



VOLUME I

SECTION 4.0

GENERAL TERMS AND CONDITIONS OF THE CONTRACT (GCC)



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**SECTION 4
GENERAL TERMS AND CONDITIONS OF THE CONTRACT (GCC)**

1.0 SCOPE OF CONTRACT

- 1.1 The scope of the contract shall be the Design, Engineering, Supply, Installation, Testing, Commissioning and O&M of 2 X 0.5MLD Desalination Plants at **2375 MW Solar/Wind/Hybrid Renewable Energy Park Project of Gujarat Industries Power Company Limited (GIPCL) UNDER SINGLE EPC BASIS** in accordance with the specifications, terms and conditions of the contract under single point responsibility.
- 1.2 The General Terms and Conditions contained herein shall form part of the specification and documents of the contract.

2.0 CONTRACT DOCUMENTS

- 2.1 The term of Contract Documents shall mean and include the following which shall be deemed to form an integral part of the contract:

Contract Agreement, Lol, Notice Inviting Tender (NIT) and Instructions to Bidders (ITB), Submission of Bid, General Terms and Conditions of the Contract (GCC), Contract schedule, Erection & Commissioning Conditions of the Contract (ECC) and Special Conditions of the Contract (SCC). Price schedules shall be part of contract documents.

Pre-bid clarifications, amendments to Specification, post bid clarification shall form part of the tender specification.

Specifications of the equipment to be furnished which are to be erected and commissioned.

Vendor's/Contractor's bid proposals including the letters of clarifications thereto between the Vendor/Contractor and Owner/Purchaser prior to the award of "Contract", duly accepted.

All the materials, literature, data and information of any sort including those from sub-vendor given by the Vendor/Contractor along with his bid, subject to the approval of the Owner/Purchaser.

Any agreed variations to the conditions of the documents and specifications and special terms and conditions of the "Contract", including amendments, if any

- 2.2 In respect of 'Equipment' to be supplied and the 'work' to be executed under the 'Contract' all minor accessories/works which are necessary for the satisfactory and efficient operation of the plant should be supplied at free of cost whether they are specifically mentioned or not in the Bid Document or Lol.
- 2.3 The several documents forming the 'Contract' are to be taken as mutually explanatory of one another but in case of ambiguities or discrepancies, the same shall be explained by the Purchaser, who shall there-upon issue to the Vendor/Contractor instructions directing in what manner the 'Works' are to be carried out. Decision of the Owner shall be binding on the Contractor.
- 2.4 In the event of any conflict between the documents constituting the contract documents, the documents defining the Contract shall take the following order of precedence.

Contract Agreement as per proforma vide Appendix-17 (All the agreed documents valid till Formal Contract is signed. No relief for Contractor for not entering into a formal signed contract and acceptance of Lol/LoA shall be treated as valid and legally binding to fulfill all obligations agreed upon as per Lol/LoA.).



Any agreed variation between the Owner/Purchaser and the Contractor including but not limited to minutes of negotiation, amendments if specifications and or specifications and or special terms and conditions of the contract and corrigendum/addendum thereto.

- General Terms and Conditions of the Contract (GCC)
- Erection & Commissioning Conditions of the Contract (ECC)
- Special Conditions of the Contract (SCC)
- Technical Specifications

All materials, literature, drawings, data and information of any sort given by the Contractor and approved by Owner as well as the one given by the owner to the contractor. The Owner's decision shall be final and binding on the parties. Any other documents as may be required.

3.0 DEFINITION OF TERMS

- 3.1 In the Contract (as hereinafter defined) the following words and expressions will have the meanings hereby assigned to them.
- 3.2 'Approved/Approval' means approved in writing.
- 3.3 'Accepted Delivery Schedule' means the delivery schedule as per contract and any authorized extension issued by GIPCL.
- 3.4 'Bid' shall mean the documents submitted by the Bidder in response to the Tender Enquiry Document No. "GIPCL/RE Park/DESALINATION PLANT/2025-26" issued by the Company.
- 3.5 'Bidder' shall mean Bidding Company or a Bidding Individual submitting the Bid. Any reference to the Bidder includes Bidding Company/ Bidding Individual including its successors, executors and permitted assigns severally, as the context may require.
- 3.6 'Correspondence' shall mean any letter, e-mail or other written communication related to the 'Contract' but excluding 'Notices'.
- 3.7 'Contractor' means the person(s) whose bid to perform the Contract has been accepted by the Company and is named as such in the Contract Agreement and includes the legal successors or permitted assigns of the Contractor.
- 3.8 'Consultant' shall mean any firm, company or person duly appointed by 'Purchaser/Owner' as such in writing from time to time.
- 3.9 'Contract' or "Contract Agreement" means the Contract signed between the Company (GIPCL) and the Contractor to execute the entire Scope of Work as given in Appendix 17: Contract Agreement.
- 3.10 "Contract Price" shall mean the lump sum price quoted by the Contractor in his bid and incorporated in the Letter of Intent for the entire scope of the Works, which implies the all-inclusive value including Customs Duty and other Taxes & Duties, Packing, Forwarding, Freight & Insurance charges, Interest and Finance charges etc.
- 3.11 'Contract Period' shall mean the period during which the 'Contract' shall be executed as agreed between the Vendor/ Contractor/ Fabricator and the Owner/Purchaser in the 'Contract'. The Contract period shall be from the date of Letter of Intent till commissioning of overall package including all auxiliaries, conducting commissioning test including successful acceptance of PG Test, attending all Punch points and taking over by the Owner (The LD clause mentioned that completion period shall be 7 Months including completion of punch points) and fulfillment of all contractual obligations, under the contract.



3.12 DELETED.

3.13 "Contract Master Schedule" shall mean the schedule detailing how the principal elements of the work will be completed. This schedule will reflect the key dates as shown on the Contract Master Bar Chart (CMB) and shall be revised by Contractor as necessary to reflect how the Work will proceed.

3.14 "Change in Work" shall mean any addition to, deletion from, suspension of or other modification, within the scope of the work, to the quality, function or intent of the Project as delineated in the Contract, including any such addition, deletion, suspension or other modification which requires change in one or more of the Project Variables.

3.15 "Change Order" shall mean a written order to Contractor issued authorizing a change in Work and, if appropriate, an adjustment in one or more of the Project variables.

3.16 "Codes" shall unless otherwise specified in these contract documents mean the applicable Indian and/or international codes or standards. This shall mean the following, including the latest amendments and/ or replacements, if any;

- Indian Electricity Act, 2003, and Rules and Regulations made there under.
- Indian Factory Act, 1948, and Rules and Regulations made there under.
- Indian Explosives Act, 1884, and Rules and Regulations made there under.
- Indian Petroleum Act, 1934, and Rules and Regulations made there under.
- ASME Test Codes, AIEE Test Codes, IEEE Codes, IEC Codes
- American Society of Materials Testing Codes.
- Standards of the Bureau of Indian Standards.
- Approved Indian Rules or, Regulations by CEA/PGCIL/POSOCO/NLDC/RLDC related to the subject matter of the Contract.
- Other Internationally approved Standards and / or Rules and Regulations related to the subject matter of the Contract.
- Any other code/ standard published by Government of India/ other agencies and Institutions having a bearing over the performance of the Contract.
- Gujarat State Pollution Board and Central Pollution Board requirement in India.
- Any other Act as that is covered in the Specification.
- CEA Regulations, IEGC code, CEA standard technical specification, guideline and norms.

3.17 "Commissioning/Commissioning work" means pressing into service of the plant(s), Equipment(s), Vessel(s), Pipeline(s), Machinery (ies) and systems and sub-systems comprised within the UNIT in accordance with the procedures as approved in the applicable Operating Manual and as per the requirement of Owner/GIPCL after successful testing, pre-commissioning and Reliability run of the UNIT.

3.18 DELETED

3.19 'C.I.F' shall mean Cost, Insurance and Freight.

3.20 'Date of Contract' shall mean the calendar date on which Owner/Purchaser and the Vendor/Contractor/Fabricator have signed the 'Contract'. Date of LOI (Letter of Intent) precedes the date of contract & Date of LOI will be the zero date for commencement of project.

3.21 'Day' means calendar day of the Gregorian calendar.

3.22 'Drawings' shall mean all:

Drawings furnished by the Purchaser/Consultant as a basis for proposal.



Supplementary drawings furnished by the Purchaser/Consultant to clarify and to define in greater detail the intent of the contract.

Drawings submitted by the contractor with his proposal provided such drawings are acceptable to the Purchaser.

Drawings furnished by the Purchaser/Consultant to the contractor during the progress of the works. Engineering data and drawings submitted by the contractor during the progress of the work provided such drawings are approved by the Purchaser.

- 3.23 'Destination' means the location where the item is specified to be delivered and where it will be accepted by the Purchaser.
- 3.24 'Engineer' or "Engineer-in charge" shall mean the officer as may be duly authorized and appointed by GIPCL to act as 'Engineer' from time to time for the purpose of this contract.
- 3.25 'Equipment' shall mean all the plants, stores & materials, the goods including equipment/ components/parts specified in the contract which the contractor has agreed to supply under the contract.
- 3.26 The term 'Equipment Portion' of the 'Contract Price' shall mean FOR value of the equipment.
- 3.27 The term 'Erection Portion' of the 'Contract Price' shall mean the value of field activities of the 'works' including port clearance, if any, inland transportation, handling and storage, erection, testing and putting into satisfactory operation including successful completion of performance tests to be performed at site by the Contractor and cost of insurance.
- 3.28 'Extra work' shall mean all 'labor', 'equipment', 'materials', 'services' in addition to those required by the 'Contract' document & scope.
- 3.29 'Engineer's instruction shall mean any drawings and/or instructions, oral and/or in writing, details, directions and explanations issued by the Engineer or the Owner/Purchaser from time to time during the 'Contract Period'.
- 3.30 'Engineer's representative' means any Resident Engineer/Project Manager or Assistant Project Manager / Consultant of the Owner appointed from time to time by the Owner to exercise the powers, discretion, functions, and authorities vested in him.
- 3.31 'EPC' means Engineering, Procurement and Construction.
- 3.32 'EPC Price' means the lump sum price accepted by the Purchaser and incorporated in the Letter of Intent for the entire scope of the Works, which implies the all-inclusive value including Customs Duty (if any) and other Taxes & Duties, Packing, Forwarding, Freight & Insurance charges, erection, commissioning, PG test and training charges etc.
- 3.33 'Final Acceptance' shall mean the Owner's written acceptance of the works performed under the contract after successful completion of performance guarantee or acceptance test, and fulfillment of all contractual obligations.
- 3.34 'Guarantee period' shall mean the period during which the 'Plant' or 'equipment' shall give the same performance as guaranteed by the Vendor/Contractor in the relevant clause of the Technical Specification.
- 3.35 Deleted.
- 3.36 'Inspectors' shall mean the Purchaser, or any person nominated by the Purchaser from time to time, to inspect the equipment of works under the Contract and/ or the duly authorized representative of the Purchaser.



- 3.37 'Items' means the equipment, materials or supplies to be procured under the Bid or separate schedule thereof.
- 3.38 'Initial operation' shall mean operations undertaken as part of 'Commissioning' after completion of 'Trial Run' up to commencement of "Reliability Run test".
- 3.39 Deleted
- 3.40 'Latent Defect' shall mean any defects and Deficiencies or Defective work:
- i) Caused by an act or omission by the Contractor that implies either failure to pay due to the serious consequences that a conscientious and responsible Contractor would normally foresee as likely to ensure, or a willful disregard of any consequence of any such act or omission;
 - ii) Would not have been disclosed by a reasonable examination prior to the expiry of the Latent Defects period. Temperature rise limits and losses etc. as specified at the modes of operation, as further specified in this Contract.
- 3.41 "Letter of Intent or Lol" shall mean the official letter issued by the Purchaser/Owner notifying the Contractor that his bid has been accepted. The date of this letter shall be taken as the zero date of commencement of all works.
- 3.42 "Manufacturer's works" or "Contractor's works" shall mean the place used by the manufacturer, the Contractor, their Collaborators, Consortium/ Joint Venture members/ partners or Sub-Contractors for the performance of the Works.
- 3.43 "Operation & Maintenance Period (O&M)" shall mean the period during which the work shall give the same performance as guaranteed by the VENDOR in the Schedule of Guarantee as in the 'Specification'.
- 3.44 "Comprehensive operation and maintenance (O&M)" is integrating all activities needed to run and maintain equipment, systems, and facilities, aiming for maximum availability, safety, and efficiency. Unlike basic maintenance, it includes a wide range of services such as routine inspections, preventive maintenance, repairs, spare parts, insurance, and ongoing operational management.
- 3.45 "Month" shall mean the calendar month. "Day" or "days" unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each. A "week" shall mean a continuous period of seven (7) days.
- 3.46 'Manufacturer' refers to a person or firm who is the producer and furnisher of material or designer and fabricator of equipment to either the Owner/Purchaser or the Vendor/Contractor or both under the 'Contract'. Manufacturer's supervisory personnel shall mean the personnel deputed by the contractor or any other manufacturer who has supplied the material either through or on behalf of the contractor or under whose supervision the works pertaining to the contract is carried out.
- 3.47 Deleted
- 3.48 The date of LOI will also be recorded as Zero Date for commencement of project & the contract.
- 3.49 'Owner'/'Purchaser' shall mean Gujarat Industries Power Company Limited (GIPCL) on whose behalf the enquiry is issued by its representative, the Owner, and shall include his successors and assignees, as well as his authorized officers/representatives.
- 3.50 'Plant' or 'Equipment' and 'Work' or 'Works' shall mean respectively the goods to be supplied and service to be provided by the Vendor/Contractor/Fabricator under the 'Purchase Order' or



'Contract' or 'LOI'. 'Works' shall include Design, Engineering, Supply, Installation, Testing, Commissioning and O&M of 2 X 0.5MLD Desalination Plants as per contract.

