

**Name of the work: 5 Years of Operation and Maintenance of 650 KLD Capacity Sewage Treatment Plant-1 (STP-1) at IITH Campus (2nd Call)**


NIT No.: IITH/CMD/ELE/NIT/2022-23/05

		<b>Prebid Query</b>		<b>IITH Reply</b>	
Page No./S.No.	Tender Conditions	Query	Name of the Organization	IITH Reply	
1	Page no. 24 <b>Special Conditions of Contract (SCC)</b> 27. The scope of work also includes up-keep of complete plant area premises, including floor, toilet block, railing, door, windows, light fixtures and ceiling etc. The entire premises of the plant including garden area shall also be cleaned and maintained by the Contractor regularly.	Kindly confirm on the repairs works of Plant area (Bidders's scope or Client's scope)	M/s. Seamak Hitech Products	Successful bidder scope is to upkeep the existing facilities at STP area and any Civil repair works fall under IITH Scope.	
2	Page no. 24 <b>Special Conditions of Contract (SCC)</b> 31. Contractor shall have to test the effluent/influent at his own cost at the plant laboratory on daily basis. The same will be verified by and checked by IITH whenever required	Please Confirm the parameters to be tested in the Plant Laboratory.	M/s. Seamak Hitech Products	The Effluent Quality Parameters to be tested and maintained: 1) Biological Oxygen Demand 5-day (BOD5) < 5mg/l 2) Total Suspended Solids < 5mg/l 3) Turbidity < INTU 4) Hardness of softened water < 50 mg/l 5) Total coliform MPN/100 ml, max < 100 6) Oil and grease - Not detectable 7) Colour and Odour - Clear and Not objectionable 8) Chlorine >1 ppm as total Cl	
3	Page no. 25 <b>(1.1) Scope of O&amp;M Services</b> 36. The Contractor shall also dispose off the sludge, screenings, grit and any other material to the satisfaction of IITH at his own cost. However, IITH shall have full rights on the dried sludge for using for its internal purposes.	Kindly confirm on the location where dried sludge needs to be disposed	M/s. Seamak Hitech Products	Successful bidder shall collect and deposit the dried sludge in the designed place within the battery limit of STP.	
4	Page no. 35 <b>1.1.10 Routine, Preventive, Major &amp; Minor maintenance</b> d. The Contractor should maintain all civil structures including office/ Store room, Storm water drains, fencing etc in a neat manner. He should maintain all civil structures of the plant sturdy to complete the natural/designed lifetime. The Contractor should carry out the safety audit of the plant & necessary certificate from the competent authorities must be obtained.	Kindly confirm on the repairs of Civil Structure. (Bidder's scope or Client's scope)	M/s. Seamak Hitech Products	Routine repair works of Civil structure comes under the IITH Scope however the successful bidder shall upkeep the Civil structures in the original form. Any damages to the civil structure if arises due to negligence of staff of successful bidder, the IITH reserves the right to recover the expenditure incurred from the successful bidder to restore the original shape/situation.	
5	GENERAL	Painting of Plant Premises (Bidder scope or Client's scope)	M/s. Seamak Hitech Products	Painting of Plant Premises falls under IITH Scope.	
6	GENERAL	Tank Cleaning as per PPM. (Bidder's Scope or Client's Scope) Under whose scope sludge disposal would come during tank cleaning.	M/s. Seamak Hitech Products	Successful Bidder's Scope	
7	GENERAL	In case of wear and tear, who will be taking care of the replacement of the equipment.	M/s. Seamak Hitech Products	Successful Bidder's Scope	
8	GENERAL	In case of revision in Minimum wages, who will be taking care of the extra wages	M/s. Seamak Hitech Products	The successful bidder shall take care of all minimum wages including the extra wages	
9	GENERAL	What is Billing cycle	M/s. Seamak Hitech Products	Please refer NIT Page No.39/Notes on Price Bid/Point No.5	





10	GENERAL	Kindly confirm on the quantity of Resin used for Softening Plant and Salt quantity.	M/s. Seamak Hitech Products	The quantity shall be worked out and delivered by the successful bidder as per the Plant requirements.
