



GENERAL CONDITIONS OF CONTRACT

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ARTICLE-1 DEFINITIONS

The following expressions shall have the meanings specified against the respective item, wherever used in this document, unless repugnant to the context and meaning thereof.

- 1.1 CONTRACT means this Agreement including the Articles, Schedules, Annexes and Appendices as listed in the List of Titles forming part hereof and any written amendments thereto executed by authorized signatories on behalf of the parties hereto.
- 1.2 'DATE OF CONTRACT' means the Date on which CONTRACT is signed by either party after signature by the other.
- 1.3 'WORK' means all duties, responsibilities and obligations to be discharged by CONTRACTOR pursuant to CONTRACT.
- 1.4 'EQUIPMENT' means any item of plant and machinery, equipment accessory or thing to be supplied by OWNER and erected / installed by CONTRACTOR or to be supplied and erected / installed by CONTRACTOR.
- 1.5 'PROJECT' means the facility being set up by OWNER as per details and location in SCHEDULE-D.
- 1.6 'SITE' means the land in possession of OWNER where PROJECT is being set up and WORK is to be performed by CONTRACTOR.
- 1.7 'INITIAL CONTRACT PRICE' means the value of WORK contracted initially as per SCHEDULE-F and excluding value of EQUIPMENT, services and any material provided by OWNER/CONSULTANT free of cost to CONTRACTOR.
- 1.8 'CONTRACT PRICE' means the aggregate sum payable by OWNER / CONSULTANT to CONTRACTOR for work performed as per CONTRACT but excluding value of EQUIPMENT, services and any material provided by OWNER/CONSULTANT free of cost to CONTRACTOR.
- 1.9 'OWNER/CONSULTANT'S REPRESENTATIVE' shall have same meaning as defined in Article-6.1 hereof.
- 1.10 'ENGINEER-IN-CHARGE' shall have same meaning as defined in Article-6.2 hereof.
- 1.11 'CONTRACTOR'S REPRESENTATIVE' shall have the same meaning as defined in Article-7 hereof.

1.12 'ZERO DATE' means the date on which CONTRACTOR'S responsibilities for time- schedule commence as defined in Article-4.1.

ARTICLE-2 PERFORMANCE BOND

- 2.1 Within fifteen (15) days of the ZERO DATE, CONTRACTOR shall provide OWNER with a Bank Guarantee as per proforma given in SCHEDULE-L hereof, from a Nationalized Bank in India for a sum calculated at ten (10) percent of the initial Contract Price, towards security for due and faithful performance of CONTRACTOR. The Bank Guarantee shall be kept valid until all obligations of CONTRACTOR including the warranties vide Article-30 are fulfilled and a discharge certificate is issued by OWNER/CONSULTANT (also refer Schedule-B).
- 2.2 However, in case the amount of Performance Bond is less than Rs.10, 000- CONTRACTOR shall deposit with OWNER either in cash or as Demand Draft drawn in favour of OWNER and payable at State Bank of India, Udyogamandal, Kerala State, for a sum calculated at ten (10) percent of the initial Contract Price in lieu of the Bank Guarantee referred to in Article-2.1 within 15 days of ZERO DATE. No interest is payable by OWNER/CONSULTANT to CONTRACTOR for such deposits.

ARTICLE-3 SCOPE OF SERVICES

- 3.1. CONTRACTOR shall carry out WORK as described in detail in the SCHEDULE-A, Schedule of Work, all in conformity with the drawings, specifications, codes, standards and instructions provided by OWNER/CONSULTANT from time to time or specified herein as applicable.
- 3.2. CONTRACTOR'S responsibility includes preparation of any detailed working drawings, cutting diagrams, fabrication drawings and / or such other technical documentation as may be necessary to elaborate the information provided by OWNER/CONSULTANT in the manner described in Article-5.4 hereof.
- 3.3. CONTRACTOR shall also purchase and provide for use in carrying out WORK, pre-fabricated or otherwise, such items of materials and supplies as are required for carrying out WORK in addition to EQUIPMENT and materials directly provided by OWNER/CONSULTANT.
- 3.4. The quantities indicated in SCHEDULE-A and / or Schedule-F are only approximate and CONTRACTOR shall carry out all items of WORK in required quantities as per drawings and specifications provided by OWNER/CONSULTANT, subject to provisions of Article-15 hereof.
- 3.5. Work shall be executed with all due diligence, in the manner specified

herein, to the satisfaction of OWNER/CONSULTANT'S REPRESENTATIVE within the time schedule agreed to herein for the respective item. CONTRACTOR shall post at SITE appropriate number of qualified and competent supervisory staff for day-to day supervision of work.

36. Workmen engaged by CONTRACTOR shall be qualified, experienced and competent for the respective item of works and will be subject to craft-test prescribed by ENGINEER-IN-CHARGE. Where necessary, supervisors and workmen engaged by CONTRACTOR shall hold licenses / permits for carrying out the respective work.
37. CONTRACTOR further undertakes to co-operate with OWNER / CONSULTANT as well as other Contractors appointed by OWNER / CONSULTANT and operating at SITE and agrees to freely exchange technical information as may be reasonably asked for by OWNER / CONSULTANT.

ARTICLE-4 TIME-SCHEDULE

41. CONTRACTOR shall carry out work in a phased manner and hand over the respective items to OWNER/CONSULTANT after carrying out such tests as are prescribed herein within the programme given in SCHEDULE-B, PROGRAMME OF WORK. The responsibilities of CONTRACTOR in respect of programme vide SCHEDULE-B will be effective from the date on which Letter of Intent has been issued by OWNER/CONSULTANT and indicated as 'ZERO DATE' in the said SCHEDULE-B, provided that OWNER / CONSULTANT gives CONTRACTOR, any mobilisation advance if agreed to herein within 15 days of receipt from CONTRACTOR the related invoice along with the Performance Bond vide Article-2 hereof and the Bank Guarantee towards Security for such advance payment vide Article-14 hereof, both in the prescribed proforma.
42. Time is the essence of the CONTRACT and CONTRACTOR understands the necessity of achieving the stage-wise targets in the specified sequence as set-forth in SCHEDULE-B and hereby undertakes to mobilise the required resources and exercise due diligence to adhere to them. During the implementation of CONTRACT, OWNER/CONSULTANT may issue to CONTRACTOR, where applicable, instructions/ requirements in respect of priorities and sequence in the overall interest of the PROJECT and CONTRACTOR shall fully co-operate with OWNER/CONSULTANT in following these instructions and submit to OWNER/CONSULTANT detailed working programmes for achievement of these, which shall be reviewed and approved by ENGINEER-IN-CHARGE.
43. Within 30 days of ZERO DATE, CONTRACTOR shall give to OWNER / CONSULTANT in triplicate a detailed programme for assembling materials, submission of fabrication drawing/cutting diagrams, etc. mobilisation of Construction Equipment, Tools and Tackles, mobilisation of skilled and unskilled labour in various categories/disciplines at various phases of work, pre-

fabrication in shop, pre-fabrication at SITE, assignment of supervisory personnel and such other activities, matching with the Programme of work vide SCHEDULE-B. In the event OWNER/CONSULTANT is not satisfied that the programme proposed by CONTRACTOR is adequate to meet targets set forth in SCHEDULE-B, CONTRACTOR shall modify the programme suitably to the satisfaction of OWNER/CONSULTANT and carry out the activities accordingly.

- 4.4 CONTRACTOR recognizes possibility of inclement weather conditions at SITE and agrees to take all reasonable precautions and measures necessary to permit execution of WORK as per agreed programme despite such adverse conditions and CONTRACTOR shall not be entitled for any additional payment what so ever, on this account.
- 4.5 CONTRACTOR shall not be entitled for extension of time schedule for any reason whatsoever except as provided in Articles-15.7,32.2 and 40.3 hereof.

ARTICLE-5 TECHNICAL DOCUMENTS

- 5.1. The Technical Documents enclosed as part of SCHEDULE-C hereof are, unless otherwise specified, preliminary and typical and are intended only to generally represent the nature of WORK to be executed. OWNER / CONSULTANT will be issuing to CONTRACTOR, from time to time, final and more detailed drawings and documents as are listed in SCHEDULE-C as also new drawings whenever necessary to depict the scope of work. CONTRACTOR shall execute WORK only based on documents bearing the stamp "GOOD FORCONSTRUCTION".
- 5.2 Documents once issued by OWNER/CONSULTANT for construction may subsequently be revised without prejudice to Article-15 hereof; and as soon as the revised issues are received CONTRACTOR shall withdraw the previous issue from the field and return to OWNER/CONSULTANT for cancellation.
- 5.3 CONTRACTOR shall carryout the WORK in strict conformity with the drawings, specifications and such other documents and instructions provided by OWNER/CONSULTANT and standards and codes of practice prescribed by OWNER/CONSULTANT for the respective items of WORK. Where OWNER/CONSULTANT'S own standards are referred to, the same will be provided by OWNER/CONSULTANT; but where other published standards/codes of practice are prescribed, CONTRACTOR shall make own arrangements to be equipped with copies of such documents for use in execution of WORK and failure to do so shall be deemed negligence in performance of CONTRACT. In the event of any conflict or contradiction between any two or more of the documents provided by OWNER/CONSULTANT or between such documents and the prescribed codes/standards, CONTRACTOR shall bring the same to the attention of ENGINEER-IN CHARGE as soon as it is noticed by CONTRACTOR; and the decision of the ENGINEER-IN-CHARGE shall be followed.

- 5.4 Wherever necessary, CONTRACTOR shall prepare detailed working drawings, cutting diagrams, fabrication drawings and/ or such other technical documents all in conformity with Technical Information provided by OWNER/CONSULTANT and as may be necessary for execution of WORK and submit same to OWNER/CONSULTANT in required number of copies well in advance in commencement of related WORK. OWNER/CONSULTANT shall return one copy to CONTRACTOR with comments, if any, within Ten (10) working days of receipt from CONTRACTOR and CONTRACTOR shall execute WORK only based on documents reviewed/ approved by OWNER/CONSULTANT. However, CONTRACTOR is solely responsible to ensure that WORK is executed as per designs; drawings, specifications and other technical information provided by OWNER/CONSULTANT and review /comments by OWNER/CONSULTANT in the aforesaid manner of CONTRACTOR'S documents shall not absolve CONTRACTOR of his responsibility.
- 5.5 Installation of special items of EQUIPMENT shall be taken up only after thorough study of Manufacturer's instructions for handling, assembly and installation, detailed circuit diagram, etc. as may be applicable as per SCHEDULE-A and CONTRACTOR shall ensure availability of such information for EQUIPMENT supplied by the CONTRACTOR.