- 3.51 'Project' shall mean the project specified in the Project Information.
- 3.52 'Preliminary Operation' shall mean all activities undertaken, towards 'Commissioning' after 'Installation and Testing Completion' up to commencement of 'Initial Operation' and include mechanical and electrical checkouts, calibration of instruments and protection devices, commissioning of sub/supporting systems of the plant/system/equipment with temporary supply or, DG set supply covered under the contract.
- 3.53 "Performance guarantee tests" are operational checks performed to prove that the Complete Desalination plant or system meets the performance requirements and standards prescribed in the 'Specifications'. These tests to be conducted before the Owner/GIPCL takes over the facility & after completion of Reliability Test Run, measure key parameters like capacity, efficiency, and other compliances to ensure the equipment performs as guaranteed.
- 3.54 'Port' shall mean Mundra Port, Kandla Port, India, or any other port which is suitable for the transportation of the equipment for the project in India, as applicable.
- 3.55 "Reliability Test Run" shall mean continuous uninterrupted operation of the entire facility for seventy-two (72) hours at the modes of operation specified.
- 3.56 'Specification' shall mean collectively all the terms and stipulations contained in those portions of the 'Contract' known as General Conditions of Contract, the Specifications and such Amendments, revisions, Deletions or Additions, as may be made in the agreement and all written agreements made or to be made pertaining to the method and manner of performing the 'Work' or to the quantities and qualities of the materials & services to be furnished under this 'Contract' as well as the manner or method of performing the Contract.
- 3.57 'Site' shall mean and include the GIPCL land on which the work of erection is to be carried out and the land allotted for storing the equipment and material brought as per this contract.
- 3.58 'Sub-vendor/Subcontractor/Sub-Fabricator' shall mean the person named in the 'Contract' undertaking a part of the work or any person to whom a part of the 'Contract' has been sublet with the consent in writing of the Owner/Purchaser and shall include his heirs, legal representatives, successors and permitted assigns.
- 3.59 'Scope' shall mean execution of all the works covered in the contract in prescribed qualities & in a prescribed manner inclusive of those not explicitly mentioned but required for completion of works.
- 3.60 DELETED.
- 3.61 'Taking over' or 'Taking over Date' shall mean the date when erection of equipment supplied by the contractor and commissioning followed by the Operational Test has been completed, successful completion and acceptance of PG test by owner including attending all Punch points to the satisfaction of GIPCL & all contractual obligations fulfilled.
- 3.62 Terms and expressions not herein defined shall have the same meaning as are assigned to them in the Indian Sale of Goods Act (1930), falling that in the Indian contract Act (1872) and falling that in the General Clauses Act (1897). The various Acts and regulations are normally available for sale from the following address. Deputy Controller, Publication Department/Govt. of India, Civil Lines, New Delhi-110 006.
- 3.63 Vendor's /Contractor's works or Manufacturer's works shall mean and include the land and other places which are used by the manufacturer, the contractor, their collaborators, Vendor/



Contractor/Fabricator or Sub-Vendor/Sub-Contractor for the manufacture of equipment or performing the works covered under this contract.

- 3.64 'Writing' or 'written notice' shall mean any manuscript, a notice in written, type-written or printed statement or electronic means (email) under or over signature and/or seal as the case may be sent (unless delivered personally or otherwise proved to have been received) by email and/or registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course or post it would have been delivered.
- 3.65 'Writing' shall include any manuscript, type written or printed statement, under or over signature and/or seal as the case may be.
- 3.66 'Warranty Period' shall mean the period during which the contractor shall remain liable for repair or replacement of any defective part of the works performed under the contract.

4.0 INTERPRETATIONS OF TERMS

- 4.1 Words importing Person shall include firms, companies, and corporations and associated or body of individuals, whether incorporated or not.
- 4.2 Words importing the singular only shall also include the plural and vice-versa where the context so requires.
- 4.3 The headings and subheadings in these general conditions shall not be deemed to be part thereof or to be taken into consideration in the interpretation or construction thereof or of the contract.
- 4.4 When the words "approved", "Subject to Approval", "Satisfactory", "Equal to", " Proper", "Requested", "As Directed", "Where Directed", "when Directed", "Determined by", "Accepted", "Permitted", or words and phrases of like importance are used, the approval, judgment, direction, etc. is understood to be a function of the Owner/Purchaser.

5.0 VENDOR/CONTRACTOR TO INFORM HIMSELF FULLY

- 5.1 The Vendor/Contractor shall be deemed to have carefully examined all Contract Document to his entire satisfaction. If he shall have any doubt as to the meaning of any portion of the Contract Documents, he shall, before signing the 'Contract' set forth the particulars thereof, and submit them to the Owner/Purchaser in writing, in order that such doubt may be removed. The Owner/Purchaser will provide such clarifications as may be necessary in writing to the Vendor/Contractor. Any information otherwise obtained from the Owner/Purchaser, or the Owner shall not in any way relieve the Vendor/Contractor of his responsibility to fulfill his obligations under the 'Contract'.

6.0 LANGUAGES AND MEASURES

- 6.1 All documents pertaining to the Contract including specifications, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of weights and measurements shall exclusively be used in the contract.

7.0 NOTICE

- 7.1 Any notice to be given to the contractor under the terms of this contract shall be served by sending the same by the registered post or under certificate of posting or by ordinary post or by leaving the same at the contractor's notified registered office at the option of the officer.



- 7.2 Any notice to be given to the owner under the terms of the contract shall be served by sending the same by registered post or by leaving the same at the owner's notified registered office.
- 7.3 For all purpose of the Contract, including arbitration there under, the address of the Contractor mentioned in the Bid shall be the address to which all communications addressed to the Contractor shall be sent, unless the Contractor has notified a change by a separate letter containing no other communication and sent by registered post with acknowledgement due to GIPCL. The Contractor shall be solely responsible for the consequence of an omission to notify change of address in the manner aforesaid.
- 7.4 Instructions or notices to the Contractor and notices from the Contractor to GIPCL recorded in a minute signed by the authorized representatives of both GIPCL and the Contractor. Such notice or instruction shall be valid notice of instruction for the purpose of the Contract.

8.0 CONTRACT AGREEMENT

- 8.1 The contractor shall enter into a contract agreement in prescribed form Appendix – 17 with the Owner/Purchaser within Thirty (30) days from the date of issue of 'Letter of intent' or within such extended time as may be granted by the Purchaser.
- 8.2 The agreement shall be executed at the Office of the Purchaser on a date and time to be mutually agreed. All charges for preparing the contract agreement including the legal fees, stamp fees etc., shall be borne by the contractor.

9.0 SECURITY DEPOSIT CUM CONTRACT PERFORMANCE BANK GUARANTEE

- 9.1 An amount equal to 10% of the EPC contract price excluding Comprehensive O&M price shall be furnished by the successful bidder for proper fulfillment of the contractual terms and conditions set forth against this contract in the form of Bank Guarantee for Security Deposit cum Contract Performance as per format enclosed (Appendix-16 (B)). The Bank Guarantee for S.D. cum Contract Performance Guarantee has to be furnished within Thirty (30) days from the date of Letter of Intent and should be valid up to 25 Months (i.e. 7 months completion period + 12 months defect liability period + 6 months claim period) from the date of LOI. Security Deposit cum Performance Bank Guarantee will not carry any interest. Bank Guarantee for Security Deposit cum Performance Guarantee shall be released only on completion of all contractual obligations including but not limited to Cl. No. 3.33 & 3.61, Section-4.0, Vol.-I of this specification. If any loss or damage is incurred by the GIPCL on account of breach of any of the clauses mentioned in this contract or any other amount arising out of the contract becomes payable by the contractor to the GIPCL, and the GIPCL will in addition to such other rights that it may have under the law, the GIPCL may appropriate the whole or part of the Security Deposit and such an amount appropriated will not be refunded to the contractor.
- 9.2 The Security Deposit cum Performance Guarantee and contract PBG can be in the form of an irrevocable Bank Guarantee on Non-judicial stamp paper of value not less than Rs. 100/- (or appropriate value as per Stamp Act relevant to place of execution) as per proforma enclosed as Appendix-16 (B), Volume-I obtained from any Nationalized Bank or other bank as per list given in Appendix-15 only.
- 9.3 The above Security Deposit shall be furnished within 30 days from the date of issue of the LOI failing which the EMD paid by the bidder would be forfeited besides cancellation of Contract and to recover all cost and liability thereof from Bidder.
- 9.4 The Security deposit cum performance guarantee shall cover additionally the following guarantees to the Purchaser.
- a. The successful bidder guarantees the successful and satisfactory operation of the equipment supplied and erected and works executed under the Contract, as per the Specification and documents.



- b. The successful bidder further guarantees that, the equipment provided and installed by him and the works executed shall be free from all defects in design, material and workmanship and shall upon written notice from the Purchaser fully rectify free of expenses to the Purchaser such defects as developed under the normal use of the said works within the period of guarantee specified in the relevant clauses of this Specification.
 - c. Plant /machine shall give desired output when working in Tandem.
- 9.5 If the project execution period is going to be extended, then the BG shall be extended for the period as desired by GIPCL till the closure of Contract and finalization of LD. The banker's charges for the extended period will be borne by the Contractor well in advance. On any delay/failure to so extend the BG in advance before a month of the validity of BG, GIPCL shall invoke the BG & realize the proceeds.
- 9.6 All charges for preparing the contract document, Bank Guarantee including legal fees, stamp fees, etc. shall be borne by the Contractor.
- 9.7 This BG is intended to secure the faithful execution of the project, and it is not to be construed as limiting the damages stipulated in the other clauses of the contract.
- 9.8 In addition to Security deposit cum Performance Bank Guarantee, the successful bidder shall submit the Performance Bank Guarantee for an amount equal to 10% of the Comprehensive Operation & Maintenance price, before two (2) months from the date of commencement of Comprehensive Operation & Maintenance and should be valid up to 44 Months (i.e. 2 months before commencement of O&M + 36 Months O&M + 6 Months claim period).
- 9.8.1 The Performance Bank Guarantee can be in the form of an irrevocable Bank Guarantee on Non-judicial stamp paper of value not less than Rs. 100/- (or appropriate value as per Stamp Act relevant to place of execution) as per proforma enclosed as Appendix-16 (B), Volume-I obtained from any Nationalized Bank or other bank as per list given in Appendix-15 only.
- 9.8.2 If the Comprehensive operation and maintenance period is going to be extended, then the BG shall be extended for the period as desired by GIPCL till the closure of O&M Contract. The banker's charges for the extended period will be borne by the Contractor well in advance. On any delay/failure to so extend the BG in advance before a month of the validity of BG, GIPCL shall invoke the BG & realize the proceeds.
- 9.8.3 All charges for preparing the contract document, Bank Guarantee including legal fees, stamp fees, etc. shall be borne by the Contractor. All charges for preparing the contract document, Bank Guarantee including legal fees, stamp fees, etc. shall be borne by the Contractor. The Comprehensive O&M BG shall be released only on completion of all contractual obligations including but not limited to the scope of works of Comprehensive operation of maintenance mentioned in Vol-II, Part-2, Section-8.
- 10.0 MANNER OF EXECUTION OF CONTRACT**
- 10.1 The Owner/Purchaser after the acceptance of the 'Letter of Intent' by the Vendor/Contractor will send one copy of the final agreement to the Vendor/Contractor for his scrutiny and approval.
- 10.2 The agreement shall be signed on a date and time to be mutually agreed within the specified period.
- 10.3 The agreement will be signed in two (2) originals and the Vendor/Contractor shall be provided one signed original and the rest will be retained by the Owner/Purchaser.
- 10.4 The Vendor/Contractor shall provide free of cost to the Owner/Purchaser all the engineering data, drawings and descriptive materials submitted with the bid, in at least Four copies to form



a part of the 'Contract' immediately after the issue of the 'Letter of Intent'. The Bidder shall also submit a scan/soft copy of all the documents submitted with the bid for records.

