



GENERAL CONDITIONS OF CONTRACT FOR

**Provisioning of Security Service at ERDA –
Rabale - Navi Mumbai, Gurugram-Haryana,
Savli-Vadodara-Gujarat & Makarpura - Vadodara-Gujarat.**

**ELECTRICAL RESEARCH & DEVELOPMENT ASSOCIATION
AT MAKARPURA, DIST: VADODARA**

**Electrical Research and Development Association
ERDA Road, GIDC, Makarpura,
Vadodara – 390 010**

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GENERAL CONDITIONS OF CONTRACT

1.0 DEFINITION OF TERMS:

In the Contract Documents (as herein defined) where the context so admits, the following words and expressions will have the following meanings:

- a. "Alteration Order" means an order given in writing by the Engineer-in-Charge to effect additions to or deletions from and alteration in the works.
- b. "Approved" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "Approval" means approval in writing including as aforesaid.
- c. "Completion Certificate" shall mean the certificate to be issued by the Engineer-in-Charge and/or Project Manager / Project Head when the Works have been completed in accordance of Contract Document to his satisfaction.
- d. "Construction Equipment" means all appliances/equipment and things what so ever nature for the use in or for the execution, completion, operation, or maintenance of the work or temporary works (as here-in-after defined) but does not include materials or other things intended to form or to be incorporated in to the work, or camping facilities.
- e. "Contract" means the Articles of Agreement between the ERDA and the BIDDERS for the execution of the works including therein all Contract Documents as may be supplemented, amended, restated or replaced from time to time in accordance with the provisions hereof.
- f. "Contract Documents" means collectively the Tender Documents, Designs, Drawings, Specification, Bill of Quantities and Rates, and agreed variations if any, and such other documents constituting the Tender and acceptance thereof.
- g. "BIDDERS" means the person or persons, firm or company or corporation whose Tender has been accepted by ERDA or its successors and permitted assigns.
- h. "Day" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- i. "Drawings" means and includes maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawing as may, from time to time, be furnished or approved in writing by the Engineer-in-Charge.
- j. "Director" means the Director of ERDA or his successor in office as designated by the ERDA.
- k. "Engineer-in-Charge" means the person designated as such by ERDA and shall include those who are expressly authorized by him to act for and on his behalf for operation of his contract.
- l. "Final Certificate" in relation to a work means the certificate regarding the satisfactory compliance of various provisions of the contract by the BIDDERS issued by the Engineer-in-Charge/the ERDA and /or Project Manager/ Project Head after commissioning of Work.
- m. "Incoterms" shall mean those trade terms published by the International Chamber of Commerce and entitled "Incoterms 2010".
- n. "Metric System" means all technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.
- o. "Mobilization" shall mean establishment of sufficiently adequate infrastructure by the BIDDERS at "Site" comprising of construction equipment, aids, tools tackles including setting of site offices with facilities such as power, water, communication etc. establishing manpower organization comprising of Resident Engineers, Supervising personnel and an adequate strength of skilled, semi-skilled and unskilled workers, who, with the so established infrastructure shall be in a position to commence execution of work at site(s), in accordance with the agreed Time Schedule of Completion of Work. Mobilization shall be considered to have been achieved, if the BIDDERS is able to establish infrastructure as indicated above to begin work at all site(s) / locations as per the Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of Engineer-in-Charge/ERDA.
- p. "Notice in writing or written Notice" means a notice in written, typed printed characters.
- q. "Owner" means the ERDA.
- r. "Plans" means all maps, sketches and layouts as are incorporated in the Contract in order to define broadly the scope and specifications of the work or works, and all reproductions thereof.

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- s. "Project Head" shall mean the Manager of ERDA or his successor in office or his authorized Project Nominee.
- t. "Site" means the land and other places on, under, in or through which the Works are to be carried out and includes any other land or places provided by the ERDA for the purpose of the contract.
- u. "Specification" means all directions for the various technical specifications, attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities and qualities of the work or works and materials to be furnished under the Contract for the work or works, as may be exemplified or modified by the ERDA or Engineer-in-Charge during the performance of Contract in order to provide for the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Indian Standard Specifications including all addenda/corrigenda published before entering into Contract.
- v. "Sub-BIDDERS" means any person or firm or company (other than the Shielding Room BIDDERS) to whom any part of the work has been entrusted by the Shielding Room BIDDERS, with the prior written consent of the ERDA and Engineer-in-Charge, and the legal personal representatives, successors and permitted assigns of such person, firm or Company.
- w. "Tender" means the proposal along with supporting documents submitted by the BIDDERS for consideration by the ERDA.
- x. "Term" means the period starting with the execution of Articles of Agreement and ending with the Defect Liability Period unless earlier terminated.
- y. "Value of Contract" or "Tender Value" or "Contract Value" means the sum accepted or the sum calculated in accordance with the prices accepted in Tender and / or rates as payable to the BIDDERS for the entire execution and full completion of the Work.
- z. "Week" means a period of any consecutive seven days.
- aa. "Work" means the works to be executed in accordance with Contract or part there of as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the Contract.
- bb. "Working Day" means any day, which is not declared holiday or rest day by the ERDA.

Terms and expressions not herein defined but defined in other section of the Tender Documents shall have the same meaning as are assigned to them in other section of the Tender Documents.

SECTION - II

2.0 GENERAL INFORMATION

a. LOCATION OF SITE:

The proposed location of project site is defined in the Notice for Invitation of Tender (NIT).

b. SCOPE OF WORK:

Scope of Work shall include **Provisioning of Security Service at ERDA – Rabale - Navi Mumbai, Gurugram - Haryana, Savli – Vadodara - Gujarat & Makarpura – Vadodara - Gujarat.** as specified in the Tender. The BIDDERS shall provide all necessary materials, equipment, labour etc. for the execution of the Work till completion unless otherwise mentioned in these Tender Documents. All materials that go with the work shall be approved by Engineer-in-Charge prior to procurement and use.

No part supply/ wrong supply or short supply will be accepted by ERDA. The Director will be the final authority and will have the right to reject full or any part of supply, which is contradictory to the terms and conditions agreed at the time of placement of order. In case of rejection of any supplied items due to nonconformity in quantity and/or quality, ERDA will have right to charge liquidated damages, as it deems fit.

c. WATER SUPPLY:

Water shall be supplied at one point by the ERDA for construction purpose. Further distribution is in the scope of BIDDERS at his own cost. The BIDDERS shall arrange water for purpose of personal consumption of its employees, agents, consultants and such other persons permitted and employed on Site.

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d. POWER SUPPLY:

ERDA shall provide electricity at one point free of cost. Further distribution shall be in scope of BIDDERS. It shall be the responsibility of the BIDDERS to provide and maintain the complete installation on the load side of the supply with due regard to safety and proper circuit protection requirement at Site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e. as per the Central/State Electricity Acts and Rules etc. The BIDDERS will ensure that his equipment and electrical wiring etc. are installed modified, maintained by a licensed Electrician/Supervisor.

- i. ERDA is not liable for any loss or damage to the BIDDERS's equipment as a result of variation in voltage or frequency or interruption in power supply or other loss to the BIDDERS arising there from.
- ii. The power supply required for the BIDDERS's colony (outside ERDA premises) shall be arranged by the BIDDERS and shall be as per State Electricity Board, Rules and other statutory provisions applicable for such installations from time to time.
- iii. In case of damage of any of ERDA's equipment or loss caused to ERDA on account of fault, intentional or unintentional on the part of the BIDDERS, use of substandard equipment, wires, tools and tackles ERDA reserves the right to recover the cost of such damage from the BIDDERS's bill. Cost of HRC Fuses replaced at ERDA's terminals due to any fault in the BIDDERS's installation shall be to the BIDDERS's account at the rates decided by the Engineer-in-Charge. Ratings of fuses to be provided / used by the BIDDERS shall not be more than the ratings approved by ERDA.
- iv. Only motors up to 3 HP will be allowed to be started direct on line. For motors above 3 HP and upto 100 HP a suitable Starting devices approved by the Engineer-in-Charge shall be provided by the BIDDERS. For motors above 100 HP slip ring induction motors with suitable starting devices as approved by the Engineer-in-Charge shall be provided by the BIDDERS.

e. CONTRACT VALIDITY:

The contract will be awarded for a period of 1 (one) year from the date of issue of LOI/PO.

The works shall be executed strictly as per the agreed time schedule. The BIDDERS shall have to plan his construction programmed and activities so as to complete the work in the stipulated period. The period of completion given includes the time required for Mobilization as well as testing, rectifications, if any, re-testing and completion in all respect to the entire satisfaction of Engineer-in-Charge.

Time being of essence of this Contract, the BIDDERS will be expected to furnish all labour and materials in sufficient quantities and at appropriate time, expedite and schedule the work as required and manage the operation that the Work will be completed within the said time in the Contract. In addition to providing a detailed time and progress schedule the BIDDERS shall submit an outlined and graphic schedule of proposed procedures to the Engineer-in-charge for approval.

In case the progress of work is found falling short of schedule, the BIDDERS shall mobilize additional resources in terms of manpower, machineries/equipment, tools/tackles and consumables to mitigate the delay within a period as instructed by Engineer-in-Charge without any additional cost to ERDA. The assessment of progress of work at any period, by the Engineer-in-Charge shall be final and binding on the BIDDERS. In case the progress of Work is found unsatisfactory, ERDA reserves the right to intervene and get the job done by engaging other agency/ BIDDERS, as it may be deemed fit, at the BIDDERS's risk and cost after issuing notice of seven days.

The BIDDERS shall furnish at the time of letter of award Bar chart showing the milestone and critical path for completion of Work within the stipulated time and as per conditions of the Contract. The programme should clearly include submission of drawings, production, supply and transportation, erection proposed to be deployed for achieving the targeted progress, justification for same based on machinery output, the date from which each machinery shall be available at Site in working condition etc. complete. The programme shall be subject to the approval of Engineer-in-Charge who may order changes in the programme. The decision of Engineer-in-Charge shall be final and binding in this regard.

The BIDDERS is expected to mobilize and employ sufficient resources as indicated in the agreed network chart programmed to achieve the progress within the broad frame work of accepted methods of working and safety. No additional payment shall be made to the BIDDERS for any multiple shift

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work or other incentive methods contemplated by him in his work schedule even though the time schedule is approved by the Engineer-in-Charge.

During the currency of the Work the BIDDERS is expected to adhere to the time schedule on mile stone and total completion and this adherence will be a part of the BIDDERS's performance under the contract.

Upon completion of Work to the satisfaction of ERDA, ERDA shall issue Final Works Certificate.

f. RESPONSIBILITIES OF THE BIDDERS:

The Bidders shall employ at its own cost and responsibility all necessary and adequate skilled, semiskilled and unskilled experienced workmen, materials, constructions and other equipment, tools and tackles, consumables, etc. for proper and timely execution of works. The rates quoted shall be inclusive of all such requirements. All materials, tools, plants, equipment's which are proposed to be used for the work shall be approved from the Engineer-in-Charge prior to procurement and use. If in ERDA's opinion, any of BIDDERS's personnel is unsuitable or not complying with provisions of the Contract, or such personnel's performance is unsatisfactory, ERDA may require BIDDERS to replace such personnel. BIDDERS shall forthwith remove such personnel. Any personnel so removed shall not be deployed to provide any work for ERDA unless specifically so permitted by ERDA in writing.

The BIDDERS shall comply with ERDA's HSE document (Refer SECTION VII)

The BIDDERS shall maintain at the site a works diary showing an accurate record of the progress of the Work item wise, the number of men employed under each trade, plant and equipment at site, the weather, temperature and other aspects having a bearing on the Work. The works diary shall be made available for inspection by the Engineer-in-Charge whenever called for.

The BIDDERS shall exercise extreme care at all time to maintain cleanliness in all operations, avoid fire and accident hazards and remove all inflammable debris promptly. The Site shall be kept clean of construction dirt and debris and shall be maintained in a condition reasonably acceptable to ERDA at all times. It shall be the specific responsibility of the BIDDERS to fully advise other BIDDERSs/ sub BIDDERSs their responsibility each has in scheduling and performing their Work as to conform to the established progress schedule and the contract completion date approved by the Engineer-in-Charge.