11	GENERAL	In case Resin or Membrane replacement is required, it would be under Bidder's scope or Client's scope.	M/s. Seamak Hitech Products	It shall come under successful bidder's scope
12	GENERAL	At the time of upkeeping of Membranes/CIP, what would be the contingency plan for the management of incoming sewage.	M/s. Seamak Hitech Products	The successful bidder shall plan and manage the incoming sewage
13	GENERAL	Under whose scope would be PLC Login in case any error and also the maintenance of relative drives of control panel.	M/s. Seamak Hitech Products	Successful Bidder's Scope
14	GENERAL	Under whose scope maintenance of online monitoring system would come	M/s. Seamak Hitech Products	Successful Bidder's Scope
15	GENERAL	Bidding price would be inclusive of tax or exclusive of tax?	M/s. Seamak Hitech Products	The bidding price shall be inclusive of all taxes
16	GENERAL	What would be the scope for us during liasoning and other pollution control board statutory requirements	M/s. Seamak Hitech Products	Tender Conditions shall prevail
17	<p><b>1) Basic Eligibility Criteria</b> Experience of having successfully completed similar works during the last 7 years ending last day of the month previous to the one in which tenders are invited</p> <p><b>Three similar completed works each costing not less than Rs.82,00,000/- only</b></p> <p><b>Two similar completed works each costing not less than Rs.1.23.00.000/- only</b></p> <p><b>One similar completed works each costing not less than Rs.1,64,00,000/- only</b></p>	<p>We are very glad to participate in the bid, but eligibility criteria given is more, since it is a 5 years work. Hence, revise the eligibility Three similar work each in O&amp;M not less than 30,00,000/- per annum. Two similar works not less than 50,00,000/- &amp; One similar works not less than 75,00,000/-</p>	M/s. Revolve Engineers Pvt. Ltd.	Tender Conditions shall prevail
18	<p><b>1) Basic Eligibility Criteria</b> "Similar Work" shall mean the work of SJTC (Supply, Installation, Testing and commissioning) or 24/7/365 days O &amp; M (Annual Operation &amp; Maintenance Contract) of Sewage treatment plant with MBR Technology for a minimum period of 2 years and capacity not less than 450/600 KLD.</p> <p><b>Special Conditions of Contract (SCC)</b> 27. The scope of work also includes up-keep of complete plant area premises, including floor, toilet block, railing, door, windows, light fixtures and ceiling etc. The entire premises of the plant including garden area shall also be cleaned and maintained by the Contractor regularly.</p>	<p>Requesting you to revised the similar work eligibility to - Sewage Treatment Plant with SBR/MBBR/MBR Technology for a minimum period of 2 years and capacity not less than 200/450/600 KLD.</p>	M/s. Revolve Engineers Pvt. Ltd.	Tender Conditions shall prevail
19	<p><b>Special Conditions of Contract (SCC)</b> 27. The scope of work also includes up-keep of complete plant area premises, including floor, toilet block, railing, door, windows, light fixtures and ceiling etc. The entire premises of the plant including garden area shall also be cleaned and maintained by the Contractor regularly.</p>	<p>We can consider, with in the plant only, requesting you to maintain out side of the plant works by IITH.</p>	M/s. Revolve Engineers Pvt. Ltd.	This query is addressed. Please refer IITH reply for query no. 1
20	<p><b>Special Conditions of Contract (SCC)</b> 33. During Operation &amp; Maintenance period, Contractor has to supply all the spares, at his cost during preventive, major-minor breakdown, replacement and maintenance work. No extra payment shall be made for such maintenance on any ground. No separate payment for the same shall be made by the IITH irrespective of the number of such break down / minor, major repairs replacements.</p>	<p>Revolve will take care of plant maintenance, if any replacement of equipments shall be bear by customer only. Membranes replacement and major pumps replacement etc not considered, the same to be replaced by customer/IITH only.</p>	M/s. Revolve Engineers Pvt. Ltd.	Tender Conditions shall prevail





21	Page no. 25	<b>(1.1) Scope of O&amp;M Services</b> 36. The Contractor shall also dispose off the sludge, screenings, grit and any other material to the satisfaction of IITTH at his own cost. However, IITTH shall have full rights on the dried sludge for using for its internal purposes.	Sludge & all other debris collected shall be placed and designated place for further disposal purpose. The same has to carry out side of the campus by IITTH only.	M/s. Revolve Engineers Pvt. Ltd.	This query is addressed. Please refer IITTH reply for query no. 3
22	Page no. 27	<b>1.1.2. Contractors staff during OM Period</b> <b>1.One Electro-Mechanical Engineer (Plant Engineer)</b> A Degree in Mechanical or Electrical Engineering or Chemical Engineering or Environmental Engineering or a Bachelor degree in Science (B.Sc.) with chemistry as one of the major subject from a recognized university/ Institute with minimum 06 years' experience in Operation & Maintenance of any STP.	Requesting you to consider operators experience 2 - 3 years only.	M/s. Revolve Engineers Pvt. Ltd.	Tender Conditions shall prevail