- 10.5 Subsequent to signing of the 'contract', the Vendor/Contractor at his own cost shall provide the Owner/Purchaser with at least 4 (Four) true copies of the 'Contract document' within Fifteen (15) days after the signing of the Contract.

11.0 EFFECT AND JURISDICTION OF CONTRACT

- 11.1 The contract shall be considered as having come into force from the date of LOI and the time schedule for the delivery, erection, testing & commissioning of the equipment covered under this contract is to be calculated from the date when the contract comes into force, i.e., the date of LOI.
- 11.2 The laws applicable to this contract shall be the laws in force in India. The District Court of Vadodara and High Court of Ahmedabad, Gujarat shall have exclusive jurisdiction in all matters arising under this contract.
- 11.3 The laws applicable to this contract shall be laws in force in India on the date stipulated for receipt of the proposal. In case change in laws in India shall affect the contract price, then the same shall be discussed between the Purchaser and the Contractor and compensated after mutual agreement between the Purchaser and Contractor.
- 11.4 The law governing the procedure and administration of any arbitration instituted under the clause for arbitration shall be the Indian law.

12.0 ASSIGNMENT AND SUBLETTING OF CONTRACT

- 12.1 The Vendor/Contractor shall not assign the 'Contract' or 'any part' thereof or any benefit or interest therein or there-under (otherwise than by a charge in favor of the Vendor's/Contractor's/Bankers of any moneys due or to become due under this 'contract') without the prior written consent of the Owner/Purchaser.
- 12.2 The Vendor/Contractor shall submit two (2) copies of the subcontractor's experience to the Owner to confirm the suitability of the Sub-Contractor to perform the 'Work' Sub-Vendor approval by Purchaser shall be based on credentials furnished by the Contractor. All sub-vendor equipment/items shall be sourced by the Contractor, only from Purchaser approved sub vendors. Mere approval of the sub-vendor by the owner, does not absolve the contractor of his contractual obligations. In case, the Contractor engages any Subcontractor to carry out a part of the work, the Subcontractor should have requisite Government License for carrying out such part of the work
- 12.3 The manufacturer of all the equipment/ instruments under this specification shall be subject to Owner's approval in the event of order. Contractor shall furnish a list of makes/ sub-vendors/sub-contractors along with his bid. Owner reserves the right to accept/ reject any make or sub-vendor or add new makes/ sub-vendors for the project, after award of contract. Approval, rejection or addition of makes shall not have any cost implication to the Owner after award of contract.
- 12.4 The Vendor/Contractor shall not sublet the whole of the 'Contract'. Except where otherwise provided by the contract, the Vendor/Contractor shall not sublet any part of the 'Contract' without the prior written consent of the Owner/Purchaser, which shall not be unreasonably withheld and such consent if given, shall not relieve the Vendor/Contractor, from any liability or obligation under the 'Contract' and he shall be responsible for the acts, defaults and neglects of any Sub-Vendor/Sub-Contractor, his agents, servants or workmen as fully as if they were the acts, defaults or neglects of the Vendor/Contractor, his agents, servants, or workmen.



- 12.5 In the event of the contractor contravening this condition, Purchaser shall be entitled to place the Contract elsewhere on the Contractor's account and at his risk and the contractor shall be liable for any loss or damage which the Purchaser may sustain in consequence or arising out of such replacing of the contract.
- 12.6 The Vendor/Contractor shall be responsible for transmitting pertinent data of all contract terms and conditions to the Sub-Vendors/Sub-contractors. The Vendor/Contractor shall furnish to the Owner/Purchaser four (4) un-priced copies of all sub-orders showing promised delivery dates/places/work program.
- 12.7 For components/equipment procured by the Contractor for the purpose of the contract after obtaining the written approval of the Owner, the Contractors specification shall call for quality plans to be submitted by the suppliers along with their proposals. The quality plan called for from the suppliers shall set out, during the various stages of manufacture and installation, quality practices and procedures followed by the supplier's quality control organization, the relevant reference documents/standards used, acceptance level, inspection of documentation raised etc. Such quality plans of the selected supplier shall be discussed and finalized in consultation with the Engineer and shall form a part of purchase order of Contractor on that supplier. Un-priced copies of such order or orders are to be submitted to the Owner within 15 days after placement of the order by the Contractor showing promised delivery dates/places/work program.
- 12.8 Should any Sub-Contractor fail to carry out any portion of the 'Work' satisfactorily, this work shall be cancelled by the Vendor/Contractor on written Notice to the effect from the Owner/Purchaser. The 'Work' however shall be continued by the Vendor/Contractor himself or through another approved Sub-Contractor with no additional cost and time effect to the Owner.
- 12.9 Subcontracting a work shall not, under any circumstances, relieve the Contractor from its obligations towards the Project and the Owner

13.0 PATENT RIGHTS AND ROYALTIES

- 13.1 Royalties and fees for patents covering materials, articles, apparatus, devices equipment or processes used in the works shall be deemed to have been included in the contract price. The contractor shall satisfy all demands that may be made at any time for such royalties or fees, and he alone shall be liable for any damages or claims of patent infringements and shall keep the Owner indemnified in that regard. The contractor shall, at his own cost and expense, defend all units or proceedings that may be instituted for alleged infringement of any patents involved in the works and in case of an award of damages, the contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Owner, the same shall be defended at the cost and expenses of the contractor who shall also satisfy/comply any decree, order or award made against Owner. But it shall be understood that no such machine, plant work material or thing has been used by the Owner for any purpose or any manner other than that for which they have been furnished and installed by the Contractor and specified under these specification, final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. In the event of any apparatus or equipment, or any part thereof furnished by the contractor is in such suit or proceedings held to constitute infringement and its use is enjoined, the contractor shall, at his option, the right to continue use of said apparatus, equipment, or part thereof, replaces it with non-infringing apparatus or remove the equipment and refund the purchase price plus transportation and installation cost thereof.

14.0 TIME THE ESSENCE OF CONTRACT

- 14.1 The time and the date of completion of the works as stipulated in the Tender document and so incorporated in the Letter of Intent (LoI), shall be deemed to be the essence of the contract. The Contractor shall so organize his resources and perform his work as to complete it not later than the date agreed to.



- 14.2 The Contractor shall submit detailed PERT network and shall discuss the network so submitted with the Owner of the agreed network which may be in the form as submitted or in revised form in line with the outcome of discussions shall form part of the Contract to be signed within One (1) month from the date of LOI. This schedule shall cover the works mentioned in the project completion schedule furnished by the bidder. During performance of the contract, if in the opinion of the Engineer proper progress is not maintained, suitable changes shall be made in the contractor's operations to ensure proper progress, as per PERT NETWORK.
- 14.3 The Bar/ PERT Chart provided by the Contractor shall be submitted to GIPCL for approval prior to commencement of the execution of the Project. All comments and modifications provided by GIPCL shall be incorporated and adhered to by the Contractor in the Timeline, Bar/ PERT Chart, detailed execution plan, etc. for execution of the Project.
- 14.4 The above PERT network shall be reviewed, and periodic review reports shall be submitted by the Contractor as directed by the Engineer.

15.0 DEDUCTIONS FROM CONTRACT PRICE

- 15.1 All costs damages, Claims or expenses which the Owner may have paid for which under the 'Contract' the contractor is liable, will be claimed by the Owner from the Contractor and shall be paid by the Contractor from any moneys due or becoming due to the Contractor or will be deducted by the Owner from deposited bank guarantees, under the 'Contract' or any contract are being executed elsewhere with the Owner and balance if any may be recovered by actions of law or otherwise, if the Contractor fails to satisfy the Purchaser of such claims.
- 15.2 In addition to the provision of clause above, which relates to the recovery by the Purchaser of any amounts that the Owner may have paid for which the Contractor is liable under the Contract, the Owner shall also be entitled to recover all dues in terms of the Contract including Liquidated Damages for delay, penalties for shortfall in the guaranteed performance parameters, etc. by way of deductions from the payments due to the Contractor or that may become due to the Contractor in future or from any securities/guarantees under the Contract and / or otherwise.
- 15.3 Any sum of money due and payable to the Contractor, as per the Contract Agreement, may be appropriated by the Owner and set off against any claim of the Owner, for the payment of a sum of money arising out of or under any other contract made by the Contractor with the Company. It is an agreed term of the Contract that the sum of money, withheld or obtained under this clause by the Company, will be kept withhold or retained as such by the Owner or till this claim arising out of in the same Contract is either mutually settled or determined by the arbitrator, or by competent court, as the case may be, and that the Contractor shall have no claim for interest or damages whatsoever on this account or any other account in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

16.0 TERMS OF DELIVERY

- 16.1 All items are to be delivered to destination with the time specified in the contract. Destination of delivery shall be on Free on Road (FOR) Destination 2375MW Solar/Wind/Hybrid Renewable Energy Park at Great Rann of Kutch, Gujarat.
- 16.2 In case of imported items, if any, the contractor shall be responsible for shipping the equipment in assembled conditions or to the maximum extent of assembly practicable unless otherwise stated in the contract.
- 16.3 The Owner reserves the option of accepting equipment fully assembled and to waive the need for unpacking.



- 16.4 In case of imported items if any, the contractor shall pay all dock and harbor dues, and all other expenses whatsoever incurred in connection with the import of plant/equipment into India.
- 16.5 The Onus of transport and delivery of all goods/equipment both indigenous & imported from source/works to project site shall be rest with the contractor completely as a part of this EPC Contract.
- 16.5.1 The Contractor shall deliver the equipment of the plant and machineries in accordance with the terms of the Contract at the time(s) to the place(s) and in the manner specified in the Contract. The Contractor shall comply with instructions that may be given by the Owner from time to time regarding the transit of the plant and material.
- 16.6 Notification of delivery or dispatch in regard to each and every consignment shall be made to the Owner immediately after dispatch or delivery from the manufacturing works. The Contractor shall supply to the consignee Invoice in triplicate and packing account of all stores delivered or dispatched by him.
- 16.7 In case of any occurrence of loss or damage in transit, it shall be the liability of the Contractor to initiate or pursue the claim with the Insurance Company. It should take immediate steps to repair the damaged apparatus or replacement there to.

17.0 LIABILITIES DURING TRANSIT

- 17.1 The Contractor shall be responsible for loss, damages, or depreciation to goods or of plant, equipment, and machineries up to delivery at the Site.

18.0 PACKING, FORWARDING AND SHIPMENT & PACKAGING

- 18.1 The Contractor will be responsible for the goods being properly packed and marked for shipment by Rail, Road Sea or Air to see that goods are delivered in an acceptable condition at project site. Goods shall be assembled to the maximum extent practicable prior to dispatch. All goods shall be packed so as to withstand unusually rough handling. Packing case size and weights shall take into consideration the remoteness of the delivery point and absence of heavy handling facilities during transit and exposure to extreme temperature, salt and precipitation during transit & storage. Wherever necessary Heavy equipment should be mounted on skids, so that the cable slings may be readily attached. Packaging of complete units is desired in those instances where item is to be warehoused upon acceptance and later re-dispatched or issued as a complete unit. Special packing instructions may be included in the specification for each item.
- 18.2 The contractor wherever applicable shall after proper painting, pack and crate all equipment in a manner suitable for import/export to a tropical, humid climate region in accordance with the internationally accepted import/export practices and in such a manner so as to protect it from damage and deterioration in transit by road, rail and/or sea and during storage at the 'site' till the time of erection. The Contractor shall be held responsible for all damages due to improper packing.
- 18.3 The Contractor shall give complete information concerning the weight, size content of each package including any other information the Owner may require, such as date of shipment from works and port of embarkation as well as expected date of arrival of such shipment at the designated port of arrival at site etc. The following documents shall be couriered to the Owner within Seven (07) days from the date of shipment.
- Bill of lading (3 non-negotiable copies)
 - Invoice (3 copies)
 - Packing list (3 copies)
 - Inspection Certificate (3 copies)



- Test Certificate, wherever applicable (3 copies)
- Invoice for Ocean freight (3 copies)
- Certificate of Country of Origin (3 copies)
- Certificate of Insurance (3 copies)
- Documents regarding Third party inspection, if applicable (3 copies)
- O & M Manuals &/or Catalogues
- Any other document as required by Bank (3 copies)

For Indigenous Equipment:

The following documents shall be sent by courier to the Owner within three (3) days from the date of dispatch of each consignment:

- Invoice (3 copies)
- Photocopies of the clean lorry receipt (3 copies)
- Contractors signed Invoice (3 copies)
- Challan & Packing list (3 copies)
- Inspection Certificate (3 copies)
- Approved Test Certificates, wherever applicable (3 copies)
- Certificate of Insurance (3 copies)
- O & M Manuals &/or Catalogues

18.4 The distribution of copies of the above documents shall be as follows:

- Finance & A/c Dept. GIPCL, Vadodara : 1 copy
- Project Manager/ PROJECT/ 2375MW RE Park,
Great Rann of Kutch : 2 copies.