The BIDDERS has to submit drawing to the consultants if required for any fabrication or other work for approval before execution of Work.

g. DRAWINGS:

The BIDDERS's work shall not deviate from the approved Drawings and Specifications. All Drawings furnished for construction are the property of the ERDA and should not be disclosed.

h. CO-ORDINATION OF WORK

The Engineer-in-Charge shall co-ordinate the Works of various agencies engaged at the Site to ensure minimum disruption of Work carried out by different agencies. It shall be the responsibility of the BIDDERS to plan and execute the Work strictly in accordance with site instructions to avoid hindrance to the Work being executed by other agencies at site.

Where the BIDDERS is required to obtain ERDA's prior approval of any document, information, proposal or decision, or any part of the Work:

- BIDDERS shall provide ERDA all necessary documentation and a request in writing specifying the time within which ERDA's approval or rejection is required so as to be consistent with the schedule requirement, which shall in no event be lesser than 15 days. BIDDERS shall, together with such documentation, submit drawings, manuals, specifications, calculations, information and details required for review thereof.
- ERDA shall review and give BIDDERS its comments and approval or reasons for disapproval in writing within the reasonable time period specified by BIDDERS.
- Approval by ERDA shall authorize BIDDERS to proceed with the Work in respect of which approval has been granted. In case of any comments or if ERDA does not approve such document, BIDDERS shall consult with ERDA and revise and re-submit the relevant document to reflect ERDA's comments or recommendations and the procedure set out above shall be followed until approval of the documents by ERDA.
- BIDDERS shall not vary, modify or otherwise depart from any documentation approved by ERDA without re-submitting such document to ERDA and obtaining ERDA's approval for such revised document.

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Notwithstanding anything contained herein, any review, comment or approval given by ERDA shall not relieve BIDDERS from any of its obligations or responsibilities hereunder in any manner whatsoever and shall not entitle BIDDERS to any extension of time or of the completion date or to any increase in the Contract Value.

i. USE OF CONTRACT DOCUMENTS AND INFORMATION

The BIDDERS shall not, without ERDA's prior written consent, disclose the Contract or any provision thereof including any specification, drawing, sample or any information furnished by or on behalf of the BIDDERS in connection therewith, to any person other than the person(s) employed by the BIDDERS in the performance of the Contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for the purposes of such performance for this Contract.

The BIDDERS shall not, without ERDA's prior written consent, make use of any document or information mentioned in this Tender except for the sole purpose of performing the Contract.

j. REPRESENTATION AND WARRANTIES

BIDDERS represents and warrants to ERDA that:

- it is duly organized and validly existing under the laws of India and has the power, capacity and authority to own its assets and to conduct its business as currently conducted and as contemplated in the Contract;
- it has the power and capacity to enter into and perform the Contract and all transactions and undertakings contemplated in the Contract;
- all corporate or other required action necessary for the authorization, execution, performance and delivery of the Contract and the transactions contemplated by the Contract have been duly obtained, and
- the Contract has been duly executed by it and its obligations under the Contract are valid and binding upon it in accordance with its terms.
- it has requisite experience, knowledge, expertise, capacity, availability of manpower and adequate infrastructure and resources with capacity and ability to supplement and augment all of these as may be necessary to effectively and properly perform the Work;
- it has, prior to the submission of Tender, ascertained, evaluated, and obtained a complete understanding, of:
 - the nature and extent of Work, all matters relating to the Site and its environs, the general character of existing or adjacent work or structures, and means of ingress and egress to and from the Site,
 - the general and local climatic, subsoil, weather and environmental conditions, seasons and all other matters that may affect the progress or performance of Work or costs thereof;
 - the suitability and availability of infrastructure and applicable permits required to be obtained and all Site access, operational and other requirements, relating to and / or affecting the performance of Works;
 - the equipment, facilities, infrastructure and resources required for performance of Works, the availability of labour, equipment, materials, consumables and the supply and conditions affecting the availability and quality of such resources;
 - other general and local conditions and applicable law's (including environmental and labour laws) which may affect performance of Work or the cost thereof;
- BIDDERS has examined all aspects of the Contract and the Work to be performed and has satisfied itself fully as to the sufficiency of the consideration for performance and completion of all of its obligations under, and in accordance with, the Contract. BIDDERS agrees and acknowledges that the Contract Value is based on its inspections and studies and accordingly, no increase of Contract Value shall be permitted in respect of actual conditions encountered by BIDDERS at Site.
- Save and except as expressly provided in the Contract, BIDDERS shall not be entitled to any increase in Contract Value and rates in respect of its obligations under the Contract.
- BIDDERS acknowledges that the Contract Value is inclusive of performance by BIDDERS of all its obligations under the Contract including service not expressly delineated in the Contract but inherently necessary to complete the Work, and is inclusive of all overheads, finance charges on capital employed, taxes, profit, costs, charges and other expenses of every kind and nature.

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- BIDDERS hereby assumes full and complete responsibility for performance of Work under the Contract and warrants and guarantees that:
 - Shall be of good workmanship free of defects and faults, shall be in accordance with the Contract and shall be performed with due diligence and efficiency.
 - Shall comply with and be in accordance with good industry practice, applicable laws and applicable permits.
 - Shall be performed by persons who are suitably qualified and experienced and will show first class skill and workmanship of standards generally accepted in the industry as highest standards.
 - Shall be complete in all respects and shall meet and fully comply with codes and well recognized professional standards.
 - All persons deployed by it in connection herewith shall be properly qualified, competent, skilled and experienced and BIDDERS shall be solely responsible for the quality of Work.

j. PROTOCOL FOR EXECUTION:

The following protocol shall be followed for execution.

- Purchase Order
- Relevant specification & Drawings
- If Specification not available then applicable IS specification to be followed.
- General & Special Conditions of Contract
- BIS Codes & Other Codes

k. MODE OF MEASUREMENTS:

Mode of measurement for all Works will be as per IS code practice except where specified. Structural steel work shall be measured based on construction drawings and weight worked out by multiplying length/size of the section with standard unit weight as per IS. Rolling margins, if any, shall be adjusted in quoted rates. Laps, chairs, pins and splices shall be measured as actually provided at site.

l. USE AND TESTING OF MATERIALS:

The BIDDERS shall comply with the requirements of testing requirement of technical specification as it relates to all testing and certifications.

m. ADDITION / DELETION OF WORK:

All Addition / Deletion of work, if any shall be expressly pre-approved in writing by ERDA. However, Work shall not be interrupted or slowed down or stopped under any circumstances for want of settlement of claims / adjustment in rates etc.

n. MOBILIZATION AND PROGRESS OF WORK :

In case, if the BIDDERS is unable to mobilize / progress to the satisfaction of ERDA with adequate plant and machinery / tools and tackles / labour / skilled / semi-skilled personnel, ERDA shall be free to replenish / augment the same at the cost of the BIDDERS. Also if required, contract, in parts or full, may be terminated, for non-performance/delays at the discretion of ERDA. The BIDDERS shall not be entitled for any compensation, whatsoever, in any of the circumstances. The cost for alternate arrangement for execution/continuation of Work may be debited to the BIDDERS by the ERDA.

o. INDEMNITY

Notwithstanding anything contained herein, ERDA shall not be responsible or liable in any manner whatsoever for any claims, suits, actions, proceedings, liabilities, demands, losses, damages, fines, penalties, costs or expenses incurred or suffered by BIDDERS, its sub BIDDERSs or its or their personnel, workmen, sub-BIDDERSs, agents or representatives, including in respect of any injury or death of any Person or damage to or loss of any equipment, material or property arising or resulting from, or occasioned by or in connection with the Works and BIDDERS hereby releases ERDA from any and all such liability therefore.

BIDDERS shall indemnify, defend and hold ERDA harmless from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, damages, losses, fines, penalties, costs or expenses (including legal fees and expenses) of every kind and nature, arising, whether during the Term or at any time thereafter and in any manner directly or indirectly caused, occasioned or contributed in whole or in part, by reason of:

- any act, omission, fault or negligence whether active or passive of BIDDERS or of anyone acting under its direction or control or on its behalf;

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- breach of any representation, warranty, obligation or covenant under the Contract by BIDDERS or of anyone acting under its direction or control or on its behalf;
- Breach or violation of any applicable law, rules, regulations.
- Any statutory dues or other payments to its personnel, workmen, sub-BIDDERSs, agents or representatives.

If ERDA is required to pay any amount in respect of any claims or demands as aforesaid (including under applicable employment or labour laws) BIDDERS shall reimburse to ERDA the amount paid and costs incurred by ERDA or ERDA may, at its option, deduct such amounts from any sum due or thereafter becoming due to BIDDERS under the Contract or otherwise. BIDDERS shall not dispute or question payments of any such amount by ERDA notwithstanding such payment being made without its consent or authority and notwithstanding ERDA not contesting any such claim.

BIDDERS shall indemnify, defend and hold harmless ERDA from and against any and all claims, suits, actions, proceedings, cause of action, demands, losses, damages, fines, penalties, costs, expenses (including legal fees and expenses) and liabilities of every kind and nature, arising, whether during the Term or at any time thereafter, on account of:

- accident, injury to or illness or death of any person or damage to or loss of any equipment or property; or
- Environmental damage occurring at the Site or at the premises of the BIDDERS or any of its sub BIDDERS or pollution emanating from the property or equipment of BIDDERS, its agents or sub BIDDERSs to the extent arising directly or indirectly from or out of or in connection with the performance of this Contract by, or any act or omission of, BIDDERS, its sub BIDDERSs or any of their officers, directors, employees, agents or representatives.
- This provision of the GCC shall survive expiry or earlier termination of the Contract.

p. LIMITATION OF LIABILITY

Under no circumstances shall ERDA its officers, directors, employees, shareholders, consultants etc. be liable to the BIDDERS for any loss of profit, loss of revenue, loss of goodwill, loss of use, loss of opportunity, loss of or costs of financing (and all such cases involving financing, whether direct, indirect or consequential) or for indirect or consequential damages, costs, losses or expenses, whether arising in Contract, tort (including negligence) or otherwise and BIDDERS hereby releases ERDA from any liability therefor.

In no event shall ERDA's aggregate liability to BIDDERS, in Contract, tort or otherwise (including any liability for any negligent act or omission) arising out of or in connection with the Contract, however caused, exceed in the cumulative aggregate a sum equal to [5%] of the consideration paid to BIDDERS by ERDA in the month during which the alleged act or omission occurs giving rise to the claim.

q. ALIGNMENT:

The BIDDERS shall be responsible for the true and proper setting out of the works in relation to original/reference point, line and level as given in drawing or by the Engineer-in-Charge and also the correctness of the same. The BIDDERS shall arrange all necessary instruments, appliances and labour in this connection at his cost. The BIDDERS shall mark reference benchmarks of permanent nature at various places including taking spot levels at regular interval so as to reveal topography of entire battery limit. The required intermediate reference marks shall be made to facilitate the Work as per instruction of Engineer-in-Charge. The BIDDERS shall verify anchor bolts setting prior to and after concreting foundations.

r. LABOUR LAWS:

The BIDDERS will be responsible to observe all the applicable statutory and regulatory obligations, including those stipulated under the Contract Labour (Regulation and Abolition) Act, 1970; the Minimum Wages Act, 1948; the Workmen's Compensation Act, 1923; the Employees' Provident Funds and Miscellaneous Provisions Act, 1952, Professional Tax, ESI and any other laws applicable to ERDA, the BIDDERS and the person employed under this contract by the BIDDERS.

s. TAXES:

All applicable direct and indirect taxes shall be mentioned separately in price offer.

t. SAFETY PROVISIONS:

The BIDDERS shall comply with ERDA's HSE guideline (Refer SECTION VII). They will also comply with the all Safety Provision as per the provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.