23	Page no. 27	<b>1.1.2. Contractors staff during OM Period</b> <b>2.Plant Operator:</b> One per each shift with minimum 7 years' experience in maintaining STP. CVs of key staff shall be submitted at the commencement of O & M period and shall be subject to approval of E-I-C.	In this kind of services higher experience of Operators will not work more years STPs. Hence, requesting you to consider operators experience 2 - 3 years only.	M/s. Revolve Engineers Pvt. Ltd.	Tender Conditions shall prevail
24	Page No.32	The screened material, grit and the dried sludge cake from the centrifuge should be collected in tractor or by appropriate means and the same shall be disposed off at site/yard within the battery limits, away from the plant.	Revolve shall collect the materials within the battery limits. Disposal of the same will be in customer scope along provision of tractor etc.	M/s. Revolve Engineers Pvt. Ltd.	Tender conditions shall prevail
25	Page No.33	All leakages should be attended promptly to avoid unhygienic conditions, deterioration of plant and building.	Requesting you to consider all this in IITTH Scope only	M/s. Revolve Engineers Pvt. Ltd.	Tender conditions shall prevail
26	Page no. 03	<b>1.10</b> Last Date for Submission of Bids - 27/12/2022 @ 15:00 Hrs	Request Customer to consider as 10-01-2023	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail
27	Page no. 21	<b>1.1 Scope of Operation &amp; Maintenance Services</b> 6. The Contractor shall prepare and implement an effective plant maintenance programme in consultation with IITTH. It is an absolutely Contractors responsibility to look after all sorts of maintenance whether preventive, Minor, Major, or break-down.	SUEZ shall take care of maintenance. If any replacement of equipment's shall be in customer scope	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail
28	Page no. 24	<b>Special Conditions of Contract (SCC)</b> 27. The scope of work also includes up-keep of complete plant area premises, including floor, toilet block, railing, door, windows, light fixtures and ceiling etc. The entire premises of the plant including garden area shall also be cleaned and maintained by the Contractor regularly.	Request customer to consider in their scope	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail
29	Page no. 24	<b>Special Conditions of Contract (SCC)</b> 30. Monitoring of proper functioning of plant shall be done as per approved O& M manual. Contractor has to maintain all quality parameters of effluent within stipulated limit or he shall be penalized for not maintaining the parameters specified in the contract. All expenditure incurred for the same like, suit fee, court fee, case fee, or the penalty as decided by Engineer-in-Charge and penalty charged by TSPCB or any other statutory body shall be charged to Contractor and deducted from his security deposit, bills, etc.	SUEZ shall operate & maintain the parameters as per design condition. Any changes in policy / change in norms which results in deviation from the norms, such instance shall not be considered	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail. Any change in policy from the statutory authorities shall be addressed by IITTH separately.

  
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30	Page no. 24	<p><b>Special Conditions of Contract (SCC)</b></p> <p>32. No equipment shall remain ideal or unattended or damaged for the period of more than 3 days. If any equipment is not repaired, rectified and or replaced within 3 days, the Contractor shall be penalized with no limit at the rate of Rs. 2000/- per day delay per each individual equipment of the plant. In case, the contractors fails to attend the faults within 3 days, the same shall be attended by IITH at the risk and cost of the contractor</p>	<p>Cumulative Penalty shall be limited to 5% of monthly billing values</p>	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail
31	Page no. 24	<p><b>Special Conditions of Contract (SCC)</b></p> <p>33. During Operation &amp; Maintenance period, Contractor has to supply all the spares, at his cost during preventive, major-minor breakdown, replacement and maintenance work. No extra payment shall be made for such maintenance on any ground. No separate payment for the same shall be made by the IITH irrespective of the number of such break down / minor, major repairs replacements</p>	<p>SUEZ shall take care of maintenance. If any replacement of equipment shall be in customer scope</p>	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail
32	Page no. 25 & 26	<p><b>Special Conditions of Contract (SCC)</b></p> <p>42. Adverse Operating Condition: During which the raw sewage quality deteriorates beyond the Specifications contained in contract, the following provisions shall be applicable:  a) If the raw sewage can still be treated to meet the Output Standards, the Contractor shall comply with such specifications.</p>	<p>SUEZ shall operate the plant as per design condition</p>	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail
33	Page no. 26	<p><b>Special Conditions of Contract (SCC)</b></p> <p>42. Adverse Operating Condition: During which the raw sewage quality deteriorates beyond the Specifications contained in contract, the following provisions shall be applicable:  b) In the event it is not possible to meet the Output Standards, the Contractor shall immediately inform IITH and take all corrective measures at his own cost and risk to ensure that the prescribed output standards are achieved.</p>	<p>SUEZ shall operate the plant as per design condition</p>	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail. The treated effluent shall meet the standards specified in the tender.