18.5 The Contractor shall prepare detailed packing list of all packages and containers, bundles and loose material forming each and every consignment dispatched to site. The Contractor shall further be responsible for making all necessary arrangements for loading, unloading and other handling right from his works till the site and also till the equipment is erected, tested and commissioned. The Contractor shall be solely responsible for proper storage and safe custody of all equipment.

18.6 Ocean transportation shall preferably be by Indian Flagship vessels.

18.7 New materials shall be used for Packing and all packing materials become property of the owner on receipt of material at site.

18.8 Each individual package of each shipment shall be clearly marked for identification as follows:

a) Name address of the consignee:

**MANAGER-PROJECTS/PROJECT MANAGER
2375MW RE PARK,
GUJARAT INDUSTRIES POWER COMPANY LIMITED,
GREAT RANN OF KUTCH, GUJARAT-370201,
INDIA.**

b) Project name: 2375 MW Solar/Wind/Hybrid Renewable Energy Park at Great Rann of Kutch, Gujarat

c) Contract No:

d) Packing No:



- e) Net weight/Gross weight:
 - f) Port of lading:
 - g) Destination port:
 - h) Ultimate destination:
- 18.9 All packages must be marked consecutively from number one upwards covering all shipments until completion of the contract without repeating the same number.
- 18.10 Each box, crates, case bundles or each piece of loose material shall be painted with a combination of one green band and one red band of at least 4cm wide each, round the body of the box, crates etc., as the case may be. The purpose of color band is for easy identification of GIPCL cargo, during customs clearance.
- 18.11 **PACKAGING**
- All the equipment shall be suitably protected, coated, covered or boxed and crated to prevent damage on deterioration during transit, handling and storage at site till the time of erection while packing all the materials, the limitations from the point of view of availability of railway wagon sizes in India should be taken account of. The Vendor/Contractor shall be responsible for any loss or damage during transportation, handling and storage due to improper packing.
- 19.0 SHIPPING NOTES & DOCUMENTS**
- 19.1 The Contractor shall supply shipping documentation strictly in the English language. The Onus of transport and delivery of all goods/equipment to be imported from source/works to project site shall rest with the contractor completely as a part of this EPC Contract. The Contractor shall have to arrange any clearance, permission, if required at his own risk and cost, from any Government (Government of State and Government of India) or any Government (Government of State and Government of India) controlled organization for transportation of materials from manufacturing shop to delivery at any site. Necessary certificates if so required shall be issued by GIPCL within reasonable time after getting written request from the Contractor along with the necessary documents substantiating necessity of such approvals.
- 19.2 Shipping procedure for imported equipment: The contractor shall make his own arrangement for shipment and may appoint their forwarding agent. The Guidelines of Ministry of shipping & Surface transport/ Government of India shall be followed.
- 19.3 Packing list which must indicate whether shipment is partial or complete and which shall incorporate the following information on each container, etc., according to its individual shipping number:
- a) Export case markings
 - b) Case number
 - c) Gross weight and net weight in kilograms
 - d) Dimensions in centimeters
 - e) Complete description of materials with identification of all parts to the respective drawings, catalogues and instruction manuals. The identification of the parts shall be contained on an identification tag fastened to the respective part.
- 19.4 The shipping documents shall include the following:
- 19.4.1 Bill of lading/airway bill, signed invoices, packing list, certificate of country of origin, Owner certificate accepting shipment, a certificate from the contractor that drawings/documents for the purpose of customs clearance have been enclosed with the packages for shipment etc.



19.4.2 The signed invoice must indicate the following:

- a) Details of goods, i.e. names, types, qualities, quantities, net weights and other particulars as available for each type including trademarks or other symbols of such goods.
- b) Selling price or value of goods per unit expressed in the type of currency under transaction. This price or value shall be the actual price or value of goods as stated in the price schedule.
- c) other expenses:
 - i. Packing charges if any.
 - ii. Insurance premiums, if insured.
 - iii. Freight.
 - iv. Others, if any.

19.5 In case of shipment by airfreight, the airway bill number, name of the airline, flight number and date of arrival in Bhuj/Vadodara/Ahmedabad (Gujarat, India) shall be advised immediately to GIPCL as advance intimation.

19.6 In case of short/shipment for which the Contractor is responsible, he shall make prompt delivery of the short/shipped goods at no cost to GIPCL, and the Contractor shall bear all additional expenses incurred by GIPCL due to such short shipment. The Contractor shall bear all additional expenses including customs duty (since the additional expenses including customs duty (since the consignment would have already suffered Customs duty in the first instance itself).

20.0 DEMURRAGE, WHARFAGE, ETC.

20.1 All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason for delay in observing the formalities set out elsewhere in this document shall be to the account of the contractor.

21.0 INSURANCE

For all materials related to Insurance please refer **Appendix-25- Insurance Documents**.

22.0 TROPICAL SERVICEABILITY

22.1 All equipment furnished under the Contract shall be suitable and whenever necessary treated and processed for delivery, storage and use under tropical conditions including high temperature, high humidity, mild dew and fungus conducive environment. All equipment shall be specially protected with protective coating and other measures to ensure prevention of rusting of the equipment/material. An approved drying agent such as 'silica gel' shall be packed in containers or packages holding parts which should not be adversely affected by moisture or excessive humidity.

23.0 INSPECTION, TESTING AND INSPECTION CERTIFICATE

23.1 The Owner and/or his duly authorized representative shall have at all reasonable times access to the contractor premises or works and shall have the power at all reasonable times to inspect and examine the materials and workmanship of the works during its manufacture and if part of works is being manufactured or assembled on other's premises of works, the contractor shall obtain for the Owner and for his duly authorized representative, permission to inspect, as if the works were manufactured or assembled on the contractors own premises.

23.2 The Contractor shall furnish in English translation of the standards to which shop tests on equipment shall conform. He shall finalize the test methodology, test set up furnish list of tests and their approximate time and place of tests to the Owner.



- 23.3 The Contractor shall give the Owner Inspector fifteen (15) days' notice by e-mail/Letter of any material being ready for testing. Such tests shall be to the contractor's account excluding the expenses of the Inspector towards all lodging and boarding. The Owner/ Inspector, unless the inspection of the tests is virtually waived, shall attend such tests within thirty (30) days from the date on which the equipment is notified as being ready for inspection/witnessing of test, failing which, the Contractor may proceed with the tests which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of the test results/certificates in triplicate for approval. The Contractor shall assemble equipment and carry out shop test in the works in the presence of GIPCL's Engineers or representatives or hired agency.
- 23.4 The Owner/Purchaser or Inspector shall within seven (7) days from the date of inspection as defined herein give notice in writing to the Contractor of any objection to any drawings unless already approved earlier testing procedure and testing facilities and all or any equipment and workmanship which in his opinion is not in accordance with the contract. The Contractor shall give due consideration to such objection and shall make the modifications that may be necessary to meet the said objections or otherwise, the Owner at his liberty may reject all or any component of plant or workmanship connected with such work
- 23.5 When the factory tests have been completed at the contractors or sub-contractors works, the Owner/Purchaser/Inspector shall issue a certificate to this effect within seven (7) days after completion of tests but if the tests are not witnessed by the Owner/Purchaser/Inspector to issue such a certificate shall not prevent the contractor from proceeding with the contract. The completion of these tests or the issue of the certificate shall not bind the Owner/Purchaser to accept the equipment should it, on further tests after erection, can be found not to comply with the contract.
- 23.6 In all cases where the contract provides for tests whether at the premises of works of the contractor or any sub-contractor the Contractor where otherwise specified, shall provide free of charge such items as labor, materials, electricity, fuel, water stores, apparatus and instruments, as may reasonably be demanded by the Owner/Purchaser/Inspector or his authorized representative(s) to carry out effectively, such tests of the equipment in accordance with the contract and shall give facilities to the Owner/Purchaser/Inspector or to his authorized representative to accomplish testing.
- If the Owner desires, testing of any component(s) of the plant be carried out by an independent agency, the inspection fee, if any, shall be paid by the Owner. However, the Contractor shall render all necessary help to GIPCL whenever required free of charge.
- 23.7 The inspection by the Owner/Purchaser and issue of inspection certificate thereon shall in no way limit liabilities and responsibilities of the Contractor in respect of the agreed quality assurance program forming a part of the contract.
- 23.8 Final acceptance letter after witnessing the test by the Owner/Purchaser's representative shall be issued by the office awarding this contract. The contractor shall dispatch the equipment after receipt of the letter of consent from the office awarding the contract.
- 23.9 The Owner or his authorized representative shall have the right to carry out inward inspection of the items on delivery at the Site and if the items have been found to be not in line with the approved specifications, shall have the liberty to reject the same.
- 23.10 Final acceptance letter for the test certificates will be approved by the Owner/Purchaser within 10 (Ten) days from the date of receipt of test reports. The Contractor has to provide the necessary testing reports to GIPCL as and when required.
- 23.11 Neither the waiving of inspection nor acceptance after inspection by GIPCL shall, in anyway, absolve the Contractor of the responsibility of supplying the plant and equipment strictly in accordance with specification and drawings etc.



- 23.12 If any item is not found conforming to standards during test / inspection, the same shall be replaced / rectified by Contractor without any cost to Owner and shall be re-offered for inspection.
- 23.13 The work is subject to inspection at all times and at all places by Owner. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is carried out according to the relevant codes of practice.
- 23.14 Decision of the Owner in regard to the quality of work and materials and performance to the specifications and drawings shall be final.

24.0 LIABILITY FOR ACCIDENTS TO PERSONS

- 24.1 The Contractor shall indemnify and save harm to the Owner against all sections, suits, claims, demands, cost of expenses arising in connection with injuries suffered, prior to the date when the works or plant shall have been taken over, by the Owner by person employed by the Contractor or his sub-contractor on the works whether under the general law or under the workmen's compensation Act, 1923, or any other statute in force on the date of the contract, dealing with question of liability of Owner/GIPCL for injuries suffered by employees and to have taken steps properly to insure against any claims there under.
- 24.2 On the occurrence of an accident which results & in the death of the workmen employed by the Contractor or which is due to the contract work and of so serious as to be likely to result in the death of any such workmen, the Contractor within 24 hours of happening of such accident intimate in writing to the Owner and such officers required by the provision of the workmen's compensation Act the fact of such accident. The Contractor shall indemnify the Owner against all loss or damage sustained by the Owner resulting directly or indirectly from his failure to give intimation the manner aforesaid including the penalties or fines, if any payable by the Owner as a consequence, of the Purchaser's failure to give notice under the workmen's Compensation Act or otherwise to conform to the provisions of the said Act in regard to such accident.
- 24.3 In the event of any claim being made, or action brought against the Owner involving the Contractor and arising out of the matters referred to and in respect of which the Contractor is liable under clause, the Contractor shall be immediately notified thereof, and he shall with the assistance, if he so requires, of the Owner but at the sole expense of the Contractor, conducts all negotiations for the settlement of the same or any litigation that may arise there from. In such cases, the Owner shall, at the expense of the Contractor, afford all available assistance for any such purpose.
- 24.4 In the event of an accident in respect of which compensation may become payable under workmen's Compensation Act VII of 1923 and any subsequent amendment thereof whether by the Contractor, or by the Owner, as principal it shall be lawful for the Owner to retain out of money due and payable to the Contractor such sum or sums of money as may be in the opinion of the said Owner be sufficient to meet such liability. The opinion of the Owner shall be final in regard to all matters arising under this clause and will not be subject to any arbitration.
- 24.5 Liability for damage or loss to third party including inspection officers due to act of the Contractor or his sub-contractor connected with the execution of the contract shall be fully borne by the Contractor. The Contractor shall maintain such detailed records to furnish information regarding entertainment and discharge of all workmen employed under this contract as to be adequate for the timely and full settlement of claims under the Workmen's compensation Act. All cases of accidents or injuries shall be reported to the Engineer with all the full details required for the settlement under the workmen's compensation Act.
- 24.6 The Contractor should report about all accidents within 24 hours to the Concerned Engineer of the Owner in the preliminary accident form. He should furnish other particulars such as medical certificates, wage particulars, fitness, etc., in due course without delay.



25.0 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

- 25.1 The delivery/completion period given in the clause 9.0 Section 5- SCC- Vol-I "Work Completion Period" shall be guaranteed under liquidated damages clause given below:

Time is the essence of the contract. The Scheduled date for completion including taking Over by Owner is indicated at Clause 9.0 Section-5-SCC-Vol-I "Work Completion Period". If the Contractor fails to complete the phase wise work within the time specified in the contract or any extension thereof, the Company shall recover from the Contractor as liquidated damages (LD) as below.