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u. PROGRESS REPORT:

Unless otherwise agreed, the BIDDERS should submit progress report on weekly basis highlighting works carried out during previous period against works planned and future activities planned. The frequency of reports and extent of details required in progress report may be reviewed from time to time. The BIDDERS will also have to submit daily labour report for the manpower working at Site. The BIDDERS should submit the bar chart showing various activities and its completion.

v. DEPLOYMENT OF MANPOWER AND MATERIALS:

The BIDDERS to submit details of manpower within 10 (ten) days from execution of the Contract. The details shall include names, contact details and experience supervisors, description of machinery, tools, tackles, constructions materials, etc. to be deployed at Site for execution of the Work. The manpower deployment includes Project Manager for execution and implementation of field quality plan, billing Engineer, team of supervisors and other supporting staff. The BIDDERS will have to submit the details of manpower, skilled / unskilled labours, equipment / machineries which he proposed to be deployed for the Work. Other statutory documents required would be as advised by the concerned department.

w. PACKING & MARKING:

All equipment to be delivered under the Contract must be securely and adequately packed and protected in order to prevent damage, otherwise all losses and /or damage resulting from inadequate packing and/or inadequate protection or inadequate marking. All costs and expenses of packing and marking shall be borne by the BIDDERS. The BIDDERS shall mark each package on three sides with the following with indelible paint of proper quality:-

- Contract number and date
- Brief description of equipment including quantity
- ERDA's name and full address
- Tenderer's name and full address

x. RESPONSIBILITY:

The Tenderer and manufacturer (if manufacturer different from Tenderer) will be severally and jointly responsible for ensuring the minimum life span of 10 years for the equipment/ Works. Both the manufacturer and the Tenderer will have the full responsibility for the proper functioning of the equipment/instruments within the warranty period and rectification of any defects or problems during the Defects Liability Period.

y. GENERAL RESPONSIBILITY:

In case the works are not executed as per agreed terms & conditions / drawings / specifications of the Contract or amendment thereof and the same could not be noticed during / after execution of Works, the responsibility of the BIDDERS shall not cease under any circumstances till completion of Defect Liability Period. In such an eventuality the BIDDERS shall be liable to rectify the Works at his own cost and / or pay penalty as decided by ERDA. In case the work is executed by ERDA through any other BIDDERS, the cost of rectification shall be recovered by ERDA at cost plus 15% margin from the BIDDERS.

z. AUDIT:

BIDDERS shall maintain accurate, correct and up-to-date accounts, records and other documents pertaining to performance of Work by the BIDDERS including, without limitation, records and documents supporting costs, expenses, receipts and income of BIDDERS, invoices, cash vouchers, debit notes and price lists with respect to the Contract. BIDDERS shall retain such records for a minimum period of 8 (eight) years from the expiry of the financial year to which such records relate.

ERDA may, by giving reasonable prior notice to BIDDERS, inspect and audit, during business hours, all such accounts, records and documents to verify any statement, invoice, claim or other document submitted by BIDDERS.

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SECTION – III
GENERAL OBLIGATIONS

3. INTERPRETATION OF CONTRACT DOCUMENTS:

a. GENERAL:

Except for and to the extent otherwise provided by the Contract, documents forming the Contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error of omission in the Contract Documents the matter may be referred to Engineer-in-Charge who shall give his decision and issue to the BIDDERS instructions/ direction in what manner the Work is to be carried out. The decision of the Engineer-in-Charge shall be final and conclusive and the BIDDERS shall carry out Work in accordance with this decision. Works shown in the drawing but not mentioned in the specifications or described in the specifications without being shown in the drawings shall nevertheless be deemed to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.

b. INTERPRETATION:

All headings and marginal notes to the clauses of these General Conditions of Contract or to the Specifications or to any other Tender Document are solely for the purpose of giving a concise indication and not a summary of the contents hereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction of the Contract.

In Contract Documents unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires. Words implying 'Persons' shall include relevant 'Corporate Companies/ Registered Associations/ Body of Individuals/Firm of Partnership.

Pronouns in masculine, feminine and neuter genders shall be construed to include any other gender.

c. SPECIAL CONDITIONS OF CONTRACT:

Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract, specification of Work, Drawings and any other documents forming part of this Contract wherever the context so requires.

Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

Wherever it is mentioned in the specifications that the BIDDERS shall perform certain work or provide certain facilities, it is understood that the BIDDERS shall do so at his cost.

The material, design and workmanship shall satisfy the relevant Indian Standards, the job Specifications contained herein and codes referred hereto. Where the job Specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

d. THE BIDDERS TO OBTAIN HIS OWN INFORMATION:

The BIDDERS in fixing his prices shall independently obtain all necessary information and his Tender as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of same. ERDA does not guarantee the correctness of the details, given in the Tender Document. The information provided by ERDA is for the purpose of reference only.

Any neglect of omission or failure on the part of the BIDDERS in obtaining necessary and reliable information upon the foregoing or any other matters affecting the Contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the Works at the scheduled rates and times in strict accordance with the Contract. It is, therefore, expected that should the BIDDERS have any doubt as to the meaning of any portion of the Contract Document he shall set forth the particulars thereof in writing to ERDA/Consultant, before signing the Contract. The ERDA/Consultant will provide such clarification as may be necessary in writing to the BIDDERS, such clarifications as provided by the ERDA/Consultant shall form part of Contract Documents.

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No verbal agreement or inference from conversation with any employee of the ERDA either, before, during or after the execution of the Contract shall in any way affect or modify any of the terms or obligations herein contained.

Any change in layout due to Site conditions or technological requirement shall be binding on the BIDDERS and no extra claim on this account shall be entertained.

e. FORCE MAJEURE:

Definition of Force Majeure

Force Majeure means any circumstances beyond the control of the Parties, including but not limited to:

- War and other hostilities, (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo;
- Ionizing radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosives, or other hazardous properties of any explosive nuclear assembly or nuclear components thereof;
- Rebellion, revolution, insurrection, military or usurped power and civil war;
- Riot, commotion or disorder, except where solely restricted to employees of the BIDDERS.

Effect of Force Majeure

Neither ERDA nor the BIDDERS shall be considered to be in default or in breach of his obligations under the Contract to the extent that performance of such obligation is prevented by any circumstances of Force Majeure, which arise after the date of Letter of Acceptance.

Notice of Occurrence

If either ERDA or the BIDDERS considers that any circumstances of Force Majeure have occurred which may affect performance of its obligation it shall promptly notify the other party.

Performance to Continue

Upon the occurrence of any circumstances of Force Majeure the BIDDERS shall endeavour to continue to perform his obligations under the Contract so far as reasonably practicable. The BIDDERS shall notify ERDA of the steps it proposes to take including any reasonable alternative means for performance, which is not prevented by Force Majeure. The BIDDERS shall not take any such steps unless directed so to do by ERDA.

Additional Costs caused by Force Majeure

No additional costs shall be payable to the BIDDERS and price shall remain firm.

Termination in Consequence of Force Majeure

If circumstances of Force Majeure have occurred and shall continue uninterrupted for a period of 180 days then, notwithstanding that the BIDDERS may by reason thereof have been granted an extension of time for completion of the Works; ERDA shall be entitled to serve upon ERDA 30 days' notice to terminate the Contract. If at the expiry of the period of 30 days Force Majeure shall still continue, the Contract shall terminate.

Payment on Termination for Force Majeure

If the Contract is terminated due to Force Majeure, the BIDDERS shall be paid the value of the work done as approved by ERDA.

f. EXTENSION OF TIME:

If the BIDDERS shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or any other grounds he shall apply in writing to the Engineer-in-Charge within ten days of the date of the hindrance on account of which he desires such extension as aforesaid, and the Engineer-in-Charge shall, if in his opinion (which shall be final) reasonable grounds have been shown therefore, authorize such extension of time as may, in his opinion be necessary or proper however levy of penalty and/or LD shall be the sole discretion of the ERDA.

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g. COMPENSATION FOR DELAY (LIQUIDATED DAMAGES):

The time allowed for carrying out the work as entered in the Tender shall be strictly observed by the BIDDERS. The Work shall throughout the stipulated period of the contract be proceeded with all the diligence (time being deemed to be the essence of the contract) and the BIDDERS shall pay to ERDA as compensation, an amount equal to 0.5% of Basic Contract Value per week however subject to a maximum compensation of 10% of the Contract Value after which period action will be taken by the Engineer-in-Charge under the provision of the contract.

To ensure good progress during the execution of the Work, the BIDDERS shall be bound, in all cases in which the time allowed for any Work exceeds one month, to complete one-fifth of the work before one-fourth of the time allowed under the Contract. In the event of the BIDDERS failing to comply with this condition, he shall be liable to pay as compensation an amount as stipulated above without prejudice to any other remedy as may be available to ERDA. The compensation so paid shall not relieve the BIDDERS from his obligations to complete the Work or from any other obligation and liabilities under this Contract.

h. SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS:

All sums payable by way of compensation or liquidated damages under any of the conditions shall be genuine pre-estimate of damages and shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.

i. FAILURE BY THE BIDDERS TO COMPLY WITH THE PROVISIONS OF THE CONTRACT:

If the BIDDERS refuses or fails to execute the Work or any part thereof with such diligence as will ensure its completion within the time specified in the Contract or extension thereof or fails to perform any of his obligation in conformity with the Contract or in any manner commits a breach of any of the provisions of the Contract, or suspends its work for a period exceeding 14 days, or abandons the Work or becomes bankrupt or makes arrangement with its creditors or goes into winding up/ liquidation, it shall be open to ERDA at its option by written notice to the BIDDERS:

- To determine the Contract in which event the Contract shall stand terminated and shall cease to be in force and effect on and from the date appointed by ERDA, where upon, the BIDDERS shall stop for with any of the BIDDERS's work then in progress, except such Work as ERDA may, in writing, require to be done to safeguard any property or Work, or installations from damage, and ERDA, for its part, may take over the work remaining unfinished by the BIDDERS and complete the same through a fresh BIDDERS or by other means, at the risk and cost of the BIDDERS, and the BIDDERS or any of his sureties if any, shall be liable to ERDA for any excess cost occasioned by such work having to be so taken over and completed by ERDA over and above the cost at rates specified in the Bill of Quantities and rate/prices.
- Without determining the Contract to take over the Work of the BIDDERS or any part thereof and complete the same through a fresh BIDDERS or by other means at the risk and cost of the BIDDERS. The BIDDERS and any of his sureties shall be liable to ERDA for any excess cost over and above the cost as worked out in terms of the Contract, occasioned by such works having been taken over and completed by ERDA. The BIDDERS shall provide all assistance as may be required for such a purpose, including to the sub-BIDDERSs."

j. In such events as above

The whole or part of the Security Deposit furnished by the BIDDERS is liable to be forfeited without prejudice to the right of ERDA to recover from the BIDDERS the excess cost referred to in the sub-clause aforesaid, ERDA shall also have the right of taking possession and utilizing in completing the Works or any part thereof, such materials, equipment and plants available at Site belonging to the BIDDERS as may be necessary and the BIDDERS shall not be entitled to any compensation for use or damage to such materials, equipment and plant.

The amount that may have become due to the BIDDERS on account of Work already executed by him shall not be payable to him until after the expiry of 6 (six) calendar months or date of completion whichever is later, reckoned from the date of termination of Contract or from the taking over of the Work or part thereof by the ERDA as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the Contract, rest exclusively with the BIDDERS. This amount shall be subject to deduction of any amounts due from the BIDDERS to ERDA under the terms of the Contract authorized or required to be reserved or retained by the ERDA.

Before determining the Contract, provided in the judgment of the ERDA, the default or defaults committed by the BIDDERS is/are curable and can be satisfactorily cured by the BIDDERS if an

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opportunity is given to him, then ERDA may issue notice in writing calling the BIDDERS to cure the default within such time specified in the notice.

ERDA shall also have the right to proceed or take action as per above, in the event that the BIDDERS becomes bankrupt, insolvent, compounds with his creditors, assigns the Contract in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation.

Termination of Contract as provided for in sub-clause above shall not prejudice or affect rights of ERDA, which may have accrued up to the date of such termination.

