

**ANDREW YULE & COMPANY LIMITED
(A Government of India Enterprise)
Chennai (Operation), Electrical Division
5/346 OLD MAHABALIPURAM ROAD
PERUNGUDI, CHENNAI: 600 096**

**TENDER DOCUMENTS FOR UNLOADING ,ERECTION,TESTING & COMISSIONING OF 25 MVA
TRANSFORMERS AT PUDUCHERRY SUBSTATION M/S PGCIL A/C PED**

ANDREW YULE & CO. LTD. invites e-Tender under single stage two part system (**Part I: Techno-Commercial Bid and Part II: Price Bid**) for finalizing contract for Unloading, Erection, Testing & commissioning of 25 MVA Transformers at Puducherry M/s PGCIL A/c PED, "**Scope of Work / Technical Specification**" as specified in this tender document.

Tender document may be downloaded from MSTC website www.mstcecommerce.com/eprochome/aycl. Corrigenda or clarifications, if any, shall be hosted on the above mentioned websites only.

AYCL reserves the right to accept or reject any tender.

We request you to submit your offer for the Unloading, Erection, Testing & commissioning of 25 MVA Transformers at Puducherry M/s PGCIL A/c PED

The Projects sites are as under: Total Qty—4 Nos

- a) 230/110 KV Thondamanatham PED substation –2 Nos of Transformers
- b) 110/22 KV Kurumbapet PED substation –1 No of Transformer.
- c) 110/22 KV Villianur PED substation –1 No of Transformer.

The approximate dimensions and weights of each Transformer are as under:

- 01. Length :6.71 Meters
- 02. Width :4.2 Meters
- 03. Height : 5.6 Meters
- 04. Transport Weight : 48 Tons
- 05. Accessories Weight :6 Tons
- 06. Oil Quantity : 16,350 Litters

Any clarification or additional information if required, the tenderer should call on us to get those things clarified.

VALIDITY: Your offer should be valid for acceptance for a minimum period of 60 days from the date of tender opening.

The buyer reserves the right to accept or reject any or all the tenders or to waive any informality, minor deviation or omission without assigning any reasons whatsoever.

Schedule of Tender

1.	TENDER NO.	<u>ET-041/2016-17</u>
2.	MODE OF TENDER	e-Procurement System Online submission of Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/aycl The intending bidders are required to submit their offer electronically through this e-tendering portal. No physical tender is acceptable by AYCL/MSTC
3.	E-Tender No. / Event No.	AYCL/Electrical Division CO/53/16-17/ET/164
4.	Date of publication of e-Tender through publication MSTC/AYCL websites and Central Public Procurement Portal	28.11.2016
5.	Date of availability of NIT to the Vendors for downloading	28.11.2016
6.	Earnest Money Deposit	<ul style="list-style-type: none"> • Earnest Money Deposit” of Rs.4,000 (Rupees Four Thousand only) should be paid by thro’NEFT/RTGS • Other document as described in Annexure II & III
7.	Date of Starting of e-Tender for submission of Online Techno-Commercial Bid and Price Bid at www.mstcecommerce.com/eprochome/aycl	28.11.2016 - 11.15 AM
8.	Date of closing of Online e-tender for submission of Techno-Commercial Bid & Price Bid at www.mstcecommerce.com/eprochome/aycl	12.12.2016 -11.00 AM
9.	Last date of submission/ uploading details of EMD & other documents at www.mstcecommerce.com/eprochome/aycl	12.12.2016 -11.00 AM
10.	Date & time of opening of Part-I (Techno-Commercial Bid)	12.12.2016 – 11.15 AM
11.	Date & time of opening of Part-II (Price Bid)	To be intimated to the eligible vendor separately by email.

List of Annexure

Important Instructions for E-procurement -	Annexure-I
Terms & Conditions	Annexure-II
General Terms& Conditions	Annexure-III
Online Techno commercial terms	Annexure-IV
Price Sheet	Annexure-V
Scope of Work	Annexure-VI

Important Instructions for E-procurement

This is an e-procurement event of ANDREW YULE & COMPANY LTD Ltd.

You are requested to read the Terms & Conditions (Annexure- II,III,IV) of this tender before submitting your online tender. Tenderers who do not comply with the Conditions with documentary proof (wherever required) will not qualify in the Tender for opening of Price Bid.