34	Page no. 25	<p><b>(1.1) Scope of O&amp;M Services</b></p> <p>36. The Contractor shall also dispose off the sludge, screenings, grit and any other material to the satisfaction of IITH at his own cost. However, IITH shall have full rights on the dried sludge for using for its internal purposes.</p>	<p>Sludge &amp; all other wastes shall be collected in designated place within battery limit of operation. Further collection &amp; disposal shall be in customer scope</p>	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	This query is addressed. Please refer IITH reply for query no. 3
35	Page no. 27	<p><b>1.1.2. Contractors staff during OM Period</b></p> <p><b>1.0ne Electro-Mechanical Engineer (Plant Engineer)</b>  A Degree in Mechanical or Electrical Engineering or Chemical Engineering or Environmental Engineering or a Bachelor degree in Science (B.Sc.) with chemistry as one of the major subject from a recognized university/ Institute with minimum 06 years' experience in Operation &amp; Maintenance of any STP.</p>	<p>Head count considered is for 24X7 operations of the plants. During leave or holidays, the operation shall be managed by reliever / extra hour (OT) operation for the plant. Qualification of Candidates will commensurate with the work. Higher experience will override academic qualifications, however, where statutory certifications are involved, same will be retained. SUEZ will ensure overall monthly people availability above 85% by providing reliever unless there is some crisis known to both the organization. IIT Hyderabad need not to investigate people availability at sites as its SUEZ responsibility to operate and maintain the plant smoothly. Employees will be entitled to take leave as per leave policy and during his absence (Leave / Meeting / Training) one senior member from the existing team will be nominated to perform his duties. Employees will be entitled for weekly off (Sunday) or any other day as per site condition. There will be no off reliever for G Shift employees. SUEZ will be solely responsible for selection and recruitment of the required manpower and will update IIT Hyderabad on this. SUEZ shall produce resume of selected employee towards this. Suez will arrange expert visit if the site team is unable to fix the issues. Please refer Annexure 1 for Manpower Matrix.</p>	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail

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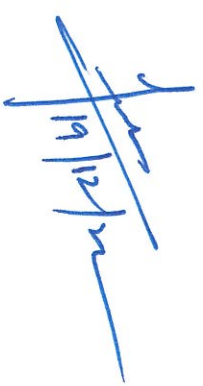
		1.1.2. Contractors staff during OM Period 1. One Electro-Mechanical Engineer (Plant Engineer) A Degree in Mechanical or Electrical Engineering or Chemical Engineering or Environmental Engineering or a Bachelor degree in Science (B.Sc.) with chemistry as one of the major subject from a recognized university/ Institute with minimum 06 years' experience in Operation & Maintenance of any STP.	Request customer to consider BE Chemical / Environmental engineer as well with min 3-5 year of relevant experience. Plant Engineer shall be deployed through contractor	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender conditions shall prevail
36	Page no. 27	1.1.2. Contractors staff during OM Period <b>2.Plant Operator:</b> One per each shift with minimum 7 years' experience in maintaining STP. CVs of key staff shall be submitted at the commencement of O & M period and shall be subject to approval of E-I-C.	Request customer - min 2-4 year of experience	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender conditions shall prevail
37	Page no. 27	1.1.2. Contractors staff during OM Period <b>2.Plant Operator:</b> One per each shift with minimum 7 years' experience in maintaining STP. CVs of key staff shall be submitted at the commencement of O & M period and shall be subject to approval of E-I-C.	Request customer - min 2-4 year of experience	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender conditions shall prevail
38	Page no. 27	1.1.2. Contractors staff during OM Period c. Institute shall monitor the presence and availability of such key and non-key staff. As specified elsewhere in the contract document, the contractor shall maintain the attendance in biometric form for all the staff so deployed.	Suez shall maintain the register.	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail
39	Page no. 33	1.1.9 Maintenance e. The Contractor shall also be responsible to maintain cleanliness in around the plant including electro-mechanical equipment, disposal of floating material removed from the bar screens etc., Grit and other unwanted material and keep the premises in a tidy condition. The terraces of the STP building shall be always kept free of debris, junk, waste material, vegetation etc.	Request customer to consider in their scope	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail
40	Page no. 33	1.1.9 Maintenance f. All leakages should be attended promptly to avoid unhygienic conditions, deterioration of plant and building. Chokages of Electro-Mechanical equipment, sewer lines of STP building, rain water pipes, storm water drains should be removed at once. All the valves/gates which are not used regularly should be operated at least once a week and make sure that they are properly lubricated /greased.	Request customer to consider in their scope	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail
