

SPECIAL CONDITIONS OF CONTRACT

60 GENERAL

60.1. Special conditions of Contract shall be read in conjunction with the general conditions of Contract, specifications of work, drawings and any other documents forming part of this Contract wherever the context so requires.

60.2 Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.

60.3 These Special Conditions of Contract shall be in addition to the General Conditions of the Contract and other terms and conditions specified in the Contract documents. The Special Conditions of Contract shall over-ride the provisions of the General Conditions of the Contract, if and only, if the terms contained in the General Conditions of the Contract is repugnant to the terms contained in the Special Conditions of Contract and such repugnancy cannot be reconciled at all; the intention is not to render any clause as invalid or inapplicable except in case of direct and irreconcilable repugnancy.

60.4 Wherever it is stated in these documents that a supply is to be effected or a work is to be carried out, it shall be understood that the same shall be effected/carried out by the Contractor at its own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context.

61 DESCRIPTION OF ITEM, SPECIFICATION AND DRAWING

61.1 The description of the items given under the Bill of Quantities indicates the work to be carried out under the item and shall be read with direct reference to the specifications of the items, the codes referred to, and applicable drawings. Under the unlikely event of any irreconcilable conflict between them, the matter shall be brought to the notice of the Employer/Engineer. In such cases the decision of Owner / Engineer (based on Para 3 of the Articles of Agreement) shall be final and binding on the Contractor.

61.2 The scope of work for the Contract is not necessarily limited to the description of each section of the specifications and the illustrations shown on the drawings. It includes all minor details not expressly indicated in the Contract documents / drawings / specifications, or as might be found necessary as a result of field conditions, in order to complete the work as it is intended, without any gaps between the various sub divisions of work.

61.3 ITEMS FOR WHICH SPECIFICATIONS ARE NOT AVAILABLE

The work is to be carried out as per the specification given in the tender document. In case of any work is to be carried out for which there is no specification, such work shall be carried out in accordance with BIS specifications in order of precedence and in the event of there being no BIS specifications, the work shall be carried out in all respects in accordance with the instructions of the Owner/Engineer. The decision/instruction of the Owner/Engineer in this regard shall be final and no claim shall be entertained from the Contractor in this respect. In case of discrepancy between BIS and CPWD specifications, BIS specifications shall prevail over CPWD specifications.

62.1 WATER SUPPLY

The Owner shall NOT provide the construction and drinking water. Contractor shall make its own arrangements for construction water supply at its cost and risk.

62.2 POWER SUPPLY

Electrical power supply will be given by Employer at a single point if available on payment @ Rs#/unit. The Contractor shall make its own arrangement for distribution of power for construction as well as for general lighting, security lighting to Site and Project offices. In the event Contractor desire the power connection from authority concerned, Employer may extend necessary assistance in this regard to render any document if so required. The Contractor shall obtain such power at its own cost and make payment to the Department/ Authority concerned. Any delay or disruption caused to the progress of work due to no-availability of power will be considered as a lapse on the part of the Contractor in its performance. The Contractor shall make its own arrangement of standby power generation to avoid any such an eventuality.

62.2.1 Any delay in works due to non-availability of water & power supply shall not be entertained and will be to Contractor's account.

62.3 TELEPHONE

The Contractor shall make its own arrangements for Telephone connection at its own cost.

63 TIME SCHEDULE:

63.1 The overall completion time is 24 Months (Twenty Four months) excluding 7 days of mobilization. Contractor shall prepare their milestones targets along with an integrated network programme, for the execution of work including detailed charts for individual building along with all activities and event list, material procurement & details of man power and equipment that will be deployed for fulfilment of programme from start of work to completion for the approval of Owner/Engineer. The programme chart shall also indicate the scheduling of samples, shop drawing and approvals. The construction schedule will be approved in writing by the Owner/Engineer. If so required Contractor shall re-submit the programme with milestones duly incorporating all comments made by Owner/Engineer within 15 days of issue of CONTRACT AGREEMENT/WO/LOA/Contract Agreement (whichever is earlier). It shall be mandatory to achieve such milestones (dates).

64 CONSTRUCTION PROGRAMME

64.1 The submission and approval of such programme or the furnishing of such particulars shall not relieve the Contractor of any of its duties or responsibilities under the Contract.

64.2 If the Contractor fails to submit the detailed network programme within the stipulated time, or fail to incorporate comments made by Owner/Engineer; the Owner/Engineer will get the programme prepared through other source at Contractor's cost, which shall be binding on the Contractor.

64.3 The Contractor's site office shall be equipped with computer

and personnel capable to generate time and resources schedule and monitor all activities in terms of time and resources as required.

64.4 If the Contractor fails to maintain the required progress or to complete the work on or before the milestone target date of completion, without prejudice to any other right or remedy available on account of such breach, the Employer/Engineer (whose decision in writing shall be final and binding) may decide the corrective action to be taken by the Contractor, and the Contractor shall act as per the direction of the Project Manager.

65 REPORT

65.1 The Contractor shall furnish the following reports in the format prescribed by the Owner/Engineer regularly:

Daily report

- " Category and area-wise "Manpower Deployment"
- " Programme for the forthcoming day - area-wise based on agreed detailed net work programme.

65.2 Monthly Progress Report

- " Updated Progress report with updated completion schedule.
- " Backlog generated and action plan to overcome the backlog.
- " Anticipated value of work planned to be completed in forthcoming month under various activities / subheads.
- " Min. 12 Photographs of 125mm x 175mm size for works in progress (major stages which will be approved by Project Manager), indicating date and location in suitable folder as directed by Engineer.

In the event of the actual rate of progress falls behind the scheduled progress as indicated in the charts, the Contractor shall accelerate the works and submit a 'Catch up Program' to the satisfaction of the Project Manager.

66 SCOPE OF SUPPLY BY EMPLOYER: (Enter Employer Free issue materials , Wastage and recovery rate.)

Contractor shall maintain a stock register for free issue materials for periodical verification & reconciliation. Reconciliation statements of free issue materials shall be prepared by Contractor and enclosed duly verified by Owner with each bill, without which the bill shall not be passed for payment.

66.1 For Civil Items:

For PSC and PPC grade cement wastage limit shall be 2% maximum on account of losses, wastage, testing and slurry etc.

For Reinforcement bars & rods wastage limit shall be 3% including Scrap/offcut, cutting loss and Rolling Margins

For any loss of free issue material more than the above limits, payment will be deducted on the rates given below:

Contractor will put their all-out efforts to use any material within the wastage limits. For any loss of free issue material more than the wastage limits. Payment will be deducted at 150% of ruling steel/cement price of JSPL at the time of reconciliation. For excess receipt of scrap above the allowable tolerances; payment will be deducted at the rate of 75% of ruling steel price at the time of reconciliation. All the scrap to be delivered by the Contractor at any place nominated by Owner within the plant site.

However, no wastage is permitted for Cement, Speed floor system, Fly ash Bricks and Cut & Bend reinforcement Steel for which

deduction/recovery for the respective item will be made at 200% of the ruling JSPL price at the time of reconciliation.

66.2 For Mechanical Items:

Wastage limit including allowance for scrap/offcuts is as specified in Technical Specifications of our consultant i.e For Rolled section -5%, Plates - 7.5%, Pipes 3% and other materials- 5%. The above allowances for scrap includes 1% cutting loss & 1% rolling margin. Definition of Scrap-Rolled section below 1.5 meter length and plates less than 300 x 300 mm size on both sides. However, Contractor will put their all-out efforts to use any material beyond this size to minimize wastage of steel. For any loss of free issue material more than the wastage limits. Payment will be deducted at 150% of ruling steel price of JSPL at the time of reconciliation. Scrap generated at site shall be the sole property of Owner and the Contractor shall return all the scrap. For excess receipt of scrap above the allowable tolerances; payment will be deducted at the rate of 75% of ruling steel price at the time of reconciliation. All the scrap to be delivered by the Contractor at any place nominated by Owner within the plant site.