Without prejudice to other provisions contained in this Contract, ERDA reserves all rights to blacklist or debar the BIDDERS from any future tenders in addition to imposition of liquidated damages, forfeiture of Earnest Money Deposit or Performance Security and termination of the Contract.

k. THE BIDDERS REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN UNDER CLAUSE 3.11 ENTITLED FAILURE BY THE BIDDERS:

In any case in which any of the powers conferred upon ERDA by Clause 3.11 hereof shall have become exercisable and the same had not been exercised, then omission to exercise such power shall not constitute a waiver of any of the conditions hereof or right to take any action in future, and the liability of the BIDDERS for past and future compensation or damages shall remain unaffected. In the event of ERDA putting in force the powers under sub-clause 3.11.1, 3.11.2, 3.11.3, 3.11.4 and 3.11.5 above vested in it under the preceding clause it may, if it so desires, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the BIDDERS or procured by him and intended to be used for the execution of the Work or any part thereof paying or allowing for the same in account at the Contract process or in case of these not being applicable at current market prices to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may give notice in writing to the BIDDERS or its authorized agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the BIDDERS failing to comply with any such requisition, the Engineer-in-Charge may remove them at the BIDDERS's expense or sell them by auction or private sale on account of the BIDDERS and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the BIDDERS.

l. CHANGES IN CONSTITUTION:

Where the BIDDERS is a partnership firm the prior approval, in writing, of ERDA shall be obtained before any change is made in the constitution of the firm. Where the BIDDERS is an individual or Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such the BIDDERS enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the Work hereby undertaken by the BIDDERS, In either case if prior approval as afore said is not obtained, the Contract shall be deemed to have been allotted in contravention of the Contract and ERDA shall have a right to terminate the Contract without any liability.

m. TERMINATION OF CONTRACT FOR DEATH:

If the BIDDERS is an individual or a proprietary concern and the individual or the proprietor dies or if the BIDDERS is a partnership concern and one of the partner dies then unless ERDA is satisfied that the legal representative of the individual or the proprietary concern or the surviving partners are capable of carrying out and completing Contract, ERDA shall be entitled to cancel the Contract for the uncompleted part without being in any way liable for any compensation payment to the estate of the deceased the BIDDERS and/or to the surviving partners of the BIDDERS's firm on account of the cancellation of Contract. The decision of ERDA in such assessment shall be final and binding on the BIDDERS, his survivors, legal representatives and successors.

n. MEMBERS OF ERDA NOT INDIVIDUALLY LIABLE:

No Director, committee member or Official or employee of ERDA or Consultant Engineer or any other ERDA staff shall in any way be personally bound or be liable for the acts or obligations of ERDA under the Contract or be answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

o. ERDA NOT BOUND BY PERSONAL REPRESENTATIONS:

The BIDDERS shall not be entitled to any increase in Contract Value or any other right or claim whatsoever by reason of any representation, explanation, statement or alleged representation,

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promise or guarantees given or alleged to have been given to him by any person whether connected with ERDA or otherwise.

p. THE BIDDERS'S OFFICE AT SITE:

The BIDDERS shall provide and maintain an office at Site. The BIDDERS at all-time shall maintain a site instruction book and compliance of these shall be communicated to the Engineer-in-Charge from time to time and the whole document shall be preserved and handed over after completion of works.

q. THE BIDDERS'S SUBORDINATE STAFF AND THEIR CONDUCT:

The BIDDERS, on or after award of the Work shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipment, materials, if any, shall be issued and instructions for works given. The BIDDERS shall also provide to the satisfaction of the Engineer-in-Charge sufficient and qualified staff to supervise the execution of the Works, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality and expeditious working. Whenever in the opinion of the Engineer-in-Charge additional properly qualified supervisory staff is considered necessary, they shall be employed by the BIDDERS without additional charge on accounts thereof. The BIDDERS shall ensure to the satisfaction of the Engineer-in-Charge that Sub-BIDDERSs, if any, shall provide competent and efficient supervision, over the Work entrusted to them.

If and whenever any of the BIDDERS's or Sub-BIDDERS's agents, sub-agents, assistants, foremen, or other employees shall in the opinion of Engineer-in-Charge be guilty of any misconduct or found indulging in theft or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of ERDA or the Engineer-in-Charge, it is undesirable for administrative or any other reason for such person or persons to be employed in the Works, the BIDDERS, if so directed by the Engineer-in-Charge, shall at once remove such person or persons from the ERDA site and work allotted pursuant to the Tender. Any person or persons so removed from the Works shall not again be employed in connection with the Works without the written permission of the Engineer-in-Charge. Any person so removed from the Works shall be immediately replaced at the expense of the BIDDERS by a qualified and competent substitute. Should the BIDDERS be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection there with.

The BIDDERS shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the BIDDERS shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the BIDDERS shall be personally responsible therefore and relieve ERDA of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-Charge upon any matter arising under this clause shall be final. The BIDDERS shall be liable for any liability to ERDA on account of deployment of the BIDDERS's staff etc. or incidental or arising out of the execution of contract.

If and when required by ERDA the BIDDERS's personnel entering upon ERDA's Site shall be properly identified by badges/ identity cards bearing photographs of a type acceptable to ERDA which must be worn at all times on the ERDA's premises. The BIDDERS may be required to obtain daily entry passes for his staff/employees from ERDA to Work within operating areas. These being safety requirements, no relaxations on any account shall be given to the BIDDERS.

It is made clear that there shall not subsist in any manner whatsoever any employer-employee relationship between ERDA and the workmen/employees engaged by BIDDERS for rendering the services under this contract. BIDDERS alone shall be responsible for appointment, deployment, reward and punishment of its employees and for payment of wages, compliance with all statutory formalities relating to the workmen/employees employed and deployed by it who would work under the direction and supervision of BIDDERS.

The BIDDERS shall supply to its employees proper uniform and safety shoes signifying deployment by the BIDDERS.

The BIDDERS or BIDDERS staff personnel should not be involved or carry any arms, ammunitions, weapons or any other objects harmful to ERDA's, property or personnel.

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r. SUB-LETTING OF WORKS:

No part of the Contract nor any share or interest therein shall in any manner or degree be transferred, assigned or sublet by the BIDDERS directly or indirectly to any person, firm or corporation whosoever without the prior consent in writing, of the ERDA.

Sub-Contracts for temporary works etc.:

ERDA may give written consent to sub-contract for the execution of any part of the Works at the site, being entered in to by the BIDDERS provided each individual sub-contract is submitted to the Engineer-in-Charge before being entered into and is approved by him. ERDA can request any replacement or substitution.

List of sub-BIDDERSs to be supplied:

At the commencement of survey of every month the BIDDERS shall furnish to the Engineer-in-Charge, list of all sub-BIDDERSs or other persons or firms engaged by the BIDDERS and working at the site during the previous month with particulars of the general nature of the sub-contract or Work done by them. The BIDDERS needs to obtain all required registrations and approvals as may be required for this purpose.

BIDDERS's liability not limited by sub-BIDDERSs:

Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contracts, the BIDDERS shall be and shall remain solely responsible for the quality, proper and expeditious execution of the Works and the performance of all the conditions of the Contract in all respects as if such sub-letting or sub-contracting had not taken place, and as if such work had been done directly by the BIDDERS.

ERDA may direct the BIDDERS to terminate sub-contracts:

If any Sub-BIDDERS engaged upon the Works at the site executes any works which in the opinion of the Engineer-in-Charge is not in accordance with the Contract documents or acts in breach of the Contract, ERDA may by written notice to the BIDDERS ask him to terminate such sub-contract and the BIDDERS upon the receipt of such notice shall terminate such sub-contract and dismiss the sub-BIDDERSs and the latter shall forthwith leave the works, failing which ERDA shall have the right to remove such sub-BIDDERSs from the Site.

No remedy for action taken under this clause:

No action taken by ERDA under this clause shall relieve the BIDDERS of any of his liabilities under the Contract or give rise to any right or compensation, extension of time or otherwise.

The BIDDERS shall be responsible and liable for due compliance and implementation of all statutory provisions applicable to the workers/employees engaged by him under all laws, rules, orders, regulations and notifications whether Central or State or Municipal as applicable to them or to this Contract from time to time without any limitation whatsoever, irrespective of consent or prior approval from ERDA. The BIDDERS shall at all times supervise and ensure compliance of applicable provisions of the Contract by sub BIDDERS.

It is further mentioned that the BIDDERS shall indemnify ERDA on arm's length basis without any limitation of liabilities arising out of any non-compliance as may be committed by the sub-BIDDERSs as may be deployed by the BIDDERS.

BIDDERS shall also protect ERDA against any action, claim, suit or any of the order of any of the statutory authorities for any action arising out of violation as prescribed here in above.

s. ASSIGNMENT

The BIDDERS shall not assign, either in whole or in part, its contractual duties, responsibilities and obligations to perform the contract, except with ERDA's prior written permission.

t. NOTICE:

Any notice or other communication hereunder may be served on the BIDDERS or his duly authorized representative at the job site or be served by registered mail directly to the address furnished by the BIDDERS. Proof of issue of any such notice could be conclusive of the BIDDERS having been duly informed of all contents therein.

u. RIGHT OF VARIOUS INTERESTS:

ERDA reserves the right to distribute the Work between more than one agencies. The BIDDERS shall cooperate and afford other agencies reasonable opportunity for access to the Works for the carriage and storage of materials and execution of their works.

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Wherever the work being done by any department of ERDA or by other BIDDERSs employed by ERDA is contingent upon work covered by this Contract, the respective rights of the various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portions of the Work in general harmony.

v. LIENS:

If, at any time there should be evidence or any lien or claim for which ERDA might have become liable and which is chargeable to the BIDDERS, ERDA shall have the right to retain out of any payment then due or thereafter become due an amount sufficient to completely indemnify ERDA against such lien or claim and if such lien or claim be valid, ERDA may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the BIDDERS. If any lien or claim remains unsettled after all payments are made, BIDDERS shall refund or pay to ERDA all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. ERDA reserves the right to do the same.

ERDA shall have lien on all materials, equipment including those brought by the BIDDERS for the purpose of erection, testing and commissioning of work.

The final payment shall not become due until the BIDDERS delivers to the Engineer-in-Charge a complete release or waiver of all liens arising or which may arise out of his agreement or receipt in full or certification by the BIDDERS in a form approved by Engineer-in-Charge that all invoices for labour, materials, services have been paid in lieu thereof and if required by the Engineer-in-Charge in any case an affidavit that so far as the BIDDERS has knowledge or information the releases and receipts include all the labour and material for which a lien could be filled.

The BIDDERS will indemnify and hold ERDA harmless, for a period of 2 years after the issue of Final Certificate, from all liens and other encumbrances against ERDA on account of debts or claims alleged to be due from the BIDDERS or his Sub-BIDDERS to any person including sub-BIDDERS and defend at his own expense, any claim or litigation in connection therewith. The BIDDERS shall defend or contest at his own expense any fresh claim or litigation brought against ERDA or the BIDDERS by any person including his Sub-BIDDERS, till its satisfactory settlement even after the expiry of 2 years from the date of issue of Final Certificate.

w. DELAYS BY ERDA OR HIS AUTHORISED AGENTS:

In case the BIDDERS's performance is delayed due to any act or omission on the part of ERDA or its authorized agents, then the BIDDERS shall be given due extension of time for the completion of the Work, to the extent such omission on the part of ERDA has caused delay in the BIDDERS's performance of his Work.

No adjustment in Contract Price shall be allowed for reasons of such delays and extensions granted, except as provided in the Tender, where in ERDA reserves the right to seek indulgence of the BIDDERS to maintain the agreed time schedule of completion.

In such an event the BIDDERS shall be obliged to arrange for working by the BIDDERS's personnel for additional time beyond stipulated working hours as also on Sundays and Holidays and achieve the completion date/interim targets.

x. PAYMENT IF THE CONTRACT IS TERMINATED:

If the Contract is terminated by ERDA without any reasonable cause, the BIDDERS shall be paid by ERDA in so far as such amounts or items shall not have already been covered by payments of amounts made to the BIDDERS for the works executed and accepted by Engineer-in-Charge prior to the date of termination at the rates and prices provided in the Contract and in addition to, the following:

- The amount payable in respect of any preliminary items, so far as the Work or service comprised therein has been carried out or performed and an appropriate portion as certified by Engineer-in-Charge of any such items of the Work or service comprised therein which has been partially carried out or performed.
- Any other expenses which the BIDDERS has expended for performing the Works under the Contract subject to being duly recommended by Engineer-in-Charge and approved by ERDA for payment, based on documentary evidence of his having incurred such expenses
- The payment to the BIDDERS are subject to:
 - Withholding tax;
 - Any dispute raised on the payments by ERDA;
 - Itemized bills provided by the Contactor.