41	Page no. 33	1.1.9 Maintenance h. The Contractor should make sure that no unwanted material should float/grow in and around different units. In case it is found the same shall be removed /cleaned immediately. He shall also be responsible for cleaning/sweeping the plant buildings inside and outside, roads, foot path etc.	Suez Battery limit should be only limited to O&M activities of STP. Request customer to consider in their scope	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail
42	Page no. 36	1.1.14 Taking over of Plant after Completion of O&M Period b. In case of major repairs /replacement of equipment, the performance guarantee for such unit/equipment shall be extended by six months from the date of putting back in to satisfactory operation of such unit/equipment, in case such putting back is within last three months of the end of completion of operation & maintenance period	SUEZ shall take care of maintenance. If any replacement of equipment shall be customer scope	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail
43	Page no. 39	Notes on Price Bid 4) IITH being educational institution, there will be a variation in the quantity of sewage generated depending upon academic activities. The contractor shall not have any claims if the influent is more than 650KLD on any day on any period. Similarly, there shall not be any recovery from the contractor if the quantity of sewage treated is less than 650KLD on any day or period.	SUEZ shall operate the plant as per design condition	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail

44	General Conditions of Contract (GCC) for Maintenance works Page No. 13	Clause 2: Compensation for Delay	Since this is an O&M contract, this shall not be applicable	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail
45	General Conditions of Contract (GCC) for Maintenance works Page No. 18	Clause 5: Time and Extension for Delay	Since this is an O&M contract, this shall not be applicable	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail
46	General Conditions of Contract (GCC) for Maintenance works Page No. 33	Clause 14: Carrying out part work at risk & cost of contractor	Since this is O&M for existing plant, this clause shall not be applicable	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail
47	General Conditions of Contract (GCC) for Maintenance works Page No. 34	Clause 15: Suspension of Work	Since this is O&M contract of existing plant, suspension shall not be applicable.	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail
48	General Conditions of Contract (GCC) for Maintenance works Page No. 35	Clause 17: Contractor Liable for Damages, defects during defect liability period	Since the plant is operational from last 3 years, defect liability period shall not be applicable	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender Conditions shall prevail
49	General Conditions of Contract (GCC) for Maintenance works Page No. 47	Clause 24: Life cycle cost	Not applicable	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Clause Not Applicable

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50 Additional Point 01	Limitation of Liability	<p>a. notwithstanding anything else in this agreement, the total liability of SWTSIPL, on all claims of any kind accruing during any calendar year, whether in contract (including liquidated damages), warranty, tort (including negligence), strict liability, or otherwise, arising out of the performance or breach of this agreement or the use of any parts or the provision of any services, shall not exceed fifty percent of the annual service fee in any calendar year; and in no event shall the cumulative total liability of SWTSIPL on all such claims of any kind arising from or relating to this agreement, until the time all such liability ends, exceed the annual service fee owed SWTSIPL by customer under this agreement. In no event, whether as a result of breach of contract, warranty, indemnity, tort (including negligence), strict liability, or otherwise, shall SWTSIPL be liable for loss of profit or revenues, loss of use of the site or any associated equipment or systems, cost of capital, cost of substitute equipment, facilities, services or replacement power, downtime costs, claims of customer's customers for such damages, or for any special, consequential, incidental, indirect, punitive or exemplary damages</p>	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	<p><b>LIMITATION OF LIABILITY</b> i) Neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, punitive or consequential damages, including damages for loss of profits, business, goodwill, revenue or anticipated savings. ii) Any other liabilities under the contract not covered above shall be limited to maximum of 100% of the agreed per year contract value (AMC value per year) provided that the foregoing clauses shall not apply to cases of criminal negligence or willful misconduct and to damages awarded in the case of personal injury or death to the extent such damages cannot be disclaimed under the law.</p>
