

GENERAL CONDITIONS OF CONTRACT [GCC] - [WORKS]

TABLE OF CONTENTS

GENERAL CONDITIONS OF CONTRACT

Sl.No.	Description
1.0	Definitions
2.0	Application
3.0	Interpretation of contract documents
4.0	Confidentiality
5.0	Contract performance bank guarantee
6.0	Inspections and tests
7.0	Transportation
8.0	Guarantee/ Warranty/ Defect Liability Period
9.0	Prices
10.0	Payment
11.0	Delays in the contractor's performance
12.0	Members of the owner not individually liable
13.0	Contractor's office and store at site
14.0	Contractor to indemnify the owner
15.0	Safety regulations
16.0	Other agencies at site
17.0	Liens
18.0	Contractor remains liable to pay compensation if action not taken delays in the contractor's performance
19.0	Termination for default
20.0	Termination for owner's convenience
21.1	Payment if the contract is terminated
22.0	No waiver of rights
23.0	Planning
24.0	Progress
25.0	Work in monsoon and dewatering
26.0	Work on Sunday(s) and Holiday(s)
27.0	Price reduction schedule (PRS)
28.0	Force majeure
29.0	Settlement of disputes
30.0	Limitation of liability
31.0	Governing language
32.0	Applicable law
33.0	Notices
34.0	Taxes, duties and levies
35.0	Statutory variation
36.0	Insurance
37.0	Damage to property or to any person or any third party
38.0	Date of coming into effect

39.0	Execution of work
40.0	Construction aids, equipment's, tools & tackles
41.0	Alterations in specifications, design and extra works
42.0	Owner may do part of work
43.0	Possession prior to completion
44.0	Suspension of works
45.0	Care of works
46.0	Replacement of defective parts and materials
47.0	Defence of suits
48.0	Deductions from the contract price
49.0	Completion certificate
50.0	Completion certificate documents
51.0	Final decision and final certificate
52.0	Certificate and payments on evidence of completion
53.0	Contractor's responsibility
54.0	Modification in contract
55.0	Right to get services carried out through other agencies
56.0	Sub-letting of contract
57.0	Employment liability of contractor
58.0	Compliance of laws
59.0	The engineer-in-charge
60.0	Repatriation and termination
61.0	Indemnity
62.0	Contractor's sub-ordinate staff and their conduct
63.0	Jurisdiction
64.0	Ownership
65.0	Change in constitution
66.0	Subcontracting
67.0	Building and other construction workers (BOCW), act 1996
68.0	Evaluation of performance
69.0	Annexures

ANNEXURES TO GCC

- 1) Annexure – 1: Format for CPBG
- 2) Annexure – 2: Format for E banking Mandate
- 3) Annexure – 3: Format for Indemnification to GGL
- 4) Annexure – 4: Format for Contract Agreement
- 5) Annexure – 5: Void
- 6) Annexure – 6: Format for No Claim Certificate
- 7) Annexure – 7: Format for submission of Indemnity Bond for supply of material (Free Issue Item) by Employer

General Conditions of Contract – WORKS / SERVICES

1.0 DEFINITIONS

1.1 All the initial capitalized terms used in the Agreement shall have the meaning as ascribed to such term hereunder:

- (a) **'Agreement' or 'Contract'** means the agreement entered into between the Owner / Owner and the Supplier, including all attachments and appendices thereto and all documents incorporated by reference therein, as modified, reinstated or amended from time to time.
- (b) **'Completion Schedule' or 'Delivery Schedule'** means a schedule approved by the Owner for completion of all obligations of the Supplier under the Agreement.
- (c) **'Consultant'** means the person or firm or body corporate appointed by the Owner for the purposes of providing services as determined by him in connection with this Agreement and named in SCC.
- (d) **'Contract Documents'** mean all the documents referred to in the Agreement for discharging the requisite obligations by respective party.
- (e) **'Contract Price'** means the price payable to the Supplier under the Contract for the full and proper performance of all its contractual obligations.
- (f) **'Day', 'Month' or 'Year'** means calendar day, calendar month or calendar year.
- (g) **'Engineer In-charge'** means an authorized representative of the Owner/ Owner, if any, to which the Owner / Owner has entrusted various tasks in relation to the carrying out of his Project and in particular the implementation of the relevant Agreement. The EIC is fully empowered to represent the Owner / Owner. For avoidance of doubt, Consultant may be an EIC. In case the Agreement does not specify the intervention by the EIC, the rights and obligations are exercised and borne by the Owner / Owner, mutatis mutandis.
- (h) **'Effective Date'** means a date on which Supplier's obligations will commence and thereupon Delivery Schedule and/or Completion Schedule will be drawn up.
- (i) **'Goods'** means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Owner / Owner under the Agreement.

- (j) **'GCC'** means the General Conditions of the Contract contained in this section.
- (k) **'Inspector'** means any person or outside Agency nominated by Owner / Owner to inspect equipment, stage wise as well as final, before dispatch, at Supplier's works and/or on receipt at Site as per terms of the Agreement.
- (l) **'Notification of Award'** means date which is earlier of either a Fax of Intent (FOI) or Letter of Intent (LOI) or Letter of Award (LOA) issued to a successful bidder for award of the work pursuant to bidding process.
- (m) **'Purchaser' /or 'Owner'** means the organization purchasing the Goods/services, as named in SCC.
- (n) **'Services' or 'Ancillary Services'** means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the scope of the Agreement.
- (o) **'Site' or 'Owner's stores'** means the place or places named in tender document.
- (p) **'SCC'** means the Special Conditions of the Contract (for execution) forming a part of the Contract Documents.
- (q) **'Supplier' or 'Seller' or 'Contractor'** means the individual person or firm or body corporate supplying the Goods and Ancillary Services under the Agreement.
- (r) 'Bid' or "Tender" shall have same meaning.

2.0 APPLICATION

2.1 GCC shall apply to the extent that they are not superseded by provisions of other parts of the Agreement.

3.0 INTERPRETATION OF CONTRACT DOCUMENTS

3.1 Notwithstanding the sub-divisions of the contract documents into separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT so far as it may be practicable to do so.

3.2 Where any portion of the General Condition of Contract is repugnant to or

at variance with any provisions of the Special Conditions of Contract then, unless a different intention appears the provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations, prevail.

3.3 Wherever it is mentioned in the specifications that the CONTRACTOR shall perform certain WORK or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the VALUE OF CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

3.4 The materials, design and workmanship shall satisfy the relevant INDIAN STANDARDS, the JOB SPECIFICATIONS contained herein and CODES referred to. Where the job specification stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.

4.0 CONFIDENTIALITY

4.1 The Contractor cannot, without agreement of the Owner, disclose nor enable third parties to benefit from the documents drawn up in the course of his obligations under the Agreement or information received from the Owner / Consultant / Engineer/ Inspector.

4.2 Further, Contractor is not allowed to publish copy or transmit to third parties the documents that are transmitted to him by Owner/ Consultant/ Engineer/ Inspector. The Owner/ Consultant retains the right to claim damages from the Contractor in the case where these documents have been used without such written consent.

4.3 However, these obligations do not apply to documents for which it can be demonstrated that

- Such documents were already public before these were communicated to the other party, or have become public since without any fault or negligence of the party concerned, or
- Such documents were already in its possession without having obtained them directly or indirectly from the other party, or
- Such documents were obtained from an independent source that had neither direct nor indirect secrecy commitment to the other party.

4.4 Regarding the application of this clause, the experts appointed by the Owner/ Engineer are not considered as third parties, and for this reason they have to respect, towards the Supplier, the same obligations as the

Owner in these matters.

4.5 Any document, other than the Agreement itself, enumerated in GCC shall remain the property of the Owner and shall be returned (all copies) to the Owner on completion of the Contractor's obligations under the Agreement, if so required by the Owner.

~~5.0 CONTRACT PERFORMANCE BANK GUARANTEE~~

~~5.1 Within 30 days of the award of work order, the successful bidder shall furnish to the purchaser the Contract Performance Bank Guarantee (CPBG) in the form as provided in the tender documents.~~

~~5.2 The CPBG shall be taken @ 5% of the annual order value (excluding taxes) of each order to be awarded.~~

~~5.3 The CPBG shall be released within 90 days after the expiry of defect liability period.~~

~~5.4 Failure of the successful bidder to comply with the requirements of this clause shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security.~~

~~5.5 In the event that completion of work is delayed beyond the scheduled completion date for any reason whatsoever the contractor shall have the validity of the CPBG suitably extended to cover the period of delay.~~

~~5.6 The proceeds of the CPBG shall be payable to the owner as compensation for any loss or damage resulting from the contractors failure to complete its obligations under the agreement.~~

~~5.7 The Contract Performance Guarantee shall be denominated in the currency of the Contract Agreement.~~

~~5.8 The Contract Performance Guarantee shall be submitted in the form of Bank Guarantee issued by a Scheduled / Nationalized Bank in India in the form provided in the bid documents.~~

~~5.9 Contractor shall submit a written request to the owner for release of CPBG on completion of performance obligations.~~

~~5.10 Please note the following:~~

- ~~Claim period 30 days more than the validity of the CPBG~~
- ~~Address of Bank (Issuing Branch as well as Lucknow Branch), Contact Person name (Issuing Branch as well as Lucknow Branch)~~
- ~~Telephone Numbers of contact persons of bank (Issuing Branch as well as Lucknow Branch)~~
- ~~Email address of contact persons of bank (Issuing Branch as well as Lucknow Branch)~~

5.11 ~~Format for submission of CPBG is attached at Annexure 1~~

6.0 INSPECTIONS AND TESTS

6.1 Please refer SCC

7.0 TRANSPORTATION

7.1 Transportation of all items covered in the scope of contractor, will be arranged by contractor at his own cost including insurance and storage. Contractor will also be responsible for taking delivery of material from Owner's store and Transportation to place of work including its coverage for transit insurance.

8.0 GUARANTEE/ WARRANTY/ DEFECT LIABILITY PERIOD

8.1 The Contractor warrants that the work carried out under the Agreement are meeting the requirement of the Bid document and will rectify/ repair any defective work on receipt of instructions from Owner/ Consultant.

8.2 The Owner shall promptly notify the Contractor in writing of any claims arising under this warranty.

8.3 Upon receipt of such notice, the Contractor shall, within a reasonable period, repair or replace the defective Goods or parts thereof, free of cost to the Owner. The Contractor may take over the replaced parts/ Goods at the time of their replacement. No claim whatsoever shall lie on the Owner for the replaced parts/ goods thereafter. **Defect liability period shall be 03 months from the end date of contract, as per certified by EIC.**

8.4 If the Contractor, having been notified, fails to remedy the defect(s) within a reasonable period, the Owner may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Owner may have against the Contractor under the Agreement.