66.3 Free Issue Materials:

The following materials shall be provided by Owner as free issue:

- i) Structural Steel.
- ii) All Uncut reinforcement steel/ Cut & bend reinforcement steel as per requirement and as per BOQ - Annex-V.
- iii) OPC/PSC and grade cement
- iv) Speed floor system (including joist, hanging and edge angles complete)
- v) Fly ash Bricks

The free-issue materials shall not be used by Contractor for their temporary arrangements such as scaffolding, shuttering, enabling facilities, etc. Structural Steel like ladders, temporary platforms etc required for enabling works during erection/construction shall be in the Scope of Contractor.

Contractor shall arrange facilities for handling/transportation/storage etc from our Stock/storage/ yard to the execution site.

However, Speed floor system, Fly ash Bricks, Cement and Cut & Bend Steel shall be shifted by Owner at site but unloading the same will be in scope of Contractor.

66.4 Chargeable Materials:

Rent for Lock Bar (for Speed Floor) Rs. 4000/Ton/Month.

Recovery for Lock Bar (in case of lost of lock bar) 100/kg.

67 PAYMENTS(to be read in conjunction with Clause-37)

1. Payment of all works done by the Contractor shall be made on the basis of measurement recorded on the measurement sheets in pro-data by the form prescribed by the Owner/Engineers. The Contractor shall submit along with each bill the following documents:

- a) Certificate complying statutory obligation of labour.
- b) Copies of the labour licence and insurance policies.
- c) Copies of the proof of the payment of provident fund certified monthly wage sheets.
- d) Details measurement sheets and bill forms.

- e) Unstamped acknowledgements for the material received from Owner.
- f) Material issue statements along with copies of the store issue notes and safe custody certificate indicating that the materials are in good condition, material consumption statements and material reconciliation statement based on working drawings.
- g) Royalty/Seigniorage statements along with proof payment of the royalty/seigniorage to mines department for the minor minerals consumed in the works.
- h) Bank Guarantees & Payment of Running Account Bills and Retention Money as under:-
 - i) Bank Guarantee
 - a) A performance Bank Guarantee for 10% of the Contract Price from a Employer approved bank will be submitted within 10 days of signing of this Contract Agreement on a format which will be approved by JSPL Project Manager/Engineer (Annexure XIII) and the PBG will be valid till Defect Liability Period.
 - b) 5% against adequate mobilization of Manpower and T&P as per agreed list.
 - ii) Advances :- (upto maximum 10% of the Contract Price) in the following installments.
 - a) 5% advance against the submission of an equivalent amount of ABG from a Employer approved bank on a format to be approved by JSPL and valid till completion.
 - b) Same as 67 h(i)b (page 57)
 - iii) Payment of Running Account Bills as given at Clause 37 of GCC.
 - iv) Retention Money of 10% of the bill value will be deducted from each Running/On Account Bills. Retention money shall be returned as under :-
 - a) 5% against provisional taking over.
 - b) 5% against final taking over.

Each of the above shall be paid through cheque / RTGS directly to the Contractor's designated bank account after receipt of Advance Payment Bank Guarantee (APBG) of equivalent amount, issued by a reputed bank acceptable to the Owner on a format approved by the Owner and has been received by the Owner. The APBG shall be submitted along with the proforma invoice submitted for the advance payment.

This APBG shall be as per Annexure-XII and shall be valid till complete recovery of advance amount plus two (2) months for claims, if any. APBG submitted by the Contractor shall be extended within ten (10) days of the Owner's request in case of any delays due to any reasons whatsoever under the Contract. The advance amount shall be recovered in six (6) equal monthly instalments from the Running payments due to the contractor (Refer Clause no. 37 of GCC). The respective bank guarantees will be returned when the respective advance has been fully recovered.

67.1 Running Payment If bills are found to be incorrect & incomplete, the same shall be intimated by Owner to Contractor for correction.

67.1.1 For Civil/ Structural Works: Same as in 67(h) of this Contract

67.1.2 For Electrical/Plumbing/Fire Fighting Works:

67.1.2.1 Sixty percent (60%) of the price as per respective item of BOQ may be released after supply of relevant materials/items at Site and after issuance of inspection certificate by Owner and submission of invoice by the Contractor.

67.1.2.2 Forty percent (40%) after erection/installation leveling, testing and completion of works in all respect.

67.1.3 For Painting Only

67.1.3.1 Ninety percent (90%) may be released after completion of painting as per TS, BOQ and completion in all respects.

67.1.3.2 Ten Percent (10%) after completion of punch list points to the satisfaction of Project Manager/Engineer.

67.2 Retention Amount:

Retention Amount of ten (10) percent shall be deducted from on account bills as given at clause 67 h (iv) further:-

67.4.1 When the retention amount reaches fifty (50) % of the total retention Value, the same may be released by the Owner after submission of Bank Guarantee (BG) of equivalent amount by Contractor, as per proforma enclosed as Annexure-XV which shall remain valid for till Defect Liability Period plus three (3) months to allow for claims.

67.4.2 Balance Retention amount of Five (5%) of the Contract value, shall be paid by Owner to Contractor against issuance after the following conditions are met by the Contractor.

67.4.1.1 Submission of Final Bill.

67.4.1.2 Finishing, cleaning, housekeeping etc. of the fabrication yard & erection site.

67.4.1.3 Receipt of as-built drawings (hard & soft copy in reproducible Auto Cad format)

ascertified by Owner.

67.4.1.4 Final reconciliation statement for free issue materials duly accepted by Owner.

67.4.1.5 Return of balance material including scrap to Owner at any location within plant site.

67.4.1.6 Return of any material taken from Owner on returnable basis.

67.4.1.7 Proof of final settlement of labour dues engaged at site by Contractor.

67.4.1.8 Proof of compliance with statutory requirements like payment of PF.

67.4.1.9 Return of all gate passes issued to the workmen engaged by the Contractor

during the execution of work.

67.4.1.10 Submission of No Claim / No Demand Certificate by the Contractor after the contractor has ensured that no Claim / Demands are pending.

68 PAYMENT STAGES

68.1 As per clause 37 of GCC to be read in conjunction with clause no. 67 of SCC.

68.2 MATERIAL ADVANCE (same as Mobilisation Advance)

68.3 FINAL (BILL) PAYMENT-. Following requirements will be fulfilled by the Contractor. Please also connect with Clause 38 of GCC:-

68.3.1 Submission of final bill.

68.3.2 Finishing, cleaning, housekeeping etc. of the fabrication yard & erecting site.

68.3.3 Receipt of as-built drawings (hard & soft copy in reproducible

Auto Cad format) as certified by Owner.

68.3.3 Final reconciliation statement for free issue materials duly accepted by Owner.

68.3.4 Return of balance material including scrap to Owner at any location within plant site.

68.3.5 Return of any material taken from Owner on returnable basis.

68.3.6 Proof of final settlement of labour dues engaged at site by Contractor.

68.3.7 Proof of compliance with statutory requirements like payment of PF.

68.3.8 Return of all gate passes issued to the workmen engaged by the Contractor during the execution of work.

68.3.9 Submission of No Claim / No Demand Certificate by the Contractor.

68.4 RECONCILIATION STATEMENT

a) The Contractor should make its own arrangement to obtain all material required for the work including steel and cement if not supplied by the Employer.

b) Reconciliation statement of materials (including that which has been supplied by the Employer) with respect to actual consumption including permissible wastage against theoretical consumption shall be submitted to the Project Manager. The wastage permitted for all material shall be as specified in tender. Co-efficient for cement consumption (except for reinforced cement concrete) shall be based on CPWD Specification. Co-efficient for cement consumption for RCC work shall be based on approved design mix.

