

Clause No.			GENERAL CONDITIONS OF CONTRACT (GCC)
			information received from the Employer for any purpose other than the design, procurement of Plant and Equipment, construction or such other work and services as are required for the performance of the Contract.
		16.3	<p>The obligation of a party under GCC Sub-Clauses 16.1 and 16.2 above, however, shall not apply to that information which</p> <p>(a) now or hereafter enters the public domain through no fault of that party</p> <p>(b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto</p> <p>(c) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p> <p>(d) is required to be disclosed in accordance with a judicial or governmental order or decree.</p>
		16.4	The above provisions of this GCC Clause 16 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
		16.5	The provisions of this GCC Clause 16 shall survive termination, for whatever reason, of the Contract.
			E. Work Execution
17.	Representatives		
		17.1	<p>Project Manager</p> <p>If the Project Manager is not named in the Contract, then within fourteen (14) days of the Effective Date, the Employer shall appoint and notify the Contractor in writing of the name of the Project Manager. The Employer may from time to time appoint some other person as the Project Manager in place of the person previously so appointed, and shall give a notice of the name of such other person to the Contractor without delay. The Employer shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work on the Facilities. The Project Manager shall represent and act for the Employer at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Project Manager, except as herein otherwise provided.</p> <p>All notices, instructions, information and other communications given by the Contractor to the Employer under the Contract shall</p>

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			be given to the Project Manager, except as herein otherwise provided.
		17.2	Contractor's Representative & Construction Manager
		17.2.1	The Contractor shall appoint the Contractor's Representative within fourteen (14) days of the Effective Date or before start of work whichever is earlier and shall request the Employer in writing to approve the person so appointed.
			<p>17.2.1.1 The Contractor's representative shall be a regular Employee/ Partner/ Director only and the Contractor shall be required to submit a Power of Attorney in original in favour of its representative. Notarized photocopy of the Power of Attorney shall be acceptable only if the Power of Attorney has been registered by the Contractor. The Employer may verify the photocopy of the Power of Attorney with the Original and the Contractor shall be required to produce the original Power of Attorney for verification, if required by the Employer. The relation of the Contractor's representative with the contractor such as Partner/ Employee etc. should be clearly brought out in the Power of Attorney. The Contractor would be required to submit a documentary proof of the relation of the Contractor's representative with the contractor in the form of self-attested copy of any of the following documents:</p> <ul style="list-style-type: none"> i. Previous financial year's Form 16 as available at TRACES site of Income tax department, if the Contractor's representative is an employee of contractor or his Appointment Letter/ Salary Slip/ other documentary evidence (only in case of recent appointment or where Form 16 details are not uploaded at TRACES). Further, the Contractor shall submit the copy of Form 16 as available through TRACES site for every subsequent year also in respect of the Contractor's representative till the period of authorization. ii. Article of Association/ Registered Partnership Deed if the Contractor's representative is a partner or stake holder in Company. <p>In case, the Contractor is not able to submit any of the documentary proofs as mentioned above at para (i) & (ii), he would be required to submit an affidavit stating the relationship between the Contractor's representative and the Contractor.</p> <p>17.2.1.2 In case, the Contractor's representative is also doing some other Contract(s)/ Work(s) as nominee of the same contractor, the Contractor shall give a declaration citing</p>

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			<p>list of all works where the Contractor's representative is the nominee.</p> <p>17.2.1.3 If the Employer objects to the appointment giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Sub-Clause 17.2.1 shall apply thereto.</p>
			<p>17.2.2 The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Project Manager all the Contractor's notices, instructions, information and all other communications under the Contract.</p> <p>All notices, instructions, information and all other communications given by the Employer or the Project Manager to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.</p> <p>The Contractor shall not revoke the appointment of the Contractor's Representative without the Employer's prior written consent, which shall not be unreasonably withheld. If the Employer consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in GCC Sub-Clause 17.2.1.</p> <p>17.2.3 The Contractor's Representative may, subject to the approval of the Employer (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative, and shall specify the powers, functions and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Employer and the Project Manager.</p> <p>Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with this GCC Sub-Clause 17.2.3 shall be deemed to be an act or exercise by the Contractor's Representative.</p> <p>17.2.3.1 Notwithstanding anything stated in GCC Sub-clause 17.1 and 17.2.1 above, for the purpose of execution of contract, the Employer and the Contractor shall finalise and agree to a Contract Co-ordination Procedure and all the communication under the Contract shall be in accordance with such Contract Co-ordination Procedure.</p>