

| Clause No. | | GENERAL CONDITIONS OF CONTRACT (GCC) | |
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| | | <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> | |
| | | 1.2.2 | <p>An Agent for the purpose of clause "1.2" is a person employed to do any act for another, or to represent another in dealings with third person:</p> <p>[Note: i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent.</p> <p>ii. However, a person who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]</p> |
| 2. Contract Documents | | | |
| | 2.1 | | Subject to Article 1.2 (Order of Precedence) of the Contract Agreement, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole. |
| | 2.2 | | The Contract will be signed in three originals and the Contractor shall be provided with one signed original and the rest will be retained by the Employer. |
| | 2.3 | | The Contractor shall provide free of cost to the Employer all the engineering data, drawing and descriptive materials submitted with the bid, in at least three (3) copies to form a part of the Contract immediately after Notification of Award. |
| | 2.4 | | Subsequent to signing of the Contract, the Contractor at his own cost shall provide the Employer electronic version of the signed Contract Agreement on CD-ROM/ USB drive within thirty (30) days of its signing. |
| 3. Interpretation | | | |
| | | 3.1 | Language |
| | | 3.1.1 | Unless the Contractor is a national of the Employer's country and the Employer and the Contractor agree to use the local language, all Contract Documents, all correspondence and communications to be given, and all other documentation to be prepared and supplied under the Contract shall be written in English, and the |

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| | | Contract shall be construed and interpreted in accordance with that language. | |
| | 3.1.2 | If any of the Contract Documents, correspondence or communications are prepared in any language other than the governing language under GCC Sub-Clause 3.1.1 above, the English translation of such documents, correspondence or communications shall prevail in matters of interpretation. | |
| | 3.1.3 | The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India. | |
| | 3.2 | <p>Singular and Plural</p> <p>The singular shall include the plural and the plural the singular, except where the context otherwise requires.</p> | |
| | 3.3 | <p>Headings</p> <p>The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.</p> | |
| | 3.4 | <p>Persons</p> <p>Words importing persons or parties shall include firms, corporations and government entities.</p> | |
| | 3.5 | <p>Incoterms</p> <p>Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms.</p> <p>Incoterms means international rules for interpreting trade terms published by the International Chamber of Commerce (latest edition), 38 Cours Albert 1er, 75008 Paris, France.</p> | |
| | 3.6 | <p>Construction of the Contract</p> | |
| | 3.6.1 | <p>The Contracts to be entered into between the Employer and the successful bidder shall be as under:</p> <ul style="list-style-type: none"> - First Contract: For Ex-works (India) supply of Plant and Equipment including type test charges and Mandatory Spares. | |

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| | | <p>- Second Contract: For providing all services i.e. inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation (including civil, structural steel work & allied work, if applicable), insurance covers other than inland transit insurance, testing and commissioning and conducting guarantee tests in respect of all the Plant and Equipment supplied under the 'First Contract' and all other services specified in the Contract Documents.</p> | |
| | 3.6.2 | <p>The award of separate Contracts shall not in any way dilute the responsibility of the Contractor for the successful completion of the Facilities as per Contract Documents and a breach in one Contract shall automatically be construed as a breach of the other Contract(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and the cost of the Contractor.</p> | |
| | 3.7 | <p>Entire Agreement</p> <p>Subject to GCC Sub-Clause 16.4 hereof, the Contract constitutes the entire agreement between the Employer and Contractor with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.</p> | |
| | 3.8 | <p>Amendment</p> <p>No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party hereto.</p> | |
| | 3.9 | <p>Independent Contractor</p> <p>The Contractor shall be an independent contractor performing the Contract. The Contract does not create any agency, partnership, joint venture or other joint relationship between the parties hereto.</p> <p>Subject to the provisions of the Contract, the Contractor shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Subcontractors engaged by the Contractor in connection with the performance of the Contract shall be under the complete control of the Contractor and shall not be deemed to be employees of the Employer, and nothing contained in the Contract or in any subcontract awarded by the Contractor shall be construed to create any contractual relationship between any such employees, representatives or Subcontractors and the Employer.</p> | |
| | 3.10 | <p>Joint Venture or Consortium</p> <p>If the Contractor is a joint venture or consortium of two or more firms, all such firms shall be jointly and severally bound to the Employer for the fulfilment of the provisions of the Contract and shall designate one of such firms to act as a leader with authority</p> | |

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