The Contractor shall submit material reconciliation statement supported by complete calculation along with each bill.

69 VALUE ADDED TAX AND OTHER TAXES (To be read in conjunction with Clause 97 of this SCC)

69.1 The accepted rate is inclusive of all taxes, duties, levies, cess, WCT, TDS, octroi, VAT / Service Tax and other taxes applicable or levies payable on all transaction and insurances etc, but excluding service tax and the allied education cess..

69.2 After acceptance of tender, if any fresh taxes directly imposed on the construction work by any statutory orders or if there is an increase in existing taxes the same shall be borne by the Contractor.

69.3 Income Tax, WCT and other statutory deductions shall be made by Employer at prevailing rate from time to time from each bill of Contractor.

70 ESCALATION

70.1 No Escalation on any account shall be admissible for execution of the work. The price quoted by the Contractor shall be considered to be final, firm and binding to the Contractor during entire tenure of the contract including extended periods if any.

71 CONSTRUCTION EQUIPMENT

The Contractor shall without prejudice to its overall responsibility to execute and complete the work as per Specifications and Time Schedule, progressively deploy adequate equipment and tools and tackles and augment the same as decided by the Project Manager

depending on the urgency of the work so as to meet the construction Schedule.

72 SITE ORGANIZATION

72.1 Subject to the provisions in the tender document and without prejudice to Contractor's liabilities and responsibilities to provide adequate qualified and skilled personnel on the work, Contractor shall deploy site organization and augment the same as decided by the Project Manager depending on the exigencies of work.

72.2 The Project Manager is authorized to make variation of the above qualifications/ experience requirements, if so warranted by special conditions prevailing and applicable to any particular aspect of the Work.

72.3 The Contractor will furnish and update regularly a list of qualified technical staff, indicating their names, qualifications and experience that will be employed at the site.

73. LABOUR/SAFETY CONDITIONS

Contractor shall comply with all laws and statutory regulations (Latest with upto date revisions) dealing with the employment of labour such as:

- a) The payment of wages etc. 1936
- b) The minimum wages act 1938
- c) The workmen's compensation Act, 1923
- d) The Contract Labour (Regulation & Abolishing) act.
- e) Employer's Liability Act, 1947
- f) Industrial Dispute Act, 1947.
- g) Maternity benefit Act, 1961
- h) Mines Act, Employer
- i) Employees State Insurance Act, 1948
- j) Employees Provident Fund

Contractor shall comply with safety codes, Labour Welfare Acts or Rules or any modification thereof, any other laws and Regulations framed by the Competent Legislative Authorities from time to time.

74 LABOUR LAWS

74.1 The Contractor shall obtain necessary license from the licensing authority under the Contract Labour (Regulation & Abolition) Act, 1970 and Central Rules made there under and produce the same to the Project Manager/Employer before the start of the job. He shall also comply with all obligations under the said Act/Rules as well as other applicable labour laws.

74.2 The provision of EPF & MP Act, 1952 and the Rules/Schemes there under shall be applicable to the eligible Contractor and its eligible employees to be engaged for this job. The Contractor shall furnish the code number allotted by EPFO (Employees Provident Fund Organization) Authority to the Project Manager / Employer.

75 LABOUR STRENGTH & WORKING HOURS

75.1 The Contractor shall deploy adequate strength of Labour. However, the labour strength requirement is subject to variation from time to time, which the Contractor should remain prepared to meet at short notices,

75.2 Incase the Contractor desire to execute and continue the work beyond normal working hours or on holidays or on shifts, he will inform and take permission from the Project Manager. For working

after Sun Set, the Contractor shall make adequate lighting arrangement for night work. For this, no extra claim would be entertained.

76 FACILITIES TO BE MAINTAINED AT SITE:

76.1 The Contractor shall provide at all times for the duration of the contract all chainmen, staff men, workmen and survey instruments as directed by Project Manager.

Such instruments, which must be approved by the Project Manager, shall include but not limited to the following;

- i. Theodolite with optical plumbing arrangement
- ii. Dumpy / Tilting level instrument
- iii. Prismatic compass
- iv. Steel tape (5m, 30m & 50m)
- v. Leveling staffs of not less than 3.5m height
- vi. Plumb bobs (0.5 Kg.)

In addition to above other surveying and engineering services testing instruments found necessary shall be provided. Periodic calibration / checking of the instruments for correction shall be made as directed by Project Manager.

76.2 SETTING OF FIELD LABORATORY

Contractor shall set up the field laboratory with testing facilities, equipments, technician and other skilled man power for conducting tests as provided in the contract.

77 CONTRACTOR TO PROCURE COPIES OF CODES:

77.1 The Contractor shall procure all the Codes as Stipulated in the Specification at its own cost for ready reference. A copy of the Codes will be available at the Site Office at all times.

78 SAFETY AND HEALTH PROVISIONS

Contractors must note that the Contractor's employees and any sub Contractors appointed by the main Contractor shall;

78.1 Whilst on site, comply with all health and safety legislation and also follow health and safety regulations which may come in force from time to time. Whilst at site ensure that adequate safety, warning signs, safety charts, fire extinguishers, first aid kits are provided at all such working locations such as (but not limited to) welding works, excavations, work at heights, cantilevers, etc.

78.2 Ensure that all plant, equipment and tools brought on to the site will be in safe condition and have recently been checked, that all personnel using the equipment and tools have been trained in their safe operation. Ensure that training has been given to all the staff working on site in the safe operations of the work to be carried out at the site.

78.3 The Employer shall have the power in requiring the Contractor to adopt from time to time such measures as they may consider necessary to ensure the above requirements. The Employer shall not be responsible for any consequence resulting from violation of safety requirements.

78.4 The Contractor will provide all necessary means to create a safe and secure construction site both for the protection of persons

and property. All workers and visitors will be required to wear shoes and hard-hats at all times while on the construction site. The Contractor is to provide additional hard-hats on the site for visitors. Eye wear protection (goggles) must be worn around machinery. No loose clothing shall be permitted near machinery. The Contractor is to co-ordinate safety efforts with the Project Manager and immediately remedy any violation of safety measures. The Contractor shall prepare a safety program and have it approved by the Project Manager.

The Contractor shall provide security guards to protect materials, equipment and restrict access to the site of un-authorized personnel 24 hours a day.

78.5 Hazardous materials will not be allowed on the Construction Site without the approval of the Project Manager. All materials allowed by the Project Manager must be stored and protected in accordance with the direction of the Project Manager. This includes airborne or liquid materials such as solvents, acids, flammable liquids, LPG, propane, etc. for use on the construction site or for installation in the mechanical / electrical equipment. No asbestos containing materials are allowed on the site at any time, nor to be installed as part of building construction, including, but not limited to, pipe insulation, building insulation.

78.6 The Contractor shall provide proper crèche, sanitation facility and drinking water facility at site

78.7 To generate periodic reports for adhering to safety, cleanliness and hygiene in prescribed formats is a contractual obligation.

79 INSPECTION BY STATUTORY AUTHORITIES

79.1 The Contractor shall also give every facility to the authorized representatives of statutory agencies/authorities to inspect the works whenever required and shall observe and abide by any instructions given by the Employer and the Project Manager in regard to the use of plant, equipment and temporary works whether in respect of fire hazards or general safety and to any restrictions on smoking or the use of naked lights by persons employed by the Contractor.

