

WHEREAS the Employer desires to engage the Contractor to design, manufacture, test, deliver, install, complete and commission certain Facilities, viz. **Transportation from manufacturer's works/ place of dispatch to site (both in India), transit insurance, delivery at site, receipt, unloading, handling, storage, in-plant transportation, comprehensive all risk insurance, installation, supervision, per-commissioning-testing commissioning and performance testing of all equipment/ systems and materials, and all other services leading to successful "completion of facilities" and handing over to Employer of the Equipment/Materials including O&M Services for one year covered under the 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-SC-NOA-7929 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

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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.

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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 27,71,12,500 (Indian Rupees Twenty-seven crore seventy-one lakh twelve thousand five hundred only)**

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, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

SR.NO.	DESCRIPTION	PRICE (IN INR)
1.	Local Transportation including Inland Transit Insurance, and other local costs incidental to delivery of Main Equipment covered under First Contract	90,00,000
2.	Installation Services	13,60,00,000
3.	O&M services (One Year)	3,00,00,000
4.	Lime Supply for O&M Services (14850 MT)	9,28,12,500
5.	Amount linked to Safety Aspects/ compliance to Safety Rules	93,00,000
	TOTAL	27,71,12,500

The above Contract Price is exclusive of applicable Goods and Service Tax (GST), but inclusive of all other taxes, duties and levies. Applicable GST shall be paid / reimbursed in line with the provisions of Bidding documents. GST quoted in the bid is 05% for supply of Lime and 18% for all other items. The Contract Price shall be FIRM during currency of Contract.

2.2

Terms of Payment (Reference GCC Clause 12)

The terms and procedures of payment according to which the Employer will reimburse the Contractor are given in Appendix 1 (Terms and Procedures of Payment) hereto.

Article 3. Effective Date for Determining Time for Completion

3.1

Effective Date (Reference GCC Clause 1)

The Time of Completion of the Facilities shall be determined from the date of Notification of Award provided all of the following conditions have been fulfilled within a period of two (2) months from the date of said Notification of Award:

- This Contract Agreement has been duly executed for and on behalf of the Employer and the Contractor;
- The Contractor has submitted to the Employer the performance security, security towards faithful performance of the Deed(s) of Joint Undertaking (if applicable) and the advance payment security;
- The Employer has paid the Contractor the Advance Payment.

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Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

3.2 If the conditions listed under 3.1 are not fulfilled within two (2) months from the date of Notification of Award because of reasons attributable to the Employer, the Contract would become effective only from the date of fulfillment of all the above mentioned conditions and, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time for Completion and/or other relevant conditions of the Contract.

3.3 However, if any of the conditions listed under 3.1 above are not fulfilled within two (2) months from the date of Notification of Award because of reasons attributable to the Contractor, the Contract will be effective from the date of Notification of Award. In this case, Contract price and/or time for completion shall not be adjusted.

Article 4.

It is expressly understood and agreed by and between the Contractor and the Employer that the Employer is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Employer is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Employer is not an Agent, Representative or Delegate of the Govt.

of India. It is Further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

Article 5. Appendices

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

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APPENDICES

Appendix 1	Terms and Procedures of Payment
Appendix 2	Price Adjustment
Appendix 3	Insurance Requirements
Appendix 4	Time Schedule
Appendix 5	List of Approved Subcontractors
Appendix 6	Scope of Works and Supply by the Employer
Appendix 7	List of Documents for Approval or Review
Appendix 8	Functional Guarantees

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