ARTICLE-6 OWNER/CONSULTANT'S REPRESENTATIVE

- 6.1 All obligations of OWNER under CONTRACT shall, unless otherwise specifically mentioned, be carried out through FACT Engineering & Design Organization (FEDO) the Design & Engineering CONSULTANT of OWNER. The Resident Construction Manager appointed by FEDO at SITE shall be OWNER/CONSULTANT'S REPRESENTATIVE, and shall represent OWNER/CONSULTANT for all matters concerning this CONTRACT except as otherwise provided herein.
- 6.2 All instructions and orders to CONTRACTOR shall be issued by OWNER/CONSULTANT'S REPRESENTATIVE and/or an ENGINEER-IN-CHARGE nominated by him and communicated in writing to CONTRACTOR'S REPRESENTATIVE, if available at SITE or to CONTRACTOR at the address given in Article-47. WORK shall be executed under direction and to the satisfaction of the ENGINEER-IN-CHARGE, all in accordance with the provisions. CONTRACTOR shall proceed with WORK in accordance with the decisions, orders and/or instructions issued by OWNER/CONSULTANT'S REPRESENTATIVE or the ENGINEER-IN CHARGE provided that;
- i) If the CONTRACTOR shall without undue delay after being given a decision, order or instruction otherwise than in writing, require it to be confirmed in writing, such decision, order or instruction shall not be effective until written confirmation thereof has been received by CONTRACTOR, and
 - ii) If the CONTRACTOR disagrees with or questions a written decision, order

or instruction given by ENGINEER-IN-CHARGE he may give notice in writing to ENGINEER-IN-CHARGE within seven (7) days of receipt of such decision, order or instruction stating reasons there for; but issue of such notice shall not relieve CONTRACTOR of the obligation to proceed with WORK in accordance with the decision, order or instruction in respect of which the notice has been issued, without prejudice to other remedial measures provided herein.

- 6.3 OWNER/CONSULTANT may change the OWNER/CONSULTANT'S REPRESENTATIVE and/or ENGINEER-IN-CHARGE at any time, and shall inform CONTRACTOR promptly, in writing, of such changes.

ARTICLE-7 CONTRACTOR'S REPRESENTATIVE

- 7.1 CONTRACTOR shall be represented at SITE by a technically qualified, competent and experienced Engineer whose name along with qualification and experience shall be intimated to OWNER/CONSULTANT in writing at least two (2) weeks prior to commencement of CONTRACTOR'S activities at SITE for approval by OWNER/CONSULTANT. The said representative shall be present at SITE during working hours and any orders, instructions or other communications delivered to him by OWNER/CONSULTANT, OWNER / CONSULTANT'S REPRESENTATIVE and/or ENGINEER-IN-CHARGE shall be deemed to have been received by CONTRACTOR.
- 7.2 Any communication received by OWNER/CONSULTANT from CONTRACTOR'S REPRESENTATIVE shall be deemed issued by CONTRACTOR and shall be binding on CONTRACTOR.
- 7.3 CONTRACTOR shall not change the Representative at SITE without prior written approval of OWNER/CONSULTANT.

ARTICLE-8 CONTRACTOR TO INFORM HIMSELF

- 8.1 Certain information pertaining to SITE and considered relevant for the execution of WORK are given in SCHEDULE-D, SITE CONDITIONS. Some of the information given therein are likely to be typical and are intended only to give a general idea about SITE. CONTRACTOR is deemed to have visited the SITE and the locality and to have gathered clear idea of the locality, weather conditions, and access to SITE, space availability, sub-soil conditions, availability of materials, availability and terms of service by labour and such other information that may have influence on execution of WORK.
- 8.2 CONTRACTOR is deemed to have carefully examined specifications, schedules and drawings and also to have satisfied himself on the nature and extend of WORK to be executed before submission of a tender and entering into CONTRACT.

ARTICLE-9 SUPPLIES BY OWNER/CONSULTANT**9.1 EQUIPMENT**

9.1.1 EQUIPMENT and any materials to be provided by OWNER / CONSULTANT will be issued by OWNER/CONSULTANT and handed over to CONTRACTOR at the place of storage. Place of storage will be OWNER/CONSULTANT'S store at SITE or the open storage yard at SITE or at ground level near the plant premises where EQUIPMENT is to be erected depending upon OWNER/CONSULTANT'S convenience and all moving and handling from the place of storage to the actual place of WORK or the basement on which EQUIPMENT is to be erected, is to be carried out by CONTRACTOR.

9.1.2 It is likely that EQUIPMENT stored out-door are in the packing case and CONTRACTOR shall have to open the packing cases and inspect the items before taking over.

9.1.3 EQUIPMENT items which are shipped in parts will have to be assembled by CONTRACTOR prior to installation. Any special tools provided by Manufacturer for this purpose will be made available to CONTRACTOR against appropriate receipt; but all other tools and tackles will have to be provided by CONTRACTOR. Special tools, if any provided by OWNER/CONSULTANT shall be returned to OWNER/CONSULTANT immediately after use.

9.1.4 EQUIPMENT shall be handled by CONTRACTOR very carefully in a professional and workman like manner. In the event of any damage to EQUIPMENT or part thereof due to negligence or use of wrong tool or wrong practices in dismantling, handling, assembling and / or installation or careless storage after taking over by CONTRACTOR, CONTRACTOR shall not only be liable to pay the cost of repair/ replacement but also liquidated damages vide Article-31 hereof for delay in completion of the related WORK beyond the guaranteed date to the extent such delay as occurred on account of repair/replacement.

9.2 MATERIALS

9.2.1 Materials issued by OWNER/CONSULTANT for use in fabrication / installation by CONTRACTOR are listed in SCHEDULE-E.

9.2.2 Materials will be issued to CONTRACTOR from OWNER / CONSULTANT'S Store at SITE against appropriate indent in the form provided by OWNER/CONSULTANT, countersigned by the ENGINEER- IN-CHARGE and transport from store to place of WORK will have to be done by CONTRACTOR. CONTRACTOR shall hold such material in safe custody and shall maintain proper accounts of its use. Such accounts shall be available for inspection by OWNER/CONSULTANT, if required. No material shall be removed from SITE without written approval of



OWNER/CONSULTANT.

- 923 Materials will be issued only during normal working hours of the SITE Store.
- 924 The maximum cutting allowance and wastages permissible for each item of material is shown in SCHEDULE-Q. CONTRACTOR is not entitled to receive from OWNER/CONSULTANT quantities in excess of those legitimately required including the cutting allowance and wastages and OWNER/CONSULTANT may refuse issue of excess quantities required consequent to wastage in any manner by CONTRACTOR. In such cases CONTRACTOR may have to make his own arrangements for the additional quantities, required at his own cost and carry out WORK within the agreed time. However, OWNER/CONSULTANT may issue such additional quantities, if available, and recover from the bills of CONTRACTOR at rate specified for this purpose in SCHEDULE-E in the absence of such rates at OWNER/CONSULTANT'S book value or market rate whichever is higher, plus 15%thereof.
- 925 In case of urgency, OWNER/CONSULTANT may at the request of CONTRACTOR and at the sole discretion of OWNER/CONSULTANT issue to CONTRACTOR any material required for the WORK butnot included in SCHEDULE-E and cost of such issues shall be paid by CONTRACTOR to OWNER/CONSULTANT'S account in advance at price specified by OWNER/CONSULTANT.
- 926 Any excess materials drawn by CONTRACTOR, but not used in WORK shall be returned to OWNER/CONSULTANT'S Store at SITE and receipt obtained; and credit will be given for the quantity so returned.
- 927 CONTRACTOR shall return to OWNER the cut pieces and scraps of material issued by OWNER/CONSULTANT as well as any containers in which they are issued. Such items shall be properly accounted and delivered at the dump-yard at SITE indicated by OWNER/CONSULTANT and no credit will be given to CONTRACTOR on this account.
- 928 In case it is observed that CONTRACTOR has used materials in quantity less than what is legitimately required and the ENGINEER-IN-CHARGE is not satisfied with the reason given by CONTRACTOR, CONTRACTOR shall have to dismantle the work so executed and re-do the same at no cost to OWNER/CONSULTANT. In any case the contract price will be adjusted for such short-usage.
- 929 OWNER/CONSULTANT gives no assurance that material to be issued by OWNER/CONSULTANT will be readily available as and when indented by CONTRACTOR, CONTRACTOR is advised to give a monthly programme of his requirement for each calendar month at least 30 days prior to the first of the calendar month. This programme should indicate the expected requirement in sizes, and quantities and the dates on which required. If CONTRACTOR fails to take such advance action, he shall not be entitled for any extension of time-schedule consequent to delay by OWNER/CONSULTANT in issue of materials, even if such delay has affected WORK.

ARTICLE-10 MATERIALS / EQUIPMENT BY CONTRACTOR

- 10.1 CONTRACTOR shall procure in time at his own cost and use in WORK all MATERIALS / EQUIPMENT required in carrying out WORK other than EQUIPMENT and materials issued by OWNER/CONSULTANT vide Article-9 hereof. Materials so procured and brought to SITE shall be stored by CONTRACTOR at place allotted for the purpose by ENGINEER-IN-CHARGE and security arrangements shall be made by CONTRACTOR. CONTRACTOR shall provide such materials in sufficient quantities and in time so that WORK can be proceeded with uninterruptedly and shall take advance action in procurement of items which are in scarce supply or availability of which are seasonal.
- 10.2 MATERIALS / EQUIPMENT provided by CONTRACTOR shall be brand new and of specification agreed to herein or as approved by ENGINEER-IN-CHARGE. MATERIALS / EQUIPMENT brought to SITE shall be used in WORK only after approval by ENGINEER-IN-CHARGE and if so required by him, CONTRACTOR shall provide test certificates and / or samples for verifying the quality. Mill certificates covering physical and analytical tests are to be produced as called for by ENGINEER-IN-CHARGE at no extra cost. If any further tests are to be carried out CONTRACTOR shall arrange for the same at no additional cost to OWNER/CONSULTANT. CONTRACTOR shall declare the manufacturer's name of such MATERIALS / EQUIPMENT and provide, if asked for, evidence relating to the source and purchase there from. Decision by ENGINEER-IN-CHARGE shall be final and binding on CONTRACTOR in respect of whether the material provided is conforming to agreed specification or not.
- 10.3 Rejected MATERIALS / EQUIPMENT shall be removed by CONTRACTOR from SITE immediately.
- 10.4 Approval by ENGINEER-IN-CHARGE or any other representative of OWNER/CONSULTANT shall not relieve CONTRACTOR of his responsibility to use material of specified quality suitable for WORK and re-work necessitated consequent to use of sub-standard MATERIALS / EQUIPMENT shall be promptly carried out by CONTRACTOR, free of cost to OWNER/CONSULTANT, irrespective of whether the item was approved by OWNER/CONSULTANT or not.