9.0 PRICES

9.1 Prices charged by the contractor for supplies/works under the agreement

shall be on firm prices basis and not vary from the prices quoted by the contractor in its bid, with the exception of any price adjustments authorized as per tender document.

10.0 PAYMENT

- 10.1 Contractor shall submit his monthly bills to the respective Engineer-In-Charge, attaching all the required documentary proof confirming there upon that all statutory obligations as per rules are being observed. Undisputed payment shall be made to the contractor through Finance Department against Bills, duly certified by respective Engineer-In-Charge within 30 (Thirty) days, if found in order. No interest shall be paid in case of delay in payments. For payment terms, refer SCC.
- 10.2 Payment shall be released after applicable tax deductions at source as per rules & acts enforced during the tenancy of the contract.
- 10.3 Format for submission of E-banking details is attached at Annexure – 2.

11.0 DELAYS IN THE CONTRACTOR'S PERFORMANCE

- 11.1 Performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Owner in the Completion Schedule.
- 11.2 If the CONTRACTOR refuses or fails to execute the WORK or any separate part thereof with such diligence as will ensure its completion within the time specified in the CONTRACT or extension thereof or fails to perform any of his obligation under the CONTRACT or in any manner commits a breach of any of the provisions of the CONTRACT it shall be open to the OWNER at its option by written notice to the CONTRACTOR:
 - a. TO DETERMINE THE CONTRACT in which event the CONTRACT shall stand terminated and shall cease to be in force and effect on and from the date appointed by the OWNER on that behalf, whereupon the CONTRACTOR shall stop forthwith any of the CONTRACTOR's work then in progress, except such WORK as the OWNER may, in writing, require to be done to safeguard any property or WORK, or installations from damage, and the OWNER, for its part, may take over the work remaining unfinished by the CONTRACTOR and complete the same through a fresh contractor or by other means, at the risk and cost of the CONTRACTOR, and any of his sureties if any, shall be liable to the OWNER for any excess cost occasioned by such work having to be so taken over and completed by the OWNER over and above the cost at the rates specified in the schedule of quantities and rate/prices.

- b. WITHOUT DETERMINING THE CONTRACT to take over the work of the CONTRACTOR or any part thereof and complete the same through a fresh contractor or by other means at the risk and cost of the CONTRACTOR. The CONTRACTOR and any of his sureties are liable to the OWNER for any excess cost over and above the cost at the rates specified in the Schedule of Quantities/ rates, occasioned by such works having been taken over and completed by the OWNER.

11.3 In such events of above sub-clauses:

- a. The whole or part of the Contract Performance Security furnished by the CONTRACTOR is liable to be forfeited without prejudice to the right of the OWNER to recover from the CONTRACTOR the excess cost referred to in the sub clause aforesaid, the OWNER shall also have the right of taking possession and utilising in completing the works or any part thereof, such as materials equipment and plants available at work site belonging to the CONTRACTOR as may be necessary and the CONTRACTOR shall not be entitled for any compensation for use or damage to such materials, equipment and plant.
- b. The amount that may have become due to the CONTRACTOR on account of work already executed by him shall not be payable to him until after the expiry of Six (6) calendar months reckoned from the date of termination of CONTRACT or from the taking over of the WORK or part thereof by the OWNER as the case may be, during which period the responsibility for faulty materials or workmanship in respect of such work shall, under the CONTRACT, rest exclusively with the CONTRACTOR. This amount shall be subject to deduction of any amounts due from the CONTRACT to the OWNER under the terms of the CONTRACT authorised or required to be reserved or retained by the OWNER.

11.4 Before determining the CONTRACT provided in the judgement of the OWNER, the default or defaults committed by the CONTRACTOR is/are curable and can be cured by the CONTRACTOR if an opportunity given to him, then the OWNER may issue Notice in writing calling the CONTRACTOR to cure the default within such time specified in the Notice.

11.5 The OWNER shall also have the right to proceed or take action above, in the event that the CONTRACTOR becomes bankrupt, insolvent, compounds with his creditors, assigns the CONTRACT in favour of his creditors or any other person or persons, or being a company or a corporation goes into voluntary liquidation, provided that in the said events it shall not be necessary for the OWNER to give any prior notice to

the CONTRACTOR.

11.6 Termination of the CONTRACT as provided above shall not prejudice or affect their rights of the OWNER which may have accrued up to the date of such termination.

11.7 Except as provided under GCC or for the reasons solely attributable to the Owner, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC, unless an extension of time is agreed upon without the application of liquidated damages.

12.0 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE

12.1 No Director, or official or employee of the OWNER/ CONSULTANT shall in any way be personally bound or liable for the acts or obligations of the OWNER under the CONTRACT or answerable for any default or omission in the observance or performance of any of the acts, matters or things, which are herein contained

13.0 CONTRACTOR'S OFFICE AND STORE AT SITE

13.1 The CONTRACTOR shall provide and maintain an office at the site for the accommodation of his Engineer and staff and such office shall be open at all reasonable hours to receive instructions, notice or other communications.

13.2 The contractor shall provide and maintain stores at site with sufficient covered area and lock and key arrangement for receiving, proper stocking and issue / return of all material under this scope of work as defined in the tender document. Further, the contractor shall maintain proper documentation of stocks and receipt and issue of material and update the same on daily basis by deploying dedicated resources as specified by the EIC. The space so provided shall be in addition to and distinctly separate from the free-issue material by the purchaser for proper identification and verification of both type of stocks at any time.

14.0 CONTRACTOR TO INDEMNIFY THE OWNER

14.1 The contractor shall indemnify the Owner and every member, officer and employee of the Owner, also Engineer-In-Charge and his staff against all action, proceedings, claims, demands, costs and expenses whatsoever arising out of all action, proceedings, claims, demands, costs and expenses which may be made against the Owner for or in respect of or arising out of any failure by the contractor in the performance of his obligations under the contract. The Owner shall not be liable for or in respect of consequence

of any accident or injury to any workmen or other person in the employment of the contractor or his sub-contractor and contractor shall indemnify and keep the Owner indemnified against all such damages and compensations and against all claims, proceedings, claims, demands, costs and expenses whatsoever in respect thereof or in relation thereof.

- 14.2** If any action is brought before a Court, Tribunal or any other Authority against the Owner or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB-CONTRACTOR's, or in connection with any claim based on lawful demands of SUBCONTRACTOR's workmen, Contractors or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.
- 14.3** If Owner have to pay any money in respect of such claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be at liberty to dispute or question the right of the Owner to make such payments notwithstanding the same may have been made without the consent or authority or in law or otherwise to the contrary.
- 14.4** Format for submission of indemnification to GGL is attached at annexure - 3.

15.0 SAFETY REGULATIONS

- 15.1** In respect of all labour, directly or indirectly employed in the WORK for the performance of CONTRACTOR's part of this agreement, the CONTRACTOR shall at his own expense arrange for all the safety provisions as per safety codes and abide by all labour laws, fire and statutory regulations and keep the Owner indemnified in respect thereof.

16.0 OTHER AGENCIES AT SITE

- 16.1** The contractor shall have to execute the work in such place and conditions where other agencies will also be engaged for other works. No claim shall be entertained due to work being executed in the above circumstances.

17.0 LIENS

- 17.1** The OWNER shall have lien on all materials, equipment including those brought by the CONTRACTOR for the purpose of erection, testing and commissioning of the WORK.

17.2 If, at any time there should be evidence or any lien or claim for which the OWNER might have become liable and which is chargeable to the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the OWNER against such lien or claim and if such lien or claim be valid, the OWNER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR. If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the OWNER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. OWNER reserves the right to do the same

18.0 CONTRACTOR REMAINS LIABLE TO PAY COMPENSATION IF ACTION NOT TAKEN DELAYS IN THE CONTRACTOR'S PERFORMANCE

18.1 In any case in which become exercisable and the same had not been exercised, the non- exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the CONTRACTOR for which by any clause or clauses hereof he is declared any of the powers conferred upon the OWNER BY CLAUSE 0 thereof shall have liable to pay compensation amounting to the whole of his Contract Performance Security, and the liability of the CONTRACTOR for past and future compensation shall remain unaffected. In the event of the OWNER putting in force the power under above sub-clause vested in him under the preceding clause he may, if he so desired, take possession of all or any tools, and plants, materials and stores in or upon the works or the site thereof belonging to the CONTRACTOR or procured by him and intended to be used for the execution of the WORK or any part thereof paying or allowing for the same in account at the CONTRACT rates or in case of these not being applicable at current market rates to be certified by the ENGINEER-IN-CHARGE whose certificate thereof shall be final, otherwise the ENGINEER-IN-CHARGE may give notice in writing to the CONTRACTOR or his clerk of the works, foreman or other authorised agent, requiring him to remove such tools, plant, materials or stores from the premises (within a time to be specified in such notice), and in the event of the CONTRACTOR failing to comply with any such requisition, the ENGINEER-IN-CHARGE may remove them at the Contractor's expense or sell them by auction or private sale on account of the CONTRACTOR and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the ENGINEER-IN- CHARGE as to the expenses of any such removal and the amount of the proceeds and

expenses of any such sale shall be final and conclusive against the CONTRACTOR.

19.0 TERMINATION FOR DEFAULT

19.1 Save for the cases provided for in Clause, if the Contractor fails to fulfil any of his obligations, the Owner reserves the right, after simple summons to comply and without prejudice to any other measures provided for in the Contract Documents, to offset the Contractor's deficiency by substituting Contractor by another third party to the Contractor for the purpose of carrying out those obligations, at the Contractor's expense, risk and peril, or to terminate the Agreement without prejudice to the Owner's rights of receiving reparation for the resulting damage.

19.2 The Owner may terminate the Agreement when the Contractor's situation at any time after Notification of the Award is found to have become so precarious that there is every indication that he will not be able to fulfil his obligations. Such indications may be, for example, the Contractor's filing for bankruptcy or composition, or going into receivership or liquidation, or any similar procedures under applicable legislation.

20.0 TERMINATION FOR OWNER'S CONVENIENCE

20.1 The owner by written notice sent to the contractor may terminate the agreement in whole or in part at any time for its convenience. The notice of termination shall specify that termination is for the owners convenience, the extent to which performance of the contractor under the agreement is terminated, and the date upon which such termination becomes effective.

20.2 **The** Goods that are complete and ready for shipment / dispatch as on the date of contractor's receipt of notice of termination shall be accepted by the owner on the terms and prices of contract

21.0 PAYMENT IF THE CONTRACT IS TERMINATED

21.1 The CONTRACTOR will be further required to transfer the title and provide the following in the manner and as directed by the OWNER.