51 Additional Point-2	Indemnification	<p>a. SWTSIPL hereby agrees to indemnify and hold harmless Customer, its officers, directors, employees, agents, and representatives from and against any and all claims, suits, damages, losses and expenses of any nature whatsoever, including without limitation, reasonable attorney's fees (collectively "Losses"), to the extent they result from (i) the negligence or willful misconduct of SWTSIPL, its agents, employees or representatives while engaged in activities under this Agreement; or (ii) any breach or non-fulfillment of, or failure to perform any of the agreements, covenants, representation or warranties made by SWTSIPL under this Agreement, except to the extent that any such Losses are caused by the negligence or willful misconduct of Customer, as finally determined by a court of competent jurisdiction.</p>	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	<p>Customer hereby agrees to indemnify and hold harmless SWTSIPL, its officers, directors, employees, agents, and representatives from and against any Losses to the extent they result from (i) the negligence or willful misconduct of Customer, its agents, employees, or representatives; (ii) the release of any Hazardous Materials or any violation of any environmental, health and safety laws at the Site; (iii) Customer's violation of any Environmental, Health, or Safety Law (as subsequently defined); or (iv) the release of any Hazardous Materials or Nonstandard Substance at, on, to, or from Customer property, unless such substance was brought on to Customer property by SWTSIPL and SWTSIPL caused the release of such substance; (v) any breach or nonfulfillment of, or failure to perform any of the agreements, covenants, representation or warranties made by Customer under this Agreement, except to the extent that any such Losses are caused by the negligence or willful misconduct of SWTSIPL, as finally determined by a court of competent jurisdiction.</p> <p>Indemnification clauses mentioned in the Tender prevails</p>





52 Additional Point-3	Termination	<p>1. Either Party (the "Non-Defaulting Party") may terminate this Agreement for default if the other Party (the "Defaulting Party"): becomes insolvent or the Defaulting Party commits a material breach of this Agreement and fails to cure the breach within thirty (30) days of notice from the Non-Defaulting Party, or fails to commence to cure the breach and diligently proceed with the cure if it is not possible to cure within thirty (30) days of such notice. In addition to the foregoing, SWTSIPL may terminate for default in the event of: (i) an event causing SWTSIPL to suspend performance of the Services which cannot reasonably be cured without significant cost to SWTSIPL (including non-specification Feedwater); (ii) Customer's failure to perform any of its material obligations under this Agreement, which failure has a material and adverse effect on SWTSIPL; (iii) laws or conditions or changes to such laws or conditions, which make performance by SWTSIPL impossible or impractical or have a material effect on SWTSIPL or performance by SWTSIPL including but not limited to expropriation of all or any portion of the Site; or (iv) facts or circumstances which arise, are discovered, or become known to SWTSIPL which actually or potentially result in environmental, labor or security risks that SWTSIPL reasonably deems imprudent or unsuitable, and which were not fully disclosed, for whatever reason, by the SWTSIPL's reviews conducted to date.</p> <p>Upon the termination of this Agreement Customer agrees to pay remainder for all Goods in Customer's possession or for any Goods that have been ordered, at unit prices for products specified in this Agreement plus any annual escalations applied at time of termination. Remainder shall immediately become due and shall be paid within thirty (30) days of receipt of an invoice.</p>	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Termination clauses mentioned in the Tender prevails
53 Additional Point-3	No Title	<p>1. Except as provided herein, at no time shall SWTSIPL be deemed to have taken title to or responsibility for any treated water (the "Product Water"), the water prior to treatment (the "Feedwater"), any substances not reasonably anticipated ("Nonstandard Substances"), any toxic substances, hazardous substances, pollutants, contaminants, regulated wastes, or hazardous wastes as such terms may be defined or classified in any statute or ordinance or regulations promulgated by any federal, state, or local governmental authority ("Hazardous Materials"), treatment residuals, waste streams, or any other materials or substances processed or otherwise located at the Site.</p>	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender conditions prevails
54 Additional Point-4	Assignment	<p>1. Customer may not assign this Agreement or otherwise transfer its rights or obligations hereunder, in whole or in part, without the written consent of SWTSIPL. SWTSIPL shall have the right to transfer, in whole or in part, by way of assignment or novation its rights and/or obligations under this Agreement. Customer agrees to execute such subsequent documentation, as may be required. Nothing in this Section shall restrict SWTSIPL from subcontracting portions of its work, provided that SWTSIPL shall remain responsible to Customer for performance of subcontracted scope.</p>	M/s. Veolia (M/s. Suez Water Technologies Pvt. Ltd) Bangalore	Tender conditions prevails