1. Process of E-tender:

A) **Registration:** The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type Digital Signature Certificate. Vendors are to make their own arrangement for bidding from a PC connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/aycl

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU / Govt. depts. → Register as Vendor under AYCL- Filling up details and creating own user id and password → Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact MSTC/AYCL (before the scheduled time of the e-Tender).

Contact person (ANDREW YULE & COMPANY LTD):

- | | |
|--|---|
| 1. Mr. A T E Pandian
Manager (Materials)
Ph. No: (044) 2496-0793
Email: atepandian@andrewyule.com | 2. Mr Kingsley Rueben
Technical Assistant (EDP)
Mobile No: 91 9884446378
Email: reuben@andrewyule.com |
| 3. Mr. R. Tamilselvan
Assistant Manager (Materials)
Mobile. No: 91 9788520864
Email: tamilselvan@andrewyule.com | |

Contact person (E-Commerce, MSTC Ltd):

- | | |
|---|---|
| 1. Mr. Arindam Bhattacharjee | 2) Mr. Sabyasachi Mukherjee |
| Deputy Manager (E-commerce) | Assistant Manager (E-commerce) |
| MobileNo: 09330102643 | Mobile- 07278030407 |
| Email: arindam@mstcindia.co.in | Email: smukherjee@mstcindia.co.in |
| Landline: (033) 22901004 | |

Ms Sumona Maity
Management Trainee (E-Commerce)
Mobile-09831155225
Email: smaity@mstcindia.co.in

System Requirement:

- i) Windows XP-SP3 or above / Windows 7 Operating System
 - ii) IE-7 or above Internet browser.
 - iii) Signing & Encryption type digital signature
 - iv) JRE 7 update 79 software to be downloaded and installed in the system. Security level should be medium
 - v) To enable ALL active X controls and disable 'use pop up blocker' under Tools → Internet Options → custom level (Please run IE settings from the page www.mstcecommerce.com once)
2. Part-I: Uploading of EMD & other Documents:

Within specified Date & time the vendor must submit the documents as per the Annexure. (Annexure II & II (A))

Bidding in e-Tender:

- a. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by ANDREW YULE & COMPANY LTD. EMD to be paid along with the Document within the last date as mentioned in SOT.
- b. The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.
- c. The bidder(s) should submit their Techno Commercial Bids , upload payment details of EMD & other documents and Price Bid through online in MSTC website www.mstcecommerce.com → e-procurement → Psu / Govt depts. → Login under AYCL → My Menu → Auction Floor Manager → live event → Selection of the live event.

- d. The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms /Commercial specification and save the same. After that clicking on the Techno-Commercial bid, if this application is not run then the bidder will not be able to save / submit his Techno-Commercial bid.
- e. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "**Save**" to record their Price Bid. Then once both the Techno-Commercial bid & Price Bid has been saved, the bidder can click on the "**Submit**" button to register their bid.
- f. Vendors are instructed to use link in **My Menu** to **Upload Documents** in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.
- g. Once documents are uploaded in the library, vendors can attach documents through *Attach Document* link against the particular tender. For further assistance please follow instructions of vendor guide.
- h. In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- i. During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- j. The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- k. Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can download Technical Comparative statement.
- l. Price bid will be opened electronically on specified date and time given in the NIT. Bidder(s) can download Price Comparative statement.
- m. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- n. All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter **SUPPLIER**.
- o. It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.
- p. Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

- q. No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.
- s. Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

E-tender cannot be accessed after the due date and time mentioned in NIT.

All notices / corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by ANDREW YULE & COMPANY LTD/MSTC LTD. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of vendor with MSTC. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.

No deviation to the technical and commercial terms & conditions are allowed.

ANDREW YULE & COMPANY LTD has the right to cancel this e-Tender without assigning any reason thereof.

The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/aycl of MSTC Ltd.

The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.

The bid will be evaluated based on the filled-in technical & commercial formats.

Bidders are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome/mstc of MSTC Ltd. to familiarize them with the system before bidding.

The following documents are to be uploaded online at

www.mstcecommerce.com/eprochome/aycl

1. EMD : Rs. 4,000/= *

* Bidders may request for exemption from submitting EMD (Refer details given in General terms & conditions).

2. Bidder should have carried out minimum five similar / equivalent transformer jobs. Necessary certificate of performance and purchase order shall be enclosed. For contractors who have already carried out for Andrew Yule Chennai, no certificate is required.

Offers received without any of the above document will be rejected.

GENERAL & TERMS AND CONDITIONS

1) EMD: Rs. 4,000.00 (Rupees Four thousand only), should be paid by way of RGTS/ NEFT.