- a. Any and all completed works.
- b. Such partially completed WORK including drawings, information and CONTRACT rights as the CONTRACTOR has specially performed, produced or acquired for the performance of the CONTRACTOR.

22.0 NO WAIVER OF RIGHTS

22.1 Neither the inspection by the OWNER or any of their officials, employees, or agents nor any order by the OWNER for payment of money or any payment for or acceptance of the whole or any part of the Work by the OWNER nor any extension of time, nor any possession taken by OWNER

shall operate as a waiver of any provision of the CONTRACT, or of any power herein reserved to the OWNER, or any right to damages herein provided, nor shall any waiver of any breach in the CONTRACT be held to be a waiver of any other subsequent breach.

23.0 PLANNING

23.1 Unless otherwise stated in the Agreement, the Contractor shall furnish to Owner not later than fifteen (15) Days from date of Notification of Award the following:

A bar chart, or similar, including the network of activities if required on account of the complexity of the Agreement, showing the time-scale of the main steps in the carrying out of his obligations, and showing at least :

- The dates at which the Contractor has to supply the information's and documents stipulated by the award,
- The dates at which the main orders for materials and equipment (bought out items) must normally be placed, and the required Completion dates for these,
- The method by which the Goods and /or Services are carried out outside the Site so that the contractual time-limits can be met,

23.2 The organizational chart, with names, of the team in control of the studies and the carrying out of the work. The Contractor describes the liaisons between said team and his existing structure. Contractor will state the skills and experience of the personnel involved regarding similar projects. This organizational chart also shows the links with his sub-contractors.

23.3 This planning does not relieve the Contractor of any of its obligations including Completion Schedule.

23.4 The details of site office and site stores for stocking the material in his scope of work as well as the free issued material.

24.0 PROGRESS

24.1 The planning (bar chart or similar physical progress forecast and quantities of manpower) established as per Clause "PLANNING" shall be used as a reference to regularly monitor the progress of the Contractor's obligations. In particular, the latter requires furnishing to the Owner in principle monthly, the actual physical progress computed by the method referred to in GCC Clause "PLANNING".

24.2 The planning is to be updated regularly by the Contractor, and is reviewed when the Owner so requests, any time particular circumstances

significantly affect the elements that were taken into account when the planning was established.

24.3 If the work progress rate is deemed insufficient to meet the prescribed time-limits, the Owner will notify this to the Contractor and will demand that Contractor defines, in writing and within three (03) Working Days, the measures he intends to take in order to improve the rate of progress, which measures have to receive the prior approval of the Owner.

24.4 The Owner and/or Consultant reserve the right to have the progress of studies, procurement, work or any other contractual services monitored by any person of their choice, without this right in any way diluting the Contractor's obligations.

25.0 WORK IN MONSOON AND DEWATERING

25.1 Unless otherwise specified elsewhere in the tender, the execution of the WORK may entail working in the monsoon. The CONTRACTOR must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

25.2 During monsoon and other period, it shall be the responsibility of the CONTRACTOR to keep the construction work site free from water logging at his own cost.

26.0 WORK ON SUNDAYS AND HOLIDAYS

26.1 For carrying out Work on Sundays, and Holidays, the CONTRACTOR will approach the ENGINEER-INCHARGE or his representative at least two days in advance and obtain permission in writing. The CONTRACTOR shall observe all labour laws and other statutory rules and regulations in force. In case of any violations of such laws, rules and regulations, consequence if any, including the cost thereto shall be exclusively borne by the CONTRACTOR and the OWNER shall have no liability whatsoever on this account.

27.0 PRICE REDUCTION SCHEDULE (PRS)

27.1 Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the WORK within the Contractual Completion period, then, unless such failure is due to Force Majeure as defined herein or due to OWNER's defaults, the CONTRACTOR shall pay to the OWNER, by way of compensation for delay and not as penalty, a sum @ ½ % (Half Per Cent) of the order value of undelivered supply / uncompleted or delayed work per week of delay or part thereof subject to maximum of 5% (Five Per Cent) of the total contract value. The parties agree that this is a genuine pre estimate of the

loss/damage which will be suffered on account of delay/breach on the part of the CONTRACTOR and the said amount will be payable on demand without there being any proof of the actual loss or damages caused by such delay/breach. The decision of OWNER in regard to the actual delay shall be final and binding on the CONTRACTOR. The order value referred here is excluding taxes.

27.2 All sums payable by way of compensation shall be considered as reasonable compensation without reference to the actual loss or damage which shall have been sustained.

28.0 FORCE MAJEURE

28.1 For purposes of this clause, 'Force Majeure' means an event beyond the control of the Supplier or Owner and not involving the Supplier's fault or negligence and not foreseeable, all having impact on the performance of the respective obligations as detailed hereinafter. Such events may include, but are not restricted to:

- War, whether declared or not, civil war, unrest and revolution, piracy, terrorism, sabotage;
- Natural disasters such as tornadoes, earthquakes, tidal waves, floods, destruction by lightning, etc.
- Explosions, fires, destruction of machinery, plant and installations of any nature
- Arbitrary action, if any of the Government of India or a relevant State;
- Refusal by government authority of Government of India to grant the necessary permits needed to carry out the Agreement provided such refusal is not the result of the doing of the parties.
- Boycotts, strikes and lock-outs of any nature, disruptive, occupation of plant and premises, work stoppages occurring at the premises of the party requesting to be relieved of its liability, so long such cause is not effected by such party's controlled administration or employees.

28.2 Should any one or more of the events referred to in this clause occur, affecting the performance of the obligations of either of the parties, under the Agreement, such party shall notify to the other party the existence of a cause for force majeure as soon as it has knowledge of such event but not later than fifteen (15) Days from such date the event has arisen. The notification shall contain the details regarding the nature, starting date, presumed end date, as well as the estimated effects of the case of force majeure or other cause of force majeure on the obligations of the party which has incurred the event.

- 28.3** As soon as the cause for exoneration has ended, the party, the performance of which has been affected shall notify, in writing, to the other party the precise date of the end of the cause of force majeure and the extent, with justification, to which it has actually been affected in the performance of its obligations. It adds to this statement the necessary certificates issued by an authorized entity.
- 28.4** Any case of force majeure suspends the carrying out of the obligations affected. However, the party which claims force majeure shall show every diligence towards reducing as much as feasible the effects thereof. It is exonerated only for the minimum period, which may (in no event exceed the period of existence of the force majeure itself) have actually occurred as a result of the force majeure.
- 28.5** The parties may request that the Agreement be deemed cancelled if it's carrying out has become totally impossible.

29.0 SETTLEMENT OF DISPUTES

- 29.1** If any dispute or difference arising between the Parties in respect of or concerning or connected with the interpretation or implementation of this CONTRACT, or otherwise arising out of this CONTRACT, the parties hereto shall promptly and in good faith negotiate with a view to bring out and amicable resolution and settlement.
- 29.2** In the event, no amicable resolution or settlement is reached within a period of 30 days from the date on which dispute difference arose (in writing), such dispute or difference shall be settled by referring the same to Sole Arbitrator in accordance with the provisions of The Arbitration and Conciliation Act, 1996, or any other statutory modification/ amendment thereof.
- 29.3** GREEN GAS LIMITED will nominate three independent persons who can be the Sole Arbitrator and intimate the same to Vendor. The Vendor needs to choose one person from the said nominees as Sole Arbitrator. If Vendor fails to choose the arbitrator within thirty days from receipt of a nomination by GREEN GAS LIMITED, GREEN GAS LIMITED will have right to choose the Sole Arbitrator.
- 29.4** The arbitration proceedings shall be held in Lucknow and shall be conducted in the English language. The decision of such arbitration shall be binding and conclusive upon the Parties. The Parties to the arbitration shall equally share the costs and expenses of any such arbitration.
- 29.5** It is hereby clarified that the Courts at Lucknow alone shall have jurisdiction to try and entertain any and all suits or other proceedings in respect of, relating to or otherwise arising out of this Contract.

30.0 LIMITATION OF LIABILITY

30.1 Except in cases of willful negligence or willful misconduct, and in the case of infringement, the Supplier shall not be liable to the Owner, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits provided that this exclusion shall not apply to any obligation of the Supplier to pay Price Reduction to the Owner and the aggregate liability of the Supplier to the Owner, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

31.0 GOVERNING LANGUAGE

31.1 The Agreement shall be written in English language unless specified otherwise in the SCC. All correspondence and other documents pertaining to the Agreement which are exchanged by the parties shall be written in the same language. In case, any document/brochure etc. is written in any other language then its English translation shall govern.

31.2 Format for signing of contract agreement attached at annexure – 4.

32.0 APPLICABLE LAW

32.1 The Contract shall be governed and interpreted in accordance with the applicable laws of India.

33.0 NOTICES

33.1 Any notice given by one party to the other pursuant to this Agreement shall be sent to the other party in writing by registered mail or facsimile and confirmed in writing to the other party's address specified in the Agreement.

33.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

34.0 TAXES, DUTIES AND LEVIES

34.1 The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the payment of any and all Taxes, Duties now in force and hereafter increased, imposed or modified from time to time in respect of WORKS and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by any Central or State Government authorities which are imposed with respect to or covered by the wages, salaries, or other compensations paid to the persons employed by the CONTRACTOR and the CONTRACTOR shall be responsible for the compliance with all

obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the CONTRACTOR further agrees to comply, and to secure the compliance of all SUB-CONTRACTORS with all applicable Central, State, Municipal and local law and regulation, and requirement of any central, State or Local Government agency or authority. CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by CONTRACTOR or SUB-CONTRACTOR of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the OWNER arising under, growing out of, or by reason of the work provided for by this CONTRACT, by third parties, or by Central or State Government authority or any administrative sub-division thereof.

34.2 Owner shall make from contractor's bills such tax deductions as are required as per rules and regulations in force from time to time.

34.3 Imposition of any fresh statutory levy/ tax shall be considered by Owner against documentary evidence up to the contractual completion period only on finished products.

35.0 STATUTORY VARIATION

35.1 Any statutory variation in GST within the contractual delivery period of lot/work shall be in Owner's account subject to the documentary evidence to be furnished by the supplier/contractor. Any benefit due to decrease in the taxes and duties shall be pass on to the owner. Any variation in taxes and duties after contractual delivery period shall be in Suppliers/contractors account.

36.0 INSURANCE

36.1 GENERAL

CONTRACTOR shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the OWNER as follows:

CONTRACTOR at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the WORKS in progress from time to time and the interest of OWNER against all risks as detailed herein. The form and the limit of such insurance, as defined here in together with the under works thereof in each case should be as acceptable to the OWNER. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of CONTRACT shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under

CONTRACT.