Phase -I:

A sum of zero-point Twenty-five percent (0.25%) of the total contract price plus applicable GST for each complete week of delay.

Phase - II:

A sum of zero-point Twenty-five percent (0.25%) of the total contract price plus applicable GST for each complete week of delay.

However, the total liquidated damages shall not exceed 10% of the total contract value plus applicable GST.

This clause shall be read along with clauses 9.0 of Section-5-SCC- Vol-I and Section-8 Vol-I- Price Schedules.

- 25.2 For calculation of Liquidated Damages, the date of issue of LOI shall be the reference date.

26.0 VENDOR'S/CONTRACTOR'S DEFAULT

- 26.1 If the Contractor shall neglect to execute the works with due diligence and expedition or shall refuse or neglect to comply with any reasonable orders given to him in writing by the Owner/Purchaser in connection with the works or shall contravene the provisions of the Contract, the Owner/Purchaser may give notice in writing to the Contractor to make good the failure, neglect or contravention complained of. Should the Contractor fail to comply with the notice within fifteen (15) days from the date of service thereof, then and in such case the Owner/Purchaser shall be at liberty to execute such part of the work as the Contractor may have neglected or if the Owner/Purchaser shall think fit, it shall be lawful for him, without prejudice to any other right he may have under the Contract to take the works wholly or in part out of the Contractor's hands and re-contract with any other person or persons to complete the works or any part thereof and in that event the Owner/Purchaser shall have free use of all Contractors equipment that may have been at the time on the site in connection with the works without being responsible to the Contractor for wear and tear thereof and to the exclusion of any right of the Contractor over the same and the Owner/Purchaser shall be entitled to retain and apply any balance which may otherwise be due on the Contractor by him to the Contractor or such part thereof as may necessary, to the payment of the cost of executing a part thereof as aforesaid shall exceed the balance due to the Contractor, the Contractor shall pay such excess. Such payment of excess amount shall be independent of the liquidated damages for delay which the Contractor shall have to pay if the completion of works is delayed.
- 26.2 In addition, such action by the Owner/Purchaser as aforesaid shall not relieve the Contractor of his liability to pay Liquidated Damages for delay in completion of works as defined in Clause 25.0 of this section. The termination of the Contract under this clause shall not entitle the Contractor to reduce the value of the Performance Bond/Guarantee nor the time thereof. The Performance Bond/Guarantee shall be valid for the full value and for the full period of the Contract including guarantee period.



27.0 OUTBREAK OF WAR

- 27.1 If during the currency of the Contract there shall be an outbreak of war, whether declared or not, in any part of the World, which whether financially or otherwise materially affect the execution of the 'Works', the Vendor/Contractor shall, unless and until the 'Contract' is terminated under the provisions in this clause continue to use his best Endeavour to complete the execution of the 'Works', provided always that the Owner shall be entitled, at any time after such outbreak of war to terminate the 'Contract' by giving notice in writing to the Vendor/Contractor, and upon such notice being given, the 'Contract' shall save as to the rights of the parties under this clause and to the operation of clauses titled 'Settlement of Dispute' be terminated but without prejudice to the rights of either party in respect of any antecedent breach thereof.
- 27.2 If the 'Contract' shall be terminated under the provisions of the above clause, the vendor/Contractor shall with all reasonable diligence remove from the 'Site' all the Vendor's/Contractor's equipment and shall give similar facilities on his sub-vendors/sub-Contractors to do so.

28.0 FORCE MAJEURE

- 28.1 Force Majeure is herein defined as any cause which is beyond the control of the Contractor/ Supplier/ Seller or Owner/Purchaser as the case may be which they could not foresee or with a reasonable amount of diligence could not have been foreseen and which substantially affect the performance of the "Contract" such as:
- a. Acts of God, natural calamities, including but not limited to floods, droughts, earthquakes (above 7.0 magnitude on Richter scale), lightning and epidemics;
 - b. Acts of any Govt., domestic or foreign, including but not limited to war, declared or undeclared priorities, invasion, foreign enemies' hostilities, civil war, rebellion, revolution, insurrection, military coup, damage from aircraft, nuclear fissions, quarantines, embargoes;
 - c. Acts of public enemy, accidents and disruptions, including but not limited to fires (not caused by the Contractor's negligence), explosions, and other causes which the Contractor has no control and accepted as such by GIPCL whose decision shall be final and binding;
 - d. Transportation delays due to force majeure (condition as mentioned in (a))
 - e. Riots (other than among Contractor's employees) and civil commotion
 - f. Normal rainy season and monsoon are not Force Majeure.
 - g. Any strike / lockouts at works or site of the Contractor or his sub-supplier/sub-contractor shall not be considered as force majeure condition
- Provided either party shall within seven (07) Days from the occurrence of such a cause notify the other in writing of such causes giving full particulars and satisfactory evidence in support of its claim.
- 28.2 The Contractor or the Owner/Purchaser shall not be liable for delays in performing his obligations resulting from any force majeure cause as referred to and/or defined above.
- 28.3 If the performance in whole or part by the Vendor/Contractor or any obligations under the Contract is prevented or delayed by "Force Majeure" condition for the continued or aggregated period of exceeding 2 months, the Owner may at his option or discretion terminate the Contract in whole or part thereof by notice in writing.



28.4 Time for performance of the relative obligation suspended by the Force Majeure shall stand extended by the period for which such clause lasts.

28.5 The Contractor shall not claim any compensation for Force Majeure conditions and shall take appropriate steps to insure men and materials utilized by it under the Contract well in advance.

29.0 LIABILITY FOR DAMAGE TO PLANTS OR WORKS

29.1 Under the Contract, the Contractor shall be responsible for loss or damage to the plant and plant equipment until taking over of the plant by Owner.

29.2 The Contractor shall during the progress of the work properly cover up and protect the work and plant from injury by exposure to the weather, and shall take every reasonable, proper, timely and useful precaution against accident or injury to the same from any cause and shall be and remain answerable and liable for all accidents or injuries there to which until the same, be or be occasioned by the acts or omissions of the Contractor or his workmen or his sub-Contractors, and all losses and damages to the works or plant arising from such accidents or injuries as aforesaid shall be made good in the most complete and substantial manner by and at the sole cost of the Contractor and to the reasonable satisfaction of the Engineer. Should such loss or damage happen to units of works or plant or materials failing outside the scope of this contract and due to the contract, those shall be replaced or compensated for by the Contractor to the satisfaction of engineer.

29.3 In the case of loss or damage to any portion of the work occasioned by other causes, the same shall, if required by the Owner, be made good by the Contractor in like manner but at the cost of the Owner at a price to be agreed between the Contractor and the Owner and the Owner shall pay to the Contractor the contract value of the portion of the work so lost or damaged or any balance of such contract value remaining unpaid as the case may be.

29.4 Until the work shall be deemed to be taken over as aforesaid, the Contractor shall also be liable for and shall indemnify the Owner in respect of all damage or injury to any person or to any property of the Owner or of others occasioned by Act of the Contractor or his work men or his sub-Contractors or by defective design, work or material but not due to cause beyond his reasonable control. Provided that the Contractor shall not be eligible under the contract for any loss of profit or loss of contracts or any claims made against the Owner not already provided for in the contract, nor for any damage or injury caused by or arising from acts of the Purchaser or of others (save as to damage by fire, as hereinafter provided) due to the circumstances over which the Contractor has no control nor shall his total liability for loss, damage or injury exceed the total value of the contract.

30.0 SUSPENSION OF WORK OR TERMINATION

30.1 The Owner/Purchaser reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the work will be issued by the Owner to the Contractor in writing. The time for completion of the work will be extended for a period equal to duration of the suspension and no financial compensation will be paid for the above suspension. No idle labor payments will be made on any account.

30.2 The Owner/Purchaser however shall not be responsible for any liabilities if suspension or delay is due to some default on the part of the contractor or his sub-contractor or any agencies outside the control of the Owner.



31.0 TERMINATION OF CONTRACT BY THE OWNER/ PURCHASER

- 31.1 The Owner reserves the right to terminate the Contract either in part or full due to reasons other than those mentioned under clause 26.0 GCC entitled "Contractor's Default". The Owner/Purchaser shall in such an event give fifteen (15) days' notice in writing to the Contractor of his decision to do so.

In the event the Owner terminates the Contract in whole or in part, pursuant to above, the Owner may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered, the Contractor shall be liable to the Owner for any excess costs for such similar goods. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

- 31.2 The Contractor upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and upon terms satisfactory to the Owner/Purchaser, stop all further sub-contracting or purchasing activity related to the work terminated and assist the Owner/Purchaser in maintenance, protection and disposition of the works required under the Contract by the Owner/Purchaser.
- 31.3 In case of non-performance in any form or change of the covenant and conditions of the Contract by the Contractor, the Owner shall have the power to annul, rescind, cancel or terminate the order and upon its notifying in writing to the Contractor that it has so done, this Contract shall absolutely determine. The decision of the Owner in this regard shall be final and binding.
- 31.4 The Owner may cancel the order or a portion thereof, and if so purchase or authorize purchase of the plant/equipment not so delivered or order Plant/ Equipment of similar description (opinion of the Owner shall be final) at the risk and cost of the Contractor.

32.0 NO WAIVER OF RIGHTS

- 32.1 Neither the inspection by the Owner/Purchaser nor the Owner or any of their officials, employees or agents nor any order by the Owner/Purchaser or the Engineer for payment of money or any payment for or acceptance of the whole or any part of the works by the Owner/Purchaser nor any extension of time nor any possession taken by the Owner shall operate as a waiver of any provision of the Contract, or of any power herein reserved to the Owner/ Purchaser, or any right to dam-ages herein provided nor shall waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

33.0 SETTLEMENT OF DISPUTES / ARBITRATION

- 33.1 All matters, questions, disputes, differences and / or claims arising out of and / or concerning, and /or in connection with, and /or in consequence of, and /or relating to this contract which may arise between the parties in connection with the Contract or any matter arising out of or in relation thereto shall be reported to Gujarat Public Work Contract Dispute Arbitration Tribunal and provision of Gujarat Public Work Contract Disputes Arbitration and Tribunal Act 1996 shall be applied as updates time to time.
- 33.2 The Contractor shall ensure that the work under this Contract shall continue during arbitration proceedings and dispute and no payments due from or payment by the Owner shall be withheld on account of such proceedings except to the extent which may be in dispute.
- 33.3 The Arbitrator may, from time to time, with the consent of the parties to the contract enlarge the time for making the award. The venue of the arbitration shall be Vadodara.



34.0 CONSTRUCTION OF CONTRACT

- 34.1 The Contract shall in all respect be construed and operated, as a Contract as defined in the Indian Contracts Act, 1872, and all the payments there under shall be made in Indian Rupees unless otherwise specified.

35.0 RIGHT TO USE UNSATISFACTORY EQUIPMENT OR MATERIALS

- 35.1 If after delivery, acceptance and installation and within the guarantee period the operation or use of an item proves to be unsatisfactory to the Owner/Purchaser and fails to meet the requirements of specifications under which it was purchased, he shall have the right to continue to operate or use such items until correction of defects by repair or replacement can be made by the Contractor without interfering with the Owner/Purchaser's operations. The Owner shall intimate the Contractor of such occurrence.

36.0 WARRANTY

- 36.1 The Contractor shall warrant that the equipment/Goods supplied will be new unused and of most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract and free from defects in material and workmanship for a period of twelve (12) calendar months commencing immediately upon the issue of Taking Over Certificate by GIPCL of the 2 X 0.5 MLD Desalination Plant. The Contractor's liability shall be limited to the replacement/repair of any defective parts in the equipment/ system under normal use and arising solely from faulty design, materials and/or workmanship provided always that such defective parts are not repairable at the site and are not in meantime essential in the commercial use of the plant. Such replaced defective parts shall be returned to the Contractor unless otherwise arranged at the cost of Contractor. No repairs or replacement shall normally be carried out by the Engineer when the plant is under the supervision of the Contractor's supervisory engineers.
- 36.2 In the event of an emergency wherein the judgment of the Engineer, delay would cause serious loss or damage, repairs, or adjustments may be made by the Owner or by a Third party chosen by the Owner with notice to the Contractor and the cost of such work shall be paid by the Contractor. In the event of such action being taken by the Engineer, the Contractor will be notified promptly, and he shall assist wherever possible in making necessary corrections. This shall not relieve the Contractor's liability under the terms and conditions of the Contract.
- 36.3 If it becomes necessary for the Contractor to replace or renew/ rectify any defective portions of the plant/ defective work executed under this clause, the provisions of this clause shall apply to the portions of the plant so replaced or renewed/ rectified until the expiration of twelve (12) months from the date of such replacement or renewal/ rectification. If any defects are not rectified within a reasonable time, the Engineer may proceed to do the work at the Contractor's risk and cost, but without prejudice to any other rights which the Owner may have against the Contractor in respect of such defects.
- 36.4 The replaced new parts shall be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the site, the Contractor shall bear the cost for such repair.
- 36.5 The cost of any special or general overhaul rendered necessary during the guarantee period due to defects in the plant or defective work carried out by the Contractor, the same shall be borne by the Contractor.
- 36.6 The acceptance of the equipment by the Engineer shall in no way relieve the Contractor of his obligation under this clause.
- 36.7 In case of those defective parts which are not repairable at site but are essential for the commercial operation of the equipment, the Contractor and the Engineer shall mutually agree



to a program of replacement of renewal which will minimize interruption/ dislocation to the maximum extent, in the operation of the plant and equipment.