For bidders already enlisted with AYCL- Chennai Operation, having outstanding amount more than the EMD amount or who have already submitted the EMD against our earlier tenders or those who have security deposit with Andrew Yule may apply for adjustment of the same.

Bidders who are MSMED units may apply for exemption from furnishing EMD by making a specific request in writing and enclosing the necessary document in support of the same.

Bidders whose turnover is more than Rs: 50 crores may apply for exemption from furnishing EMD by making a specific request in writing and enclosing the necessary document in support of the same

If reason for non-submission of EMD or adjustment against the outstanding balance for EMD is not mentioned in Techno-commercial bid of tender, the tender will be rejected.

2) THE RIGHTS OF THE COMPANY

Bidders who have quote other payment terms & condition having financial implication will be loaded as per Andrew Yule's norms.

We reserve the right to accept or reject any or all the tenders or to waive any informality, minor deviation or omission without assigning any reasons whatsoever.

Our Bank details for making RTGS payment.

Bank Name and Address	ALLAHBAD BANK CHENNAI ADYAR BRANCH 19,1ST STREET, PADMANABHA NAGAR CHENNAI 600 020
IFSC Code	ALLA0211103
Account No	20276303182
Account Name	ANDREW YULE & COMPANY LIMITED

**TECHNO-COMMERCIAL TERMS FOR UNLOADING , ERECTION, TESTING &
COMMISSIONING OF PGCIL 25 MVA TRANSFORMER
(To be filled online in mstc portal).**

SL NO	TERMS & CONDITIONS	VENDOR RESPONSE
1	<p>REQUIREMENT</p> <p><i>E-Tender offers are invited for Unloading, Erection, Testing & commissioning of 25 MVA Transformers at Puducherry M/s PGCIL A/c PED</i></p> <p><u>The Projects sites are as under: Total Qty—4 Nos</u></p> <p>a) 230/110 KV Thondamanatham PED substation –2 Nos of Transformers</p> <p>b) 110/22 KV Kurumbapet PED substation –1 No of Transformer.</p> <p>c) 110/22 KV Villianur PED substation –1 No of Transformer.</p>	AGREE
2	Validity period of the offer: Your offer should be valid for acceptance for a minimum period of 60 days from the date of tender opening.	AGREE
3	<p>ARBITRATION</p> <p>If any dispute arises between the company and the contractor, as to the terms and conditions of the agreement or method of compliance thereof, the procedure as laid down in Indian Arbitration & Consolidation Act 1996 will be adhered to.</p>	AGREE
4	<p>RIGHTS OF THE COMPANY</p> <p>Bidders who have quote other payment terms & condition having financial implication will be loaded as per Andrew Yule's norms.</p> <p>The company reserves the right to accept any tender irrespective of whether it is lowest or otherwise or to reject any or all tenders without assigning any reason thereof. Affordability of the rates is also a criterion in finalizing the offer.</p>	AGREE
5	<p>FORCE MAJEURE</p> <p>In case of strike, accident, natural calamity, acts of god and other unforeseen contingencies causing stoppage of production at Andrew Yule Factory, Andrew Yule reserves the right to cancel and/or modify this contract without liability for compensation and/or claim of any description.</p>	AGREE
6	<p>Legal condition: Any contract entered against this tender will be as per the following legal condition</p> <p>It is recorded that this purchase order / contract / agreement is executed and concluded by and between the parties hereto at premises No.5/346, Old Mahabalipuram Road, Perungudi, Chennai 600 096 and in the event any dispute arises out of this agreement between the parties only the appropriate Civil Court in the City of Kolkata shall have the exclusive jurisdiction to entertain, try and determine the said proceedings in exclusion of all other courts.</p>	AGREE

7	Acceptance of general condition & scope of work of tender as per Annexure VI	AGREE
8	The credit period will start from the date of competition of work.	AGREE
9	EMD : Rs. 4,000/= * UP LOADED * Bidders may request for exemption from submitting EMD (Refer details given in General terms & conditions)	Remark field
10	Qualifying Requirement: Minimum five similar / equivalent transformer job works should be carried out . Necessary certificate of performance and purchase order shall be enclosed. For contractors who have already carried out Unloading Erection & commissioning work for Andrew Yule Chennai, no certificate is required.	Remark field
11	PAYMENT TERMS: -Direct Credit Fill 12 with number of days of direct Tax Deduction at Source will be applicable on the payment.	AGREE
12	Please indicate the number of days of direct credit. (Andrew Yule payment terms is minimum 90 days direct credit. If the offered payment terms is less than 90 days , bids will be opened at the sole discretion of Andrew Yule & price will be loaded as per Andrew Yule norms)	Remarks Field