Any loss or damage to the work/ material, during transportation, storage, erection and completion of work till such time the WORK is taken over by OWNER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the OWNER with a copy of all insurance policies and documents taken out by him in pursuance of the CONTRACT. Such copies of document shall be submitted to the OWNER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the OWNER at least thirty days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

All costs on account of insurance liabilities covered under CONTRACT will be to CONTRACTOR's account and will be included in VALUE OF CONTRACT. However, the OWNER may from time to time, during the currency of the CONTRACT, ask the CONTRACTOR in writing to limit the insurance coverage risk and in such a case, the parties to the CONTRACT will agree for a mutual settlement, for reduction in VALUE OF CONTRACT to the extent of reduced premium amounts.

CONTRACTOR as far as possible shall cover insurance with Indian Insurance Companies.

(a) EMPLOYEES STATE INSURANCE ACT:

The CONTRACTOR agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act 1948 and the CONTRACTOR further agrees to defend, indemnify and hold OWNER harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by CONTRACTOR or SUB-CONTRACTOR of the Employees' State Insurance Act, 1948, and also from all claims, suits or proceeding that may be brought against the OWNER arising under, growing out of or by reasons of the work provided for by this CONTRACTOR, by third parties or by Central or State Government authority or any political sub- division thereof.

The CONTRACTOR agrees to fill in with the Employee's State Insurance Corporation, the Declaration Forms, and all forms which may be required in respect of the CONTRACTOR's or SUB-CONTRACTOR's employees, who are employed in the WORK

provided for or those covered by ESI from time to time under the Agreement. The CONTRACTOR shall deduct and secure the agreement of the SUB- CONTRACTOR to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the Employee's Contribution Card at wages payment intervals. The CONTRACTOR shall remit and secure the agreement of SUB- CONTRACTOR to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act. The CONTRACTOR agrees to maintain all cards and Records as required under the Act in respect of employees and payments and the CONTRACTOR shall secure the agreement of the SUBCONTRACTOR to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the CONTRACTOR's or SUB-CONTRACTOR's account.

The OWNER shall retain such sum as may be necessary from the total VALUE OF CONTRACT until the CONTRACTOR shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid. This will be pending on the CONTRACTOR when the ESI Act is extended to the place of work.

(b) WORKMEN COMPENSATION AND OWNER'S LIABILITY INSURANCE:

Workmen Compensation and Owner's Liability Insurance shall be taken by the CONTRACTOR at its own cost covering all its employees who are engaged in the performance of this CONTRACT. If any of the work is sublet, the CONTRACTOR shall require the SUB-CONTRACTOR to provide workman's Compensation and Owner's liability insurance for the latter's employees if such employees are not covered under the CONTRACTOR's Insurance.

The policy shall indicate:

1. Contract No./ Work Order no.
2. Complete scope of work
3. Site/ location details
4. Details of workmen to be insured
5. Validity period of the insurance coverage

(c) TRANSIT INSURANCE

Open transit policy of all items to be transported by the CONTRACTOR to the SITE of WORK, shall be taken by the CONTRACTOR and monthly declaration of the materials to be transported or transported to be declared to the insurance agency. This will include the materials to be supplied by the CONTRACTOR to GGL site and or any free issue materials issued by GGL, to be transported to site for execution of work. The cost of transit insurance should be borne by the CONTRACTOR and the quoted price shall be inclusive of this cost.

(d) CONTRACTOR'S ALL RISK INSURANCE POLICY (CAR)

The contractor shall take all risk insurance policy at its own cost to cover physical loss or damage to the works at the site occurring prior to acceptance of work or part thereof taken over by the owner at its sole discretion with an extended maintenance coverage for the contractor's liability including Third Party Liability in respect of any loss or damage during the warranty period. Endorsements to the policy shall include coverage for faulty workmanship and materials.

Contractor will be required to take insurance coverage of minimum 1.5 times the order value to cover the cost of free issue material/items issued by the Owner and the cost of materials being procured by the CONTRACTOR.

The policy shall indicate:

1. Contract No./ Work Order no.
2. Complete scope of work
3. Site/ location details
4. Type of risks covered
5. Validity period of the insurance coverage

The contractor shall take all risk insurance policy at its own cost to cover physical loss or damage to the works at the site occurring prior to acceptance of work or part thereof taken over by the owner at its sole discretion with an extended maintenance coverage for the contractor's liability in respect of any loss or damage during the warranty period. Endorsements to the policy shall include coverage for faulty workmanship and materials.

The policy shall indicate complete scope of work, site, location details of work, type of risks covered and validity of the insurance

(e) ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY OWNER:

CONTRACTOR shall also carry and maintain any and all other insurance(s), which he may be required under any law or regulation from time to time without any extra cost to OWNER. He shall also carry and maintain any other insurance which may be required by the OWNER

37.0 DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY

37.1 CONTRACTOR shall be responsible for making good to the satisfaction of the OWNER any loss or any damage to structures and properties belonging to the OWNER or being executed or procured or being procured by the OWNER or of other agencies within in the premises of all the work of the OWNER, if such loss or damage is due to fault and/or the negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representatives or SUB- CONTRACTORS.

37.2 The CONTRACTOR shall take sufficient care in moving his plants, equipment and materials from one place to another so that they do not cause any damage to any person or to the property of the OWNER or any third party including overhead and underground cables and in the event of any damage resulting to the property of the OWNER or of a third party during the movement of the aforesaid plant, equipment or materials the cost of such damages including eventual loss of production, operation or services in any plant or establishment as estimated by the OWNER or ascertained or demanded by the third party shall be borne by the CONTRACTOR. Third party liability risk shall be Rupees One Lakh for a single accident and limited to Rupees Ten Lakhs.

37.3 The CONTRACTOR shall indemnify and keeps the OWNER harmless of all claims for damages to property other than OWNER's property arising under or by reason of this agreement, if such claims result from the fault and/or negligence or wilful acts or omission of the CONTRACTOR, his employees, agents, representative of SUB-CONTRACTOR.

38.0 DATE OF COMING INTO EFFECT

The date of coming into effect shall be the date of Notification of Award issued by the Owner.

39.0 EXECUTION OF WORK

39.1 The CONTRACTOR shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workmanlike manner with the quality of material and workmanship in strict

accordance with the SPECIFICATIONS and to the entire satisfaction of the ENGINEER- IN-CHARGE. The CONTRACTOR shall provide all necessary materials equipment labour etc. for execution and maintenance of WORK till completion unless otherwise mentioned in the CONTRACT.

40.0 CONSTRUCTION AIDS, EQUIPMENTS, TOOLS & TACKLES

40.1 CONTRACTOR shall be solely responsible for making available for executing the WORK, all requisite CONSTRUCTION EQUIPMENTS, Special Aids, Barges, Cranes and the like, all Tools, Tackles and Testing Equipment and Appliances, including imports of such equipment etc. as required. In case of import of the same the rates applicable for levying of Custom Duty on such Equipment, Tools, & Tackles and the duty drawback applicable thereon shall be ascertained by the CONTRACTOR from the concerned authorities of Government of India. It shall be clearly understood that OWNER shall not in any way be responsible for arranging to obtain Custom Clearance and/or payment of any duties and/or duty draw backs etc. for such equipment so imported by the CONTRACTOR and the CONTRACTOR shall be fully responsible for all taxes, duties and documentation with regard to the same. Bidder in his own interest may contact, for any clarifications in the matter, concerned agencies/Dept./Ministries of Govt. of India. All clarifications so obtained and interpretations thereof shall be solely the responsibility of the CONTRACTOR.

41.0 ALTERATIONS IN SPECIFICATIONS, DESIGN AND EXTRA WORKS

41.1 The WORK covered under this CONTRACT having to be executed by the CONTRACTOR on a lump sum firm price. The OWNER will not accept any proposals for changes in VALUE OF CONTRACT or extension in time on account of any such changes which may arise to the CONTRACTOR's scope of WORK as a result of detailed Engineering and thereafter during the execution of WORK. The only exception to this will be a case where the OWNER requests in writing to the CONTRACTOR to upgrade the SPECIFICATIONS or the size of any major pieces of equipment, plant or machinery beyond what is normally required to meet the scope of WORK as defined in the CONTRACT DOCUMENT.

41.2 In such cases, a change order will be initialled by the CONTRACTOR at the appropriate time for the OWNER's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

42.0 OWNER MAY DO PART OF WORK

42.1 Upon failure of the CONTRACTOR to comply with any instructions given in

accordance with the provisions of this CONTRACT the OWNER has the alternative right, instead of assuming charge of entire WORK, to place additional labour force, tools, equipment and materials on such parts of the WORK, as the OWNER may designate or also engage another CONTRACTOR to carry out the WORK. In such cases, the OWNER shall deduct from the amount which otherwise might become due to the CONTRACTOR, the cost of such work and material with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the CONTRACTOR, the CONTRACTOR shall pay the difference to the OWNER.

43.0 POSSESSION PRIOR TO COMPLETION

43.1 The ENGINEER-IN-CHARGE shall have the right to take possession of or use any completed or partially completed WORK or part of the WORK. Such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the CONTRACT agreement. If such prior possession or use by the ENGINEER-IN-CHARGE delays the progress of WORK, equitable adjustment in the time of completion will be made and the CONTRACT agreement shall be deemed to be modified accordingly.

44.0 SUSPENSION OF WORKS

44.1 Subject to the provisions of sub-para (ii) of this clause, the CONTRACTOR shall, if ordered in writing by the ENGINEER-IN-CHARGE, or his representative, temporarily suspend the WORKS or any part thereof for such written order, proceed with the WORK therein ordered to be suspended until, he shall have received a written order to proceed therewith. The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of the WORKS aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the WORKS as aforesaid will be granted to the CONTRACTOR should he apply for the same provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR

44.2 In case of suspensions of entire WORK, ordered in writing by ENGINEER-IN-CHARGE, for a period of more than two months, the CONTRACTOR shall have the option to terminate the CONTRACT.

45.0 CARE OF WORKS

45.1 From the commencement to completion of the WORK, the CONTRACTOR shall take full responsibility for the care for all works including all temporary works and in case any damages, loss or injury shall happen to the WORK or to any part thereof or to any temporary works from any cause whatsoever, shall at his own cost repair and make good the same so

that at completion the WORK shall be in good order and in conformity in every respects with the requirement of the CONTRACT and the ENGINEERIN- CHARGE's instructions

45.2 Defects prior to taking over:

If at any time, before the WORK is taken over, the ENGINEER-IN-CHARGE shall:

- Decide that any works done or materials used by the CONTRACTOR or by any SUBCONTRACTOR is defective or not in accordance with the CONTRACT, or that the works or any portion thereof are defective, or do not fulfil the requirements of CONTRACT (all such matters being hereinafter, called `Defects' in this clause), and
- As soon as reasonably practicable, gives to the CONTRACTOR notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the CONTRACTOR shall at his own expenses and with all speed make good the defects so specified.