- 36.8 At the end of the Warranty Period, the Contractor's liability ceases except for latent defects. In respect of goods supplied by Sub-Contractors to the Contractor where a longer guarantee is provided by such Sub-Contractors, the Owner shall be entitled to the benefit of such longer guarantee.
- 36.9 It should be clearly understood that all expenses in respect of replacement/ repair/ rectification during the warranty period including but not limited to transportation cost, all taxes, duties and levies as applicable, etc., till such parts are installed in the plant after necessary repairs/ replacement and the plant is put back into operation, shall also be to the Contractor's account.
- 36.10 This clause shall be read in conjunction with Cl. No. 45 below in this section.

37.0 ENFORCEMENT OF RIGHTS

- 37.1 The failure of either party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have under the contract.

38.0 GIFTS AND COMMISSIONS ETC.

- 38.1 Any graft, commission gift or advantage given, promised or offered by or on behalf of the Contractor or his partner, agent, officer, director, employee or servant or any one of his on their behalf in relation to the obtaining or to the execution of this or any other Contract with the Owner/Purchaser, shall in addition to any criminal liability which it may incur, subject the Contractor to the cancellation of this and all other Contract and also to payment of any loss or damage to the Owner/Purchaser resulting from any cancellation. The Owner/Purchaser shall then be entitled to deduct the amounts so payable from any moneys otherwise due to the Contractor under this contract.

39.0 RELEASE OF INFORMATION

- 39.1 The Contractor shall not communicate or use in advertising, publicity, sales releases or in any other medium photographs or other reproduction of the works under this contract or description of the site, dimensions, quality or other information, concerning the work unless prior written permission has been obtained from the Owner/Purchaser.

40.0 TITLE

- 40.1 Notwithstanding contrary contained in this clause, both legal and equitable title to all the materials, equipment and apparatus covered by the contract shall be passed to the Purchaser at manufacturer's works.

41.0 CERTIFICATE NOT TO AFFECT RIGHT OF OWNER/ PURCHASER AND LIABILITY OF VENDOR/ CONTRACTOR

- 41.1 No interim payment certificate of the Owner/Purchaser or the Engineer, nor any sum paid on account by the Owner/Purchaser, nor any extension of time for execution of the 'Works' granted by the Owner/Purchaser or the Engineer shall affect or prejudice the rights of the Owner/Purchaser against the Vendor/Contractor or relieve the Vendor/Contractor of his obligations for the due performance of the 'Contract' or be interpreted as approval of the 'Works' done or of the equipment furnished and no certificate shall create liability in the owner/Purchaser to pay for alterations, amendments, variations or additional 'Works' not ordered, in writing, by the Owner/Purchaser or the Engineer or discharge the liability of the



vendor/Contractor for the payment of damages whether due, ascertained, or certified or not or any sum against the payment of which he is bound to indemnify the Owner/Purchaser nor shall any such certificate nor the acceptance by him of any such paid on account or otherwise affect or prejudice the rights of the Vendor/Contractor against the Owner/Purchaser.

42.0 OWNER'S/PURCHASER'S OR ENGINEER'S DECISION

- 42.1 In respect of all matters which are left to the decision of the Owner including the granting or withholding of the certificates, the Owner shall, if required to do so by the Contractor, give in writing a decision thereon.
- 42.2 If in the opinion of the Contractor, a decision made by the Engineer is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Owner within fifteen (15) days after receipt of the decision, a written objection to the decision giving his reasons for so doing. Failure to file an objection within the allotted time shall be considered as acceptance of the Engineer's decision and the decision shall become final and binding.
- 42.3 It shall be accepted as an inseparable part of the Contract with any matters regarding material, workmanship, removal of improper work, interpretation of the Contract drawings and Contract Specifications, the decision of the Owner which would be given in writing shall prevail.
- 42.4 The contractor shall proceed with the works in accordance with the decisions, instructions and orders given by the Engineer in accordance with these conditions.

43.0 TRAINING OF OWNER'S/PURCHASER'S PERSONNEL

43.1 Training requirements

43.1.1 General

The Contractor shall be responsible for the instruction and training of the Owner's operation and maintenance personnel in all aspects of plant design, construction, erection, commissioning, etc. and in such a way that operation, maintenance and if necessary, repairs of all the Desalination plant equipment and facilities specified can be handled competently by said personnel.

Such training of the Owner's personnel shall be performed

- In Contractor's and/or sub supplier's/manufacture's home office and/or workshops.
- On the job site by the Contractor's and/or his sub-suppliers, supervisors and/or instructors deputed to the site for supervision of erection, commissioning, testing and operation and/or by specialized training instructors;

In compliance with the provisions of the Contract and the requirements of this specification

The personnel required for the safe and efficient commercial operation and maintenance of the various types of equipment installed in Desalination plant shall be provided by the Owner in accordance with the recommendation to be made by the Contractor.

The training will be performed in English. Translators/interpreters shall be provided by the Contractor.

The Contractor's instructors shall use modern training techniques, procedures and aids and make available to the trainees all required notes, manuals, drawings, etc., to supplement the Operation and Maintenance Instruction Manuals.



The Contractor shall provide a detailed description about the recommended training services, including

- Number, category, seniority, required experience, profile required, etc. of the trainees
- Preliminary training program, showing
 - Training facilities, training aids places of training etc.
 - Training schedule
 - Specialty and details of lectures and training
 - Duration of training courses

for all kinds of training activities, abroad, classroom, on the job site, at the proposed Desalination plant, etc.

The recommended training program should be based on the organizational and staff structures of the Owner and should take into consideration not only the training for operation and maintenance staff, such as operators, skilled workers, foremen and technicians etc., but also for senior staff and key personnel employed for the management and organizational duties of the various Desalination plant decisions, such as for operation, maintenance, instrumentation and control, chemistry, administration, security, spare parts handling, scheduling and engineering, etc.

An indicative training program is proposed below which will be firmed up during contract stage:

Group	Number of Training days
Desalination Plant Management	1
Operation Team	1
Maintenance & Safety Personnel	1

The Contractor to ensure that the total training program should be completed within 3 days from the date of commencement of training.

43.2 Contractor's Obligations and Tasks

The Contractor shall make every effort to train the Owner's personnel so that they can be qualified for the management, operation and maintenance of the Desalination Plant.

The Contractor shall nominate a person in charge of organization and co-ordination activities for training.

The Contractor shall select instructors with proper experience and skillfulness and English-speaking capability to train the Owner's personnel.

The training program will be carried out according to the requirements of each specialty. It will consist mainly of but not limited to the following:

- a) Systematic explanation in a classroom of specific subjects, such as the equipment performance, construction, main systems, auxiliary systems, etc.
- b) Visit to the plant;
- c) Practical training in similar Desalination Plant projects which are under erection and commissioning.
- d) Practical training on simulators and control rooms of similar Desalination Plant.



- e) Supply of all necessary training documentation (such as books, manuals, drawings), equipment, tools and instruments etc. The Contractor will make best effort to achieve above item (c) and (d) with utility authority. (Soft copy of documents)

The Contractor will make available free of charge to the Owner's personnel working cloths, safety helmets, stationery etc. as needed by the training program.

The Contractor shall allow the Owner's personnel to carry back all the technical documents supplied during the training.

The Contractor shall make at the end of the training period an evaluation of the results obtained by each trainee. These results will be confidentially notified to the Owner.

The Contractor shall assist the Owner's personnel in arranging their entry visas and all the formalities staying in foreign countries for training. The Contractor shall also take all the necessary measures to ensure the safety of the Owner's personnel during their stay in the foreign country.

The Contractor shall appoint a person in charge of logistic coordination. This person shall take care for booking of rooms according to the requirements of the Owner and arranging for transportation (free of charge) from their living place to the training site.

The Contractor shall provide free medical services to the Owner's personnel, but excluding dentistry, buying glasses and tonic medicines.

43.3 Owner's Responsibilities

The Owner shall appoint a person as official representative of the Owner's trainees.

The trainees shall understand the English language and shall follow the training courses with due diligence. During their stay abroad, the Owner's personnel shall observe the Laws of that country and the rules/regulations of the factories/plants where the training will be conducted. The official holidays or national holidays, Saturdays and Sundays shall be the holidays of the Owner's personnel.

For the successful completion of the training program, unless mutually agreed by the parties, the program cannot be interrupted for vacation leave.

43.4 Training schedule and program

The Training program for the Owner's personnel will be defined during the liaison meeting.

One (1) months before the arrival of the first group of the Owner's personnel in training site, the Owner shall inform the Contractor of the date when the Owner's personnel are expected to be sent to training site.

Within 1 (one) weeks after receipt of the Owner's information mentioned above, the Contractor shall confirm its agreement or indicate difficulties, if any, for the staying of the personnel. Fifteen (15) days before the arrival of the Owner's personnel in the training site the Owner shall inform the Contractor of the brief career of the personnel including names, date of birth, nationality, specialty, experience, qualification, position and knowledge of foreign languages, passport details etc., so that the Contractor can assist in arranging their entry visas.



44.0 POWER TO VARY OR OMIT WORK

- 44.1 No alterations, amendments, omission, suspensions or variations of the works (hereinafter referred to as variation) under the Contract as detailed in the Contract Documents, shall be made by the Contractor to make such variation without prejudice to the Contract. The Contractor shall carry out such variation within the time agreed between the Owner/Purchaser and the Contractor and be bound by the same conditions as far as applicable as though, the said variations occurred in the Contract Documents. If any suggested variation would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of this obligations or guarantees under the Contract, he shall notify the Owner/Purchaser thereof in writing before carrying out such suggested variation and the Owner/Purchaser shall decide forthwith whether or not the same shall be carried out and if the Owner/Purchaser confirms his instructions, Contractor's obligations and guarantees shall be modified to such an extent as may be mutually agreed.
- 44.2 In the event of the Owner requiring any variation such reasonable and proper notice shall be given to the Contractor to enable him to work his arrangements accordingly and in cases where goods or materials are already prepared or any design, drawings or patterns made or work done required to be altered, contractor shall carry out such works without any cost escalation to the Owner.
- 44.3 In any case in which the Contractor has received instruction from the Owner/Purchaser as to the requirement of carrying out the altered or additional substituted work which either then or later on, will in the opinion of the Contractor, involve a claim for additional payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Owner/Purchaser to that effect. But the Owner/Purchaser shall not become liable for the payment of any charges in respect of any such variations, unless the instructions for the performance of the same shall be confirmed in writing by the competent authority of owner / purchaser.
- 44.4 If any variation in the works, results in reduction of Contract price, the parties shall agree, in writing, so to the extent of any change in the price, before the Contractor proceeds with the change.
- 44.5 In all the above cases, in the event of a disagreement as to the reasonableness of the said sum, between the Owner/Purchaser and the Contractor, final decision shall be made based on the written evidence or explanatory documents submitted to the Owner/Purchaser by the Contractor, but in any case, both parties shall make best effort to conclude mutual agreement.

45.0 GUARANTEE

- 45.1 The Contractor shall guarantee that the equipment being supplied under this Contract shall be new and of first quality workmanship and shall have no defect in manufacture, for the purpose intended. The guarantee shall be for a period of 12 calendar months commencing immediately on Taking Over of the plant & acceptance by GIPCL and shall be furnished as said above in clause 9.0. GCC (Security Deposit cum Contract Performance Guarantee).
- 45.2 If during the said guarantee period, the Owner/Purchaser finds any materials to be containing manufacturing defects or defect in workmanship, the Contractor would be required to replace such defective equipment free of charge. The above guarantee shall also apply to defects noticed up to stage of erection, testing and commissioning of each system. The Contractor shall bear all the expenses incurred in connection with replacement against such defective equipment inclusive of all freight both inland and overseas, insurance, customs levies, forwarding and clearing all demurrage and other incidental charges involved in delivering the said equipment to the Owner/Purchaser's specified destination. The charges for erection of such replacement shall not be paid by the Owner/Purchaser. The decision whether correction of the defects would be by repair or by replacement shall be mutually discussed and decided to the satisfaction of the Owner.