**PRICE FORMAT FOR UNLOADING, ERECTION, TESTING &
COMMISSIONING OF PGCIL 25 MVA TRANSFORMER**

SI.NO	DESCRIPTION	Quantity	Rate per Job in Rs	Service Tax in %	Landed cost per No (In Rs)
	25 MVA PGCIL TRANSFORMER	Nos	A	B	Landed Cost = a
1	CHARGES FOR UNLOADING , ERECTION AND COMMISSIONING	4			
2	CHARGES FOR CARRYING OUT PRE COMMISSIONING TESTS	4			

A) BRIEF NATURE OF SCOPE OF WORK:

The scope of work includes the Unloading, Erection, Testing & commissioning of 4 Nos. of 25 MVA -110/22, 230/110 KV power transformer at Puducherry.

- a) Unloading and shifting of transformer and accessories at site, verification of equipment for damages and short supplies.
- b) Erection of transformer, radiators, conservator tank, pipe fittings, bushings, OLTC and other accessories. Wiring of instruments up to Marshalling box panel.
- c) Oil testing of all samples including OLTC/Diverter switch. Oil filling, filtration and circulation of oil as required.
- d) Grounding of neutral, tank, etc.
- e) Meggering of transformer for HV-LV,HV-E & LV-E
- f) OLTC manual operation.
- g) Checking of all protection systems and assistant in pre commissioning tests.
- h) One coat of finish painting.

One coat of Aliphatic Polyurethane Paint IS 5 shade no RAL 7035 (paint is in bidders scope) as required as per the satisfaction of AYCL / our client officials to be carried out so as to maintain the finish of the surface of the transformer and accessories prior to commission of the transformer. Top metal portions of the HV& LV Bushings are to be painted with Red, Yellow & Blue. All the LV & HV (if any) Neutral and neutral flats & Tank, OLTC, Marshalling Box, etc. earthing flats are to be painted with green.

A coat of painting should be done on the top surface of the transformer after testing.

- i) Any assistance required for testing and commissioning of the transformer.

THE FOLLOWING PRE COMMISSIONING TESTS ARE ALSO TO CARRIED OUT:

1. Phase out and Vector group test
2. Ratio test on all taps
3. Magnetizing current test
4. Capacitance and Tan delta measurement of winding and bushings
5. Frequency response analysis (FRA) .FRA equipment shall be arranged by purchaser
6. DGA of oil just before commissioning and after 24 hours energisation at site
7. Gradually putting the transformer on load , check and measure increase in temperature in relation to the load and check the operation with respect to temperature rise and noise level etc
8. Continuously observe the transformer operation at no load for minimum 24 hours.

B. GENERAL CONDITIONS

1. PROTECTION OF WORK

The contractor shall have total responsibility for protecting its work till it is finally taken over by the Site Engineer. No claim will be entertained by the Client or by the Site Engineer for any damage or loss to the Contractor's works and the Contractor shall be responsible for complete restoration of the damaged works to original conditions, to comply with the specification(s) and drawings. Should any such damage to the Contractor(s) works occur because of any other party being under its supervision or control, the Contractor shall make its claim directly to the party concerned without involving the Client/ AY&CO.. If disagreement or conflict or dispute develops between the Contractor and the other party or parties concerned regarding the responsibility for damage to the Contractor's works the same shall be resolved as per mutual agreement/ from the bill of the Contractor. The Contractor shall not cause any delay in the repair of such damaged works because of any delay in the resolution of such disputes. The Contractor shall proceed to repair the work immediately and no cause thereof will be assigned pending resolution of such disputes.