79.2 The Contractor shall be responsible for taking all necessary clearance/approval related to this work and shall pay all fees/charges etc.

79.3 Additional clauses to be ensured in case of Employment of Labour Annexure-XXIII.

80 INFRASTRUCTURE

80.1 The Contractor shall after carefully examining the site condition and layout drawing, prepare the location of its site office, staff and labour, toilets, storage of bulk materials, mechanical equipment/ vehicles, preparation of concrete and mortar, batching plant, fabrication yard, bar cutting & bending & storage of earth etc. The Contractor shall prepare a site logistics plan showing location of the above facilities in consultation with and approval of the Project Manager before erecting these facilities.

80.2 No Labour Camp will be allowed within the premises of the Construction site.

80.3 The Contractor shall be responsible for the clearance of the site of all scrub, debris, rubbish, grass, shrubs, bushes, uprooting stumps etc., such scrub debris, rubbish, etc. to be removed off site. However, no trees shall be removed without the prior permission of the Project Manager.

80.4 The Contractor shall provide and maintain at its own cost throughout the contract till handing over to owners, all areas fully ventilated, illuminated and guarded. Any instruction in this regard given by the Project Manager/Project Manager's representative for the protection of the works or for safety and convenience of those employed on the works or the public shall be carried at the Contractor's cost.

81 INDEMNITY

The Contractor shall indemnify and keep on indemnifying the Owner and Project Manager against all losses and claims for injuries or damage to any person or property which may arise out of or in consequences of the construction and maintenance of the works and against all claims, demands, proceedings, damages, costs, charges and expenses in respect of or in relation thereto.

82 SECURITY & IDENTITY CARD

Every supervisory member of the Contractor's organisation shall be supplied identity card (on payment) which the individual shall always carry with him while working at the site.

83 CO-ORDINATION

83.1 The Contractor shall fully co-operate with Project Manager /Owner, other Contractors and departmental labour if any. He shall study time schedule of other service Contractors and so plan its Work in consultation with the Project Manager that all related activities are dovetailed and co-coordinated.

83.2 The Contractor shall obtain clearances from other Contractors / Sub-Contractors for their requirements, if any for recesses, chases, holes and the like, in the format approved by the Project Manager, so that these may be formed correctly as the work proceeds. In the event of the Contractor failing to obtain and / or use this information, no extra charges will be allowed for cutting chases, recesses, holes and the like and making good.

83.3 The Contractor will correspond with other agencies if necessary jointly through the Project Manager. Failure on the part of the Contractor to check plans of the other service Contractors affecting its work will render the Contractor responsible for bearing the cost of consequent changes.

84 STORES AND MATERIALS

84.1 All the materials required for the satisfactory completion of the Work shall be arranged by the Contractor and stored safely until consumed in the Work. No claim, whatsoever, shall be entertained by the Employer on account of delay in either procuring these materials or non-availability of these materials in the market.

84.2 The Contractor shall maintain a record in the format specified by the Project Manager of all materials brought to the site. The Project Manager may carry out inspection at any time to check the records and whether they have been properly stored.

85 REVIEW MEETINGS

85.1 For planning, co-ordinating and monitoring weekly review /coordination meeting will be conducted at Site. A Project / Construction Manager of the Contractor shall attend all review meetings at the Work Site, conducted by the Project Manager. In addition, co-ordination meetings called monthly or fortnightly as the need be, by the Owner / Project Manager, and the Contractor's partner/chief executive will attend these meetings regularly.

86. INSURANCE

Contractors shall at its own cost and initiatives at all times up to the successful conclusion of the defect liability period take out and maintain Insurance policies in respect of all liabilities under, Contractors All Risk Policy, Workman's compensation, and Third Party Insurance and any other insurance from companies approved by the Owner, and such policies shall be of not lesser limit than the value of the Work order/ LOA/CONTRACT AGREEMENT.

Should the Contractor fail to take out/or keep afoot Insurance as provided for in the foregoing sub-clause, the Owner shall be entitled (but without obligation to do so) to take out and/or keep afoot such Insurance at the cost and expense of the Contractor and without prejudice to any other rights or remedies of the Owner in this behalf to deduct the sum(s) incurred here for from the dues of the Contractor.

87. VARIATIONS

The variation limit shall be $\pm 20\%$ of the total value of Contract for Works within the Site and of similar nature and specification at the same accepted rate. There is no limit of variation for individual item.

87.1 Variations: The Owner shall have the right to make any variations in quality or quantity of the Work or any part thereof that may in Owner's judgement are necessary/required for the completeness of Work and for any other reasons that are desirable/required, Owner shall have the right to order the Contractor to do any of the following:

87.1.1 Increase or decrease in quantity.

87.1.2 Omit any such work/works

87.1.3 Change in character or quality or kind of any such work/works.

87.1.4 Change the levels, lines. Position and dimensions of any part of the work/works.

87.1.5 Execute additional work of any kind necessary for completion of the work/works and no such variation shall in any way vitiate or invalidate the Contract.

No such variation shall be made by the Contractor without an order in writing of the Owner.

87.2 Valuations of Variations: Owner shall determine the amount (if any) to be added or deducted to/from contract price in respect of any additional work done or work omitted. All such work shall be valued at the rates set out in the Contract if in the opinion of the Owner the same shall be applicable. If in the opinion of the Owner the Contract doesn't contain any rates applicable to such additional, altered, omitted or substituted items, then the rates shall be fixed by the Owner for such items by deriving the rates from the analogous item, if any, in the Contract. In the absence of analogous items, the rates shall be fixed by the Owner on the basis of basic rates and norms available in the standard schedules/analysis of rates adopting approved rates in the documents and the Contractor shall submit the analysis on these lines. Where the particular item of work has not

been included in BOQ and Schedule of Rates or an analogous rate can't be computed or a reasonable rate also cannot be determined by the Owner, then Owner may derive the rates based on prevailing/actual market rates. The cost element on account of provisions of profit including Overhead shall not exceed twenty (20%) of the direct cost"

88. FIRE FIGHTING ARRANGEMENT

i. The Contractor shall provide suitable arrangements for fire fighting at its own cost. For this purpose, he shall provide requisite number of fire extinguishers and adequate number of bucket, some of which are to be always kept filled with sand and some with water. These equipments shall be provided at suitable prominent and easily accessible places and shall be properly maintained.

ii. The Contractor may be subject to periodic fire prevention inspection and any deficiency or unsafe condition shall be corrected by the Contractor at its own cost and to approval of the Project Manager and the relevant authorities.

89.EVENTS OF DEFAULT AND TERMINATION

89.1 Events of Default

Event of Default means either the Owner's Event of Default or the Contractor's Event of Default or both as the context may admit or require.

89.2 Contractor's Event of Default

Any of the following events shall constitute an event of default by the Contractor ("Contractor's Event of Default");

89.2.1 The Contractor has failed to mobilise in adequate measure pursuant to issue of LOA/Agreement/WO.

89.2.2 The Contractor has failed to adhere to the Design Requirements and in the reasonable estimation of the Project Manager, such failure is likely to delay the Completion beyond seventy days (10 Weeks) of the original -Completion Date.

89.2.3 The Contractor has failed to meet any Project Completion Schedule and failed to remedy the same within 70 days from the date set forth therein.

89.2.4 The Contractor fails to replenish the Performance Guarantees provided for in Article 77.4 of this Agreement/LOA/WO.

89.2.5 Any representation made or warranties given by the Contractor under this Agreement/LOA/WO is found to be false or misleading.