In case CONTRACTOR shall fail to do so, the OWNER may take, at the cost of the CONTRACTOR, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the OWNER will be recovered from the amount due to the CONTRACTOR. The decision of the ENGINEER-IN-CHARGE with regard to the amount to be recovered from the CONTRACTOR will be final and binding on the CONTRACTOR. As soon as the WORK has been completed in accordance with the CONTRACT (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in tender document and have passed the tests on completion, the ENGINEER-IN-CHARGE shall issue a certificate (hereinafter called Completion Certificate) in which he shall certify the date on which the WORK have been so completed and have passed the said tests and the OWNER shall be deemed to have taken over the WORK on the date so certified. If the WORK has been divided into various groups in the CONTRACT, the OWNER shall be entitled to take over any group or groups before the other or others and there upon the ENGINEER-IN-CHARGE shall issue a Completion Certificate which will, however, be for such group or groups so taken over only. In such an event if the group /section/ part so taken over is related, to the integrated system of the work, not with -standing date of grant of Completion Certificate for group/ section/ part. The period of liability in respect of such group/ section/ part shall extend 3 months from the date of completion of WORK.

45.3 Defects after taking over:

In order that the CONTRACTOR could obtain a COMPLETION CERTIFICATE he shall make good, with all possible speed, any defect arising from the defective materials supplied by the CONTRACTOR or workmanship or any act or omission of the CONTRACT or that may have been noticed or developed, after the works or groups of the works has been taken over, the period allowed for carrying out such WORK will be normally Twelve months. If any defect be not remedied within a reasonable time, the OWNER may proceed to do the WORK at CONTRACTOR's risk and expense and deduct from the final bill such amount as may be decided by the OWNER.

If by reason of any default on the part of the CONTRACTOR a COMPLETION CERTIFICATE has not been issued in respect of any portion of the WORK within one month after the date fixed by the CONTRACT for the completion of the WORK, the OWNER shall be at liberty to use the WORK or any portion thereof in respect of which a completion certificate has not been issued, provided that the WORK or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completing these works for the issue of Completion Certificate.

46.0 REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

46.1 If during the progress of the WORK, OWNER shall decide and inform in writing to the CONTRACTOR, that the CONTRACTOR has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified, the CONTRACTOR on receiving details of such defects or deficiencies shall at his own expenses within 7 (seven) days of his receiving the notice, or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, re-construct or remove such work and furnish fresh equipment up to the standards of the specifications. In case the CONTRACTOR fails to do so, OWNER may on giving the CONTRACTOR 7 (seven) days' notice in writing of his intentions to do so, proceed to remove the portion of the WORK so complained of and at the cost of CONTRACTOR's, perform all such works or furnish all such equipment provided that nothing in the clause shall be deemed to deprive the OWNER of or affect any rights under the CONTRACT, the OWNER may otherwise have in respect of such defects and deficiencies.

46.2 The CONTRACTOR's full and extreme liability under this clause shall be satisfied by the payments to the OWNER of the extra cost, of such replacements procured including erection/installation as provided for in the CONTRACT; such extra cost being the ascertained difference between

the price paid by the OWNER for such replacements and the CONTRACT price portion for such defective plants and repayments of any sum paid by the OWNER to the CONTRACTOR in respect of such defective plant. Should the OWNER not so replace the defective plant the CONTRACTOR's extreme liability under this clause shall be limited to the repayment of all such sums paid by the OWNER under the CONTRACT for such defective plant.

47.0 DEFENCE OF SUITS

47.1 If any action is brought before a Court, Tribunal or any other Authority against the Owner or an officer or agent of the OWNER, for the failure, omission or neglect on the part of the CONTRACTOR to perform any acts, matters, covenants or things under the CONTRACT, or damage or injury caused by the alleged omission or negligence on the part of the CONTRACTOR, his agents, representatives or his SUB-CONTRACTOR's, or in connection with any claim based on lawful demands of SUBCONTRACTOR's workmen or employees, the CONTRACTOR, shall in such cases indemnify and keep the OWNER and/or their representatives harmless from all losses, damages, expenses or decrees arising out of such action.

48.0 DEDUCTIONS FROM THE CONTRACT PRICE

48.1 All costs, damages or expenses which OWNER may have paid or incurred, which under the provisions of the CONTRACT, the CONTRACTOR is liable/will be liable, will be claimed by the OWNER. All such claims shall be billed by the OWNER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding bills and if not paid by the CONTRACTOR within the said period, the OWNER may, then, deduct the amount from any moneys due i.e., Contract Performance Security or becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

49.0 COMPLETION CERTIFICATE

49.1 Application for completion certificate:

When the CONTRACTOR fulfils his obligation under Clause 45.1 he shall be eligible to apply for COMPLETION CERTIFICATE.

The ENGINEER-IN-CHARGE shall normally issue to the CONTRACTOR the COMPLETION CERTIFICATE within one month after receiving any application therefore from the CONTRACTOR after verifying from the completion documents and satisfying himself that the WORK has been completed in accordance with and as set out in the construction and

erection drawings, and the CONTRACT DOCUMENTS.

The CONTRACTOR, after obtaining the COMPLETION CERTIFICATE, is eligible to present the final bill for the WORK executed by him under the terms of CONTRACT.

49.2 Completion certificate:

Within one month of the completion of the WORK in all respects, the CONTRACTOR shall be furnished with a certificate by the ENGINEER-IN-CHARGE of such completion, but no certificate shall be given nor shall the WORK be deemed to have been executed until all scaffolding, surplus materials and rubbish is cleared off the SITE completely nor until the WORK shall have been measured by the ENGINEER-IN-CHARGE whose measurement shall be binding and conclusive. The WORKS will not be considered as complete and taken over by the OWNER, until all the temporary works, labour and staff colonies are cleared to the satisfaction of the ENGINEER-IN-CHARGE.

If the CONTRACTOR fails to comply with the requirements of this clause on or before the date fixed for the completion of the WORK, the ENGINEER-IN-CHARGE may at the expense of the CONTRACTOR remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit and clean off such dirt as aforesaid, and the CONTRACTOR shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.

49.3 Void.

49.4 Format for No Claim Certificate is attached at annexure – 6.

50.0 COMPLETION CERTIFICATE DOCUMENTS:

50.1 For the purpose of Clause 49.2 the following documents will be deemed to form the completion documents:

- i. The technical documents according to which the WORK was carried out.
- ii. Four (4) sets of construction drawings showing therein the modification and correction made during the course of execution and signed by the ENGINEER-IN-CHARGE and 1 soft copy (Non-editable)
- iii. Certificates of tests performed for various WORKS.
- iv. Material Reconciliation Statement for the materials issued by the OWNER for the WORK and list of surplus materials returned to the OWNER's store duly supported by necessary documents.

51.0 FINAL DECISION AND FINAL CERTIFICATE

51.1 Upon expiry of the period of liability and subject to the ENGINEER-IN-CHARGE being satisfied that the WORKS have been duly completed by the CONTRACTOR and that the CONTRACTOR has in all respect duly made-up any subsidence and performed all his obligations under the CONTRACT, the ENGINEER-IN-CHARGE shall (without prejudice to the rights of the OWNER to retain the provisions of relevant Clause hereof) otherwise give a certificate herein referred to as the FINAL CERTIFICATE to that effect and the CONTRACTOR shall not be considered to have fulfilled the whole of his obligations under CONTRACT until FINAL CERTIFICATE shall have been given by the ENGINEER-IN- CHARGE notwithstanding any previous entry upon the WORK and taking possession, working or using of the same or any part thereof by the OWNER.

52.0 CERTIFICATE AND PAYMENTS ON EVIDENCE OF COMPLETION

52.1 Except the FINAL CERTIFICATE, no other certificates or payments against a certificate or on general account shall be taken to be an admission by the OWNER of the due performance of the CONTRACT or any part thereof or of occupancy or validity of any claim by the CONTRACTOR.

53.0 CONTRACTOR'S RESPONSIBILITY

53.1 The contractor shall depute his supervisor for supervision of the services, as per the scope of services mentioned and to receive instructions from Engineer-In-Charge or his representative.

53.2 Contractor shall make the salary payment to his personnel on or before 7th of every month and provide acknowledgement of salary slip by his personnel to the Owner. In case of default by the contractor, Owner will hold the release of contractor's payment till the contractor makes the payment of salary to his personnel or Owner may take suitable action at the risk & cost of Contractor.

53.3 Accommodation/ Transportation/ Conveyance/ Medical: The Contractor shall make his own arrangement for the accommodation & medical assistance to his personnel at respective locations and subsequent transportation / conveyance arrangement for them from their place of residence to work place or any other place as required and Owner shall have no obligation in this respect. The Owner shall not be responsible for providing any medical assistance to the contractor personnel.

53.4 Discipline: The Contractor shall be responsible for the discipline and good behaviour of all his personnel deployed in the services and should any complaint be received against any of his employee, he shall arrange to replace such person(s) within 24 hours of notice issued by the Engineer-in-Charge at his own cost. The decision of the Engineer-in-Charge in this

matter shall be final and binding on the Contractor.

53.5 Gate pass/ Identity Card/ Uniform: The Contractor shall arrange for the gate pass, uniforms & requirement of supply/ renewal of identity cards to his workforce as per design to be approved by OWNER at his own cost, if so required by OWNER for security or for any other reasons. Contractor's personnel shall be required to carry their respective Identity Cards while on duty and produce on demand.

54.0 MODIFICATION IN CONTRACT

54.1 All modifications leading to changes in the Contract with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by Owner by issuing amendment to the Contract. Issuance of acceptance or otherwise in such cases, shall not be any ground for extension of agreed completion date and also shall not affect the performance of contract in any manner except to the extent mutually agreed through a modification of Contract.

54.2 Owner shall not be bound by any printed conditions or provisions in the Contractor's Bid Forms or acknowledgment of Contract, invoices, packing list or any other documents, which imposes any conditions at variance with or supplemental to Contract.

55.0 RIGHT TO GET SERVICES CARRIED OUT THROUGH OTHER AGENCIES

55.1 Nothing contained herein shall restrict OWNER from accepting similar services from other agencies at its sole discretion and at the risk and cost of the contractor, if the contractor fails to provide the said services any time not up to the satisfaction of Engineer-in-Charge.