2. EMPLOYMENT OF LABOUR:

i) The Contractor will be expected to employ on the work only its regular skilled employees with experience in the particular type of Work. No female labour shall be employed after darkness. No person below the age of eighteen years shall be employed.

ii) All traveling expenses including provisions of all necessary transport to and from site, lodging allowances and other payments to the Contractor's employees shall be sole responsibility of the Contractor.

iii) Working hours at the Site shall be decided by the Client and the Contractor shall adhere to it. Working hours normally be (Eight) hours per day - Monday through Saturday.

iv) In case of the AY&CO. /Our Client becomes liable to pay any wages or dues to the labour or any Government agency under any of the provisions of the Minimum Wages Act, Workmen Compensation Act, Contract Labour Regulation Abolition act or any other law due to act of omission of the Contractor, the AY&CO. / Client may make such payments and shall recover the same from the Contractor's bill.

v) The Contractor shall be provided with free supply of electricity for the purposes of the Contract only, at one point in the project Site. The Contractor, at its own cost shall make its own further distribution arrangement. All the temporary wiring shall comply with local regulations and will subject to Site Engineer's inspection and approval before connection to supply.

3. FACILITIES TO BE PROVIDED BY THE CONTRACTOR:

i) Tools & tackles, scaffolding etc.

ii) The Contractor shall bring to site all the construction/ erection equipment tools, tackle, scaffolding etc. required for pre-assembly, erection of the equipment covered under the Contract. He shall submit a list of all such materials to the Site Engineer before commencement of pre-assembly at site.

iii) The following items are generally required:

1) Lifting equipment:

- a) Mobile Crane of adequate capacity or Derrick
- b) Wire rope
- c) Pulley blocks
- d) Chain blocks
- e) Manila ropes
- f) Shackles
- g) Jacks
- h) Sleeper wood

2) Hi- vacuum Oil filtration plant of capacity 4500Litres/ hour or above (with inbuilt heaters) and hot oil resistant hose pipes, Oil testing `BDV' Kit with go/no go gauge.

3) Vacuum pump if needed

4) Oil storage tank if needed.

iv) The Client shall have a lien on such goods for any sum or sums, which may at any time be due or owing to it by the Contractor.

v) After the completion of the Works, the Contractor shall not remove from the Site, the materials such as Construction equipment, erection tools and tackle, scaffolding, etc. without permission of the Site Engineer.

4. FIRST AID:

The Contractor shall provide necessary first-aid facilities for all its employees, representatives and workmen working at the site. Adequate number of Contractor's personnel shall be trained in administering the first-aid.

5. FAILURE TO EXECUTE THE CONTRACT:

Contractor failing to execute the contract placed on them to the satisfaction of the Andrew Yule & Co. under the terms and conditions set forth therein, will be liable to make good the loss sustained by the Andrew Yule & Co. Ltd., consequent to the placing of fresh orders elsewhere at higher rate, i.e. the difference between the price accepted in the contract already entered into and the price at which fresh orders have been placed.

6. DEFECTIVE ERECTION

If during the period of erection, it is found that goods already erected are defective in workmanship or do not confirm to specification or unsuitable for the purpose for which they are erected, then it will be open to AYCL either to repudiate the entire contract and claim such loss that AYCL may suffer on that account or require the contractor to rectify the work.

Similarly, if during the guarantee period of the transformer, any of the goods found to be defective in workmanship or do not confirm to specification or are unsuitable for the purpose for which they are erected, it will be open to AYCL either to repudiate the entire contract and claim damages or accept such parts of the goods that are satisfactory and require the contractor to replace the balance or to claim compensation for the entire loss sustained by the AY&CO. on that account.

7. The Contractor shall comply with all the rules and regulations of local authorities during the performance of its field activities. The Contractor shall also comply with the Minimum Wages Act, 1948 and the payment of Wages Act (both of the Government of India) and the rules made there under in respect of any employee or workman employed or engaged by it or its Sub-Contractor.

8. PROTECTION OF PROPERTY AND CONTRACTOR`S LIABILITY

The Contractor shall be responsible for any damage resulting from its operations. It shall also be responsible for protection of all persons including members of public and employees of the owner and the employees of other Contractors and Sub-Contractors and all public and private property including structures, building, other plants and equipment and utilities either above or below the ground.

9. INSURANCE

a) In addition to the conditions covered under the Clause, titled Insurance the following provisions will also apply to the portion of works to be done beyond the Contractor's own or its Sub-Contractor's manufacturing Works.

b) Workmen's Compensation Insurance

This insurance shall protect the Contractor against all claims applicable under the Workmen's Compensation Act, 1948(Government of India). This policy shall also cover the Contractor against claims for injury, disability disease or death of its or its Sub-Contractor's employees, which for any reason are not covered under the Workmen's Compensation Act, 1948.