The BIDDERS shall be required to transfer the title and provide the following in the manner and as directed by ERDA:

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- Any and all completed works.
- Such partially completed works including drawings, information and Contract rights as the BIDDERS has specially performed, produced or acquired for the performance of the BIDDERS.

y. NO WAIVER OF RIGHTS:

Neither the inspection by ERDA nor any of its officials, employees, or agents nor any order by ERDA or its Consultant for payment of money or any payment for or acceptance of the whole or any part of the Work by ERDA or any extension of time, nor any possession taken by ERDA shall operate as a waiver of any provision of the Contract, or of any power herein reserved to ERDA, or any right to damages herein provided, nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

z. CERTIFICATE NOT TO AFFECT RIGHT OF ERDA AND LIABILITY OF THE BIDDERS:

No interim payment certificates of ERDA, nor any sum paid on account by ERDA, nor any extension of time for execution of the Work granted by ERDA shall affect or prejudice the rights of ERDA against the BIDDERS or relieve the BIDDERS of his obligations for the due performance of the Contract, or be interpreted as approval of the Works done or of the equipment supplied and no certificate shall create liability for ERDA to pay for alterations, amendments, variations or additional works not ordered, in writing, by ERDA or discharge the liability of the BIDDERS for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify ERDA.

aa. LANGUAGE AND MEASURES:

All documents pertaining to the Contract including Specifications, Schedules, Notices, Operating and Maintenance Instructions, Drawings, or any other writing shall be written in English language. The Metric System of measurement shall be used in the Contract unless otherwise specified.

bb. TRANSFER OF TITLE:

The title of ownership of Works furnished by the BIDDERS shall not pass on to ERDA till the same is finally accepted by ERDA after the successful completion of performance test and issue of Final Certificate.

ERDA shall have a lien on all such works, performed as soon as any advance or progressive payment is made by ERDA to the BIDDERS and the BIDDERS shall not subject these Works for use other than those intended under this Contract.

cc. RELEASE OF INFORMATION:

The BIDDERS shall not communicate or use in advertising, publicity sales releases or in any other medium, photographs, or other reproduction of the Work, any discussions pertaining to the work, information about ERDA or its employees or its requirements or working or members obtained under this Contract or descriptions of the Site dimensions, quantity, quality or other information, concerning the Work unless prior written permission has been obtained from ERDA.

dd. BRAND NAMES:

The specific reference in the specifications and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, Tenderer may offer other similar equipment provided it meets the specified standard design and performance requirements.

ee. COMPLETION OF CONTRACT:

Unless earlier terminated under the provisions of any other relevant clause, this Contract shall be deemed to have been completed at the expiration of the Defect Liability Period as provided for under the Contract and the Contract shall be valid till completion of all obligations, representations and liabilities of the BIDDERS under the Contract.

ff. PATENT RIGHTS

In performing the Contract, BIDDERS shall not incorporate into Work, or use in connection with the Work or the performance of the Work, any materials, methods, processes, systems or services that involve the use of any confidential information, trade secrets, intellectual property or proprietary rights that BIDDERS does not have the right to use or incorporate or which may result in claims or suits against ERDA, or BIDDERS or any Sub-BIDDERS arising out of claims of

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infringement of any third party, domestic or foreign patent rights, design registrations, copyrights, other proprietary rights, or intellectual property rights, licenses or agreements, or applications for any thereof, or rights of use of confidential information and trade secrets.

The BIDDERS shall, at all times, indemnify and keep indemnified ERDA, free of cost, against all claims which may arise in respect of goods and services to be provided by the BIDDERS for infringement of any intellectual property rights or any other right protected by patent, registration of designs, copyright or trademarks. In the event of any such claim in respect of alleged breach of patent, registered designs, trademarks etc. being made against ERDA, ERDA shall notify the BIDDERS of the same and the BIDDERS shall, at his own expenses take care of the same for settlement without any liability to ERDA.

SECTION-IV PERFORMANCE OF WORK

4. EXECUTION OF WORK:

All the works shall be executed in strict conformity with the provisions of the Contract and with such explanatory detailed drawings, specifications and instructions as may be furnished from time to time to the BIDDERS by the Engineer-in-Charge whether mentioned in the Contract or not. The BIDDERS shall be responsible for ensuring that Works throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge.

The BIDDERS shall provide all necessary materials, equipment, labour etc. for execution, and maintenance of work till completion unless otherwise mentioned in the Contract.

a. CO-ORDINATION AND INSPECTION OF WORK:

The coordination and inspection of day-to- day work under the Contract shall be the responsibility of the Engineer-in-Charge. The written instruction regarding any particular job will normally be passed by the Engineer-in-Charge or his authorized representative. A Work Order book will be maintained by the BIDDERS for each sector in which the aforesaid written instructions will be entered. These will be signed by the BIDDERS or his authorized representative by way of acknowledgment within 12 hours.

b. ALTERATIONS IN SPECIFICATIONS, DESIGNS AND EXTRA WORKS:

The Work covered under this Contract is executed by the BIDDERS on a firm price/item rate agreed by him. ERDA will not accept any proposal for changes in Contract Value or extension in time on account of any such changes which may arise to the Scope of Work as a result of detailed Engineering and thereafter during the execution of Work. The only exception to this will be a case where ERDA requests in writing to the BIDDERS to upgrade the specifications or the size of any major pieces of equipment, plant or machinery beyond what is normally required to meet the Scope of Work.

In such cases, a change order will be initiated by the BIDDERS at the appropriate time for ERDA's prior approval giving the full back up data for their review and for final settlement of any impact on price within 30 (Thirty) days thereafter.

The Engineer-in-Charge shall have power to make any alterations in, omission from, additions to or substitutions for, the Schedule of Rates, the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the BIDDERS shall be bound to carry out such altered/ extra /new items of work in accordance with any instructions which may be given to him in writing signed by the Engineer-in-Charge, and such alterations, omissions ,additions or substitutions shall not invalidate the Contract and any altered, additional or substituted work which the BIDDERS may be directed to do in the manner above specified as part of the work shall be carried out by the BIDDERS on the same conditions in all respects on which he agreed to do the main work. The time of completion of work may be extended for the part of the particular job at the discretion of the Engineer-in-Charge, for only such alterations, additions or substitutions of the Work, as he may consider as just and reasonable. The rates for such additional altered or substituted work under this clause shall be paid subject to the discretion of ERDA.

c. WORK ON SUNDAYS AND HOLIDAYS:

For carrying out work on Sundays, and holidays, the BIDDERS will approach the Engineer-in-Charge or his representative at least two days in advance and obtain permission in writing.

The BIDDERS shall observe all labour laws and other statutory rules and regulations in force. In case of any violation of such laws, rules and regulations, consequence if any including the cost

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thereto shall be exclusively borne by the BIDDERS and ERDA shall have no liability what so ever on this account.

d. GENERAL CONDITIONS FOR FABRICATION AND ERECTION WORK:

ERDA follows working hours of 48 hours per week. Overtime work is permitted in cases of need and ERDA will not compensate the same. Shift working at 2 or 3 shifts per day will become necessary and the BIDDERS should take this aspect into consideration for formulating his rates for quotation. No extra claims will be entertained by the ERDA on this account.

For carrying out work beyond working hours the BIDDERS will approach the Engineer-in-Charge or his authorized representative and obtain the prior written permission.

The BIDDERS must arrange for placement of workers in such a way that the delayed completion of the Work or any part thereof for any reason whatsoever will not affect their proper employment. The ERDA will not entertain any claim for idle time payment whatsoever.

The BIDDERS shall submit to ERDA reports at regular intervals regarding the state and progress of Work. The details and proforma of the report will be mutually agreed after the award of Contract.

The BIDDERS shall provide display boards showing progress and labour strength at Site, as directed by Engineer-in-Charge.

e. DRAWINGS TO BE SUPPLIED BY ERDA:

Copies of all detailed working drawings relating to the Works shall be kept at the BIDDERS's office on the site and shall be made available to the Engineer-in-Charge at any time during execution of the Contract.

f. RESPONSIBILITY FOR LEVEL AND ALIGNMENT:

The BIDDERS shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the Work and shall rectify effectively any errors or imperfections therein; such rectification shall be carried out by the BIDDERS, at his own cost, when instructions are issued to that effect by the Engineer-in-Charge.

g. MATERIALS TO BE SUPPLIED BY THE BIDDERS:

The BIDDERS should make his own arrangement to obtain all materials required for the Work.

The BIDDERS shall be fully responsible for material for the Contract and ERDA shall not be held responsible for shortage, theft, damage for whatever reason etc.

h. DISCREPANCIES BETWEEN INSTRUCTIONS:

Should any discrepancy occur between the various instructions furnished to the BIDDERS, his agent or staff or if any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the BIDDERS's staff and the Engineer-in-Charge's staff, the BIDDERS shall refer the matter immediately in writing to the Engineer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

i. WORK IN MONSOON AND DEWATERING:

The execution of the Work may entail working in the monsoon also. The BIDDERS must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such Work in monsoon or any other adverse weather conditions.

During monsoon and other adverse weather conditions or change in climate, it shall be the responsibility of the BIDDERS to keep the Site free from any adverse impact.

j. INSPECTION OF WORK

The Engineer-in-Charge will have full power and authority to inspect the Work at any time wherever in progress either on the Site or at the BIDDERS's Premises/workshops wherever-situated, premises/workshops of any person, firm or corporation where Work in connection with the Contract may be in hand or where materials are being or are to be supplied, and the BIDDERS shall afford or procure for the Engineer-in-Charge every facility and assistance to carry out such inspection. The BIDDERS shall, at all times during the usual working hours and at all other time at which reasonable notice of the intention of the Engineer-In-Charge or his representative to visit the Work shall have been given to the BIDDERS, either himself be present to receive orders and instructions, or have a responsible person duly accredited in writing, present for the purpose. Orders given to the BIDDERS's agent shall be considered to have the same force as if they had been given to the BIDDERS himself. The BIDDERS shall give not less than seven days' notice in writing to the Engineer-In-Charge before covering up or otherwise placing beyond reach of inspection and

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measurement of any Work in order that the same may be inspected and measured. In the event of breach of above the same shall be uncovered at the BIDDERS's expense for carrying out such measurement or inspection.

k. ASSISTANCE TO THE ENGINEER-IN-CHARGE:

The BIDDERS shall make available to the Engineer-in-Charge free of cost all necessary instruments and assistance in checking and setting out of works and in the checking of any works made by the BIDDERS for the purpose of setting out and taking measurements of Work.

I. TESTS FOR QUALITY OF WORK / QUALITY ASSURANCE:

All workmanship shall be of the respective kinds described in the Contract Documents and in accordance with the instructions of the Engineer-in-Charge and shall be subjected from time to time to such test at the BIDDERS's cost as the Engineer-In-Charge may direct at the place of manufacture or fabrication or on the Site or at all or any such places. The BIDDERS shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-In-Charge.

All the tests that will be necessary in connection with the execution of the Work as decided by the Engineer-In-Charge shall be carried out at bidders place or at site by paying the charges as decided by ERDA from time to time. In case of non-availability of testing facility with ERDA, the required test shall be carried out at the cost of the BIDDERS at Government or any other testing laboratory as directed by Engineer-In-Charge.

If any tests are required to be carried out in conjunction with the Work or materials or workmanship not supplied by the BIDDERS, such tests shall be carried out by the BIDDERS as per instructions of Engineer-in-Charge and cost of such tests shall be reimbursed by ERDA. BIDDERS shall include in his offer the Quality Assurance Program containing the overall quality management and procedures, which is required to be adhered to during the execution of contract unless ERDA specifies any other Quality Assurance Tests. After the award of the Contract detailed Quality Assurance Program to be followed for the execution of contract under various divisions of work will be mutually discussed and agreed to. The BIDDERS shall establish document and maintain an effective Quality Assurance System as outlined in recognized codes.