56.0 SUB-LETTING OF CONTRACT

56.1 No part of this contract, nor any share or interest therein, in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly, to any person / firm or organization by the contractor without written consent of Owner.

57.0 EMPLOYMENT LIABILITY OF CONTRACTOR

57.1 The Contractor shall indemnify Owner & shall be solely and exclusively responsible for any liability arising due to any difference or dispute between him and his employee / Third Party for the execution of this contract at any time during / after the contract period is over. All workmen engaged by the contractor shall be on his roll and be paid by him and Owner shall have no responsibility towards them.

- 57.2** The Contractor shall be directly responsible and indemnify the Owner against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.
- 57.3** The Contractor shall indemnify the Owner against all losses or damages caused to it on account of acts of the personnel deployed by the contractor.
- 57.4** The Contractor shall ensure regular and effective supervision of the personnel deployed by him.

58.0 COMPLIANCE OF LAWS

- 58.1** The contractor deploying contract labour shall obtain license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.
- 58.2** The contractor (which shall include the contracting firm / company) shall be solely liable to obtain and to abide by all necessary licenses from the concerned authorities as provided under the various Labour Laws / legislations including labour license from the competent authority under the Contract Labour (“Regulation & Abolition”) Act 1970 and Acts made thereafter.
- 58.3** The Contractor shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour (“Regulation & Abolition”) Act 1970, Minimum Wages Act 1948, payment of wages Act 1936, Workmen’s Compensation Act 1923 and other relevant Acts, Rules & Regulations in force from time to time.
- 58.4** The Contractor shall be responsible for necessary contributions towards PF, Family Pension, ESIC or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and of personnel deployed by the contractor for rendering services to Owner and shall deposit the required amount with the concerned statutory authorities on or before due dates. The contractor shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the Owner’s contribution to the Provident Fund. The contractor shall also be responsible for payment of any administration / inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of Owner.
- 58.5** The Contractor shall not engage / deploy any person of less than 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit.

58.6 The installations where job is to be carried out are live and have hydrocarbon environment. Contractor shall comply with all safety and security rules and regulations and other rules laid down by Owner for its operation. Contractor shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the Contractor to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel.

58.7 Personnel protective items like safety helmets, shoes, hand gloves, eye protection, cotton working overalls / dresses (not synthetic materials) and other required materials for the safety of the contractor's personnel shall be arranged by the contractor himself. However fire fighting equipment shall be arranged by Owner.

58.8 The Contractor shall arrange for life insurance for all his personnel deployed on the job as per the relevant Acts, rules and regulations, etc. In case by virtue of provisions of Workers Compensation Act, 1923 or any other law in force, Owner has to pay compensation for a workman employed by the Contractor due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the Contractor and/or security deposit with Owner.

59.0 THE ENGINEER-IN-CHARGE

59.1 Issue the contractor from time to time during the running of the Contract such further instructions as shall be necessary for the purpose of proper and adequate execution of the Contract and the Contractor shall carry out and bound by the same.

59.2 During the currency of this Contract, owner can increase and / or decrease the number of the services required & quantity of work /services shown in from the Schedule of Rates.

59.3 Order the Contractor to remove or replace any workmen whom the owner considers incompetent or unsuitable and opinion of the Owner's representative as to the competence of any workman engaged by the contractor shall be final and binding on the Contractor. Key personnel can be deployed at site only after getting approval from the Owner/ EIC.

60.0 REPATRIATION AND TERMINATION

60.1 OWNER shall reserve the right, at any time during the currency of the contract without assigning any reason thereof to terminate it by giving 30 days' notice to contractor, and upon expiry of such notice period the contractor shall vacate the site / office provided to him by Owner immediately.

60.2 Goods procured by the Contractor, but not utilised till date of termination will be the responsibility of the Contractor and no claim will be entertained by the Owner for the same.

60.3 Also Owner will not be responsible for any cost incurred by the Contractor including but not limited to repatriation of the workers, lease amount deposit for accommodation provided to the workers, etc. In case Owner has to incur expenses due to the same, the same shall be recovered from the dues payable to the contractor and / or security deposit held with OWNER.

61.0 INDEMNITY

61.1 Contractor shall exclusively be liable for non-compliance of the provisions of any act, laws rules and regulations having bearing over engagement of workers directly or indirectly for execution of Contract and the Contractor hereby undertake to indemnify the Owner against all actions, suits, proceedings, claims, damages demands, losses, etc. which may arise under Minimum Wages Act 1948, payment of wages Act 1936, Workmen's Compensation Act 1923, Personnel Injury (Compensation Insurance) Act, ESI Act, Fatal accident Act, Industrial Dispute Act, Shops and Establishment Act, Employees Provident Fund Act, Family Pension and deposit Linked Insurance schemes or any other act or statutes not herein specifically mentioned but having direct or indirect application for the persons engaged under this contract.

62.0 CONTRACTOR'S SUB-ORDINATE STAFF AND THEIR CONDUCT

62.1 Contractor, on or after award of the Contract shall Name and Depute a qualified engineer having sufficient experience in carrying out work of similar nature, to whom the equipment, materials, if any, shall be issued and instructions for works given. The Contractor shall also provide to the satisfaction of the Engineer-In-Charge. sufficient and qualified staff to superintend the execution of the Contract, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the Contract in such manner as will ensure work of the best quality, expeditious working. Whenever in the opinion of the Engineer-In- Charge additional properly qualified supervisory staff is considered necessary, they shall be employed by the Contractor without additional charge on accounts thereof.

62.2 If and whenever any of the Contractor's assistants, foremen, or other employees shall in the opinion of Engineer -in- Charge be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties of that in the opinion of the Owner or the Engineer-In-Charge, it is undesirable for administrative or any other

reason for such person or persons to be employed in the works, the Contractor, is so directed by the Engineer-In-Charge, shall at once remove such person or persons from employment thereon. Any person or persons so removed from the works shall not again be employed in connection with the Contract without the written permission of the Engineer-In-Charge. Any person so removed from the Contract shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute. Should the Contractor be requested to repatriate any person removed from the works he shall do so and shall bear all costs in connection herewith.

62.3 The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen, and others, and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighbourhood and in the event of such employee so trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequent claims or actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability to Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of Contract.

62.4 The Contractor shall be liable for all acts or omissions on the part of his personnel, staff, foremen and workmen / labour and others in his employment, including misfeasance or negligence of whatever kind in the course of their work or during their employment, which are connected directly or indirectly with the Contract.

63.0 JURISDICTION

63.1 The contract shall be governed by and constructed according to the laws in force in Lucknow.

64.0 OWNERSHIP

64.1 Ownership of goods/ supplier by the domestic Seller will transfer to Owner on receipt of Goods at GGL store.

65.0 CHANGE IN CONSTITUTION

65.1 Where the CONTRACTOR is a partnership firm, the prior approval of the OWNER shall be obtained in writing, before any change is made in the constitution of the firm. Where the CONTRACTOR is an individual or a

Hindu undivided family business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under, the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR. In either case if prior approval as aforesaid is not obtained, the CONTRACT shall be deemed to have been allotted in contravention of clause 12 hereof and the same action may be taken and the same consequence shall ensure as provided in the said clause.

66.0 SUBCONTRACTING

66.1 The Contractor shall notify the Owner in writing of all subcontracts awarded under this Agreement if not already notified in the Contractor's bid and incorporated in the Agreement. Such notification and incorporation shall not relieve the Contractor from any liability or obligation under the Agreement. Such sub-contract shall be limited to certain bought-out items and sub- assemblies, which are not in line of Contractor's manufacturing or proposed manufacturing unit of authorized Contractor.

66.2 Such purchased and subcontracted items shall have to be necessarily in full compliance with the terms and conditions of the Agreement and do not relieve the Contractor of any of his contractual obligations. The Contractor shall be solely responsible for any action, deficiency or negligence of his sub-contractors.

66.3 In the event where the warranty agreed between the Contractor and his sub-Contractors exceeds in scope or in period those required under the Agreement, the Contractor undertakes to make the Owner the full and direct beneficiary of such warranty.

67.0 BUILDING AND OTHER CONSTRUCTION WORKERS (BOCW), ACT 1996

67.1 Applicability – the said act is applicable to every establishment which employs or had employed on any day often preceding twelve months, 10 or more building workers in any 'Building or other construction work'. Building or other construction work means the construction, repairs, maintenance or demolition of or in relation to building, streets, roads, railways, tramways, airfields, drainages, embankment, transmission and distribution of power, water works, oil and gas installations, pipeline etc. (refer section 2(d) of the act). It does not include any building and other construction work to which the factory act 1948 and the mines act 1952 is applicable.

68.0 EVALUATION OF PERFORMANCE

- 68.1 Performance of the contract awarded if any shall be evaluated on half yearly / yearly / completion of contract basis or early on need basis.
- 68.2 GGL follows a system of performance evaluation of suppliers/contractors to monitor and ensure timely completion of supplies/work and maintenance of quality standards. The basic objective is to recognize and develop reliable suppliers/contractors who consistently meet requirements of GGL with respect to timely receipt/completion of supplies/works and quality standards.
- 68.3 All the contractors associated with GGL for execution of works/services shall be evaluated based on the parameters defined in the Performance Rating Data Sheet. The basis of evaluation shall be as under:

Performance Parameter	Completion / delivery Performance	Quality Performance	Reliability Performance	Total
Maximum Marks	30	40	30	100
Marks Allocated				

- 68.4 Allocation of marks shall be as per instructions as under and same shall be calculated on weighted average method for the qty. and value of work completed.

COMPLETION / DELIVERY PERFORMANCE:

CAT	Completion Period	Delay in weeks	Marks
A.	Up to 3 months	On or before CDD	30
		Delay up to 2 weeks	25
		Delay up to 4 weeks	20
		Delay up to 6 weeks	15
		Delay up to 8 weeks	10
		Delay up to 10 weeks	5
		More than 10 weeks	0
B.	Above 3 months	On or before CDD	30
		Delay up to 4 weeks	25
		Delay up to 8 weeks	20
		Delay up to 10 weeks	15
		Delay up to 12 weeks	10
		Delay up to 14 weeks	5

	More than 14 weeks	0
--	--------------------	---

QUALITY PERFORMANCE:

Quantity Accepted	Marks to be allocated on weighted average / pro-rata basis for acceptable work as compared to the total work awarded	40 Marks
-------------------	--	----------

RELIABILITY PERFORMANCE:

Sl. No.	Drawings & Documents Status	Marks
1	Submission of order acceptance, agreement, PBG, Drawings and other documents within time	5
2	Mobilization of resources as per Contact and in time	5
3	Liquidation of Check-list points	5
4	Compliance to statutory and HS & E requirements Or Reliability of Estimates/Design/Drawing etc. in case of Consultancy jobs	5
5	Timely submission of estimates and other documents for Extra, Substituted & AHR items	5
6	Timely submission of final bill and closure documents	5
TOTAL		30

The evaluated rating may fall in any of the following categories depending upon the scoring points in various parameters.

