The contractor shall except if and so far as the contractor provides otherwise, indemnify the Employer against all losses and claims in respect of,

- a) Death or injury to any person, or
- b) Loss of or damage to any property (other than the works) which may arise out of in consequent of the Operation and maintenance of the facility and the remedying of any defects therein, and against all claims proceedings, costs, charges, and expenses whatsoever in respect thereof or in relation thereto.

The "Expectations" referred to are:

- a) The permanent use or occupation of land by the works, or any part thereof,
- b) The right of then Employer to execute the works , or any part thereof on, under in or through any land
- c) Damage to property which is the unavoidable result of the execution and completion of the works or remedying of any defects therein, in accordance with the contract and
- d) Death of or injury to persons or loss of or damage to the property resulting from any act or neglect the Employer ,his agent, servant or other contractor not being employed by the Contractor or in respect of any claims proceedings, damages, cost, charges and expenses in respect thereof or in relation , where the injury or damages was contributed to by the contractor, his servant or agents, such part of said injury or damages as may be just and equitable having regards to the extent of responsibility of the Employer, his servants or agents or other contractor for injury or damage

The Employer shall indemnify the contractor against all claims, proceeding, damages, cost, charge and expenses.

The contractor shall without limiting his or the employer's obligations and responsibilities issue, joint name of the contractor and responsibilities, insure in the joint name of the contractor and the employer, against liabilities for death or injury to any person or loss of damages to any properties (Other than the facility) arising out of the operation and maintenance of the project other than the exceptions defined.

The insurance policy should include a cross liability clauses such that the insurance shall apply to the contractor and to the employer as separate insurer.

The employer shall not liable for or in respect of ant damages or compensation payable to any workman or other person in the employment of the contractor or any subcontractor, other than death or injury resulting from any act or default of the employer, his agent or servants. the contractor shall indemnify and keep indemnified the employer against al such damages and compensations, other than those for which the employer is liable as aforesaid, and against all claims ,proceeding, damages, costs, charges, and expenses what so ever in respect there of or in relation thereto.

The contractor shall insure against such liability and shall continue such insurance during the whole of the tie that any persons are employed by him or the facility provided that in respect of any person, employed by any subcontractor, the contractors obligation to insure as aforesaid under this sub clauses shall be satisfied if the subcontractor shall have insured against the

liability in respect of such person in such manner that the employer is indemnified under the policy, but the contractor shall require such sub contractor to produce to the employer, when required such policy of insurance and receipt for the payment of the current premium.

In the event that the contractor or the employer fails to comply with the condition imposed by the insurance policy affected pursuant to the contract, each will indemnify the other against all losses and claims arising from such failure according to the contract conditions.

In view of circular no. vigilance cell/inspection note/188 dated 19/3/2012 of member secretary, GWSSB, Gandhinagar (copy of circular in Gujarati version is attached at Annexure-4)

1. Agency shall have to take insurance policy and intimate to GWSSB along with the evidence within time limit. In case of noncompliance entire responsibility shall be rest with the agency and required amount shall be recovered from any due amount of the agency.
2. GWSSB can recover penalty amount from the agency for not taking the insurance. Though the penalty amount is recovered, responsibilities of the agency for taking insurance shall be continued and will not be escaped from this responsibility.