ARTICLE-11 QUALITY OF WORK

- 11.1 CONTRACTOR shall execute WORK in the most substantial, professional and workman-like manner in full conformity to the drawing and specifications and instructions provided by OWNER/CONSULTANT.
- 11.2 CONTRACTOR shall be responsible for the dimensional accuracy of WORK carried out within the measurement tolerance specified. In case where no measurement tolerance is specified, decision of ENGINEER-IN-CHARGE shall be final in respect of whether an item of WORK carried out conforms to required standard of dimensional accuracy or not.

- 11.3 Any designs carried out by CONTRACTOR shall be done in a professional and engineer-like manner in conformity with applicable standards and codes of practice.
- 11.4 CONTRACTOR shall be responsible to ensure that WORK executed conforms to applicable statutory regulations in force on the date on which Letter of Intent is issued by OWNER/CONSULTANT. In the event of any change in such statutory regulations or any new regulations becoming effective after the date of Letter of Intent that have influence on WORK, CONTRACTOR shall promptly notify OWNER/CONSULTANT of the consequent changes required in WORK and its impact, if any, on cost and time-schedule agreed to herein and the provisions of Article-15 hereof will thereafter apply

ARTICLE-12 INSPECTION BY OWNER/CONSULTANT

- 12.1 ENGINEER-IN-CHARGE or any other designated representative of OWNER/CONSULTANT shall at all reasonable times be entitled to inspect WORK or any part thereof. CONTRACTOR shall provide all necessary assistance to OWNER/CONSULTANT and shall make available all necessary scaffolding, tools and testing equipment to enable OWNER/CONSULTANT to carry out such inspection / tests. CONTRACTOR shall uncover any part of WORK or make openings for inspection as ENGINEER-IN-CHARGE may direct and make good such part to the reasonable satisfaction of OWNER/CONSULTANT.
- 12.2 On receiving notice from CONTRACTOR that WORK or part thereof is ready for inspection, ENGINEER-IN-CHARGE shall without unreasonable delay attend for the purpose of inspecting the related item of WORK. When tests are completed satisfactorily, CONTRACTOR shall give the test certificates within Five (5) days of completion of tests for signature by ENGINEER-IN-CHARGE. ENGINEER-IN-CHARGE may waive at his discretion, right to attend any tests; but this shall not relieve CONTRACTOR of his responsibility to carry out necessary tests at each stage of WORK and provide the test certificates.
- 12.3 Whenever it is necessary to cover up any item or WORK in respect of which previous inspection is desired and CONTRACTOR has been notified accordingly in writing, CONTRACTOR shall give five (5) days' notice in writing to ENGINEER-IN-CHARGE before the said item is covered up. No such WORK shall be covered up or built upon unless it has been inspected and approved by ENGINEER-IN-CHARGE or his consent in writing to this being done without prior inspection has been obtained.
- 12.4 CONTRACTOR will, if so required by OWNER/CONSULTANT, provide specified numbers of test certificates, material analysis certificates and / or radiographic / NDT examination reports at no extra cost.
- 12.5 All tests shall be carried out as per procedure agreed to herein. If no such procedure is agreed to herein the procedure laid out in applicable standards / codes and as approved by ENGINEER-IN-CHARGE shall be followed. If in the opinion of ENGINEER-IN-CHARGE any tests carried out are not properly

conducted, CONTRACTOR shall have to repeat the same at no additional cost to OWNER/CONSULTANT.

- 12.6 If in the opinion of ENGINEER-IN-CHARGE results of any tests carried out is not reasonably satisfactory, he may reject the portion of WORK for which the test is not satisfactory and CONTRACTOR shall dismantle the rejected portion and redo the same at no additional cost and such repair/ rework shall be subjected to further inspection/test in the above-said manner.
- 12.7 That an item of WORK has been approved at the time of setting out or in stage-wise inspection/test does not relieve CONTRACTOR of his responsibilities under Article-21 and Article-30 thereof.
- 12.8 OWNER/CONSULTANT reserves the right to engage or for participation of representatives of OWNER/CONSULTANT'S Licensor or collaborator or any third party inspection agency that OWNER/CONSULTANT may appoint for the purpose, in inspection and testing of WORK and such representative may exercise with CONTRACTOR such authorities as OWNER/CONSULTANT may delegate to them.

ARTICLE-13 PRICE

- 13.1 In consideration of WORK, OWNER shall pay CONTRACTOR the sum specified in SCHEDULE-F, PRICES. The sum specified in SCHEDULE-F include all costs to CONTRACTOR in carrying out WORK except cost of any material to be issued free of cost by OWNER/CONSULTANT vide Article-9 hereof.
- 13.2 The price specified in SCHEDULE-F is inclusive of all costs such as labour, materials to be supplied by CONTRACTOR, materials to be provided by OWNER/CONSULTANT at CONTRACTOR'S cost, supervision, incidental charges such as loading and unloading, hoisting, setting out, temporary facilities, protective works, safety measures, tools and implements, construction equipment, hire charges of construction equipment provided by OWNER/CONSULTANT, royalties, licenses, testing and calibration, removal of debris and clearing SITE on completion of WORK and maintenance of WORK required hereunder and any other cost incidental to carrying out WORK.
- 13.3 Without prejudice to provisions under Article-15, all prices shall remain firm till completion of WORK and shall not be subject to escalation of any description including those on account of delays due to Force Majeure, unless otherwise stated in SCHEDULE-F.
- 13.4 All statutory deductions will be made at source in accordance with the rules and regulations prevailing from time to time.
- 13.5 Amounts specified in SCHEDULE-F are subject to deduction of Income Tax and OWNER/CONSULTANT shall withhold from the same such amount as is due at rates prevailing at the time of payment and remit the same to income tax authorities to the account of CONTRACTOR and provide CONTRACTOR with

appropriate certificate of tax deduction. Any statutory variation in the rate of deduction of income tax shall not lead to any adjustment in Price.

ARTICLE-14 TERMS OF PAYMENT

- 14.1 OWNER/CONSULTANT shall make payments to CONTRACTOR in installments as specified in SCHEDULE-G PAYMENT SCHEDULE
- 14.2 CONTRACTOR shall make all claims in the standard printed bill form prescribed by the OWNER/CONSULTANT and claims shall be serially numbered. Claims shall be made in triplicate copies and shall be submitted to the ENGINEER-IN-CHARGE.
- 14.3 In case mobilisation advance is agreed to in SCHEDULE-G, CONTRACTOR shall submit along with the invoice a Bank Guarantee from a Nationalised Bank in India, in the proforma vide SCHEDULE-M and payment will be made within 15 days of receipt of the said documents.
- 14.4 Claims for part - payments shall not be more frequent than once a month. Any deduction to be made for materials issued by OWNER/CONSULTANT or for hire changes of construction equipment provided by OWNER/CONSULTANT will be deducted from the respective part bill and CONTRACTOR shall show such deductions also in the bill.
- 14.5 All part - payments shall be treated as payments on account and not as value of WORK done and on satisfactory completion of WORK and issue of taking over certificate CONTRACTOR will be paid the total amount due after deduction of any liquidated damages due under CONTRACT, less payments already made and any other recoveries due from the CONTRACTOR.

ARTICLE-15 CHANGE IN WORK

- 15.1 Any modification in specification and / or quantity of WORK due to any of the following reasons will constitute a CHANGE IN WORK.
- i) Increase or decrease in quantity of WORK as per final designs provided by OWNER/CONSULTANT as compared to those specified in SCHEDULE-F hereof, hereinafter referred to as "Variation in Quantity"
 - ii) Variation in specifications for any item of WORK as per final design given by OWNER/CONSULTANT as compared to SCHEDULE-F hereof or consequent to changes made after date of Letter of Intent in applicable statutory regulations hereinafter referred to as "Variation in Specification"
 - iii) Any new items of WORK not specified or included in SCHEDULE-A and for which any price or rate of cost is not specified in SCHEDULE-F hereinafter referred to as "Extra Item".
 - iv) Any re-work necessitated by change in design by OWNER / CONSULTANT



of an item of WORK already executed by CONTRACTOR as per CONTRACT, hereinafter referred to as "Requested Re-work".

Any modification or rework executed by CONTRACTOR by way of rectification of mistakes or making good defective WORK shall not be treated as CHANGE IN WORK.

- 15.2 In the case of "Variation in Quantity" of an item of WORK the Contract value for the item shall be adjusted pro-rata. In case aggregate increase or decrease in value of Contract due to Variation in Quantity and / or any other reason exceeds 25% of the Initial Contract Price as per Schedule-F the adjustment in price for such variations beyond the Initial 25% margin shall be discussed and agreed between the parties. However, CONTRACTOR'S prices shall be firm for variation up to (+) 25% of Initial Contract value.
- 15.3 In the event CONTRACTOR is called upon to carry out WORK with variation in specification but generally falling within the categories of WORK covered by CONTRACT, CONTRACTOR shall carry out the related CHANGE IN WORK without any extension of time-schedule. However, the price payable for the items affected by said variation in specification shall be determined based on rates agreed to in CONTRACT for other similar items; and in the absence of agreed rates for similar items it shall be determined in such manner as is specified for the purpose in SCHEDULE-F.
- 15.4 If CONTRACTOR is called upon to carry out any extra item, consideration receivable by CONTRACTOR for extra items shall be determined in the same manner as specified in Article 15.3 above.
- 15.5 In the event CONTRACTOR is called upon to carry out any Requested Re- work, he shall be compensated for any dismantling, demolishing or reconstruction as is applicable and determined in the same manner as provided in Article 15.3 above.
- 15.6 Notwithstanding the above, if specific provisions are made for the adjustment of price or method of determining the same in SCHEDULE-F or the Special Conditions of Contract vide SCHEDULE-Q provisions therein shall prevail over such provisions in the Article-5 which are in conflict with them.
- 15.7 In the event CHANGE IN WORK is of a substantial nature and is likely to affect CONTRACTOR'S obligations in respect of Time Schedule, CONTRACTOR shall request ENGINEER-IN-CHARGE in writing of any extension of time schedule require giving reasons therefore as such extension shall be effective only when approved by OWNER/CONSULTANT.

ARTICLE-16 VARIATIONS & OMISSIONS

- 16.1 CONTRACTOR shall not alter any of WORK except as directed in writing by ENGINEER-IN-CHARGE. OWNER/CONSULTANT shall have full powers during execution of CONTRACT to alter, amend, omit, add or otherwise vary WORK, from time to time by issue of written notice therefore to CONTRACTOR and CONTRACTOR shall carry out such variations and be bound by CONTRACT so far as applicable as though the said variation is stated in CONTRACT. In case, in

the opinion of CONTRACTOR, the said variation will involve an increase or decrease in the Contract Price or any of the other obligations of CONTRACTOR hereunder, subject to provisions under Article-15, CONTRACTOR shall within seven (7) days of receipt of the said notice advise ENGINEER-IN-CHARGE of that effect and only on receipt of written acceptance of same from ENGINEER-IN-CHARGE, CONTRACTOR shall give effect to the requested variation.