Quality assurance System Plans/Procedures of the BIDDERS shall be furnished in the form of a Quality Assurance Manual. This document should cover details of the personnel responsible for the Quality Assurance, plans or procedures to be followed for quality control in respect of design, engineering, procurement, supply, installation, testing and commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacturer's works and dispatch of materials. ERDA/Consultant or their representative reserve the right to inspect/witness; review any or all stages of work at shop/site as deemed necessary for quality assurance.

If during such inspections and tests the Equipment/ Work or any part thereof fails to conform to the required specifications and standards, ERDA's inspector may reject them and the BIDDERS shall either replace the rejected goods or make all alterations necessary to meet the specifications and standards, as required, free of cost to ERDA and resubmit the same to ERDA's inspector for conducting the inspections and tests again.

In case the Contract stipulates pre-despatch inspection of the Works or any part thereof at BIDDERS's premises, the BIDDERS shall put up the Works or any part thereof for such inspection to ERDA's inspector well ahead of the contractual delivery period, so that ERDA's inspector is able to complete the inspection within the contractual delivery period.

If the BIDDERS tenders the Works or any part thereof to ERDA's inspector for inspection at the last moment without providing reasonable time to the inspector for completing the inspection within the contractual delivery period, the inspector may carry out the inspection and complete the formality beyond the contractual delivery period at the risk and expense of the BIDDERS. The fact that the Works or any part thereof have been inspected after the contractual delivery period will not have the effect of keeping the contract alive and this will be without any prejudice to the legal rights and remedies available to the BIDDERS under the terms & conditions of the Contract.

ERDA's contractual right to inspect, test and, if necessary, reject the Works or any part thereof after the Works arrives at ERDA's Site shall have no bearing of the fact that the Equipment or any part thereof were previously inspected and cleared by ERDA's inspector during pre-despatch inspection.

Works accepted by ERDA and/or its inspector at initial inspection and in final inspection in terms of the contract shall in no way dilute ERDA's right to reject the same later, if found deficient in terms of the warranty clause of the contract, as incorporated.

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m. SAMPLES FOR APPROVAL

The BIDDERS shall furnish to the Engineer-In-Charge for approval, when requested or if required by the specifications, adequate samples of all materials and finishes to be used in the Work. Such samples shall be submitted before the Work is commenced and in ample time to permit tests and examination thereof. All materials furnished and finishes applied in actual Work shall be fully equal to the approved samples.

n. ACTION AND COMPENSATION IN CASE OF BAD WORK

If it appears to the Engineer-In-Charge that any Work has been executed with unsound, imperfect or unskilled workmanship, or with materials of any inferior description, or that any materials or articles provided by the BIDDERS for the execution of the Work are unsound, or of a quality inferior to that contracted for, or otherwise not in accordance with the Contract, the BIDDERS shall on demand in writing from the Engineer-In-Charge or his authorized representative specifying the Work, materials or articles complained of notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the Work so specified and provide other proper and suitable materials or articles at his own cost and in the event of failure to do so within the period specified by the Engineer-In-Charge in his demand aforesaid, the BIDDERS shall be liable to pay compensation at the rate of 10% (ten percent) of the value of the whole Work, while his failure to do so shall continue and in the case of any such failure the Engineer-In-Charge may on expiry of notice period rectify or remove and re-execute the Work or remove and replace with others, the materials or articles complained of to as the case may be at the risk and expense in all respects of the BIDDERS. The decision of the Engineer-in-Charge as to any question arising under this clause shall be final and conclusive.

o. SUSPENSION OF WORKS:

Subject to the provisions of this clause, the BIDDERS shall, if ordered in writing by the Consultant/Engineer-In-Charge, or his representative, temporarily suspend the Works or any part thereof for such period and for such time as so ordered and shall not after receiving such written order, proceed with the Work therein ordered to be suspended until, the BIDDERS shall have received a written order to proceed therewith. The BIDDERS shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the Works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the Works as aforesaid will be granted to the BIDDERS should he/it apply for the same provided that the suspension was not consequent to any default of failure on the part of the BIDDERS.

During suspension, the BIDDERS shall protect, store and secure such part or all of the Work against any deterioration, loss or damage or other losses. The Contractor shall not be entitled to any extension of time for, or payment of the costs incurred in, making good any deterioration, defect or loss caused by faulty design, workmanship or Materials, or by the Supplier's failure to take the measures specified above.

In case of suspension of entire Work, ordered in writing by Consultant/Engineer-In-Charge, for a period of more than six months, ERDA and BIDDERS shall mutually agree on future course of action.

p. POSSESSION PRIOR TO COMPLETION:

The Engineer-In-Charge shall have the right to take possession of or use any completed or partially completed Work or part of the Work. Such possession or use shall not be deemed to be an acceptance of any Work completed in accordance with the Contract. If such prior possession or use by the Engineer-In-Charge delays the progress of Work, equitable adjustment in the time of completion will be made and the Contract shall be deemed to be modified accordingly.

q. DEFECT LIABILITY:

The BIDDERS shall guarantee the Work for a period of 24 months from the date of issuance of Final Certificate ("**Defect Liability Period**"). Any damage or defect that may arise or lie undiscovered at the time of issue of Completion Certificate, connected in any way with the equipment or materials supplied by the BIDDERS or in the workmanship, shall be rectified or replaced by the BIDDERS at his own expense as deemed necessary by the Engineer-In-Charge within 3 (three) days of receipt of intimation from ERDA. In the event of default, the Engineer-In-Charge may cause any other person to rectify the defect or carry out such necessary work as deemed fit by ERDA and deduct expenses (of which the certificate of Engineer-In-Charge shall be final) from any sums that may be then or at any time thereafter, become due to the BIDDERS or from his Security Deposit, or the proceeds of sale thereof or a sufficient part thereof.

If the BIDDERS fails to make good the defects noticed during the Defect Liability Period, ERDA shall carryout such works and recover the actual cost incurred towards labour, supervision, materials,

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and consumable or otherwise plus overhead costs from any pending bill/Security Deposit/Performance Guarantee of the BIDDERS.

If the BIDDERS feels that any variation in Work or in quality of materials or proportions would be beneficial or necessary to fulfil the guarantees called for, he shall bring this to the notice of the Engineer-In-Charge in writing.

If during the Defect Liability Period any portion of the Work, is found defective and is rectified/replaced, the period of liability or such equipment/portion of Work shall be operative from the date such rectification/replacement are carried out and Performance Guarantee shall be furnished separately for the extended period of liability for that portion of Work. Notwithstanding the above provisions of BIDDERS's, guarantees/warrantees for the replaced equipment shall also be passed on to ERDA.

r. CARE OF WORKS:

From the date of commencement till completion of the WORK, the BIDDERS shall take full responsibility to protect and preserve all works including temporary work in good order and in compliance with applicable standards as per best industry practise. In case of any damage, loss or injury to the Work or any part thereof or to any temporary work from any cause whatsoever, the BIDDERS shall at its own cost repair and make good the loss caused to the Work.

s. DEFECTS PRIOR TO TAKING OVER:

If at any time, before the Work is taken over, the Engineer-In-Charge:

- Decides that any work done or materials used by the BIDDERS or by any Sub-BIDDERS is defective or not in accordance with the Contract, or that the works or any portion thereof are defective, or do not fulfill the requirements of Contract (all such matters being hereinafter, called **Defects'** in this clause), and as soon as reasonably practicable, give to the BIDDERS notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred then the BIDDERS shall at his own expense and with all speed replace or rectify the Defects so specified. ERDA has the right to get a third party to rectify or replace the defective work or materials at the cost to the BIDDERS."
- In case the BIDDERS fails to do so, ERDA may take, at the cost of the BIDDERS, such steps as may in all circumstances, be reasonable to make good such Defects. The expenditure so incurred by ERDA will be recovered from the amount due to the BIDDERS. The decision of the Engineer-In-Charge with regard to the amount to be recovered from the BIDDERS will be final and binding on the BIDDERS. As soon as the Work has been completed in accordance with the Contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in General Conditions of Contract) and have passed the tests on completion, the Engineer-In-Charge shall issue a certificate (hereinafter called "**Completion Certificate**") in which he shall certify the date on which the Work has been completed and have passed the said tests and ERDA shall be deemed to have taken over the Work on the date so certified. If the Work has been divided into various groups in the Contract, ERDA shall be entitled to take over any group or groups before the other or others and there upon the Engineer-In-Charge shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group / section / part so taken over is related to the integrated system of the work, notwithstanding date of grant of Completion Certificate for group/section/part. The period of liability in respect of such group / section / part shall extend 24 (twenty-four) months from the date of issuance of Final Certificate.

t. DEFECTS AFTER TAKING OVER:

In order that the BIDDERS could obtain a Completion Certificate the BIDDERS shall make good, with all possible speed, any defect arising from the defective materials supplied by the BIDDERS or workmanship or any act or omission of the Contract or that may have been noticed or developed, after the works or groups of the Works has been taken over, the period allowed for carrying out such Work will be normally 7 days/month. If any defect is not remedied within a reasonable time, ERDA may proceed to do the Work at the BIDDERS's risk and expense and deduct from the final bill such amount as may be decided by ERDA. If by reason of any default on the part of the BIDDERS a Completion Certificate has not been issued in respect of any portion of the Work within one month after the date fixed by the Contract for the completion of the Work, ERDA shall be at liberty to use the Work or any portion thereof in respect of which a completion certificate has not been issued, provided that the Work or the portion thereof so used as aforesaid shall be reasonably capable of being used and that the BIDDERS was afforded reasonable opportunity for completing the Works for the issue of Completion Certificate.

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At the end of warranty period, the BIDDERS's liability ceases except for latent defect(s). The BIDDERS's liability for latent defect(s) shall be limited to a period of 2 years from the end of warranty period. For the purpose of this Clause, the latent defect(s) shall be the defects inherently lying within the materials or arising out of design deficiency or manufacturing defects which do not manifest themselves during the warranty period but later."

u. REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS:

If during the progress of the Work, ERDA/Consultant decides and informs in writing to the BIDDERS, that the BIDDERS has manufactured any plant or part of the plant in breach of the Contract, the BIDDERS on receiving details of such defects or deficiencies shall at his own expenses within 3 (three) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipment up to the standards of the specifications, In case the BIDDERS fails to do so, ERDA may on giving the BIDDERS 3 (three) days' notice in writing of his intentions to do so, proceed to remove the portion of the Work so complained of and at the cost of the BIDDERS perform all such works or furnish all such equipment provided that nothing in the clause shall be deemed to deprive ERDA of or affect any rights under the Contract, ERDA may otherwise have in respect of such defects and deficiencies.

v. DEFENSE OF SUITS:

If any action in court is brought against ERDA or consultant or an officer or agent of ERDA, for any failure, omission or neglect on the part of the BIDDERS to perform any acts, matters, convenience or things under the Contract, or damage or injury caused by the alleged omission or negligence on the part of the BIDDERS, his agents, representatives or his Sub-BIDDERS's, or in connection with any claim based on lawful demands of Sub-BIDDERS's workmen suppliers or employees, the BIDDERS, shall in such cases indemnify and keep ERDA, consultant, officer, agent and/or their representatives fully indemnified on arm's length basis without any limitation of liability and shall hold harmless from all losses, damages, expenses or decrees arising out of such action.

w. CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES:

The BIDDERS shall be solely responsible for making available for executing the Work, all requisite construction equipment, special aids, barges, cranes and the like, all tools, tackles and testing equipment and appliances, including imports of such equipment etc. as required.

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SECTION - V
TAXES AND INSURANCE

5. TAXES ETC.:

The Contract Price shall be inclusive of all taxes, levies, cess, forwarding & handling charges and any other charges leviable, including tax to be deducted at source. The Contract Price shall be adjusted to take into account any increase or decrease in cost resulting from any change in taxes, levies, cess, octroi, forwarding & handling charges from the last date of submission of the Tender to the completion date including the date of extended period of Contract unless a contrary provision exists in Special Conditions of Contract

a. INSURANCE:

GENERAL

BIDDERS shall, at its sole cost and expense, procure and maintain in effect for the duration of the Contract, the types and amounts of insurance policies described in the Tender Documents, from insurers acceptable to ERDA and on terms acceptable to ERDA. BIDDERS shall comply in all respects with the provisions and conditions stipulated in such insurance policies. BIDDERS shall on request by ERDA furnish to ERDA copies of insurance policies with all documents as may be requested by ERDA to ascertain compliance by the BIDDERS with its obligations under the Tender Documents.