89.2.6 The Contractor has created an Encumbrance on the Project Site and/or the Project Facilities in favour of any Person save as otherwise expressly permitted under this Agreement/LOA/WO.

89.2.7 A resolution has been passed by the shareholders of the Contractor for the voluntary winding up of the Contractor.

89.2.8 A liquidator or provisional liquidator has been appointed or the Contractor has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Contractor, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Contractor are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Contractor under this Agreement/LOA/WO, the Project Documents (to which the Contractor is a party) and any Subcontracts, and provided further that:

89.2.8.1 the amalgamated or reconstructed entity has the technical capability and operating experience necessary for the performance of its obligations under this Agreement/LOA/WO and the Project Documents (to which the Contractor is a party) and any Subcontracts;

89.2.8.2 the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement/LOA/WO and the Project Documents (to which the Contractor is a party) and any Subcontracts and has a credit worthiness at least as good as that of the Contractor as at the date hereof; and

89.2.8.3 Each of the Project Documents (to which the Contractor is a party) and any Subcontracts remain in full force and effect.

89.2.9 The Contractor becomes bankrupt or insolvent.

89.2.10 The Contractor has abandoned the Project Facilities.

89.2.11 The Contractor has repudiated this Agreement/LOA/WO or has otherwise expressed an intention not to be bound by this Agreement/LOA/WO.

89.2.12 The Contractor has suffered an attachment levied on any of the assets located or comprised in the Project Site and/or the Project Facilities, causing a Material Adverse Affect on the Project and such attachment has continued for a period exceeding ninety (90) days.

89.2.13 The Contractor has delayed any payment that has fallen due under this Agreement/LOA/WO for seventy (70) days or more except for disputed payment.

89.2.14 The Contractor has otherwise been in breach of any of its other obligations under this Agreement/LOA/WO.

89.2.15 The Contractor has defaulted in reimbursing the Advance Payment if provided for.

89.3 Owner's Event of Default

Any of the following events shall constitute an event of default by the Owner("Owner's Event of Default"), unless caused by a Contractor's Event of Default or a Force Majeure Event:

89.3.1 The Owner is in material breach of any of its obligations under this Agreement/LOA/WO except those for which specific remedy has been provided elsewhere, and has failed to cure such breach within sixty (60) days of receipt of notice thereof issued by the Contractor.

89.3.2 The Owner has repudiated this Agreement/LOA/WO or otherwise expressed its intention not to be bound by this Agreement/LOA/WO.

89.3.3 A liquidator or provisional liquidator has been appointed or the Owner has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Owner, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Owner are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Owner under this Agreement/LOA/WO.

89.3.4 The Owner has abandoned the Project Facilities.

89.4 Termination for Contractor's Event of Default

Without prejudice to any other right or remedy which the Contractor may have in respect thereof under this Agreement/LOA/WO, upon the occurrence of a Contractor's Event of Default, the Owner shall be entitled to terminate the Contractor's employment under this Agreement/LOA/WO by issuing a Termination Notice.

89.4.2 If the Owner decides to terminate the Contractor's Employment under this Agreement/LOA/WO pursuant to preceding Article it shall in the first instance issue a Default Notice to the Contractor. Within reasonable time of receipt of the such Notice, the Contractor shall submit to the Owner and the Project Manager in sufficient detail, the manner in which it proposes to cure the underlying Event of Default (the "Contractor's Proposal to Rectify"). In case of non-submission of the Contractor's Proposal to Rectify within the said reasonable period, the Owner shall be entitled to terminate this Agreement/LOA/WO by issuing a Termination Notice, and to make a call upon the Performance Guarantee if subsisting.

89.4.3 If the Contractor's Proposal to Rectify is submitted within the period stipulated there for, the Contractor shall have a further period of thirty (30) days to remedy/cure the underlying Event of Default. If, however the Contractor fails to remedy /cure the underlying Event of Default within such further period allowed, the Owner shall be entitled to terminate the Contractor's Employment under this Agreement/LOA/WO, and to make a call upon the Performance Guarantee if subsisting.

89.4.4 Should the Contractor fail to comply with the default notice,

in such a case, without prejudice to any other right which the Owner may have under the Contract, the Owner shall be entitled to terminate the Contract/LOA at the risk and cost of the Contractor and shall be at liberty to employ other workmen/Contractors on such terms and in such manner as Owner deems appropriate and forthwith execute such incomplete/unfinished part of the Works and if the Owner shall think fit, without prejudice to any other right he may have under the Contract, to take the Works wholly or in part out of the Contractor's hands and re-contract with any person or persons to complete the Works or any part hereof. In that event the Contractor shall be liable to pay to the Owner any additional amount incurred or to be incurred by the Owner for performing the Works or part thereof from alternative sources. Such recovery shall not absolve the Contractor from its obligations under the Contract. The Owner shall also be entitled to withhold any amount, which may otherwise be due to the Contractor and shall be entitled to appropriate the same to make the payment for executing the incomplete/unfinished Works or of completing the Works as the case may be. If the cost of completing the Works or executing a part thereof as aforesaid shall exceed the amount due to the Contractor, the Contractor shall be liable to pay such excess amount to the Owner. Such payment of excess amount shall be independent of the liquidated damages for delay, which the Contractor shall have to pay if the completion of works is delayed.

The termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Performance Guarantee nor the time thereof. The Performance Guarantee shall be valid for the full value and valid till last date of the Defect Liability Period (i.e. twelve months after issue of Completion Certificate).

If in any case in which any of the powers conferred upon the Owner herein shall have become exercisable and the same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and, in addition, such powers shall notwithstanding be exercisable in the event of any further case of default by the Contractor for which by any clause or clauses hereof the Contractor is declared liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the Contractor for past and future compensation shall remain unaffected.

89.5 Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement/LOA/WO, if the Party who has been served with the Default Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same provided that the Party in breach shall compensate the other Party for any direct costs and/or consequences occasioned by the Event of Default, which caused the issue of the Termination Notice.

89.6 Termination Payments

The Contractor shall be entitled to receive payments as under:

- a. In case of Termination due to default of Contractor, all payments to be made to the Contractor shall be suspended till the Owner gets the works executed through the Sub Contractors or such other agencies and completes the Project Works and secures the Completion Certificate. The balance payment due to the Contractor shall be determined by the Project Manager upon the expiry of the Defects Liability Period and paid/deducted to/from the Contractor
- b. In case of termination due to default of Owner, the value of Works executed shall be mutually determined and the Contractor shall be paid the balance amount within 30 days of such determination of the amount; and
- c. In case of termination due to termination of the Agreement/LOA/WO and/or the value of Works executed as determined by the Owner the Contractor shall be paid the balance amount within 30 days of such determination of the amount and any such amount payable to the

Contractor shall be subject to the Contractor receiving the Termination Payment as contemplated under the Agreement/LOA/WO

89.7 Rights of the Owner on Termination

Upon Termination of this Agreement/LOA/WO for any reason whatsoever, the Owner shall have the power and authority to:

Enter upon and take possession and control of Project Site and the Project Facilities forthwith;

Prohibit the Contractor and any Person claiming through or under the Contractor from entering upon the Project Site and/or dealing with the Project Facilities; Notwithstanding anything contained in this Agreement/LOA/WO, the Owner shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularisation of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Contractor in connection with the Project, and the hand back of the Project Site and the Project Facilities by the Contractor to the Contractor shall be free from any such obligation.