- 16.2 The difference in Contract Price; if any, occasioned by such variations shall be added to or decreased from the Contract price and paid in the same manner as Contract Price.

ARTICLE-17 ACCESS TOSITE

- 17.1 OWNER/CONSULTANT shall provide CONTRACTOR access to SITE and place within SITE where WORK is to be performed at all reasonable times, subject to Article-24 and 26 hereof. Unless specified elsewhere to the Contrary, OWNER/CONSULTANT shall also provide suitable road for transport of EQUIPMENT and Materials from the nearest public thoroughfare or OWNER/CONSULTANT'S Store to the place of work. Any approach road, bridges over trenches, ladders or such other means of access required in the area of work shall be made by CONTRACTOR at no cost to OWNER / CONSULTANT.
- 17.2 The access to SITE or place of work shall not be exclusive to CONTRACTOR but only such as to enable him to execute WORK. OWNER/CONSULTANT reserves the right to grant access to SITE and place of WORK to other contractors engaged by OWNER/CONSULTANT for carrying out work relating to PROJECT and CONTRACTOR shall fully co-operate with such other contractors and carry out WORK without causing any hardship to others. OWNER/CONSULTANT'S representatives and / or representative of any third-party engaged by OWNER/CONSULTANT for inspection and/ or any statutory authorities shall at all reasonable times have access to SITE and place of work.
- 17.3 Access to SITE granted herein shall not be construed as grant of any right of possession or Title to CONTRACTOR over SITE or part thereof.

ARTICLE-18 CONSTRUCTION POWER & WATER

- 18.1 OWNER/CONSULTANT shall provide CONTRACTOR with supply of electric power at nominal supply voltage of 415 V in 3 phase 50 C/s, 4 wire system at one points at the outgoing terminals of OWNER/CONSULTANT'S switchgear in the manner and for the purposes specified in SCHEDULE-H.
- 18.2 CONTRACTOR shall make his own arrangements to lay cables along such routes and in such manner as ENGINEER-IN-CHARGE approves and to distribute the power to various consuming units and lighting system installed by CONTRACTOR, all in accordance with applicable statutory rules and regulations, CONTRACTOR shall apply for, pay any fees related thereto and obtain statutory approvals for such installations that CONTRACTOR sets up and engage, where necessary, licensed electricians for attending to operation and up-keep for the said installation.

- 18.3 OWNER/CONSULTANT shall provide CONTRACTOR with supply of water for use in WORK carried out at SITE at one point in a manner and for the purposes as specified in SCHEDULE-H. CONTRACTOR shall make his own arrangements for laying pipelines from the above point to place of WORK and for distribution therein along a route and in manner approved by ENGINEER- IN-CHARGE. CONTRACTOR shall ensure that the installations made by CONTRACTOR are leak proof and that proper valves are provided at all distribution points in order to avoid any wastage of water. For use in higher elevations necessary surface tank and pumping arrangements shall be provided by CONTRACTOR at his cost.
- 18.4 Supply of power and water by OWNER/CONSULTANT in the above-said manner is free of cost to CONTRACTOR. OWNER/CONSULTANT shall endeavor to maintain supply of power and water uninterruptedly so that WORK can be proceeded with without interruption. However, in the event of any interruption in these supplies for short intervals of time due to any repair or maintenance of OWNER/CONSULTANT'S supply system or due to extraneous reasons, CONTRACTOR shall fully co-operate by re-scheduling the day's WORK and shall not be entitled for any extension of Time -Schedule or compensation for idle wages.

ARTICLE-19 CONSTRUCTION EQUIPMENT

- 19.1 CONTRACTOR shall provide all tools, tackles, hoisting equipment, safety appliances, ladders, scaffolding, test equipment and such other facilities as are required for carrying out WORK and OWNER/CONSULTANT does not undertake to provide any such facility except as provided here under CONTRACTOR'S equipment shall be used solely for the purpose of WORK and shall not be removed from SITE by CONTRACTOR without written permission of OWNER/CONSULTANT. CONTRACTOR shall be responsible to maintain and safeguard CONTRACTOR'S equipment against damage or loss.
- 19.2 Construction equipment available with OWNER/CONSULTANT and the hire charges for each are described in SCHEDULE-J. These equipment will be operated by OWNER/CONSULTANT'S crew and the hire charges include all running expenses. The hire charges will be reckoned for the period commencing with the time at which it is released for use by CONTRACTOR up to time when it is released by CONTRACTOR or time up to which CONTRACTOR has intended for his use whichever is later.
- 19.3 Construction equipment available with OWNER/CONSULTANT are limited and are intended for the common use of the PROJECT and OWNER/CONSULTANT does not undertake .to place these at the disposal of CONTRACTOR without specific prior commitment. CONTRACTOR shall discuss with ENGINEER-IN-CHARGE the requirements and programme of use well in advance and the equipment will be made available only during such times as the ENGINEER-IN-CHARGE agrees to. That OWNER/CONSULTANT'S construction equipment was not available in the time or for adequate duration shall not entitle CONTRACTOR for any increase in price or extension of Time Schedule unless agreed to otherwise in SCHEDULE-F and in such cases CONTRACTOR shall have to make his own alternative arrangements.

- 19.4 OWNER/CONSULTANT'S construction equipment placed at the disposal of CONTRACTOR shall be used by CONTRACTOR only for the purposes they are intended for and within its prescribed limits of application and CONTRACTOR shall be liable to bear cost of repair / replacement in case of any damage due to misuse or wrong application.

ARTICLE-20 ACCOMMODATION AT SITE & COMMUNICATION FACILITIES

- 20.1 OWNER/CONSULTANT does not undertake to provide any covered area or protected accommodation of any kind for use by CONTRACTOR for office, store, shop or residential accommodation.
- 20.2 OWNER/CONSULTANT shall allot leveled ground at convenient place in SITE within reasonable distance of the place of WORK where CONTRACTOR may build temporary structures for site office; store and fabrication shop and CONTRACTOR shall make arrangements for fencing and security. CONTRACTOR shall also make suitable arrangements for sanitation and hygiene in the place allotted to CONTRACTOR.
- 20.3 CONTRACTOR shall make his own arrangements for residential accommodation of staff and workmen, facilities for food and canteen and shall not set up any hutments, barracks or other form of residential units at any place within SITE or on other land belonging to OWNER/CONSULTANT unless specifically agreed to.
- 20.4 CONTRACTOR shall make his own arrangements for any telephone / telex / fax / email communication facilities he needs in carrying out WORK. In case of emergency, OWNER/CONSULTANT may permit use of available facility for which charges if any shall be borne by CONTRACTOR.

ARTICLE-21 TESTS ON COMPLETION & TAKING OVER

- 21.1 CONTRACTOR shall give ENGINEER-IN-CHARGE fifteen (15) days' notice in writing of the date on which he will be ready to carry out tests specified in SCHEDULE-A for the WORK or section of WORK if WORK is so divided in SCHEDULE-A. Unless otherwise agreed, these tests shall take place within ten (10) days after the date so notified by CONTRACTOR on such day / days as ENGINEER-IN-CHARGE notifies CONTRACTOR in writing. Tests shall be held as per procedure laid out in SCHEDULE-K hereof and within three (3) days of completion of tests CONTRACTOR shall submit to ENGINEER-IN-CHARGE three (3) copies of the report of the tests for his approval.
- 21.2 If in the opinion of ENGINEER-IN-CHARGE the tests on completion are being unduly delayed he may by notice in writing call upon the CONTRACTOR to make such tests within ten (10) days of receipt of such notice; and unless otherwise agreed, CONTRACTOR shall make the said tests on such day within the said 10 days as the ENGINEER-IN-CHARGE may fix and of which he shall give notice to ENGINEER-IN-CHARGE. If CONTRACTOR shall fail to make the tests within the time aforesaid, OWNER/CONSULTANT shall be entitled to proceed with the tests and all tests as made shall be at the risk and expense of CONTRACTOR.



- 21.3 ENGINEER-IN-CHARGE may require CONTRACTOR at any time before commencement of a test or during the performance of the test to postpone or suspend the test if in his opinion the arrangements made by CONTRACTOR for carrying out the tests are inadequate or unsatisfactory; and in such case CONTRACTOR shall re-schedule the tests and conduct it in such manner as ENGINEER-IN-CHARGE approves.
- 21.4 Should any part of WORK fail to achieve the performance specified or to pass the tests prescribed in any other manner, CONTRACTOR shall at his own expense effect such changes consistent with good engineering practice, as are necessary to enable the WORK to pass further tests and conduct a fresh test after duly notifying ENGINEER-IN-CHARGE. If during the further tests, the WORK or any part thereof fails to achieve the performance specified, the WORK shall not be considered acceptable and CONTRACTOR shall replace, re-do or otherwise rectify them entirely at his own cost until they become acceptable, all within the time schedule agreed to vide Article-4, provided that in case the failure to pass tests is within permissible limits as Engineer-in-charge considers acceptable, OWNER/CONSULTANT may at its own discretion accept the WORK upon appropriated deduction in Contract price as may be provided for elsewhere in CONTRACT or as mutually agreed to.
- 21.5 As soon as WORK has been completed in all respects in accordance with CONTRACT and has passed the prescribed tests, OWNER/CONSULTANT shall issue a certificate taking over the WORK (hereinafter referred to as Taking Over Certificate), stating the date on which WORK has been so completed and passed the tests, and the WORK shall be deemed taken over by OWNER/CONSULTANT on the said date. In the event of WORK being divided by this CONTRACT into two or more sections or not being completed in all respects but only to such an extent that it can be put to use by OWNER/CONSULTANT without hindering or being hindered by the execution of part remaining to be completed, OWNER/CONSULTANT shall be entitled to take over any section or sections before the other or the others by issuing a Taking Over Certificate in respect thereof.
- 21.6 If by reason of any default on the part of CONTRACTOR a Taking Over Certificate has not been issued in respect of every portion of WORK or every portion of a section of WORK within Thirty (30) days of the date on which it should have been issued as per Time Schedule agreed in CONTRACT, OWNER/CONSULTANT shall be at liberty, without prejudice to other rights herein of OWNER/CONSULTANT to use the WORK of any portion thereof in respect of which a Taking Over Certificate has not been issued, provided that CONTRACTOR is afforded reasonable opportunity to take such steps as may be necessary to permit issue of Taking Over Certificate.
- 21.7 Issue of Taking Over Certificate or acceptance of WORK or part thereof in any other manner after passing prescribed tests or otherwise shall not relieve CONTRACTOR of his warranty obligations vide Article-30 hereof.