Sr. No.	Range (Marks)	Rating
1	50 & below	POOR
2	51 - 70	FAIR
3	71 - 90	GOOD
4	More than 90	VERY GOOD

68.5 In case, a contractor is not able to achieve a minimum score of 50 points after taking into account all parameters for consecutive three orders for same category of work, contractor shall be put on "HOLIDAY" or delisted as per delisting (Holiday) guidelines.

Wherever vendor's rating is Poor or Fair, communication must be sent to the vendor

69.0 Annexures:

- 1) Annexure - 1: Format for CPBG
- 2) Annexure - 2: Format for E Banking Mandate
- 3) Annexure - 3: Format for Indemnification to GGL

- 4) Annexure – 4: Format for Contract Agreement
- 5) Annexure – 5: **Void**
- 6) Annexure – 6: Format for No Claim Certificate
- 7) Annexure – 7: Format for submission of Indemnity Bond for supply of material (Free Issue Item) by Employer

**PROFORMA OF "BANK GUARANTEE" FOR "CONTRACT PERFORMANCE
SECURITY / SECURITY DEPOSIT"
(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

To,
M/s Green Gas Limited

Dear Sir(s),

M/s _____ having registered office at _____ (herein after called the "contractor/supplier" which expression shall wherever the context so require include its successors and assignees) have been placed/ awarded the job/work of

_____ vide PO/LOA /FOA No.

_____ dated _____ for M/s Green Gas Limited having registered office at 2nd Floor, Fortuna Tower, 10 Rana Pratap Marg, Lucknow - 226001 (herein after called the "GGL" which expression shall wherever the context so require include its successors and assignees).

The Contract conditions provide that the SUPPLIER/CONTRACTOR shall pay a sum of Rs.

_____ (Rupees _____) as full

Contract Performance Guarantee in the form therein mentioned. The form of payment of

Contract Performance Guarantee includes guarantee executed by Nationalized Bank/Scheduled Commercial Bank, undertaking full responsibility to indemnify GGL, in case of default.

The said M/s. _____ has approached us and at their request and in consideration of the premises we having our office at _____ have agreed to give such guarantee as hereinafter mentioned.

1. We _____ hereby undertake to give the irrevocable & unconditional guarantee to you that if default shall be made by M/s. _____ in performing any of the terms and conditions of the tender/order/contract or in payment of any money payable to GGL we shall on first demand pay without demur, contest, protest and/ or without any recourse to the contractor to GGL in such manner as GGL may direct the said amount of Rupees _____ only or such portion thereof not exceeding the said sum as you may require from time to time.

2. You will have the full liberty without reference to us and without affecting this guarantee, postpone for any time or from time to time the exercise of any of the powers and rights conferred on you under the order/contract with the said M/s _____ and to enforce or to forbear from endorsing any powers or rights or by reason of time being given to the said M/s _____ and such postponement forbearance would not have the effect of releasing the bank from its obligation under this debt.

3. Your right to recover the said sum of Rs. _____
(Rupees _____) from us in manner aforesaid is absolute & unequivocal and will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s.

_____ and / or that any dispute or disputes are pending before any officer, tribunal or court or arbitrator or any other authority/forum and any demand made by you in the bank shall be conclusive and binding. The bank shall not be released of its obligations under these presents by any exercise by you of its liberty with reference to matter aforesaid or any of their or by reason or any other act of omission or commission on your part or any other indulgence shown by you or by any other matter or changed what so ever which under law would, but for this provision, have the effect of releasing the bank.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up dissolution or changes of constitution or insolvency of the said supplier / contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to you in respect of such liabilities is paid.

5. This guarantee shall be irrevocable and shall remain valid upto _____
(this date should be 90 days after the expiry of defect liability period/ Guarantee period)

_____. The bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee shall continue to be enforceable until it is discharged by GGL in writing. However, if for any reason, the supplier / contractor is unable to complete the supply / work within the period stipulated in the order / contract and in case of extension of the date of delivery / completion resulting extension of defect liability period/guarantee period of the supplier/contractor fails to perform the supply / work fully, the bank hereby agrees to further extend this guarantee at the instance of the supplier / contractor till such time as may be determined by GGL. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s _____ (contractor) on whose behalf this guarantee is issued.

6. Bank also agrees that GGL at its option shall be entitled to enforce this Guarantee against the bank (as principal debtor) in the first instant, without proceeding against the supplier / contractor and notwithstanding any security or other guarantee that GGL may have in relation to the supplier's / contractor's liabilities.

7. The amount under the Bank Guarantee is payable forthwith without any delay by Bank upon the written demand raised by GGL. Any dispute arising out of or in relation to the said Bank Guarantee shall be subject to the exclusive jurisdiction of courts at Lucknow.

8. Therefore, we hereby affirm that we are guarantors and responsible to you on behalf of the Supplier/Contractor up to a total amount of _____ (amount of guarantees in words and figures) and we undertake to pay you, upon your first written demand declaring the Supplier / Contractor to be in default under the order/contract and

without caveat or argument, any sum or sums within the limits of (amounts of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

9. We have power to issue this guarantee in your favor under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney, dated _____ granted to him by the Bank.

Yours faithfully,

Bank by its Constituted Attorney

Signature of a person duly
Authorized to sign on behalf of the Bank

**INSTRUCTIONS FOR FURNISHING "CONTRACT PERFORMANCE SECURITY /
SECURITY DEPOSIT" BY "BANK GUARANTEE"**

- 1.** The Bank Guarantee by successful Bidder(s) will be given on non-judicial stamp paper as per 'stamp duty' applicable. The non-judicial stamp paper should be in name of the issuing bank. In case of foreign bank, the said Bank Guarantee to be issued by its correspondent bank in India on requisite non-judicial stamp paper and place of Bid to be considered as Lucknow.
- 2.** The Bank Guarantee by Bidders will be given from bank as specified in Tender.
- 3.** A letter from the issuing bank of the requisite Bank Guarantee confirming that said Bank Guarantee and all future communication relating to the Bank Guarantee shall be forwarded to Employer.
- 4.** If a Bank Guarantee is issued by a commercial bank, then a letter to Employer and copy to Consultant (if applicable) confirming its net worth is more than Rs. 100,00,00,000.00 [Rupees One Hundred Crores] or its equivalent in foreign currency alongwith documentary evidence.

E-Banking Mandate Form
(To be issued on vendors letter head)

1. Vendor/customer Name :
2. Vendor/customer Code:
3. Vendor /customer Address:
4. Vendor/customer e-mail id:
5. Particulars of bank account
 - a) Name of Bank
 - b) Name of branch
 - c) Branch code:
 - d) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize Green Gas Limited (GGL) to release any amount due to me/us in the bank account as mentioned above. I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the GGL responsible.

(Signature of vendor/customer)

BANK CERTIFICATE

We certify that ----- has an Account no. ----- with us and we confirm that the details given above are correct as per our records.

Bank stamp
Date (Signature of authorized officer of bank)

INDEMNIFICATION TO GGL

WHEREAS Green Gas Limited (hereinafter referred to as "GGL") which expression shall, unless repugnant to the context include its successors and assigns, having its registered office at 2nd Floor, Fortuna Tower, 10 Rana Pratap Marg, Lucknow - 226001 has entered into a contract with M/s..... (hereinafter referred to as the "Contractor") which expression shall unless repugnant to the context include its representatives, successors and assigns, having its registered office at and on the terms and conditions as set out, inter-alia in the [*mention the work order/LOA/Tender No.*] and various documents forming part thereof, hereinafter collectively referred to as the 'CONTRACT' which expression shall include all amendments, modifications and / or variations thereto.

GGL has also advised the Contractor to execute an Indemnity Bond in general in favour of GGL indemnifying GGL and its employees and Directors including Independent Directors from all consequences which may arise out of any prospective litigation or proceedings filed or may be initiated by any third party, including any Banker / financial institution / worker(s) / vendor(s)/ subcontractor(s) etc. who may have been associated or engaged by the Contractor directly or indirectly with or without consent of GGL for above works.

NOW, THEREFORE, in consideration of the promises aforesaid, the Contractor hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GGL and all its employees, Directors, including Independent Directors, from and against all/any claim(s), damages, loss, which may arise out of any litigations/ liabilities that may be raised by the Contractor or any third party against GGL under or in relation to this contract. The Contractor undertakes to compensate and pay to GGL and/or any of its employees, Directors including Independent Directors, forth with on demand without any protest the amount claimed by GGL for itself and for and on behalf of its employees, Directors including Independent Directors together with direct/indirect expenses including all legal expenses incurred by them or any of them on account of such litigation or proceedings.

AND THE CONTRACTOR hereby further agrees with GGL that:

(i) This Indemnity shall remain valid and irrevocable for all claims of GGL and/or any of its employees and Directors including Independent Directors arising out of said contract with respect to any such litigation / court case for which GGL and/or its employees and Directors including Independent Directors has been made party until now or here-in-after.

(ii) This Indemnity shall not be discharged / revoked by any change / modification / amendment / assignment of the contract or any merger of the Contractor with other entity or any change in the constitution / structure of the Contractor's firm / Company or any conditions thereof including insolvency etc. of the Contractor, but shall be in all respects and for all purposes binding and operative until any / all claims for payment of GGL are settled by the Contractor and / or GGL discharges the Contractor in writing from this Indemnity.

The undersigned has full power to execute this Indemnity Bond for and on behalf of the Contractor and the same stands valid.

SIGNED BY:

For [Contractor]
Authorized Representative

Place:

Dated:

Witnesses:

1.

2.

PROFORMA FOR CONTRACT AGREEMENT

LOA No. Dated

Contract Agreement for the work of ----- of Green Gas Limited (GGL) made on ----- between (Name and Address) -----, hereinafter called the "CONTRACTOR" (which term shall unless excluded by or repugnant to the subject or context include its successors and permitted assignees) of the one part and GGL hereinafter called the "EMPLOYER" (which term shall, unless excluded by or repugnant to the subject or context include its successors and assignees) of the other part.