89.8 Rights of Parties

The rights and obligations of either Party under this Agreement/LOA/WO, including without limitation to those relating to Termination Payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

89.9 The Owner can at any point of time terminate the Contract for convenience/extend the Delivery Schedule without assigning any reasons thereof during the currency of the Contract by serving a written notice of fourteen (14) Days' notice in writing. In such case, the Contractor shall be entitled for payment to the extent of work already completed and not paid for as of the date of such termination including work under production placed to its sub-contractor and vendor. In such case, the Contractor shall stop the performance of the Contract and submit to the Purchaser, complete status of the Contract and the estimate of cost as incurred by the Contractor with all supporting documents evidencing so as to verify and quantify the same as of the date of termination. The Owner and the Contractor shall then meet within ten (10) Days period from the date of termination notice to settle amicably the cost payable by the Owner and the deliverables that are to be obtained from the Contractor or Contractor's sub-sellers.

90 Completion of Contract:

Unless otherwise terminated, this Contract shall be deemed to have been completed on the expiration of the Defect Liability Period as provided under the heading 'Defect Liability'.

91 REPEAT ORDER/CONTRACT

The Owner reserves the right to place repeat order/Contract of Works or a part of order/Contract of Works of same specifications within one year from the date of signing of Contract/date of release of Order for the Owner's project or for any other project of associate/ subsidiary/ group company of the Owner at the same price and terms & conditions agreed in this Contract provided the scope, technical specifications and Site conditions are identical to this Contract. In case of any change on account of scope, technical specifications, Site conditions, the variation in Contract Price on this account shall be mutually discussed and agreed between the Owner and the Contractor.

92 SCOPE OF WORK AND SERVICES (SCOPE MATRIX INCLUDING MATERIALS TO BE PROVIDED BY THE OWNER IS AT ANNEXURE -II)

The Contractor has declared that, the Contractor has obtained clarifications on Technical and Commercial aspects, inspected the site and surroundings of Work and has examined and considered all other matters, conditions and things, probable contingencies and generally all the matters incidental thereto and ancillary thereof. The Contractor accepts complete responsibility for having foreseen all difficulties and costs of successfully completing the Works. The Contractor acknowledges that prior to the execution of this Agreement, the Contractor has, after a complete and careful examination, made an independent evaluation of Scope of the Project, Specifications and Standards of design, construction and maintenance, Site, local conditions, physical qualities of ground, subsoil and geology suitability and availability of access routes to the Site and all information provided by the owner or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. Save as provided in Clauses above, the owner makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Contractor confirms that it shall have no claim whatsoever against the Owner in this regard.

The Contract comprises the construction, completion and rectification during the Defect Liability Period of the Work and provision of all required facilities including but not limited to water, power, transport and facilities for installation, shifting and handling of labour materials, consumables, construction of plant, machineries, tools and tackles, temporary Works and everything whether temporary or permanent nature required in and for such construction including rectification during the Defect Liability Period. The detailed scope of Work and services to be performed by the Contractor is attached as Annexure-II.

The Contractor shall be responsible for the preparation of the erection schemes etc., required for performance of the Contract & as required, as per the scope of Work under this GCC and Annexures enclosed with GCC.

The Contractor shall be responsible for the survey, if necessary, and true and proper setting out of the Works and for the correctness of the positions, levels, dimensions and alignments of all parts of the Works and shall provide all necessary survey grid-pillars, bench-marks, instruments, appliances and labour in connection therewith. If at any time during the progress of the Works any error shall appear or arise in the positions, level, dimensions or alignments of any part of the Works, the Contractor, on being required to do so by the Owner, shall at its own expense rectify such errors to the satisfaction of the Owner. The Contractor shall carefully protect and preserve all survey grid-pillars, bench-marks, site rails, pegs and other things used in setting out the Works.

Field laboratory shall be established by the Contractor at their own cost and all the equipments shall be mobilized as per the requirement mentioned in the Technical Specification.

Bar bending schedules against RCC drawings issued are to be prepared by the Contractor and to be submitted for approval before starting the same.

Contractor shall ensure the mix design of concrete. Owner on its own discretion may engage any third party/agency/institute for checking/vetting the same.

The Contractor shall be responsible for all Works such as civil, structural, electrical & instrumentation, Plumbing & Fire Fighting, etc., as required for the completion of the Plant and its sub-systems and other facilities, as specified in the Contract Documents.

Unless otherwise specified, the Contractor shall provide the following work and services when the Owner calls to complete the Work:

- i) Required manpower/personnel for expeditious and efficient execution of Works.
- ii) Receiving of material from stores/stock yard including, loading, unloading, transportation and store in the storage space of the Contractor.
- iii) Taking delivery of all materials and equipment and safe transportation to the Site of execution.
- iv) All consumable materials, tools and tackles.
- v) All temporary fastening materials (MS), nuts, bolts, screws, clamps, washers and gaskets asbestos etc required for structural erection works only. However permanent bolts, for structural erection works only, shall be supplied by Owner as free issue. Rest other permanent bolts, nuts, screws, clamps etc shall be in the scope of the Contractor. Owner or its representative will approve all consumables and materials to be supplied by the Contractor.
- vi) All equipment, batching plant, cranes, tools, ladders, platforms, scaffolding, temporary supports and facilities etc. or any other equipment/ resources required for performing the Works.
- vii) Execution of work complying with the specification, design requirements and applicable codes and to the satisfaction of the Owner.
- viii) Required personnel as may be required to render assistance to the Owner for carrying out tests.
- ix) Cleanliness/House keeping/Hygenic Conditions shall be observed during the execution of Work. After completion of Works all the temporary works or arrangements shall be removed and handed over in a condition that has been handed over to the Contractor at the beginning of the work.
- x) Accommodation of Contractor's personnel and housing of all labour. Refer heading "Facilities to be provided by the Owner".
- xi) Site office as required.
- xii) Watch and ward to ensure security and safety of material under its custody.
- xiii) Cleaning up of Site after Completion of Work. In case the same is not done as per approved plan, Owner may do it at the risk and cost of the Contractor.
- xiv) Furnish Site test certificates, material test certificates for materials supplied by the Contractor.
- xv) DPR/ Work Schedule reports etc.
- xvi) Any other items, things, services not mentioned above but are required for completion of Works are in the scope of Contractor.

xvii) All the safe methods as per National Safety code and Factories Act shall be adopted till completion of Works, with the objective of Zero harm and no long time injury.

93. MATERIALS HANDLING AND STORAGE

93.1 The Owner shall arrange to issue free materials for the Works as listed in this General Conditions of Contract, free of cost, subject to provisions in the subsequent clauses as here under. Non-supply/delays, if any, in respect of the supply of the committed materials by the Owner shall not form the basis of any right or claim whatsoever by the Contractor except for the cost of such material on actual basis if procured by the Contractor with the permission of the Owner. All other materials including temporary and enabling works which are required for completion of Works shall be arranged by Contractor at its own cost.

93.2 The Contractor shall render full account of the materials issued by the Owner, after completion of Works or part thereof or on termination of Contract, failing which recovery (Ref: Clause No- 66) shall be made from the Bills of the Contractor or any other dues related to this Contract or from any other Contracts entered into with the Owner or elsewhere.

93.3 The Contractor shall at its own cost, take delivery of materials from the place of issue and the Contractor's rates shall be deemed to include all charges for taking delivery, loading, transporting, unloading, handling, stacking and storage including subsequent handling as required of all materials issued to Contractor by the Owner from the place of issue. The Contractor shall arrange at its cost required lifting devices along with tools & tackles.

93.4 All such materials issued by the Owner shall remain absolute property of the Owner and at all times shall be opened for inspection by the Owner. The Contractor shall be solely responsible for watching and guarding of the materials. The Owner shall be free to make any surprise check of the Contractor's stores to verify the stock of Owner's materials after they have been issued to the Contractor. Contractor's shall be responsible of such materials for damage/theft or any loss after they have issued by the Owner.

93.5 The Contractor shall keep the Owner informed regarding its requirement of materials to be supplied by the Owner. Contractor shall submit every month to the Owner in writing three (3) months requirement of item wise/ section wise materials in Owner's prescribed format including quantity and the details/calculations based on the drawings.

93.6 The Contractor shall keep proper account of materials supplied by the Owner and shall submit material reconciliation statements to the Owner showing the materials received and consumed and the balance stock (Section Wise/materials issued) lying in Contractor's custody in Site/sites.

93.7 When the Contract is terminated, the Contractor shall arrange at its own cost to return all the balance materials issued by the Owner with proper statements at Owner's stores/yard or any other place as directed by the Owner.

93.8 Generally all the Works shall be done at the allotted area by the Owner within the Owner's premises only. However in special circumstances, items requiring specialized job for which facilities are not available or sufficiently within the plant premises, Owner may allow and give in writing for such works outside the Owner's premises at the cost and risk of the Contractor. The Contractor shall specify the duration for which such materials will be outside the plant premises. The Contractor shall not divert or convert any such materials/items for their own use or for any other use unconnected with Work entrusted.

93.9 The Contractor shall bear all the expenditure at all stages on account of loading, unloading, transportation and other miscellaneous

expenses, losses and damages for all materials upto- its yard/place of erection/place of Works including all other expenses till all Works has been completed and handed over to the Owner. The rates shall be inclusive all such incidental expenses and no extra shall be payable on any account in this regard.

93.10 The Contractor shall at its own cost arrange to load and transport the fabricated and inspected materials; including unloading and stacking the same at the assigned storage yard/place of erection. The Contractor shall also provide latching and other safety measures to ensure that the loaded materials do not get dislodged or do not get damaged while in transit.

93.11 The Contractor shall prepare proper notes/challans for each consignment dispatched from the fabrication yard giving the mark numbers and number of items/pieces loaded along with approximate weight and submit the same to the Owner for necessary information.

93.12 Fabricated materials shall be brought to Site by the Contractor as per sequence of erection and as per programme agreed by the Owner.

93.13 All other materials other than free issue materials as specified in this GCC shall be arranged by Contractor at its own cost. All such materials shall be subject to inspection and approval by the Owner from time to time and the Contractor shall arrange and provide facilities for inspection at free of cost. The Owner shall have the liberty to reject such materials if it doesn't confirm the specifications and no claims for compensation on this account shall be entertained.

93.14 Chargeable materials shall be bought from the Owner.

94.0 NOT USED

95.0 NOT USED

96.0 CONTRACT PRICE

96.1 The total Contract Price for the Contract Document No-XXXXXX, Tender/Enquiry No-XXXXX is Rs. XXXXXXXXXX (Rupees XXXXXXXX) in line with the BOQ as mentioned in Annexure-V

96.2 The price quoted by the Contractor in its bid with additions and deletions as may be agreed to and incorporated in the Contract for the entire scope of the Contract shall be treated as the Contract Price.

96.3 Prices for the Work stipulated in the Contract shall remain firm and binding till the "Date of Completion".

96.4 The rates/prices are intended to provide all Works duly and properly completed in accordance with the General Conditions of Contract, Specifications, technical specifications and drawings together with alterations and/or additions as may be approved/ordered and without prejudice to the generally thereof, shall include such details which are obviously and fairly intended and which may have not been specifically referred to in these documents and working drawings, but are essential for execution and satisfactory completion of work/performance of equipment shall be deemed to include and covered in the price. No interest shall be payable by the Owner on the amounts due to the Contractor.

97.0 TAXES AND DUTIES

97.1 The Contract Price shall be inclusive of all prevailing Taxes and duties such as excise duty, custom duties, Work Contract Tax, royalties, sales tax, entry tax, octroi, cess or any other levies associated with the execution of their Contract as applicable, excluding service tax, and corresponding educational cess.

97.2 The applicable service tax and corresponding education

cess shall be released to the Contractor on submission of relevant documents like copy of Registration Certificate from their Jurisdictional Superintendent of Service Tax that they are registered under Service Tax rules.

97.3 The Contractor will provide necessary documents to the Owner for enabling the Owner to claim CENVAT.

97.4 If there is a delay in completion of Works on account of the Contractor as per agreed original delivery schedule and if there is any Statutory increase in duties/taxes/levies during the period of delay, in such case the differential shall be to the account of the Contractor.

97.5 As regards Indian income tax, surcharge of income tax, withholding tax or any other corporate tax, the Owner shall not bear any tax liability whatsoever. The Contractor shall be liable and responsible for payment of all such taxes, if attracted under the provisions of law. The Owner shall however deduct applicable tax at source as per law from all payments to be made to the Contractor and the Owner will issue the TDS certificates for the same to the Contractor.

97.6 All custom duties, excise duties, sales tax and other levies payable by the Contractor/Bidder in respect of transactions between the Contractor/Bidder and its vendors/sub-suppliers for procurement of any material (like shuttering material, staging material, nails, welding rods, binding wire, baton, shuttering oil, grease, bulb, electrical wire etc), tools and plants etc., shall be included in the Bidding price and no claim on account of any of the above shall be entertained by the Owner. The rates quoted in the Tender in Bill of Materials shall be inclusive of all such taxes, duties, import duties, toll, octroi, license fee, royalty etc.

97.7 The award of work under this Contract will be on Works Contract basis. The Contractor shall be responsible for payment of any such tax levied on the works contract payable under the existing laws.

97.8 Sales tax on the turnover in respect of transaction between Contractor and its sub-Contractor/vendor etc. shall be liability of Contractor and shall not be reimbursed by Owner.

97.9 In the case of raw materials, components, sub-assemblies and other equipment and materials imported by the Indian Contractor for value addition, construction materials and consumables, if any, all such import duties and levies payable shall be deemed to have been included in the Contract Price and no separate claim on this behalf will be entertained by the Owner.

97.10 The Contractor shall indicate the details of all the taxes, duties, levies etc. considered by them in their price bid for Owner's information.

98 COMMENCEMENT

98.1 Unless otherwise stated the Contractor shall commence the Work immediately from the Effective Date of Contract or intimated by the Owner in written in the form of Letter of Intent/Letter of Acceptance.

99 Completion: - Time is essence of the Contract. Should the Contractor fail to complete the work within the specified period and milestones as mentioned in the schedule, the Owner shall be entitled to recover Liquidated Damages and penalties which will also include (but not be limited to) interest on financing costs. The Contractor agrees that a liquidated damage mentioned under Clause 100 is the genuine and pre estimated loss which the Owner may incur/suffer in the

eventuality of delay being caused due to the acts and omissions of the Contractor or its representatives or its subcontractors.

100 Liquidated Damages (To be read in conjunction with Clause 99 above) Owner shall be entitled:

- i) To recover from the Contractor as Liquidated Damages stated @ 0.5 % (of Contract Value) per week of delay or part thereof upto 5% of Contract Value i.e. for ten weeks delay. In case the work is not completed in the aforesaid ten weeks the Owner can terminate the Contract and seek remedies as contained in this Contract.
- ii) To source execution of balance Works after giving due notice to the Contractor at the Contractor's risk and cost . The balance Works may be given to a third party/done by Owner through own resources.
- iii) To cancel the Contract or part thereof if so desired and execute the balance Works at the risk and cost of the Contractor.

The adjustment in regard to the amount recoverable if any, in terms as stated above shall be made in any manner as may be deemed appropriate by the Owner.

100.1 Any financial liability i.e. increase in rate of Excise Duty, Sales Tax, custom duties, cost of raw material, freight charges, insurance tariff, increase in labour cost etc., arising consequent upon failure of the Contractor to adhere to the stipulated completion schedule/milestones shall be to the account of Contractor.