ARTICLE-22 TEMPORARY STRUCTURES

- 22.1 Any temporary structure set up at SITE by CONTRACTOR shall be of sound



construction taking into account safety of EQUIPMENT and workmen and CONTRACTOR shall be solely responsible for any damage or consequence thereof of the same. If in the opinion of ENGINEER-IN-CHARGE such constructions are not of appropriate design or construction and are likely to imperil safety of EQUIPMENT and/or workmen he may notify CONTRACTOR accordingly and Contractor shall forthwith forbid its use until it is replaced or suitably modified in an acceptable manner.

- 22.2 Any temporary construction made by CONTRACTOR in connection with WORK shall be dismantled and removed by CONTRACTOR and the entire area where WORK was performed cleared of any surplus or scrap materials, rubbish or debris within Thirty (30) days of issue of Taking over Certificate or such earlier date as ENGINEER-IN-CHARGE may require.
- 22.3 If any temporary structure set up by CONTRACTOR at SITE including any power and water lines obstruct implementation of PROJECT in any manner at any stage of WORK, CONTRACTOR shall immediately on receipt of notice thereof from ENGINEER-IN-CHARGE dismantle and remove or shift the temporary structure or line, at his own cost, in such a manner that the obstruction is removed.

ARTICLE-23 INSURANCE AND LIABILITY FOR DAMAGE

- 23.1 CONTRACTOR shall during execution of WORK, properly cover up and protect any part of work liable to damage by exposure to weather and shall take every reasonable precaution against accident or damage to work from any cause.
- 23.2 All equipments and materials brought to SITE by CONTRACTOR for use in execution of WORK shall be at sole risk of CONTRACTOR. Only such materials as are actually used in WORK so as to form part thereof will be covered by the insurance cover arranged by OWNER/CONSULTANT.
- 23.3 OWNER/CONSULTANT shall have covered by storage-cum-erection insurance policies EQUIPMENT, materials supplied by OWNER / CONSULTANT, OWNER/CONSULTANT'S construction equipment, WORK executed at SITE and OWNER/CONSULTANT'S personnel. These policies apply only to insurance risks at SITE and no other location.
- 23.4 CONTRACTOR shall take care not to cause any damage to any equipment, materials and or construction of and or any work executed by any other Contractors or other third parties doing work at SITE and CONTRACTOR Indemnifies OWNER/CONSULTANT against any liabilities, whatsoever, consequent to damage caused by CONTRACTOR or CONTRACTOR'S workmen in the aforesaid manner.
- 23.5 CONTRACTOR indemnifies OWNER/CONSULTANT against any loss, damage or other liabilities in consequence of any negligent act or omission by CONTRACTOR or CONTRACTOR'S Workmen or theft or pilferage of any material and / or EQUIPMENT handed over to CONTRACTOR by OWNER/CONSULTANT. CONTRACTOR shall take appropriate insurance as may be required to cover the above responsibilities.

ARTICLE-24 WORKING HOURS

- 24.1 All days observed as Holidays by OWNER/CONSULTANT shall be Holidays and all other days shall be working days at SITE, CONTRACTOR shall be given, on request, the calendar of such Holidays for each year. CONTRACTOR shall carry out WORK normally on working days.
- 24.2 Working hours shall be 8 hours per day on all working days and timing will be as ENGINEER-IN-CHARGE may notify from time to time. Contractor's workmen will be permitted to enter SITE only thirty (30) minutes prior to commencement of working hours and shall leave SITE within thirty (30) minutes of close of working hours. However in special circumstances such as when ENGINEER-IN-CHARGE is satisfied that nature of WORK for the time being carried out is such that it shall have to be proceeded with uninterruptedly even beyond normal working hours or when CONTRACTOR is behind schedule and would not be able to complete WORK within normal working hours. OWNER/CONSULTANT shall permit CONTRACTOR to and CONTRACTOR shall perform WORK beyond normal working hours and any overtime wages or other costs receivable by CONTRACTOR'S workmen shall be fully borne by CONTRACTOR. CONTRACTOR shall seek for permission for engaging in WORK beyond normal hours well in advance.

ARTICLE-25 SAFETY

- 25.1 CONTRACTOR shall execute WORK in a safe and secure manner always ensuring safety of personnel engaged in WORK, EQUIPMENT, Materials, Construction Equipment and the WORK itself in all its phases. Safety codes for Construction specified in SCHEDULE-P shall be strictly adhered to and any violation of these will be deemed willful negligence on the part of CONTRACTOR.
- 25.2 In the event of any accident occurring at SITE in connection with WORK, CONTRACTOR shall submit a report of same to ENGINEER-IN-CHARGE immediately, and/in any case within 24 hours of its occurrence, and shall fully cooperate with OWNER/CONSULTANT in any enquiry held in connection with the same.

ARTICLE-26 CONSULTANT'S REGULATIONS & RULES

- 26.1 CONTRACTOR shall observe and ensure that his supervisors and workmen observe all rules and regulations of OWNER/CONSULTANT applicable to SITE as may be communicated by OWNER/CONSULTANT from time to time. CONTRACTOR shall ensure that his supervisors and workmen engaged at SITE function in a disciplined manner.
- 26.2 Entry to SITE of CONTRACTOR'S men shall at all times be subject to security regulations of OWNER/CONSULTANT and controlled by issue of passes. Passes will be issued against application by CONTRACTOR in appropriate form within seven days of receipt of such application. OWNER/CONSULTANT may reject issue of pass or cancel a pass issued earlier to any person whose presence at SITE, in the opinion of OWNER/CONSULTANT is detrimental to the

interest of OWNER/CONSULTANT.

- 26.3 In the event of any person or persons including CONTRACTOR'S REPRESENTATIVE engaged by CONTRACTOR for WORK violates any of the regulations of OWNER/CONSULTANT or does not function in a disciplined manner or is not, in the assessment of OWNER/CONSULTANT, competent to carry out the work for which he is engaged OWNER / CONSULTANT, may cancel the entry passes issued to such person / persons without any notice and CONTRACTOR shall make arrangements for substitutes immediately.

ARTICLE-27 STATUTORY REGULATIONS

- 27.1 CONTRACTOR shall in all matters arising out of performance of CONTRACT confirm at his own expense with all Acts, Orders, Regulations, Rules and By-Laws of Government of India, State Governments, local bodies and other authorities there under for the time being in force and applicable to WORK.
- 27.2 Where any temporary installations, facilities or apparatus set up by CONTRACTOR for carrying out WORK is subject to statutory regulations. CONTRACTOR shall ensure that these conform to such regulations applicable and also apply for pay necessary fees and obtain any approval required there under, prior to putting the same in to use.
- 27.3 Where WORK or any part thereof, other than those covered by Article-27.2 above, is subject to statutory regulations / approval, OWNER shall apply for such approvals and pay the fees; but CONTRACTOR shall provide at his own expense all information and assistance necessary to make such applications and to satisfy the Inspecting Authority representing the related statutory body that WORK carried out conforms to applicable regulation. Any WORK or part thereof rejected for non-compliance with statutory regulations shall be modified or replaced by CONTRACTOR at no cost to OWNER/CONSULTANT within the agreed Time-Schedule so as to make it conform to applicable regulations. CONTRACTOR shall not be responsible for any such liability if it has occurred due to the sole reason that EQUIPMENT, designs or materials supplied by OWNER / CONSULTANT do not conform to such applicable regulations.

ARTICLE-28 LAWS RELATING TO LABOUR

- 28.1 CONTRACTOR shall comply with all Acts, Rules, Orders, Regulations, By- laws of Government of India; State Government. Local Bodies or an Office, authority or unit, there under pertaining to employment or labour at SITE and procure any license that is required for such employment.
- 28.2 CONTRACTOR shall be deemed Employer for these purposes and shall discharge all obligations of Employer. CONTRACTOR shall maintain such registers and records and display such information and notices as are required under these provisions and such registers shall at all-time be available for inspection by OWNER/CONSULTANT. Where the law require that any act of CONTRACTOR shall be carried out only in the presence of a representative of OWNER/CONSULTANT and witnessed by OWNER / CONSULTANT it shall be

so carried and CONTRACTOR shall request ENGINEER-IN-CHARGE for the presence of OWNER/CONSULTANT'S representative. Any information or reports required from CONTRACTOR by OWNER/CONSULTANT, periodically or otherwise, for discharge of OWNER/CONSULTANTS obligations under such laws shall be provided promptly.

- 28.3. Payment of workmen Compensation and implementation of labour laws with regard to workmen employed by CONTRACTOR are CONTRACTOR'S liability and in case OWNER/CONSULTANT is compelled to incur any expense or any other amount on behalf of CONTRACTOR'S workmen, OWNER/CONSULTANT is entitled to recover that amount from any bills payable to CONTRACTOR or in any other manner as is provided in Article - 44 hereof or otherwise.
- 28.4 Contractor shall be responsible for all obligations under ESI Act, P. F. Act, Building and Other Construction Worker's Welfare Cess Act, 1996, Rules and Regulations there under and such other Acts and Regulations as may be relevant. Deduction towards ESI, PF, Building and Other Construction Worker's Welfare Cess etc. required as per applicable statutory regulations shall be made by the Contractor and the amounts so deducted along with the Contractor's own contributions as applicable shall be deposited with appropriate authorities. Evidence of this shall be produced by the Contractor when called upon to do so by OWNER/CONSULTANT and in any case every quarter. In case OWNER/CONSULTANT is called upon to pay any such expenses, these shall be reimbursed fully by CONTRACTOR and OWNER/CONSULTANT shall be entitled to recover the same from CONTRACTOR.
- 28.5 CONTRACTOR indemnifies OWNER/CONSULTANT against any claims from any person or persons engaged by CONTRACTOR in connection with WORK and in the event OWNER/CONSULTANT becomes directly liable for any payment consequent to breach or non-observance by CONTRACTOR of the provisions hereof, such amounts shall be payable by CONTRACTOR to OWNER/CONSULTANT, AND OWNER/CONSULTANT may recover such dues from any amount receivable by CONTRACTOR under CONTRACT without prejudice to any other mode of recovery.
- 28.6 In the event of any dispute between CONTRACTOR and persons engaged by CONTRACTOR at SITE, CONTRACTOR shall amicably resolve such disputes in such a way that WORK can be proceeded with uninterruptedly. In the event such disputes cannot be resolved in the above- said manner, CONTRACTOR shall immediately notify ENGINEER-IN- CHARGE of the existence of such a dispute and the nature thereof; but CONTRACTOR shall himself be responsible to take such measures as are necessary and permissible to have the situation resolved.
- 28.7 CONTRACTOR may have access to OWNER'S qualified first-aid personnel and ambulance in case of accidents where such facility is available. CONTRACTOR shall however provide a first-aid post for attending to minor injuries.