If the BIDDERS fails to procure or maintain any of the insurance policies required to be maintained by it under the Contract, ERDA may (without any obligation to) obtain and maintain similar coverage, and at its option, either deduct the sum(s) incurred for obtaining such insurance policies out of any amount payable by ERDA to BIDDERS or require BIDDERS to reimburse to ERDA the costs incurred by ERDA for obtaining such insurance policies.

Nothing contained herein shall in any manner limit the obligations, liabilities or responsibilities of BIDDERS under the Contract or otherwise. BIDDERS shall bear any deductibles or excesses not insured by BIDDERS and any amount not recovered from insurers.

Insolvency, liquidation, bankruptcy or failure of any insurance company providing insurance for BIDDERS or failure of any such insurance company to pay claims accruing, shall not be considered a waiver of, nor shall it excuse BIDDERS from complying with, the provisions of the Contract.

All insurance policies obtained by the BIDDERS pursuant to this Contract shall be endorsed with the following wording to waive all express or implied rights of subrogation:

"The insurers hereby waive their right of subrogation against ERDA, and its and their directors, officers or employees and against any individual, firm or corporation for whom or with whom ERDA may be acting".

BIDDERS shall immediately upon receipt of the WO/PO and in any event prior to commencement of Work, furnish ERDA with all certificates of insurance. Such certificates shall indicate that ERDA will be given at least seven (7) days advance notice of any material change in or cancellation of the relevant insurance policy.

BIDDERS shall require all its sub BIDDERSs to provide such insurance coverage as is set forth in this GCC and as BIDDERS considers necessary. BIDDERS shall ensure that such policies include waivers of subrogation wording as contained in GCC. The fact that a sub BIDDERS provides any of the foregoing coverage, or any other coverage that BIDDERS considers necessary, shall not relieve BIDDERS from its obligation to provide the said insurance coverage and obtain such waivers of subrogation. BIDDERS shall indemnify, defend and hold ERDA harmless from and against all claims, demands, losses and expenses to which the said insurance coverage (including such waivers) would have applied.

BIDDERS shall promptly give written notice to insurers of, and shall furnish all necessary information concerning, any occurrence which may give rise to a claim under any of the insurance policies obtained pursuant to the Contract. BIDDERS shall promptly give ERDA written notice of any claim made or proceedings commenced under any of the policies of insurances maintained pursuant to the Contract.

Without prejudice to the above BIDDERS shall at its sole cost and expense, procure and maintain the following insurance during the term of the Contract.

EMPLOYEES STATE INSURANCE ACT/WC:

The BIDDERS agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 /Workmens Compensation Act and the BIDDERS further agrees to defend, indemnify and hold ERDA harmless for any liability or

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penalty which may be imposed by the Central, State or local authority or court by reason of any asserted violation by the BIDDERS or Sub-BIDDERS of the Employees' State Insurance Act, 1948/ Workmens Compensation Act, and also from all claims, suits or proceeding that may be brought against ERDA arising under, growing out of or by reasons of the work provided for by this BIDDERS whether brought by employees of the BIDDERS, by third parties or by Central or State Govt. authority or any political sub-division thereof.

The BIDDERS agrees to file with the employee's state insurance corporation, the declaration forms and all forms which may be required in respect of the BIDDERS's or Sub-BIDDERS's employees, who are employed in the Work provided for or those covered by Employee State Insurance Act 1948 /Workmens Compensation Act from time to time under the Agreement. The BIDDERS shall deduct and secure the agreement of the Sub-BIDDERS to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employees' contribution card at wages payment intervals. The BIDDERS shall remit and secure the agreement of the sub-BIDDERS to remit to State Bank of India, Employee's State Insurance Corporation Account, and the employee's contribution as required by the Act. The BIDDERS agrees to maintain all cards and records as required under the act in respect of employees and payments and the BIDDERS shall secure the agreement of the SUB-BIDDERS to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the BIDDERS's or Sub-BIDDERS's account. ERDA shall retain such sum as may be necessary from the total Contract Value until the BIDDERS shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948/ WC Act, have been paid. This will be pending on the BIDDERS when the ESI/WC Act is extended to the place of work.

WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Insurance shall be affected for all the BIDDERS's employees engaged in the performance of this Contract. If any of the work is sublet, the BIDDERS shall require the Sub-BIDDERS to provide workman's compensation and employer's liability insurance for the latter's employees if such employees are not covered under the BIDDERS's Insurance.

ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY ERDA:

The BIDDERS shall also carry and maintain any and all other insurance(s) which may be required under any law or regulation from time to time without any extra cost to ERDA. The BIDDERS shall also carry and maintain any other insurance, which may be required by ERDA or in the reasonable opinion of BIDDERS as per law or local or industry practice.

ACCIDENT OR INJURY TO WORKMEN:

ERDA shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the BIDDERS or any Sub-BIDDERS save and except an accident or injury resulting from any act or default of ERDA, his agents or servants and the BIDDERS shall indemnify and keep indemnified ERDA against all such damages and compensation and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

TRANSIT INSURANCE:

In respect of all items to be transported by the BIDDERS to the CIF Mumbai, the cost of transit insurance should be borne by the BIDDERS and the quoted price shall be inclusive of this cost.

PAYMENT OF CLAIMS AND DAMAGES:

Should ERDA pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by ERDA shall be charged to and paid by the BIDDERS and the BIDDERS shall not be at liberty to dispute or question the right of ERDA to make such payments notwithstanding the same as may have been made without the consent or authority or in law or otherwise to the contrary.

b. DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY:

BIDDERS shall be responsible for making good to the satisfaction of ERDA any loss or damage to structures and properties belonging to ERDA or being executed or procured or being procured by ERDA or any other person within the premises of ERDA, if such loss or damage is due to any fault and/or negligence or willful acts or omission of the BIDDERS, his employees, agents, representatives or Sub-BIDDERS's.

The BIDDERS shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of ERDA or any third party including overhead and underground cables and in the event of any damage resulting to the property of ERDA or of a third party during the movement of the aforesaid plant,

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equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by ERDA or ascertained or demanded by any third party shall be borne by the BIDDERS. Third party liability risk shall not be less than Rs. 20,00,000 (Rupees twenty Lacs) for single accident and Rs. 50,00,000 (Rupees Fifty Lacs) for all accidents during the term of the Contract.

The BIDDERS shall indemnify and keep ERDA indemnified of all claims for damage to property other than ERDA property arising under or by reason of this Contract, if such claims result from the fault and/or negligence or willful acts or omission of the BIDDERS, his employees, agents, representative or its Sub-BIDDERS.

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**SECTION-VI
LABOUR LAWS AND ARBITRATION**

6. LABOUR LAWS:

a. GENERAL

No labor below the age of 18 (eighteen) years shall be employed at the Site.

The BIDDERS shall provide following documents to ERDA & comply with followings:

- Copy of PF Registration
- Copy of Professional Tax Registration
- WC Policy for the worker to be working on site mentioning site or mentioning **ERDA** as principal employer.
- BIDDERS shall apply for license for the work at ERDA's site under the Contract Labor (R&A) Act, 1970 if he deploys 10 or more workers and deposit a copy of license to ERDA.
- ERDA shall include the BIDDERS in application for Registration of Establishment under the Section 7 of the Contract Labor (R&A) Act, 1970 with relevant details.
- PF Nomination form shall be filled for all the contract workers before they start work.
- The name of BIDDERS & the relevant details shall be included in the application for Registration under the Building and Construction Worker's Act 1996.
- The Contactor will comply with all provisions of Building and Other Construction Worker's Act 1996 including all safety related compliance under the said Act.

It is further stated that the payment of wages and other benefits to the employees of BIDDERS shall be exclusive responsibility of BIDDERS and BIDDERS shall ensure that they are paid regularly and punctually before the expiry of such period as may be prescribed, and that all statutory requirements in connection with such payment are complied with.

In case the BIDDERS fails to make payment of wages within the prescribed period or makes short payment, then ERDA shall be entitled to recover the amount of wages to be paid to the BIDDERS's workmen/employees from the BIDDERS either by deduction from any amount payable to the BIDDERS under the Contract or as a debt payable by the BIDDERS.

The BIDDERS shall not pay less than what is provided under law to laborers engaged by him on the work.

The BIDDERS shall at his expense comply with all labor laws and keep ERDA indemnified in respect thereof.

The BIDDERS shall pay equal wages for men and women in accordance with applicable labor laws.

If the BIDDERS is covered under the Contract labor (Regulation and Abolition) Act, he shall obtain a license from licensing authority (i.e. office of the labor commissioner) by payment of necessary prescribed fee and the deposit, if any, before starting the work under the Contract. Such fee/deposit shall be borne by the BIDDERS.

The BIDDERS's Labor shall have no privity with ERDA nor any Employer-Employee relationship with ERDA nor shall ERDA be construed as Principal Employer vis-à-vis such BIDDERS's Labor for whom the Principal Employer for purposes of Contract Labor (Abolition & Regulation) Act shall be the BIDDERS.

The BIDDERS shall employ labor in sufficient numbers either directly or through SUB-BIDDERSs to maintain the required rate of progress and quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge.

The BIDDERS shall furnish to the Engineer-in-Charge the distribution return of the number and description, by trades of the work people employed on the works. The BIDDERS shall also submit on the 7th and 22nd of every month to the Engineer-In-Charge a true statement showing in respect of the second half of the preceding month and the first half of the current month (1) the accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them and (2) the number of female workers who have been allowed Maternity Benefit as provided in the Maternity Benefit Act 1961 or Rules made there under and the amount paid to them.

The BIDDERS shall comply with the provisions of the payment of Wages Act 1936, Minimum Wages Act 1948, Employers Liability Act 1938, Workmen's Compensation Act 1961 and Contract Labor Regulation and Abolition Act 1970, employment of Children Act 1938 or any modifications thereof or any other law relating thereto and rules made there under from time to time.

The Engineer-In-Charge shall on a report having been made by an Inspecting officer as defined in Contract Labor ((Regulation and Abolition) Act 1970 have the power to deduct from the money due to the BIDDERS any sum required or estimated to be required for making good the loss suffered

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by a Worker or Workers by reason of non-fulfillment of the Conditions of the Contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said regulations.

The BIDDERS shall indemnify ERDA against any payments to be made under and for the observance of the provisions of the aforesaid Acts without prejudice to his right to obtain indemnity from his Sub-BIDDERSs. In the event of the BIDDERS commits a default or breach of any of the provisions of the aforesaid Acts as amended from time to time, of furnishing any information or submitting or filling and Form/Register/Slip under the provisions of these Acts which is materially incorrect then on the report of the inspecting Officers, the BIDDERS shall without prejudice to any other liability pay to the ERDA a sum not exceeding Rs. 5,000 as liquidated damages for every default, breach or furnishing, making, submitting, filling materially incorrect statement as may be fixed by the Engineer-in-Charge and in the event of BIDDERS's default continuing in this respect, the liquidated damages may be enhanced to Rs. 10,000 per day for each day of default subject to a maximum of one percent of the estimated cost of the entire Work under the Contract.

The Engineer-In-Charge shall deduct such amount from bills or security deposit of the BIDDERS and credit the same to the Welfare Fund constituted under these acts. The decision of the Engineer-In-Charge in this respect shall be final and binding.

Notwithstanding anything to the contrary contained in this Contract, the BIDDERS will be liable for compliance with all applicable labor laws and regulations. Whenever called upon by ERDA, the BIDDERS shall furnish documentary proof of compliance of Acts/Rules/Regulation/Orders specified in above mentioned clauses, failing which ERDA shall have the right to not to pay any due, terminate this contract without any notice and impose fine of a reasonable amount to be decided by ERDA.

b. IMPLEMENTATION OF APPRENTICES ACT, 1961/PROVIDENT FUND ACT:

The BIDDERS shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued there under from time to time. If he fails to do so, his failure will be a breach of the Contract and the Engineer-In-Charge may, at his discretion, cancel the Contract. The BIDDERS shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the Act.