- 45.3 The Contractor shall take all necessary steps for expediting clearance and delivery of the replacement which may be required to be made by him under this clause.
- 45.4 The Owner/Purchaser and the Contractor shall mutually agree to program of replacement, renewal or repair which will minimize any interruption in the commercial use of the equipment.
- 45.5 In the event, the Contractor fails to undertake necessary steps to repair or replace defective materials as stipulated above after receiving notice from the Owner/Purchaser of any defect in the materials or failure of any material to conform to the specifications, the Owner/Purchaser may proceed to undertake the repair or replacement of such defective equipment at Contractors risk and expense but without prejudice to any other rights which the Owner/Purchaser may have against the Contractor in respect of such defects.
- 45.6 Provision of this clause shall also apply to all materials repaired or replaced under the provision of this until the expiration of period of twelve (12) months from the date of such replacement.
- 45.7 The cost of any special or general overhaul rendered necessary during the guarantee period due to defects in the plant or defective work carried out by the Contractor shall be borne by Contractor.
- 45.8 If the replacements or renewals are of such a character as may affect the efficiency or output of the equipment supplied or any portion thereof, then the Owner may, within one month of such replacement or renewal, give to the contractor a notice in writing requiring that tests on completion be made in which case such tests shall be carried out in accordance with the provisions made in this contract. All costs for testing shall be borne by the contractor.
- 45.9 The acceptance or taking over of the equipment by the Owner/Purchaser shall in no way relieve the Contractor of his obligation under this clause.
- 45.10 At the end of the guarantee period, the Contractor's liability ceases except for latent defects. In respect of goods supplied by sub-contractors to the Contractor, where sub-contractor provides a longer guarantee than the one indicated in this contract, the Owner should be entitled to the benefit of such longer guarantees.
- 45.11 This clause shall be read in conjunction with Cl. No. 36 above in this section.

46.0 REPLACEMENT OF PARTS AND MATERIALS DEFECTIVE/ DAMAGED/ LOST DURING TRANSIT

- 46.1 If during the progress of the works the 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 any plant inferior that the quality specified the Contractor on receiving details of such defects or deficiencies shall at his own expense within seven (7) days of his receiving the notice or otherwise and within such time as may be reasonable necessary for making it good proceed to alter, reconstruct or remove such work and furnish fresh equipment up to the standards of the Specifications. In case the Contractor fails to do so, the Engineer may on giving the Contractor seven (7) days, notice in writing of his intentions to do so proceed to remove the portion of the works so complained of and at the cost of the Contractor perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive the Owner/Purchaser of or affect any right under the Contract which the Owner/Purchaser may otherwise have in respect of such defects and deficiencies.
- 46.2 The Contractor's full and extreme liabilities under this clause shall be satisfied by the payments to the Owner/Purchaser of the extra cost of such replacement procured including extra cost of erection as provided for in the Contract, such extra cost being the ascertained difference between the price paid by the Owner/Purchaser for such replacements and the Contract price portion for such defective plants and repayments of any sum paid by the Owner/Purchaser under the Contract for such defective plant.



47.0 DEFENSE OF SUITS

- 47.1 If any action in courts is brought against the Owner/Purchaser or Owner or an officer or agent of the Owner/Purchaser, for the failure or neglect on the part of the Contractor to perform any acts, matters, covenants or things under the Contract or for damage or injury caused by the alleged omission or negligence on the part of the Contractor or in connection with any claim based on lawful demands of sub-contractors, workmen, suppliers or employees, the Contractor shall in all such cases indemnify and keep the Owner/Purchaser and the Engineer and or his representative harmless from all losses, damages, expenses or decrees arising such action.

48.0 LIMITATIONS OF LIABILITIES

- 48.1 Under the contract, the contractor shall be responsible for any loss or damage to the plant until the plant is taken over by the Owner in accordance with the contract. The contractor shall be responsible for making good the damage or loss by way of repairs and or replacement of the portion of the works damaged or lost. The transfer of title shall not in any way relieve the contractor of the above responsibilities.
- 48.2 Except in respect of latent defects, liability, the long terms availability of spares and other specific liabilities identified in the Contract, the Contractor shall be released from his liabilities under the Contract at the end of the warranty period.
- 48.3 Provided that the Contractor shall not be eligible under the contract for any loss of profit or loss of contracts or any claims made against the Owner not already provided for in the contract, nor for any damage or injury caused by or arising from acts of the Owner or of others (save as to damage by fire, as hereinafter provided) due to the circumstances over which the Contractor has no control nor shall his total liability for loss, damage or injury exceed the total value of the contract.
- 48.4 The total liability of the Contractor under or in connection with this Tender and the consequent Contract shall not exceed the full EPC Contract Price inclusive of taxes and duties
- 48.5 This sub-Clause shall not limit the liability in case of fraud, deliberate default/ negligence, reckless misconduct or illegal or unlawful acts by the Contractor

49.0 FOREIGN FIELD PERSONNEL

- 49.1 *Deleted*

50.0 HEADINGS AND MARGINAL NOTES

- 50.1 The headings and marginal notes to any clause of the Contract shall not affect or control the construction of such clause.

51.0 COMPLETION OF CONTRACT

- 51.1 Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the conclusion of the guarantee period as provided for under the Clause 45.0 entitled 'Guarantee' in this section and completion of all the contractual obligations whichever is later.

52.0 DUTIES OF THE ENGINEER

- 52.1 The Contractor based on the instructions and orders given by the Engineer shall execute all works under the contract. To eliminate delays and avoid disputes and litigation, all matters and questions shall be referred to the Engineer and his decision shall be final.



- 52.2 The scope of the duties of the Engineer pursuant to the 'Contract' will include but not limited to the following:

Interpretation of all the terms and conditions of these documents and specifications. Review and interpretation of all the Vendor's/Contractor's drawings engineering data, etc. Witness or authorize his representative to witness tests and trials either at the Manufacturer's works or at 'Site', or at any place where work is performed under the 'Contract'.

Inspect, accept or reject any equipment, material and work under the 'Contract'. Issue certificate of acceptance and/or progressive payment and final payment certificates. Review and suggest modifications and improvements in completion schedules from time to time and supervise the quality assurance program implementation at all stages of the 'Works'.

- 52.3 For the discharge of his duties, the Engineer may designate an engineer's representative to whom the Engineer may delegate any of the powers, discretion, functions and authorities vested in him.

53.0 CO-OPERATION WITH OTHER CONTRACTORS

- 53.1 The Contractor shall co-operate with the Owner/Purchaser's other Contractors & Consultants and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of efforts.

- 53.2 It is envisaged that there will be number of areas where there would be interface between equipment to be supplied under this Contract and equipment proposed to be purchased under other enquiries. Contractor shall co-ordinate with all other manufacturers involved in design, control and instrumentation system which will perform the role contemplated without any problems. There shall be no extra cost involved for performing this role.

- 53.3 In such cases the Contractors may communicate directly with each other put two copies of such communications, all drawings referred to therein. And records of all discussions or conferences between them shall be sent at the same time to the Owner/Purchaser by the originating party.

- 53.4 Receipt of such copies by the Owner/Purchaser shall not imply approval of the contents thereof unless such approval is given in writing and shall not relieve the respective Contractors of the obligation of supplying between them everything within the scope of their contract necessary for the proper operation of the plant.

- 53.5 Neither Contractor shall submit to Owner/Purchaser for approval any drawings or proposals which affect the other Contractor unless he has obtained prior written agreement from the other Contractor.

- 53.6 Should the occasion arise that either Contractor considers that the other has failed or will fail to supply any necessary information the lack of which will prejudice the former's obligations; he may seek Owner/Purchaser's assistance in having such information provided.

- 53.7 Subject to the rights under the Contract, the decision of the Owner/Purchaser shall be final in the event of any disagreement between the Contractors which cannot be resolved mutually.

54.0 PROGRESS REPORTS AND PHOTOGRAPHS

- 54.1 During the various stages of the works in the pursuance of the Contract, the Contractor shall at his own cost submit periodic weekly and monthly progress reports on execution of works conforming to bar/ PERT Chart and format provided by GIPCL as may be reasonably required by the Engineer with such materials as charts, networks, photographs, test certificates, etc. Such progress reports shall be in the form and size as may be required by the Engineer and shall be submitted in at least two (2) copies.



- 54.2 In case of any slippage(s) or delay in execution of work reasons for such delay along with details of hindrances will be submitted by the Contractor along with modified Bar/ PERT Chart mentioning the action plan being taken to keep the due date of completion of project unchanged. If required, the Contractor shall use additional manpower to keep the due date of completion of Project unchanged.
- 54.3 The authorized representative of the Contractor shall review the progress of the Project work every fortnight on a prefixed day at project site with GIPCL or its representative as per the network and record the minutes.
- 54.4 The progress achieved on various fronts like engineering, manufacture, procurement of sub-vendor items, supply etc, as compared to schedules shall be presented on the progress report. The reasons for variance, actual progress & corrective measures wherever necessary shall be brought out. Photographs shall be taken as & when indicated by the Engineer. Photographs shall be adequate in size, resolution and number and shall have proper orientation to reveal the actual status of works.

55.0 SPARES

- 55.1 All the spares for the equipment under the Contract shall strictly conform to the Specification and documents and shall be identical and interchangeable to the corresponding main equipment/ components supplied under the Contract.
- 55.2 The spares shall be new & unused before delivery.
- 55.3 All spares shall be properly protected and packed for long storage at site under Prevailing conditions.
- 55.4 All the mandatory spares covered under the Contract shall be produced along with the main equipment as a continuous production and the delivery of the spares shall be affected along with the main equipment and the delivery shall be completed by the respective dates for the various categories of the equipment as per the agreed schedule.
- 55.5 The quality plan and the inspection requirement finalized for the main equipment shall also be applicable to the corresponding spare parts.
- 55.6 The Contractor shall provide the Owner with manufacturing drawings, material Specifications, catalogues, assembly drawings and any other document required by the Owner so as to enable the Owner to identify the recommended spares. Such details shall be furnished to the Owner as soon as possible
- 55.7 The Contractor shall provide the Owner with all the address, contact details and particulars of his sub-suppliers while placing the order for such items/ components/ equipment covered under the Contract and shall further ensure with his vendors that the Owner, if so desires, shall have the right to place order for spares directly on them on mutually agreed terms based on offers of such vendors.
- 55.8 All the specified mandatory spares shall be included in the Total Contract Price and indicated separately in the Price schedule. The mandatory spares shall be considered for evaluation of bids. Contractor shall provide approximate cost of each spare before handing over of the project. (For inventory management and future spare requirements)

55.9 RECOMMENDED SPARES

The recommended spares shall be supplied by the Contractor if ordered by the Owner/GIPCL and the supplied recommended spares shall be guaranteed for 18 months from the date of receipt of materials at site.



55.10 ERECTION & COMMISSIONING SPARES

It shall be the responsibility of the contractor to maintain adequate items in sufficient number, as erection & commissioning spares to ensure that erection commissioning works and operation up to the end of guarantee period do not hamper for want of spares.

55.11 LONG TERM AVAILABILITY OF SPARES

Deleted

56.0 SECRECY

- 56.1 The technical information, drawings, specifications and other related documents forming part of the enquiry or 'Contract' are property of the Owner/Purchaser and shall not be used for any other purpose, except for execution of the 'Contract'. All rights, including rights in the event of grant of a patent and registration of designs are reserved. The technical information, drawings, specifications, records and other documents shall not be copied, transacted, traced or reproduced in any other form or otherwise in whole and/or duplicated, modified, divulged and/or disclosed to a third party nor misused in any other form whatsoever, without the Owner's/Purchaser's previous consent in writing, except to the extent required for the execution of this 'Contract'. The technical information, drawings, specifications and other related documents shall be returned to the Owner/Purchaser with all approved copies and duplicates, if any, immediately after they have been used for the agreed purpose.
- 56.2 In the event of any breach of this provision, the Vendor/Contractor shall indemnify the Owner/Purchaser from any loss, cost or damage or any other claim whatsoever from any parties claiming from or through them in respect of such breach.
- 56.3 Title to secret processes, if any, developed by the Contractor on an exclusive basis and employed in the design of the unit shall remain with the Contractor. The Company shall hold in confidence such process and shall not disclose such processes to the third parties without prior approval of the Contractor and execution by such third parties of secrecy agreements satisfactory to the Contractor prior to disclosure.
- 56.4 Technical specifications, drawings, flow sheets, norms, calculations, diagrams, interpretations of the test results, schematics, layouts and such other information which the Contractor has supplied to the Company under the Contract shall be passed on to the Company. The Company shall have the right to use these for construction erection, startup, commissioning, operation, maintenance, modifications and/ or expansion of the unit including for the manufacture of spare parts.
- 56.5 The obligation of a party under this Clause 56.0, however, shall not apply to that information which:
- a. now or hereafter enters the public domain through no fault of that Party,
 - b. can be proven to have been possessed by that Party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other Party hereto, or
 - c. Otherwise lawfully becomes available to that Party from a third party that has no obligation of Confidentiality.
- 56.6 The above provisions of this Clause 56.0 shall not in any way modify any undertaking of Confidentiality given by either of the Parties hereto prior to the date of the Contract in respect of the Facilities or any part thereof.
- 56.7 The provisions of this Clause 56.0 shall survive Termination, for whatever reason, of the Contract.