ARTICLE-29 APPRENTICES ACT

- 29.1 CONTRACTOR shall comply with provisions of the Apprentices Act, 1961 and any amendments thereto as well as any Rules made or orders issued there under from time to time.
- 29.2 CONTRACTOR shall submit to OWNER / CONSULTANT periodically statement giving the number of workmen engaged by CONTRACTOR in each category and the number of apprentices engaged in the corresponding category.

ARTICLE-30 WARRANTY AND MAINTENANCE PERIOD

- 30.1 CONTRACTOR warrants that WORK will be carried out in full conformity with drawings, designs and specifications provided by OWNER/CONSULTANT, in compliance with applicable statutory regulations for the time being in force, in accordance with recognized standards and codes of practice, as per good engineering practice and in a professional and workman-like manner.
- 30.2 In the event of any defect being noticed in the quality or workmanship of WORK or any part thereof or any material provided and used by CONTRACTOR in WORK, within a period twelve (12) months from the date of issue of completion certificate by OWNER/CONSULTANT it shall be rectified or replaced by CONTRACTOR at his own expense as deemed necessary by the Engineer-in-Charge. If CONTRACTOR fails to do so within reasonable period or if in the opinion of OWNER/CONSULTANT, CONTRACTOR is unable to do so, or the repair / replacement cannot wait till CONTRACTOR is able to do it, OWNER/CONSULTANT may either directly or through such other agencies as OWNER/CONSULTANT may deem fit, get defective part of WORK made good, all at the risk and cost of CONTRACTOR. Notwithstanding the period specified above, in case of civil constructions, the period of warranty will extend at least up to the end of first monsoon after the WORK is taken over vide Article-21.
- 30.3 An item of WORK so repaired or replaced shall carry a further warranty as per Article-30.2 above.
- 30.4 During the period of warranty, CONTRACTOR'S representative shall be available at SITE or at such place from where he can come to SITE immediately on request by OWNER/CONSULTANT and he shall be authorized by CONTRACTOR to carry out any repairs or maintenance as CONTRACTOR is obliged to carry out under the above warranty.
- 30.5 CONTRACTOR shall not be liable for any defect owing to defective design, specifications, drawings or information provided by OWNER/CONSULTANT in writing based on which WORK has been executed or to defective EQUIPMENT or material provided by OWNER/CONSULTANT or to improper use of WORK by OWNER/CONSULTANT. Normal wear and tear shall not be treated as defect in WORK.
- 30.6 On expiry of the said warranty period or on completion of CONTRACTOR'S

obligations under the warranty, whichever is later, OWNER/CONSULTANT shall issue to CONTRACTOR a Discharge Certificate, stating that CONTRACTOR is discharged of these warranties and release any amounts retained or other form of security held by OWNER/CONSULTANT in lieu of security by CONTRACTOR for said warranties.

ARTICLE-31 GUARANTEE FOR TIME SCHEDULE & CONTRACT PRICE REDUCTION

- 31.1 CONTRACTOR guarantees that WORK will be executed as per time schedule agreed to herein vide Article-4.
- 31.2 In the event of any delay in completion of WORK or part thereof as per agreed schedule, due to reasons other than those specifically exempted vide Articles-15.7, 32.2 and 40.3 hereof, OWNER/CONSULTANT may deduct from the considerations due to CONTRACTOR under CONTRACT or otherwise recover from CONTRACTOR, a sum calculated at half of one percent (0.5%) of the Contract Price due to CONTRACTOR for the portion of WORK agreed to be carried out by CONTRACTOR till the date on which the delayed item is due to be completed, for each week of delay, subject to a maximum of seven and a half (7.5%) percent of total Contract Price. Any payments recovered from CONTRACTOR for delays in earlier stages of WORK shall be reduced from the sums due under this Article-31.2. It is understood and agreed that such amounts due represent the losses suffered by OWNER/CONSULTANT because of delay in WORK by CONTRACTOR and it shall not be necessary for OWNER/CONSULTANT to establish the actual amount of losses suffered, irrespective of whether the WORK or part thereof could be put to any use by OWNER/CONSULTANT had it been completed by CONTRACTOR as per schedule.
- 31.3 For the purposes of Article-31.2 completion of WORK or part thereof shall mean taking over by OWNER/CONSULTANT of WORK or part thereof (as is applicable) after satisfactory completion of tests vide Article-21 hereof.

ARTICLE-32 DELAY BY CONSULTANT

- 32.1 In case of any delay in supply by OWNER/CONSULTANT of Designs and Drawings, EQUIPMENT, materials, Construction Equipment, Power and water for construction and/or any other item to be supplied by OWNER /CONSULTANT as per CONTRACT, or in the interruption of supply thereof, CONTRACTOR shall be informed in advance of such delay, wherever possible, and CONTRACTOR shall re-schedule WORK in such a manner that no infructuous expenditure is incurred.
- 32.2 In case delay by OWNER/CONSULTANT is of a substantial nature and has affected WORK or part thereof in such a manner that it cannot be proceeded with as per agreed schedule, the time-schedule for the part so affected shall be extended correspondingly. Decision of ENGINEER-IN-CHARGE shall be final in respect of any extension of time.
- 32.3 In any case CONTRACTOR shall not be entitled for any financial compensation or increase in Contract Price in consequence of such delay or interruption.

ARTICLE-33 SPECIAL CONDITIONS OF CONTRACT

- 33.1 The Special Conditions of CONTRACT specified vide SCHEDULE-Q hereof shall form part of CONTRACT; and wherever the provisions under Special Conditions of CONTRACT are in conflict with any of the provisions vide Article-2 to Article-48 hereof, provisions in the Special Conditions of Contract shall prevail.
- 33.2 Definitions vide Article-1 hereof shall apply to special Conditions of contract also and any supplementary Definitions given therein need not necessarily apply to other sections of CONTRACT.

ARTICLE-34 SUB-LETTING AND ASSIGNMENT

- 34.1 CONTRACT shall be binding and inure to the benefit of the parties hereto and to their successors in right and shall not be assignable by either unless the other party has given its consent in writing to such assignment.
- 34.2 CONTRACTOR shall not sub-let or sub-contract any or all of its obligations under CONTRACT to any other party without prior written consent of OWNER/CONSULTANT. In the event of CONTRACTOR sub-letting the WORK or part thereof to any other party or engaging any sub-contractor, CONTRACTOR shall still be responsible to OWNER/CONSULTANT for performance of the whole CONTRACT and shall ensure that such other party to whom WORK or part thereof is sub-let or sub-contracted perform the portion of WORK so sub-let or sub-contracted as per provisions herein and the persons employed at SITE by such other party shall be deemed employed by CONTRACTOR.

ARTICLE-35 CLAIMS

- 35.1 Claims by CONTRACTOR for any disputed items shall be lodged with ENGINEER-IN-CHARGE within thirty (30) days of disallowance of the same failing which the claim shall be deemed to have been waived.

ARTICLE-36 PATENTS

- 36.1 OWNER/CONSULTANT warrant on their part that any design or instruction given by OWNER/CONSULTANT shall not be such as will cause CONTRACTOR to infringe any Letters of Patent, Registered Designs, Trade Marks, Copy-right or other protected right valid in India, in the performance of WORK.
- 36.2 Subject to Article-36.1 CONTRACTOR indemnifies OWNER/CONSULTANT against any claim for infringement by CONTRACTOR of any Letters of Patent Registered Design, Registered trade mark of Copy-right or other protected right valid in India in performance of CONTRACT. In the event of any action being brought against or claims or demands being made on OWNER / CONSULTANT because of any infringement or alleged infringement by CONTRACTOR of any of the said rights, CONTRACTOR shall immediately be notified of the same and CONTRACTOR shall within a reasonable period of time and at its own cost, make such modifications in WORK as would make it non-infringing upon any such rights or any such claims or

demands or otherwise procure for OWNER/CONSULTANT such rights as would enable OWNER/CONSULTANT to continue with the use of WORK without infringement of such rights. OWNER/CONSULTANT shall not settle such action or satisfy or compromise any such claims without the written consent of CONTRACTOR and in the event of any such infringement or alleged infringement leading to litigation CONTRACTOR shall conduct the same and OWNER/CONSULTANT shall co-operate with CONTRACTOR in all reasonable manner.

ARTICLE-37 SECRECY

- 37.1 All drawings, designs, specifications, and other documents and information contained herein and any instruction given by OWNER/CONSULTANT in the performance of CONTRACT, whether patented or patentable or not, shall always remain the exclusive property of OWNER/CONSULTANT and CONTRACTOR at no time shall question or dispute such right of OWNER/CONSULTANT. For a period of fifteen (15) years from the DATE OF CONTRACT, CONTRACTOR shall keep the above documents and information and the knowledge that OWNER/CONSULTANT'S employees information contained in said documents for PROJECT as secret and confidential and shall not reproduce them or divulge them to any third-party without the specific written approval of OWNER/CONSULTANT and shall not use them for any purpose other than those covered by the intents of CONTRACT. Such documents are given on loan by OWNER/CONSULTANT to CONTRACTOR for the limited purpose of execution of WORK and are subject to return on demand.
- 37.2 CONTRACTOR shall not publish or cause to be published any information on PROJECT, CONTRACT and WORK covered by CONTRACT or CONTRACTOR'S participation in it without the prior written consent of OWNER /CONSULTANT.
- 37.3 The provisions of this article shall survive expiry or earlier termination / suspension of CONTRACT.

ARTICLE-38 NON-WAIVER

- 38.1 Any failure by either party at any time, or from time to time to enforce or require strict observance performance of any of the terms and conditions of CONTRACT, or to exercise any rights hereunder, shall not constitute a waiver of such terms and conditions or rights, unless such rights have lapsed under specific provisions elsewhere in CONTRACT, and shall not affect or impair same or the right of either party any time to avail the same.

ARTICLE-39 LANGUAGE & UNITS

- 39.1 CONTRACT is drawn up in the English Language. All correspondence between the parties in performance of CONTRACT shall be in the English Language. Metric system of measurement shall be followed.