The liabilities shall not be less than

Workmen's Compensation :	As per statutory Provisions
Employee's liability :	As per statutory Provisions

c) Comprehensive Automobile Insurance

This insurance shall be in such form to protect the Contractor against all claims for injuries, disability, disease and death to members of public including the Owner's men and damage to the property of other arising from the use of motor vehicles during on or off the Site operations, irrespective of the owner-ship of such vehicles. The minimum liability covered shall be as herein indicated:

Fatal Injury	:	Rs. 100,000 each person
	:	Rs. 200,000 each occurrence
Property Damage	:	Rs. 100,000 each occurrence

d) Comprehensive General Liability Insurance

1. The insurance shall protect the Contractor against all claims arising from injuries, disabilities, disease or death of members of public or damage to property of others, due to any act or omission on the part of the Contractor, its agents, its employees, its representatives and Sub Contractors or from riots, strikes and civil commotion.

2. The hazards to be covered will pertain to all the works and areas where the Contractor, its Sub-Contractors, its agents and employees have to perform work

pursuant to the Contract.

e. The above are only illustrative list of insurance covers normally required and it will be the responsibility of the Contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all its liabilities either direct or indirect, in pursuance of the Contract.

10. WORK & SAFETY REGULATIONS

1. The Contractor shall ensure proper safety of all the workmen, materials plant and equipment belonging to it or to the others, working at the site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required by the relevant legislations and deemed necessary by the Site Engineer.

2. All equipment used in construction and erection by Contractor shall meet Indian/International Standards and where such standards do not exist, the Contractor shall ensure these to be absolutely safe. All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation manual and safety instructions and as per Guidelines/Rules in this regard.

3. Periodical examinations and all tests for all lifting/hoisting equipment & tackle shall be carried-out in accordance with the relevant provisions of Factories Act 1948, Indian Electricity Act and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by Site Engineer or by the persons authorised by him.

4. No electric cable in use by the Contractor/Owner will be disturbed without prior permission.

5. No repair work shall be carried out on any live equipment. The equipment must be declared safe by the Site Engineer and a permit to work shall be issued by the Site Engineer before any repair work is carried out by the Contractor. While working on electric lines/equipment whether live or dead, suitable type and sufficient quantity of tools will have to be provided by Contractor to electricians/workmen/officers.

6. The Contractor shall employ necessary number of qualified, full time electricians/electrical supervisors to maintain its temporary electrical installations.

7. In case any accident occurs during the construction/ erection or other associated activities undertaken by the Contractor, thereby causing any minor or major or fatal injury to its employees due to any reason whatsoever, it shall be the responsibility of the Contractor to promptly inform the same to the Site Engineer in prescribed form and also to all the authorities envisaged under the applicable laws.

8. The Site Engineer shall have the right at its sole discretion to stop the work, if in its opinion the work is being carried out in such a way as may cause accidents and endanger the safety of the persons and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and he shall comply to remove short- comings promptly. The Contractor, after stopping the specific work, can, if felt necessary, appeal against the order of stoppage of work to the Site Engineer within 3 days of such stoppage of work and the decision of the Site Engineer in this respect shall be conclusive and binding on

the Contractor.

9. The Contractor shall not be entitled for any damages/compensation for stoppage of work due to safety reasons as provided above and the period of such stoppage of work will not be taken as an extension of time for completion of work and will not be the ground for waiver of levy of liquidated damages.

10. The Contractor shall follow and comply with all Safety Rules, relevant provisions of applicable laws pertaining to the safety of workmen, employees plant and equipment as may be prescribed from time to time without any demur, protest or contest or reservation. In case of any unconformity between statutory requirement and Safety Rules referred above, the latter shall be binding on the Contractor unless the statutory provisions are more stringent.

11. If the Contractor does not take all safety precautions and/or fails to comply with the Safety Rules as prescribed by the Owner or as prescribed under the applicable law for the safety of the equipment, plant and personnel and the Contractor does not prevent hazardous conditions which may cause injury to its own employees or employees of other Contractors, or Owner or any other person at Site or adjacent thereto, the Contractor shall be responsible for payment of compensation to the Owner as per the following schedule :-

- a) Fatal injury or accident } Rs. 1,00,000/-) These are applicable for death
causing death } (per person) injury to any person whosoever
- b) Major injuries or accident } Rs. 20,000/-
accident causing 25% or } (per person)
or more permanent disability }
to work men or employees }

Permanent disability shall have the same meaning as indicated in Workmen's 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 the Owner is made to pay such compensation, the Contractor will be liable to reimburse the Owner such amount(s) in addition to the compensation indicated above.