WHEREAS

- A. The EMPLOYER being desirous of having provided and executed certain work mentioned, enumerated or referred to in the Tender Documents including Letter Inviting Tender, General Tender Notice, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Plans, Time Schedule of completion of jobs, Schedule of Rates, Agreed Variations, other documents has called for Tender.
- B. The CONTRACTOR has inspected the SITE and surroundings of WORK specified in the Tender Documents and has satisfied himself by careful examination before submitting his tender as to the nature of the surface, strata, soil, sub-soil and ground, the form and nature of site and local conditions, the quantities, nature and magnitude of the work, the availability of labour and materials necessary for the execution of work, the means of access to SITE, the supply of power and water thereto and the accommodation he may require and has made local and independent enquiries and obtained complete information as to the matters and thing referred to, or implied in the tender documents or having any connection therewith and has considered the nature and extent of all probable and possible situations, delays, hindrances or interferences to or with the execution and completion of the work to be carried out under the CONTRACT, and has examined and considered all other matters, conditions and things and probable and possible contingencies, and generally all matters incidental thereto and ancillary thereof affecting the execution and completion of the WORK and which might have influenced him in making his tender.
- C. The Tender Documents including the Notice Letter Inviting Tender, General Conditions of Contract, Special Conditions of Contract, Schedule of Rates, General Obligations, SPECIFICATIONS, DRAWINGS, PLANS, Time Schedule for completion of Jobs, Letter of Acceptance of Tender and any statement of agreed variations with its enclosures copies of which are hereto annexed form part of this CONTRACT though separately set out herein and are included in the expression "CONTRACT" wherever herein used.

AND WHEREAS

The EMPLOYER accepted the Tender of the CONTRACTOR for the provision and the execution of

the said WORK at the rates stated in the schedule of quantities of the work and finally approved by EMPLOYER (hereinafter called the "Schedule of Rates") upon the terms and subject to the conditions of CONTRACT.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1. In consideration of the payment to be made to the CONTRACTOR for the WORK to be executed by him, the CONTRACTOR hereby covenants with EMPLOYER that the CONTRACTOR shall and will duly provide, execute and complete the said work and shall do and perform all other acts and things in the CONTRACT mentioned or described or which are to be implied there from or may be reasonably necessary for the completion of the said WORK and at the said times and in the manner and subject to the terms and conditions or stipulations mentioned in the contract.
2. In consideration of the due provision execution and completion of the said WORK, EMPLOYER does hereby agree with the CONTRACTOR that the EMPLOYER will pay to the CONTRACTOR the respective amounts for the WORK actually done by him and approved by the EMPLOYER at the Schedule of Rates and such other sum payable to the CONTRACTOR under provision of CONTRACT, such payment to be made at such time in such manner as provided for in the CONTRACT.

A N D

3. In consideration of the due provision, execution and completion of the said WORK the CONTRACTOR does hereby agree to pay such sums as may be due to the EMPLOYER for the services rendered by the EMPLOYER to the CONTRACTOR, such as power supply, water supply and others as set for in the said CONTRACT and such other sums as may become payable to the EMPLOYER towards the controlled items of consumable materials or towards loss, damage to the EMPLOYER'S equipment, materials construction plant and machinery, such payments to be made at such time and in such manner as is provided in the CONTRACT.

It is specifically and distinctly understood and agreed between the EMPLOYER and the CONTRACTOR that the CONTRACTOR shall have no right, title or interest in the SITE made available by the EMPLOYER for execution of the works or in the building, structures or work executed on the said SITE by the CONTRACTOR or in the goods, articles, materials etc., brought on the said SITE (unless the same specifically belongs to the CONTRACTOR) and the CONTRACTOR shall not have or deemed to have any lien whatsoever charge for unpaid bills will not be entitled to assume or retain possession or control of the SITE or structures and the EMPLOYER shall have an absolute and unfettered right to take full possession of SITE and to remove the CONTRACTOR, their servants, agents and materials belonging to the CONTRACTOR and lying on the SITE.

The CONTRACTOR shall be allowed to enter upon the SITE for execution of the WORK only as a licensee simpliciter and shall not have any claim, right, title or interest in the SITE or the structures erected thereon and the EMPLOYER shall be entitled to terminate such license at any time without assigning any reason. The materials including sand, gravel, stone, loose, earth, rock etc., dug up or excavated from the said SITE shall, unless otherwise expressly agreed under this CONTRACT, exclusively belong to the EMPLOYER and the CONTRACTOR shall have no right to claim over the same and such excavation and materials should be disposed off on account of the EMPLOYER according to the instruction in writing issued from time to time by the ENGINEER-IN-CHARGE.

In Witness whereof the parties have executed these presents in the day and the year first above written.

Signed and Delivered for and
on behalf of EMPLOYER.

Signed and Delivered for and
on behalf of the CONTRACTOR.

GREEN GAS LIMITED

(NAME OF THE CONTRACTOR)

Date : _____

Date : _____

Place: _____

Place: _____

IN PRESENCE OF TWO WITNESSES

1. _____

1. _____

2. _____

2. _____

VOID

NO CLAIM CERTIFICATE

We, _____, a company incorporated under the laws of India, having is registered office at _____ and carrying out on business under the name and style M/s _____ were awarded the contract by M/s Green Gas Limited (GGL) in reference to PO/LOA No. _____ dated _____

After completion of the above-said job/work under the contract, we have scrutinized all our claims, contentions, disputed, issue with the GGL official and hereby confirm that after adjusting all payments received by us against our R.A. Bill/Invoices our balance entitlement under the contract is to a sum Rs. _____ only as per our Invoice/ Final bill dated _____ towards full and final settlement of all our claims, dues, issues, and contentious from GGL. PRS as applicable shall be adjusted by GGL.

We confirm and declare that with the receipt of aforesaid monies, all our claims, dues, disputes, difference between M/s _____ and GGL under and with reference to above said contract stands fully and finally settled.

We further absolve GGL from all liabilities present or future arising directly or indirectly out of the contract.

We further confirm that the present settlement has been arrived at after mutual negotiation and is freely and fairly entered into between the parties. There is no economics duress or any other compulsion on us in entering into this settlement.

Signature with Seal of Contractor

Dated:

PROFORMA OF INDEMNITY BOND FOR SUPPLY OF MATERIALS BY EMPLOYER

(To be executed on non-judicial stamped paper of appropriate value)

WHEREAS Green Gas Limited (hereinafter referred to as GGL) which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at 2nd Floor, Fortuna Tower, 10 Rana Pratap Marg, Lucknow - 226001 has entered into a CONTRACT with _____ (hereinafter referred to as the CONTRACTOR which expression shall unless repugnant to the context include their legal representatives, successors and assigns) for _____ on the terms and conditions as set out, inter-alia, in the CONTRACT No..... Dated..... and various documents forming part thereof hereinafter collectively referred to as the "CONTRACT" which expression shall include all amendments, modifications and / or variations thereto.

AND WHEREAS

- i) GGL has agreed to supply to the CONTRACTOR, equipment, plants and materials (finished, semi-finished and raw) for the purpose of EXECUTION of the said CONTRACT by the CONTRACTOR (the equipment, plants and materials to be supplied by GGL to the CONTRACTOR, hereinafter for the sake of brevity referred to as the "said materials") and pending execution by the CONTRACTOR of the CONTRACT incorporating the said materials, the said materials shall be under the custody and charge of the CONTRACTOR and shall be kept, stored, altered, worked upon and / or fabricated at the sole risk and expense of the CONTRACTOR.
- ii) As a pre-condition to the supply of the said materials by GGL to the CONTRACTOR, GGL has required the CONTRACTOR to furnish to GGL an Indemnity Bond in the manner and upon terms and conditions hereinafter indicated.

NOW, THEREFORE, in consideration of the premises aforesaid the CONTRACTOR hereby irrevocably and unconditionally undertakes to indemnify and keep indemnified GGL from and against all loss, damage and destruction (inclusive but not limited to any or all loss or damage or destruction to or of the said materials or any item or part thereof by theft, pilferage, fire, flood, storm, tempest, lightning, explosion, storage, chemical or physical action or reaction, binding, warping, exposure, rusting, faulty workmanship, faulty fabrication, or faulty method or technique of fabrication, strike, riot, civil commotion, or other act or omission or commission whatsoever within or beyond the control of the CONTRACTOR, misuse and misappropriation (inclusive but not limited to the misuse or misappropriation by the CONTRACTOR and the Contractor's servants and/or agents) whatsoever to, or of in the said materials or any part of them thereof from the date that the same or relative part of item thereof was supplied to the CONTRACTOR upto and until the date of return to GGL of the said materials or relative part of item thereof or completed fabricated works(s) incorporating the said material and undertake to pay to GGL forthwith on

demand in writing without protest or demur the value as specified by GGL of the said material or item or part thereof, lost, damaged, destroyed, misused and/or misappropriated, as the case may be or, together with GGL'S costs and expenses (inclusive of but not limited to handling, transportation, cartage, insurance, freight, packing and inspection costs/or expenses upto) and aggregate limit of Rs. _____ (Rupees _____ Only).

AND THE CONTRACTOR hereby agrees with GGL that:

- i) This Indemnity / Undertaking shall be a continuing Indemnity / Undertaking and shall remain valid and irrevocable for all claims of GGL arising hereunder upto and until the midnight of _____. However, if the CONTRACT for which this Indemnity/Undertaking is given is not completed by this date, the CONTRACTOR hereby agrees to extend the Indemnity/Undertaking till such time as is required to fulfil the CONTRACT.
- ii) This Indemnity/Undertaking shall not be determined by any change in constitution or upon insolvency of the CONTRACTOR but shall be in all respects and for all purposes be binding and operative until payment of all moneys payable to GGL in terms of hereof.
- iii) The mere statement of allegation made by or on behalf of GGL in any notice or demand or other writing addressed to the CONTRACTOR as to any of the said material or item or part thereof having been lost, damaged, destroyed, misused or misappropriated while in the custody of the CONTRACTOR and/or prior to completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials shall be conclusive of the factum of the said material or item or part thereof having been supplied to the CONTRACTOR and/or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the CONTRACTOR and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof incorporating the said materials without necessity on the part of GGL to produce any documentary proof or other evidence whatsoever in support of this.
- iv) The amount stated in any notice of demand addressed by GGL to the CONTRACTOR as to the value of such said materials lost, damaged, destroyed, misused or misappropriated, inclusive relative to the costs and expenses incurred by GGL in connection therewith shall be conclusive of the value of such said materials and the said cost and expenses as also of the amount liable to be paid to GGL to produce any voucher, bill or other documentation or evidence whatsoever in support thereof and such amount shall be paid without any demur and on demand and no dispute shall be raised concerning the same.

The undersigned has full power to execute this Indemnity Bond on behalf of the CONTRACTOR under the Power of Attorney dated_____.

(SIGNED BY COMPETENT AUTHORITY)

Place:

Dated:

Official seal of the CONTRACTOR