ARTICLE-40 FORCE MAJEURE

- 40.1 Neither CONTRACTOR nor OWNER/CONSULTANT shall be considered in

default in performance of CONTRACT if such performance is prevented or delayed due to circumstances of force Majeure provided that the party so affected notifies the other in writing promptly, in any case within fifteen (15) days of its occurrence, of the existence of a situation of Force Majeure giving evidence there for. For the purposes of this Article Force Majeure means:

- i) War or hostilities
- ii) Riot or civil commotion
- iii) Earthquake, flood, tempest, lightning or other natural calamities
- iv) Accident, fire or explosion on SITE not caused by willful negligence of CONTRACTOR, and/or
- v) Labour strike or lock-out exceeding ten (10) days in duration not caused by any deliberate act of indiscretion by CONTRACTOR.

40.2 If the situation of Force Majeure extends for a period exceeding thirty (30) days the parties shall meet together and discuss the further course of action, provided that if CONTRACTOR'S performance is affected OWNER / CONSULTANT may at his option and at any time remove from the scope of CONTRACTOR the portion of WORK so affected and have it executed by any other agency as OWNER/CONSULTANT may deem fit and reduce from the consideration payable to CONTRACTOR a proportionate amount.

40.3 CONTRACTOR shall be entitled for extension of time-schedule vide Article-4 for the performance of the portion of WORK affected by the situation of Force Majeure by a reasonable period but shall not be entitled to any financial compensation such as idle wages or escalation in cost. Decision by ENGINEER-IN-CHARGE shall be final in respect of any extension of time.

ARTICLE-41 SETTLEMENT OF DISPUTES AND ARBITRATION

41.1 If any dispute (s) arises out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to submit the disputes to arbitration under the ICADR(International Centre for Alternative Dispute Resolution) Arbitration Rules 1996. The authority to appoint the Arbitrator shall be the International Centre for Alternative Dispute Resolution. The number of Arbitrator shall be one and the language of the arbitration proceedings shall be English. The place of arbitration proceedings shall be Ernakulam in Kerala.

ARTICLE-42 LAW AND LEGAL JURISDICTION

42.1 CONTRACT shall be governed and construed by Laws of India.

42.2 Any legal proceedings relating to CONTRACT shall be limited to courts of law under the jurisdiction of the Kerala High Court at Ernakulam.

ARTICLE-43 SUSPENSION AND TERMINATION

43.1 In the event OWNER/CONSULTANT is unable or unwilling to complete or is compelled to postpone its activities relating to PROJECT at any stage during the currency of CONTRACT, OWNER/CONSULTANT may either suspend or terminate CONTRACT by giving CONTRACTOR thirty (30) days' notice.

43.2 If CONTRACTOR shall fail or neglect to execute work with all due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by OWNER/CONSULTANT in connection with work or shall otherwise commit breach of any of the provisions of CONTRACT, OWNER/CONSULTANT may give CONTRACTOR notice in writing requiring to make good such failure, neglect or breach. Should CONTRACTOR fail to comply with the notice within the time specified therein, then OWNER/CONSULTANT shall, without prejudice to other rights of OWNER/CONSULTANT under CONTRACT, be at liberty to have such WORK or portion of WORK as CONTRACTOR has failed or neglected to execute, executed directly or through any other agency OWNER/CONSULTANT deems fit at the risk and cost of CONTRACTOR; and OWNER/CONSULTANT shall have the free use of all of CONTRACTOR'S equipment, materials and other things for the time being available at SITE for getting the WORK completed in the above-said manner to the exclusion of any right of CONTRACTOR for fair wear and tear thereof.

OWNER/CONSULTANT shall further be entitled to apply the proceeds of such equipment and unused materials of CONTRACTOR and any balance amount that may be due to CONTRACTOR for WORK actually executed towards any claims on OWNER/CONSULTANT from third parties in consequence of failure, neglect, refusal or contravention by CONTRACTOR and / or towards any expense that OWNER/CONSULTANT might have incurred in getting the

WORK completed in the above-said manner, in excess of what OWNER / CONSULTANT would have had to pay CONTRACTOR as per CONTRACT.

43.3 If CONTRACTOR shall become bankrupt or insolvent or have a receiving order made against him or shall compound with his creditors or shall commence to be wound up otherwise than for the purpose of reconstruction or shall carry on its business under a Receiver for the benefit of its creditors, OWNER/CONSULTANT may at its sole discretion either;

a) terminate CONTRACT forthwith by notice in writing to CONTRACTOR or the Receiver or the Liquidator or to any other person in whom the CONTRACT may become rested and have the remaining WORK executed at the risk and cost of CONTRACTOR in the same manner as specified in Article-43.2 above ,or

b) give such Receiver, Liquidator or other person as aforesaid the option of carrying out the CONTRACT subject to his providing security for the due and faithful performance of CONTRACT up to such amount as may be mutually agreed upon.

- 43.4 In the event of suspension of CONTRACT vide Article-43.1 above, immediately on receipt of notice therefore from OWNER/CONSULTANT, CONTRACTOR shall suspend all activities at SITE except those essentially to be carried out to safe-guard and secure WORK for the time being in progress in a safe manner without wastage of materials and temporarily disband or reassign CONTRACTOR'S workmen except those essentially required at SITE such as for security of CONTRACTOR'S equipments and materials. CONTRACTOR shall re-mobilise its workmen and re-commence WORK within fifteen (15) days of receipt of notice from OWNER/CONSULTANT requiring CONTRACTOR to do so. All costs reasonably incurred by CONTRACTOR in connection with temporarily winding up WORK, maintenance of SITE during period of suspension and remobilisation on withdrawal of suspension order shall be paid by OWNER/CONSULTANT in addition to Contract Price specified herein, and the amount of such additional sum shall be mutually agreed to between the parties base on detailed information provided by CONTRACTOR. CONTRACTOR shall further be entitled for extension of time- schedule corresponding to the period of suspension including permitted period for re-mobilisation.
- 43.5 In the event of termination of CONTRACT vide Article-43.1 above, immediately on receipt of notice therefore from OWNER/CONSULTANT, CONTRACTOR shall take all steps for winding up work such as cancellation of any pending orders and termination of any sub-contracts that CONTRACTOR might have entered into with others in connection with WORK, safe-guarding and securing of any WORK in progress in a safe manner, disbanding of workmen, removal of temporary construction made by CONTRACTOR at SITE and return of all EQUIPMENT, special tools, un-used materials and documents that OWNER/CONSULTANT has supplied to CONTRACTOR. OWNER/CONSULTANT shall pay CONTRACTOR for the portion of WORK executed till such termination less amounts already paid, together with any reasonable cost necessarily incurred by CONTRACTOR pursuant to such termination as may be mutually agreed upon between the parties hereto based on detailed information provided by CONTRACTOR. CONTRACTOR shall not be entitled for any payment in respect of the portion of WORK left unexecuted.
- 43.6 Upon termination of CONTRACT for any reason, obligations of the parties hereto shall cease except for the liabilities of either party to the other in respect of obligations that accrued prior to, the date of such termination.

ARTICLE-44 RECOVERY OF DUES FROM CONTRACTOR

- 44.1 OWNER/CONSULTANT shall have recourse to CONTRACTOR for any costs, claims, demands, proceedings, damages and expenses whatsoever arising out of or in connection with any failure of CONTRACTOR to perform any of his obligations under the terms of CONTRACT.
- 44.2 Any amount due from CONTRACTOR as per CONTRACT shall be deducted from money due or becoming due to CONTRACTOR under CONTRACT or under any other account or may be recovered by arbitration vide Article-41 or by action at law.

ARTICLE-45 CONSEQUENTIAL LOSSES

- 45.1 Liabilities of either party to the other are limited to those specifically provided for herein.
- 45.2 Neither OWNER/CONSULTANT nor CONTRACTOR shall under any circumstances be liable in respect of any in direct or consequential loss or loss of business or loss of profit suffered by the other party in connection with or arising out of CONTRACT except as specified in Article-31 hereof.

ARTICLE-46 EFFECTIVE DATE AND VALIDITY

- 46.1 CONTRACT shall become effective on signature by either party after the other.
- 46.2 Unless terminated by OWNER/CONSULTANT, CONTRACT shall remain valid till obligations of both parties are fulfilled.

ARTICLE-47 NOTICES & ADDRESSES

- 47.1 All notices under CONTRACT shall be in writing.
- 47.2 Except as otherwise specified in CONTRACT, it shall be sufficient in all respects if notices are either delivered at or sent by registered post at following addresses;
- a) To OWNER/CONSULTANT:
 - b) To CONTRACTOR:
- 47.3 Any telegram or telex messages sent shall be confirmed in writing in the above-said manner.

ARTICLE-48 ENTIRE AGREEMENT

- 48.1 CONTRACT to the exclusion of all prior arrangements, statements or representation, whether oral or written constitutes the full agreement between the parties hereto relating of WORK.
- 48.2 No variations to the terms of CONTRACT shall be valid unless it is made in writing and signed on behalf of both OWNER/CONSULTANT and CONTRACTOR by their respective authorized representatives.

**SCHEDULE-A****SCOPE OF WORK**

Name of Work: Fabrication & supply of 1 no. self-propelled barge (excluding fabrication of bullets) for transportation of Liquefied ammonia gas (LAG)

1. Introduction

- 1.1 The Fertilisers and Chemicals Travancore Limited(FACT)** hereinafter also referred to as "OWNER" is a Government of India Public Sector undertaking involved in the manufacture and marketing of nitrogenous, phosphatic and potassic fertilizers as well as a variety of industrial chemical products. The company has presently two manufacturing units, one at FACT-CD, Ambalamugal and the other at FACT-UC, Udyogamandal, both located in the state of Kerala.
- 1.2** FACT intends to have one number of New barge by Fabrication & supply of 1 no. self-propelled barge (excluding fabrication of bullets) for transportation of Liquefied ammonia gas (LAG).
- 1.3** FACT has assigned the Project Management Consultancy (PMC) works to its own Engineering Division – The FACT Engineering and Design Organisation (herein after referred to as FEDO).

2.0 SCOPE OF WORK

- 2.1** Fabrication & supply of 1 no. self-propelled barge (excluding fabrication of bullets) for transportation of Liquefied ammonia gas (LAG) .
- 2.2** Detailed Scope of Work is described in the Special Conditions of Contract and technical documentation in Part II Technical of the tender attached.

**SCHEDULE-B****PROGRAMME OF WORK**

Name of Work: Fabrication & supply of 1 no. self-propelled barge (excluding fabrication of bullets) for transportation of Liquefied ammonia gas (LAG)

- i. **The delivery of the barge shall be within 9 months from the date of issue of work-to-proceed notice/ 2 months from the date of receipt of bullets and its associated piping at contractor's yard, whichever is later.**
- ii. The BIDDER shall adhere to the Programme of Work as per Bar Chart attached.
- iii. The priorities of execution shall be as fixed by the Engineer-in- Charge at the time of execution.