The BIDDERS should strictly comply with the provisions of the Employees Provident Fund Act.

- Obtain License under Contract Labor (Abolition and Regulation) Act 1970 and submitted to Consultant/Engineer in Charge.
- The BIDDERS shall have a P.F. Registration Number allotted to them by Regional Provident Fund Commissioner (R.P.F.C.) and submitted to Consultant/Engineer In Charge.
- The BIDDERS should promptly deposit P.F. deduction of the eligible contract employees plus the employer's contribution to the R.P.F.C., submit a certificate in their bill/invoice that PF amount has been deducted from the eligible employees and along with employers contribution has been deposited with R.P.F.C. and furnish the challan/receipt for the payment to R.P.F.C. for the period preceding the bill/invoice.
- If the certificate and the challan/receipt referred to in Clause 8.1.2c above are not furnished, the Finance and Accounts Dept. of the ERDA will deduct 16% (Sixteen Percent) of the amount of the BIDDERS's bill and retain it as deposits which shall be refunded to the BIDDERS on production of the challan/receipt.

c. HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:

In respect of all labor directly or indirectly employed in the Works for the performance of the BIDDERS's part of this Contract, the BIDDERS shall comply with or cause to be complied with all the rules and regulations of the local sanitary and other authorities or as framed by ERDA from time to time for the protection of health and sanitary arrangements for all workers.

The BIDDERS shall ensure all adequate amenities such as electricity, water and other sanitary and health arrangements for all its employees.

d. DISPUTE RESOLUTION:

Any and all disputes or differences between the Parties arising out of or in connection with the Articles of Agreement or its performance including any question regarding its existence, validity, interpretation or termination or the legal relationships established by this Contract, so far as it is possible, be settled amicably by negotiations between the Parties. Any dispute or difference arising out of or in connection with the Articles of Agreement, which cannot be amicably settled within 30 (thirty) days of the dispute arising, shall be referred to arbitration under the (Indian) Arbitration and Conciliation Act, 1996 ("**Arbitration Act**") as may be amended from time to time or its re-enactment.

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The arbitral tribunal shall be composed of three arbitrators, one of whom shall be appointed by ERDA and another by the BIDDERS in accordance with the Arbitration Act within 30 (thirty) days. The third arbitrator shall be selected by mutual agreement between the first two arbitrators within 15 (fifteen) days after the last of the first two arbitrators being appointed. In the event that the initial two arbitrators fail to agree on a third arbitrator, the third arbitrator shall be chosen in accordance with the Arbitration Act. The arbitrators appointed shall have at least 15 years' experience in the field of electrical engineering.

The seat and place of arbitration shall be Vadodara. The language of arbitration shall be English and any document not in English language submitted by any Party shall be accompanied by an English translation.

Awards relating to any dispute shall be final and binding on the Parties. The Parties agree and undertake to carry out any decision or award of the arbitrator relating to such dispute without any delay.

The arbitrators shall give a reasoned decision or award.

Each Party shall bear and pay its own costs and expenses in connection with the arbitration proceedings unless the arbitrators direct otherwise.

When any dispute or difference is referred to arbitration, except for the matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under the Contract.

e. GOVERNING LAW AND JURISDICTION:

Subject to the provision of clause 6.3 above, the Contract shall be governed by and construed in accordance with the laws in force in India. The BIDDERS hereby submits to the jurisdiction of the courts situated at Vadodara for the purposes of disputes, actions and proceedings arising out of the Contract and the courts at Vadodara only will have the jurisdiction to hear and decide such disputes, actions and proceedings.

f. INDEPENDENT BIDDERS

BIDDERS shall, in performing its obligations under the Contract, act as an independent BIDDERS and not as an agent of ERDA. Nothing in the Contract shall constitute or be deemed to constitute the relationship of partnership or create a joint venture between ERDA and the BIDDERS. BIDDERS shall not have, and shall not represent itself as having, any power or authority to bind ERDA or any member of ERDA or create or assume in the name of ERDA any obligation, express or implied.

BIDDERS shall be solely responsible for performance of its obligation under the Contract in accordance with its terms. BIDDERS shall maintain complete control over its employees, representatives and sub bidders. Nothing contained herein, or in any subcontract entered into pursuant hereto, shall be construed as creating any contractual relationship between ERDA and employees or representatives of bidders or its sub bidders.

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SECTION-VII

ERDA HSE Requirements

- BIDDERS / sub-bidders shall depute a site HSE officer on regular basis, who shall be responsible to implement and comply with HSE requirements as set forth in this document. HSE Officer shall be science / engineering qualified & shall have suitable experience in Construction HSE area.
- BIDDERS / sub-bidders shall comply with all the applicable Indian HSE legislations and specifically to, Building & Other Construction Workers' (Regulation of Employment and Conditions of Service) Rules, 1998.
- BIDDERS / sub-BIDDERS shall also comply 100 % with the SP 70 – 2001 – Handbook on Construction Safety Practices, published by Bureau of Indian Standards.
- BIDDERS / sub-BIDDERS shall comply 100 % with IS 7205 – 1974 – Safety Code for Erection of Structural Steelwork.
- Safety shoes (with steel toe / fibre toe), helmets (hard hat), safety spectacles & safety jacket / vest (with reflective strip) shall be the minimum Personal Protective Equipment (PPE) requirement for all employees working at project site. Requirement of other PPEs shall be decided upon by ERDA HSE department based upon the type of work. All PPEs shall be at least ISI marked. Safety helmet shall be of Yellow colour only. Safety jacket / vest shall be of Orange colour only.
- Diesel Generating (DG) set if to be used for illumination / other electrical work, shall comply with the Central Pollution Control Board (CPCB) guidelines for Noise Control. Flue gas exhaust shall have muffler / silencer installed. DG Set shall be enclosed for noise control as required by CPCB rules.
- Load test certificate of the Crane / Hydra shall be submitted to the **ERDA** HSE / Project department before use.
- Load test certificate of the lifting tackles (wire ropes slings, synthetic material slings, chain slings, D – shackles, etc.) shall be submitted to the **ERDA** HSE / Project department before use.
- Crane / Hydra shall have safety latch in the lifting hooks.
- Crane / Hydra operator should have valid license as required under the Motor Vehicle Act and Rules.
- Crane / Hydra shall have working reverse horn and reverse flash light.
- Crane / Hydra shall have boom load indicator displayed inside the vehicle.
- Scaffolding shall be made in accordance with the IS – 3696 (part – 1) – 1987 – Safety Code for Scaffolds & Ladders.
- Ladders shall be in accordance with the IS – 3696 (part – 2) – 1987 – Safety Code for Scaffolds & Ladders.
- Safe practices of Material Storage shall be followed. IS Code – 7969 – 1975 – Safety Code for Handling & Storage of Building Material shall be followed.
- Working at height (more than 2 meters) for the purpose of erecting columns / girders / steel structures shall be done only using Man Lifting Cage / Basket. No person shall work at height (more than 2 meters), in any case, without using man lifting cage / basket.
- Man lifting cage / basket shall be load tested as per the load rating by competent person (as defined under Gujarat Factories Rules). No more than 2 people shall work inside the man lifting cage / basket at any given point of time. Load Test Certificate shall be submitted to **ERDA** before use.
- Man lifting cage shall have toe guard, mid rail and top rail on all 4 sides, wherein 3 sides shall be having fixed type guard rails and remaining 1 side shall have folding type guard rails (for entry & exit of the people). The cage / basket shall be yellow painted. Maximum working load for the cage / basket shall be written on the cage / basket.
- Person while working inside the man lifting cage / basket shall use full body double lanyard harness having shock absorber facility. This harness should be ANSI / EN approved (Certificate required). The harness shall have scaffolding type hook. Person shall anchorage the harness at the crane / hydra hook (while in the cage / basket) and not to the cage / basket.
- For work activity of installing roof sheets, person shall access the top of the steel structures, only using man lifting cage / basket or cage ladder (to be fixed on the vertical columns). Person shall use full body double lanyard harness having shock absorber facility while using man lifting cage / basket or cage ladder.
- Horizontal lifelines (ANSI / EN approved – Certificate required) shall be used while roof sheet installation work. Harness shall be fixed up with this lifeline while working at the top. Horizontal lifelines shall be fixed up and removed to / from the steel structures only using lifting man cage / basket. Horizontal lifelines shall be fixed to the steel structures only using d – shackles.
- Safety nets (ANSI / EN approved – Certificate required) shall be used as 2nd line of safety defense (below the work activity area) for preventing fall of person / material from top onto the ground. Safety nets shall be fixed up and removed to / from the steel structures only using lifting man cage / basket. Nets shall extend 8 feet beyond the edge of the work surface where employees are exposed and shall be installed as close under the work surface as practical but in no case more than 25 feet below such work surface. Nets shall be hung with sufficient clearance to prevent user's contact with the surfaces or structures below. Nets shall be fixed using d – shackles only. Hot work shall not be done above the area where safety nets are fixed.

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- Effective Rescue System / Equipment shall be in place, given the condition if any person falls from height and is protected in air because of harness and / or safety nets.
- No height work shall be done for steel structure erecting and / or roof sheet installation work before sunrise and after sunset (in dark hours).
- Training on use of harness, safety nets, and horizontal lifelines shall be arranged for all the employees before starting the project. Training shall be documented and submitted to **ERDA** before start of the work at site.
- Painting of the steel structures shall be done at ground level only. No major painting work shall be allowed at height.
- Shifting of the steel structure shall be done in safe manner using appropriate lifting tackles and guiding rope.
- If the BIDDERS fails in providing safe working environment as per requirements set here forth, or continues the work even after being instructed to stop work by the **ERDA** Personnel, the BIDDERS shall be liable to promptly pay to **ERDA**, compensation at the rate of Rs. 5,000/- per day or per occurrence or part thereof till the requirements / instructions are complied with and so certified by the **ERDA** personnel. However, in case of accident taking place causing injury to any individual, the provisions contained in Sr. No. 119 shall also apply in addition to compensation mentioned in this section.
- If the BIDDERS does not take all safety precautions and / or fails to comply with the Safety Rules / Statutory / Legal requirement or under the applicable law for the safety of the equipment and plant and for the safety of personnel and does not prevent injury to his own employees or employees of other BIDDERSs or **ERDA's** employees or any other person who are at project site or adjacent thereto, the BIDDERS shall be responsible for payment of compensation to **ERDA** as per the following schedule:-

Sr. No.	Type of Accident	Penalty Amount (In Rs.)	Remarks
1	Fatal Accident	100,000/- per person	In case of death
2	Lost Time Injury	50,000/- per person	Lost time accident as defined under Gujarat Factories Rules. Included permanent / partial / temporary disability as per Workmen Compensation Act

The compensation mentioned above shall be in addition to the compensation payable to the workmen / employees under the relevant provisions of the Workmen's Compensation Act and rules framed there under or any other applicable law as applicable from time to time. In case **ERDA** is made to pay such compensation then the BIDDERS is liable to reimburse **ERDA** such amount in addition to the compensation indicated above.

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ANNEXURE - 1

DOCUMENTS TO BE MAINTAINED AT PROJECT SITE

SR. NO.	DOCUMENTS	REMARKS
1	Workmen Compensation Insurance Policy	-
2	Vehicle related documents (Driver's license, RTO documents, Vehicle insurance documents, PUC certificates, etc)	-
3	All Incident Reports (Near misses, first aid cases, medical treatment cases, lost time cases, fatal cases)	Appropriate Communication Method
4	Traffic Routes / Maps	-
5	Inspection / Audit Records	
6	Weekly HSE Meeting Records	
7	Vehicle Inspection Forms	
8	Material Safety Data Sheets (MSDSs)	
9	Work Permit Records	
10	Waste (hazardous / non hazardous) Generation Records	
11	Tool Box Talk Meeting Records	
12	Risk Assessments	
13	Training Records	
14	Crane / Hydra Load Test Certificates	-
15	Lifting Tackles – Load Test Certificates	-
16	Method Statements	-
17	Man Lifting Cage / Basket – Load Test Certificates	-
18	Full Body Double Lanyard Harness, Safety Nets, Horizontal Lifeline - Certificates	-

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