100.1 If the Contractor fails to achieve the target as per "Delivery Schedule" and milestones as mentioned in the schedule as defined in Annexure-III or fails to complete the Work within the "Completion Period" and/or to full fill the obligations under this Contract, the Contractor shall be liable to pay zero point five (0.5%) of the Contract Value per Week or part thereof and shall not in any case exceed five (5%) of the Contract Value. The decision of the Owner in this regard shall be final and binding on the Contractor. The recovery of Liquidated Damages shall not relieve the Contractor from its obligations to complete the Work or from any of its obligations and liabilities under the Contract.

100.2 The Owner shall be entitled to recover/adjust aforesaid Liquidated damages either from the amount due to the Contractor and/or from the Performance bank guarantee.

100.3 However, if the Contractor is able to achieve subsequent milestones or the overall completion schedule, the amount deducted due to non-achievement of previous milestones, may be reimbursed by the Owner.

101 DEFECT LIABILITY

For all types of Works/Services

101.1 The Defect Liability Period shall be for a period of Twelve (12) calendar months commencing from the date of completion of Work in all respects and after issuance of "Completion Certificate". Any damage or defect that may arise at the time of issue of Completion Certificate and/or that may arise subsequent to the issuance of Completion Certificate and are connected in any way with the equipment or materials supplied and/or with the works undertaken by the Contractor and/or with its workmanship, shall be rectified and/or reworked and/or upgraded and/or replaced and maintained by the Contractor at its own cost. The Contractor shall be liable to replace / rework/ upgrade/rectify/maintain at its own cost and expense, any defective Work as stated hereinbefore at its during the Defect Liability Period to the satisfaction of the Owner but within reasonable time from the date of receipt of written direction by the

Owner.

101.2 In the event of any emergency where in the judgement of the Owner, delay would cause serious loss or damages, repairs or adjustment may be made by the Owner or a third party chosen by the Owner without advance notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event such action is taken by the Owner, the Contractor will be notified promptly and he shall assist to the best of its ability in making necessary repairs, corrections etc. This shall not relieve the Contractor's liability under the terms and conditions of the Contract.

101.3 The Defect Liability period for the replaced / renewed / repaired part of Work shall remain until the expiration of twelve (12) months from the date of such replacement or renewal or repair.

101.4 The Contractor whenever asked for by the Owner at the Contractor's cost within the Defect Liability Period and at the Owner's cost after the Defect Liability Period shall attend to the Works performed against this Contract.

101.5 If the Contractor fails to perform such works, as required by the Owner, within 7 days from the receipt of a written intimation from the Owner in the respect, the Owner shall be entitled to carry out such works, which the Contractor should have carried out at its own expense/cost, by its own workmen and/or by other Agencies. Further, the owner shall be entitled to the amounts spent by the Owner in carrying out such works as well as claims in respect thereof, from the Contractor, which amounts/claims may be recovered, inter alia, by way of withholding any money due or becoming due to the Contractor under the Contract and/or by instituting actions/claims under law or otherwise.

101.6 The acceptance of such works under this clause by the Owner shall in no way relieve the Contractor of its obligations under this contract.

101.7 The Defects Liability Period shall be deemed to be extended till the identified Defects under this Clause have been remedied.

101.8 The Contract Performance Guarantee shall be furnished separately for the extended period of liability of that portion of services/equipment only. Notwithstanding the above provisions, the supplier's/contractor's guarantees/warranties for the replaced equipment shall also be passed on to the Owner.

102 SHORT CLOSURE OF CONTRACT / SUSPENSION OF CONTRACT

102.1 Short Closure of Contract:

The Owner reserves the right to terminate/short-close the Contract in part or in full due to reasons other than those mentioned above. The Owner shall in such an event give fifteen (15) days' notice in writing to the Contractor of its decision to do so.

The Contractor upon receipt of such notice shall discontinue the Work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the Owner, stop all further sub-contracting or purchasing activity related to the work terminated/foreclosed/suspended, and assist the Owner in maintenance, protection, and disposition of the Works acquired under the Contract by the Owner.

If the Contract shall be terminated as aforesaid in this clause 102.3,

the Contractor shall be paid by the Owner for all completed work, executed prior to the date of termination at the rates and prices provided in the Contract. If no rates and prices are provided in the Contract, the amount shall be as certified by the Owner and will be commensurate with the proportion of work performed. Save and except the above, no compensation shall be payable to the Contractor by the Owner.

102.2 Suspension of Contract:

The Owner reserves the right to temporarily suspend and reinstate execution of the whole or any part of the Contract without invalidating the provision of the Contract. The Owner will issue orders for suspension or reinstatement of the Contract to the Contractor in writing. The time for completion of the Works will be extended for a period equal to duration of suspension. In case suspension of work exceeds 15 days, the any necessary and demonstrable cost incurred by the Contractor as a result of such suspension of the Works will be paid by the Owner, provided such costs are substantiated to the satisfaction of the Owner. The Owner shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the Contractor or its Sub-Contractor. In case of suspension of entire contract, ordered in writing by Owner, for a period of more than two months, the Owner and the Contractor shall jointly consider and decide to terminate the Contract. Provided that if the Contract is terminated under this clause then Contractor shall not be entitled to claim any compensation from the Owner save and except all completed work, executed prior to the date of termination at the rates and prices provided in the Contract.

103 ARBITRATION

103.1 Save and except where the decision of Project Manager/Owner/Employer is final and binding, all other disputes or differences arising out of, in connection with or in relation to this Contract ("Disputes") shall in the first instance be attempted to be resolved amicably by negotiations in good faith between the Parties failing thereof same shall be referred to Arbitration.

103.2 However, in case such Dispute or Disputes cannot be amicably resolved/settled the same shall be referred to arbitration.

103.3 Arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

Upon the failure of the negotiation process as set out in clause 103.1&103.2 above, either Party may seek the reference of the Dispute/Disputes to arbitration by serving upon the other a written demand that such matter be arbitrated. Written demand shall include a brief description of the Dispute/Disputes and the claims. The sole Arbitrator shall be appointed by President CM&CM (JSPL) within 30 days from the date of receipt of said written demand.

103.4 The seat and venue of Arbitration shall be Raipur India and the laws applicable to the arbitration procedures shall be in accordance with the laws of India. The Arbitration proceedings shall be in English language. The Parties and the sole arbitrator shall proceed with the arbitration expeditiously and shall use their best endeavours to conclude the Arbitration within 90 days from the date of commencement of Arbitration proceedings by the Sole Arbitrator.

103.5 The parties agree that the decision and any award rendered by the sole arbitrator in connection with a Dispute:-

- (i) Shall be final and binding on the Parties.

(ii) Shall be the sole and exclusive remedy between the Parties regarding the Dispute. The fees payable to the sole Arbitrator and all costs for making arrangements for Arbitration will be shared equally by both the parties. However, the successful party shall be entitled to claim fee and cost of arbitration from the unsuccessful party, which shall form part of the award.

103.6 It is hereby clarified that in case the Contractor is a Joint Venture, comprising two or more joint venture partners, any disputes or differences between the joint venture partners inter se shall not form part of the arbitration proceedings under this Contract and shall not affect the arbitration proceedings in any manner. Arbitration Award shall however be enforceable jointly and severally against the Joint Venture, and each of the joint venture partners.

104. Construction of Contract and Legal Jurisdiction :

Contractor shall be governed by the applicable laws in India. All matter relating to this contract are subject to the exclusive jurisdiction of the Courts situated in the state of Chhattisgarh court only.