Name, Signature & Address
of BIDDER (or digitally signed)

**SCHEDULE-C****TECHNICAL DOCUMENT**

Name of Work: Fabrication & supply of 1 no. self-propelled barge (excluding fabrication of bullets)
for transportation of Liquefied ammonia gas (LAG)

The technical documentation applicable for the WORK is attached herewith:

PART-2 TECHNICAL OF THE TENDER DOCUMENT, Doc. No: 32472-02-PS-003
(pages 111 INCLUDING DRAWINGS)



SCHEDULE-D

SITE CONDITION

Name of Work: Fabrication & supply of 1 no. self-propelled barge (excluding fabrication of bullets) for transportation of Liquefied ammonia gas (LAG)

NOT APPLICABLE

**SCHEDULE-E****SUPPLIES BY OWNER**

Name of Work: Fabrication & supply of 1 no. self-propelled barge (excluding fabrication of bullets)
for transportation of Liquefied ammonia gas (LAG)

NO tools/tackles/materials/scaffolding/machinery/man power, any/all incidental items
shall be supplied by the **OWNER/FACT/FEDO**.

**SCHEDULE-F****SCHEDULE OF PRICES**

Name of Work: Fabrication & supply of 1 no. self-propelled barge (excluding fabrication of bullets)
for transportation of Liquefied ammonia gas (LAG)

THE FOLLOWING SHEETS WILL FORM THE
SCHEDULE OF PRICE OF THE CONTRACT

FORM -F

- a) Form F1- Schedules of Quantities of Work without rates NOT APPLICABLE
- b) Form F2-Schedule of Rates for Extra items of work (1 Page)

SCHEDULE OF RATES FOR EXTRA ITEMS OF WORK

Name of Work: Fabrication & supply of 1 no. self-propelled barge (excluding fabrication of bullets) for transportation of Liquefied ammonia gas (LAG)

The following procedure shall be followed for arriving at unit rates for extra items of work

- a) Derive from rates for similar items of work already available in the Schedule of Items of Work

- b) If rates as per (a) above are not available, rates shall be worked out from data on the basis of which the estimate for the work was prepared, to which over all Tender variation shall be applied.

- c) If rates cannot be worked out on the basis of (a) and (b) above, then rates shall be derived on the basis of actual cost of materials used, labour engaged, hire charges of machinery used and all that is necessary for the work, plus a margin of 10 % towards Contractor's profit and overheads.

Name, Signature & Address
of contractor (or digitally signed)

SCHEDULE-G**PAYMENT SCHEDULE**

Name of Work: Fabrication & supply of 1 no. self-propelled barge (excluding fabrication of bullets) for transportation of Liquefied ammonia gas (LAG).

1. **Mobilisation Advance will NOT be paid for the work.**
2. **PAYMENT OF WAGES TO THE WORKERS** shall be made only through bank transactions and proof thereof to be submitted along with the bill. Payment of wages to the staff of the contractor shall not be linked to the clearance of bills by FEDO/FACT
3. **RUNNING BILLS**
Interim payment will be made against running bills for the value of part of WORK executed and for which tests prescribed, if any, are completed, after deductions on following accounts:
 - a) Cost of departmental issues proportionate to quantity used in WORK, measured and billed for, including wastage and losses.
 - b) Hire charges for OWNER'S Construction Equipment used till date of respective running bills.
 - c) Income Tax at prevailing rates.
 - d) Any other amount due from CONTRACTOR to OWNER
4. **FINAL PAYMENT**
Final Contract price based on WORK actually performed, will be paid after completion of work in all respects, issue of taking over certificate by OWNER, settlement of account of all departmental issues and reconciliation of its use/return, clearance of SITE and removal of Temporary Structures and debris and settlement of all pending claims on account of labour employment by CONTRACTOR at SITE as applicable, after adjustment for the following:
 - i) D e d u c t i o n of all previous payments made.
 - ii) Recovery of value of departmental supplies including penal recoveries if any.
 - iii) Recovery of hire charges for OWNER'S Construction Equipment made available for the WORK.
 - iv) Price Reduction for delay, if any.
 - v) Income Tax at prevailing rate.
 - vi) Any other amount due from CONTRACTOR to OWNER.
 - vii) TDS or GST (If applicable).

At the time of FINAL PAYMENT, CONTRACTOR shall submit, a Clearance Certificate from the OWNER/FEDO through the ENGINEER-IN-CHARGE of the WORK.

Name, Signature & Address
of BIDDER (or digitally signed)



SITE FACILITIES

Name of Work: Fabrication & supply of 1 no. self-propelled barge (excluding fabrication of bullets) for transportation of Liquefied ammonia gas (LAG)

NOT APPLICABLE

SCHEDULE-L

FORM OF BANK GAURANTEE FOR SECURITY DEPOSIT

(In Rs.500/- stamp paper)

NAME OF BANK & BRANCH ADDRESS

M/S. FERTILISERS AND CHEMICALS TRAVANCORE LIMITED (FACT)
UDYOGAMANDAL, KERALA - 683501

Sirs,

Guarantee No:
Amount of Guarantee – Rs.
Guarantee cover fromto
Last date for lodgment of claim:

This Deed of Guarantee executed by the(Name of Bank), constituted under the(Name of Act) having its Central Office at and amongst other places, a branch at (hereinafter referred to as the 'Bank') in favour of M/S FACT, UDYOGAMANDAL (hereinafter referred to as the 'Beneficiary'), for an amount not exceeding a Rs.-/- (Rupees only) at the request of (Hereinafter referred to as the 'Contractor').

This guarantee is issued subject to the condition that the liability of the Bank under this guarantee is limited to a maximum of Rs.....-/- (Rupees only) and guarantee shall remain in full force up to and cannot be invoked otherwise than by a written demand or claim under this Guarantee served on the Bank on or before (Last date of claim).

WHEREAS M/s Fertilizers and Chemicals, Travancore, Ltd, Udyogamandal P.O. Kerala (hereinafter referred to as the Company) has placed a Work Order No..... dtd.....with (Hereinafter called the Contractor) for the work- (Name of work) and whereas it is one of the conditions of the said work order that the contractor shall either remit a sum of Rs.....-/- (Rupees only) or furnish a bank guarantee for Rs.....-/- (Rupees only) as Security Deposit for the due fulfillment of the said work order by the said Contractor.

In consideration of the Company having agreed to accept a Bank guarantee from us towards such security deposit in lieu of the cash deposit in accordance with the terms and conditions of the above work order, we The(Name of Bank) the Bank (hereinafter referred to as the Bank) do hereby undertake to pay the Company merely on demand any sum or sums from time to time demanded by the Company up to a maximum of Rs.....-/- (Rupees only) being the amount of the security deposit against any loss or damage caused to or suffered by or would be caused to or suffered by the Company by reason of any breach by the said Contractor of any of the terms and conditions contained in the said WORK ORDER.

We, the said Bank, do hereby undertake to pay the amount so demanded by the Company without any demur merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of breach by the said contractor of any of the terms and conditions contained in the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the said contractor in any suit or proceedings pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and the said contractor shall have no claim against us for making such payment.

We,(Name of Bank) further agree that the guarantee herein contained shall remain in full



force and effect during the period that would be taken for the performance of the said contractor and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till the Company certified that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

We,(The Name of Bank) further agree with the said Company that they shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said contractor or to postpone for any time and from time to time any of the powers exercisable by it against the said contractor and either to enforce or forebear from enforcing any of the terms and conditions governing the said contract or securities available to the Company and the said Bank shall not be released from its liability under these presents by any exercise by the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the said contractor or any other forbearance act or omission on the part of the Company or any indulgence by the Company to the said contractor any other matter or thing whatsoever which under the law relating to sureties, but for this provision, have the effect of so relieving us.

This guarantee shall not be affected by any change in the constitution of the Bank or the Company or the said contractor not shall this guarantee be affected by the change in the constitution of the Company or the said contractor by absorption with any other body or corporation and this guarantee shall be available to or enforceable by such body or corporation.

Our guarantee shall remain in force until unless a claim or demand is made before the expiry of the above date all the Company's right under the guarantee shall be deemed as waived/ forfeited and we shall be relieved and discharged from all liabilities hereunder, notwithstanding anything contained herein before our liability under this guarantee shall limited to an amount not exceeding Rs...../- (Rupees only).

Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank addressed as aforesaid and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post and in proving such notices when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and certificate signed by an officer of the Company that the envelope was so posted, shall be conclusive.

Disputes, differences if any relating to or arising out of this Bank Guarantee shall be settled by courts having jurisdiction over Udyogamandal in Kerala State where the registered office of the Company is situated and no other court shall have jurisdiction in the matter.

We,(Name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous, consent of the Company in writing.

Dated this theday of Two Thousand and

For (Name of Bank)

Authorized Official Name
Designation

Place:
Date:

Full Address of the Branch issuing
This Guarantee.

RELEASE CERTIFICATE**PROFORMA FOR RELEASE CERTIFICATE**

KNOW ALL MEN BY THESE PRESENTS, THAT.....

..... (hereinafter referred to as CONTRACTOR), for and in consideration of the receipt of the sum of Rs. (Rupees only) by Contractor from FACT Limited, representing the final payment under Contract No. dated the.....day of.....20xx , between CONTRACTOR AND FACT, hereby releases and forever discharges FACT and the irrespective successors and assign and the property of either of them from all claims and demands whatsoever in any manner arising out of, or related to, said Contractor labour performed or material and equipment furnished by the contractor in connection with, or incidental to the construction of.....

..... For FACT at

In consideration of, and for the purpose of including FACT to make the aforesaid final payment, the Contractor hereby represents warrants and agrees that (1) all sums due or to become due all debts, accounts, damages, obligations, claims and demands of every nature and kind whatsoever in any manner arising out of, or related to, labour performed or materials and equipment furnished in connection with, or incidental to, said construction have been paid and satisfied, (2) there are no unsettled claims for injuries to, or death of any persons and damage to, or destruction of property in any manner arising out of, or related to, the aforesaid construction and (3) it shall indemnify and hold harmless FACT and the irrespective successors and assigns from and against any claims, demands ,liens, claims of lien, judgment, attachments and costs related here to in any manner, arising out of, or related to, the aforesaid construction.

The Contractor acknowledges, the guarantee purposes, that the date of acceptance of the work performed under Contract No.....is hereby established as20xx...

Whenever used in the within instrument of release and indemnity, the name FACT shall refer to THE FERTILISERS AND CHEMICALS TRAVANCORE LIMITED.



INWITNESS WHERE OF, Contractor has caused this instrument to be executed by its duly authorized officers this.....day of 20xx...

(CORPORATE SEAL)

WITNESS:

Name of Contractor

NAME:

SIGNATURE:

SIGNATURE:

TITLE:

TITLE:

PLACE:

DATE: