

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. Design, Engineering, Manufacturing, Supply, Inspection and Testing, Type Testing, Packing, Forwarding to site of all Ex-Manufacturing Works/Place of Dispatch (both in India) equipment/materials/ Special tools & tackles covered under Carbonated Fly Ash Brick (C-Brick) Plant of 2 Lakh per Day Capacity at NTPC Ramagundam, as per Bidding Document No. CS-3100-702-9 and its Amendments/ Clarifications/ Errata and subsequent correspondences ("the Facilities") and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

**Article 1. Contract 1.1
Documents**

Contract Documents (Reference GCC Clause 2)

The following documents shall constitute the Contract between the Employer and the Contractor, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement and the Appendices hereto
- (b) Notification of Award CS-3100-702-9-FC-NOA-7928 read in conjunction with Amendments/ Erratas, if any
- (c) Special Conditions of Contract read in conjunction with Amendments/ Erratas, if any
- (d) General Conditions of Contract read in conjunction with Amendments/ Erratas, if any
- (e) Technical Specifications and Drawings read in conjunction with Amendments/ Erratas, if any
- (f) The Bid and Price Schedules submitted by the Contractor
- (g) Form and Procedures (as listed) read in conjunction with Amendments/ Erratas, if any
- (h) Integrity Pact

1.2

Order of Precedence (Reference GCC Clause 2)

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents) above.

1.3

Definitions (Reference GCC Clause 1)

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

**Article 2. Contract 2.1
Price and Terms of
Payment**

Contract Price (Reference GCC Clause 11)

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: **INR 90,25,60,000 (Ninety crore twenty-five lakh sixty thousand rupees only)**

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