57.0 BANKRUPTCY

57.1 If the Contractor/ Consortium partners commits any act of Bankruptcy or goes into liquidation except for reconstruction purpose or if its business carried on by a receiver such receiver liquidator or any person in whom the contract may become vested shall forthwith give notice thereof in writing to the Owner/Purchaser and shall for one month, during which he shall take all reasonable steps to prevent stoppage of performance of the contract, have the option of carrying out the contract subject to his or their providing such guarantees as may be required by the Owner/Purchaser but not exceeding value of work for the time being which remain un-executed.

57.2 In the event of stoppage of performance under the contract, the period of option under this clause shall be 14 days only, provided that should be the above option not exercised, the contract may be terminated by the Owner/Purchaser by notice in writing to the Contractor/ Consortium partners. The power and provision so reserved to Owner/Purchaser on taking work out of Contractor's hands shall apply as far as they may be when the contract is so terminated.

57.3 INSOLVENCY AND BREACH OF CONTRACT

GIPCL may at any time by notice in writing summarily terminate the Contract without compensation to the Contractor in any of the following events:

If the Contractor at any time, is adjudged insolvent or have a receiving order or order from administration of its state made against it or shall take any proceeding for compensation under any Insolvency Act for the time being in force or make any conveyance or assignment with its creditors or suspend payment. If the Contractor being a company is wound up voluntarily or by the order of a court or a Receiver, Liquidator or manager on behalf of the Debenture holder is appointed or circumstances have arisen which entitle the Court or debenture holder to appoint a Receiver, Liquidator or Manager.

58.0 MEMBER OF OWNER'S STAFF ETC. NOT PERSONALLY LIABLE

58.1 Neither any member of the owner's staff nor the Owner nor any of his staff, nor the Engineer's representative shall in any way be personally liable for the acts or obligations under the contract or answerable for any or omission on the part of the owner in the observance or performance of any of the acts, matters or things which are concerning the contract.

59.0 LIMITATION OF CONTRACT SPECIFICATION FOR EQUIPMENT, COMPONENTS & SYSTEMS

59.1 Equipment/systems furnished shall be complete in every respect with all mountings, fittings, fixtures, and standard accessories normally provided with such equipment and or needed for erection, completion and safe operation of the equipment as required by applicable codes though they may not have been specifically detailed in the respective specifications, unless included in the list of exclusions. It is strongly preferred that all similar standard components shall be inter-changeable with one another without any modification or drilling.

60.0 DELETED

61.0 ENGINEERING DATA

61.1 The furnishing of engineering data by the Vendor/Contractor shall be in accordance with the schedule as per specification in the data sheet. The review of this data by the Engineer will cover only general conformance of the data to the specifications and documents, interfaces with the equipment provided under 'Specification', external connections and of the dimensions which might affect plant layout. This review by the Engineer may not indicate a thorough review of all dimensions, quantities and details of the equipment, materials, any devices or items



indicated, or the accuracy of the information submitted. This review and/or approval by the Engineer shall not be construed by the Vendor/Contractor, as limiting any of his responsibilities and liabilities for mistakes and deviations from the requirements specified under these specifications and documents.

- 61.2 All engineering data submitted by the Vendor/Contractor after final process including review and approval by the Engineer shall form part of the Contract and the entire 'Works' covered under these specifications shall be performed in strict conformity unless otherwise expressly requested by the engineer in writing.

62.0 DRAWINGS

- 62.1 In addition, the Vendor/Contractor shall furnish the 'editable Soft copy' of all essential drawings in addition to full size prints. Drawings shall be submitted in an adequate number of copies as indicated in Volume II, Section -1, General Technical Specification.

63.0 INSTRUCTION MANUALS

- 63.1 The Vendor/Contractor shall furnish all required instruction manuals in an adequate number of copies as indicated in Volume II, Section -1, General Technical Specification.

64.0 MISTAKES IN DRAWINGS

- 64.1 The Vendor/Contractor shall be responsible for any discrepancies, errors or omissions in the drawings and other particulars supplied by him, whether such drawings and particulars have been approved by Engineer or not provided that such discrepancies, errors, or omissions are not due to inaccurate information or particulars furnished in writing to the Vendor/Contractor by the Owner/Purchaser or the Engineer.

65.0 FIRST FILL OF OILS, LUBRICANTS, ETC.

- 65.1 Apart from the first fill of lubricants, an additional 10% of first fill of oils, lubricants and essential chemicals, etc., which will be required to commission the equipment covered under the scope of Specification shall be furnished by the Vendor/Contractor unless specifically excluded under the exclusions in these specifications and documents.

66.0 MANUFACTURING SCHEDULE

- 66.1 The Vendor/Contractor shall submit to the Engineer, his manufacture and schedules for all equipment within (30) thirty days from the date of 'Letter of Intent'. Such schedules shall be in line with the detailed network for all phases of the work of Vendor/Contractor. Such schedules shall be reviewed, updated and submitted to the Engineer once a month thereafter by the Vendor/Contractor to ensure contracted delivery schedule of supply erection & commissioning.

67.0 REFERENCE STANDARDS

- 67.1 The Codes, and/or standards referred to in the 'Specification' shall govern, in all the cases wherever such references are made. In case of a conflict between such codes and/or standards and the specifications, the latter shall govern. Such codes and/or standards referred to shall mean the latest revisions, amendments/changes adopted and published by the relevant agencies. In case of any further conflict in the matter, the same shall be referred to the Engineer whose decision shall be final and binding.
- 67.2 The work shall be executed in conformity with the relevant standard of Bureau of Indian Specification (or equivalent International Standard), Electricity Rules, 2010 (as amended up to date), Indian Electricity Act, CEA/PGCIL/POSOCO/CTUIL/WRLDC guidelines & regulations, BARC/DAE rules, Explosive Act 1948, Petroleum Act 1934, National Building Code and relevant Rules in vogue at the time of execution including operation and maintenance period



67.3 If the bidder wants to follow standards other than those specified in the specification, then he must get specific confirmation from the owner to follow these standards.

68.0 DESIGN IMPROVEMENTS

68.1 The Engineer or the Vendor/Contractor may propose changes in the 'Specification' of the equipment or quality thereof and if the parties agree upon any such changes in the 'Specification' shall be modified accordingly without any cost and time implication to Owner.

69.0 MATERIALS AND WORKMANSHIP

69.1 All materials shall be of the best quality and workmanship capable of satisfactory operation under the operating and climatic conditions as may be specified. Unless otherwise specified, they shall conform in all respect to the latest edition of the relevant Bureau of Indian Standard (BIS) specification wherever Indian specifications apply or British Standard (BS) or International Electro-technical Commission (IEC) or internationally accepted standard.

69.2 The Contractor shall supply and deliver all equipment and materials for installation at site. The Contractor shall arrange for transportation, loading and unloading and safe storage of materials at project site at his own cost and risk.

69.3 If the Contractor offers equipment manufactured in accordance with other international well recognized standards, he shall, in that case, supply a copy in English of the Standard Specification adopted and shall clearly mention in what respect such standard specification differs from Indian Standard Specifications. The plant, equipment, and materials offered by the Contractor should comply with one consistent set of Standards only as far as possible

69.4 NO deviation in Foreign Exchange rate shall be admissible at any point of time after submission of Bid

70.0 QUALITY ASSURANCE PROGRAMME

70.1 To ensure that the equipment and services under this scope of this 'Contract' whether manufactured or performed within the Vendor's/Contractors works or at his sub-vendor's/sub-contractors' premises or at the owner's/Purchaser's 'Site' or any other place of works are in accordance with the 'Specification', the Vendor/Contractor shall adopt suitable quality assurance program to control such activities at all points necessary. Such program shall be outlined by the Vendor/Contractor and shall be finally accepted by the Engineer after discussions. A quality assurance program of the Vendor/Contractor shall generally cover the following:

- His organization structure for the management and implementation of the proposed quality assurance program.
- Documentation control system.
- The procedure for purchase of materials, parts, components and selection of sub-vendor's/sub-contractors service including vendor analysis, source inspection, incoming raw material inspection, verification of materials purchased, etc.
- System for shop manufacturing and site erection controls including process controls and fabrication and assembly controls.
- Control of non-conforming items and systems for corrective actions,
- Inspection and test procedure both for manufactured and field activities.
- Control of calibration and testing of measuring and testing equipment.



- System for indication and appraisal of inspection status.
- System for quality audits
- System for handling storage and delivery, and
- System for maintenance or records.

71.0 TESTS

- 71.1 Tests shall be carried out as stipulated in the bid documents. If the tests to be carried out are against payment basis, these test charges will also be taken into consideration for evaluation. Hence Bidder shall specifically state whether tests are included in equipment costs or Chargeable basis. If the bidder has not mentioned anything about this then it shall be construed that charges for the tests will be borne by the bidder and included in equipments costs.

Payment of Test charges are in scope of contractor only. Contractor shall quote charges inclusive of testing charges and statutory fees. In case of re-testing is required due to whatsoever reason, re-testing charges shall be borne by the contractor.

71.2 AUTHORISED TEST CENTRES

*Deleted

72.0 PRESERVATIVE SHOP COATING

- 72.1 *Deleted*

73.0 PROTECTIVE GUARDS

- 73.1 Suitable guards shall be provided for protection of Personnel on all exposed rotating and/or moving machine parts. All such guards with necessary spares and accessories shall be designed for easy installation and removal for maintenance purposes.

74.0 DESIGN COORDINATION

- 74.1 The Vendor/Contractor shall be responsible for the selection and design of appropriate equipment to provide the best coordinated performance of the entire system. The basic design requirements are detailed out in the 'Specification'. The design of various components, sub-assemblies and assemblies shall also be done, so that it facilitates easy field assembly and maintenance, and the natural frequency of the complete Plant is not critical at or close to the operating range of the Plant.

75.0 DESIGN COORDINATION MEETINGS

- 75.1 The Vendor/Contractor will be called upon to attend design coordination meetings with the Owner/Purchaser along with consultant, other Vendors/Contractors and the Engineers during the period of the 'Contract'. The Vendor/Contractor shall attend such meetings as and when required and fully co-operate with such people and agencies involved during those discussions.

76.0 TOOLS AND TACKLES

- 76.1 The Vendor/Contractor shall supply with the equipment one complete set of all special tools and tackles for the erection, assembly, dis-assembly, Operation and maintenance of the equipment under this package. A list of such tools and tackles shall be submitted by the Contractor for approval by the Owner. However, these tools and tackles shall be separately packed and brought on to 'Site'. The other requirements shall be as per 'Specification'. Special Tools & Tackles shall be handed over to the owner after completion of the work.



- 76.2 Tools and Tackles shall be technically suitable for installation & erection of Plant and Machineries conforming to relevant BIS safety and technical standards for proper execution of work. The Owner, in no way, shall be responsible for supply of any tools and tackles for implementation of the work

77.0 TAKING OVER

- 77.1 Upon successful commissioning followed by completion of Operational Test, completion of Performance Guarantee (PG) test and acceptance of PG test by the owner, attending all Punch points to the satisfaction of owner/GIPCL & all contractual obligations fulfilled, the Owner shall issue a Taking Over Certificate (as per Appendix-32) as proof of the final acceptance of the equipment. Such a certificate shall not unreasonably be withheld, nor will the Owner/Purchaser delay the issuance thereof, on account of minor omission or defects which do not affect 'Commercial Use' and/or cause any serious risk to the equipment. However, besides those specified conditions governing the period under guarantee, additional conditions may be imposed and agreed to between the Owner for assured fulfillment of contractual obligations.

78.0 STATUTORY OBLIGATIONS

- 78.1 The statutory obligations arising from IECG, CEA electrical inspector office, PTCC, Factory Inspectorate, Labor Inspectorate, Chief Controller of Explosives, Pollution Control Board (PCB), National building code and relevant rules, local bodies and other state or central Govt. agencies like Railways, Indian Army, BSF shall be scrupulously complied with. Charges shall be borne by the contractor and original receipts to be provided to the owner for permanent record.
- 78.2 Any other statutory obligation to be fulfilled like CEA, PGCIL, POSOCO, RLDC, WRLDC/NLDC/STU, consent to operate license, clearance for crossing railway lines etc.
- 78.3 Any other statutory obligation to be fulfilled like Factory inspector license, Pollution Control Board consent to operate license, clearance for crossing railway lines etc.
- 78.4 The Contractor shall comply with all applicable laws, by laws, rules, and regulations and shall procure and maintain their validity all necessary Municipal, Panchayat and Government permits & licenses etc. at its own cost.

79.0 CUSTOMS DUTY

- 79.1 The customs clearance at the port of entry in India if any and transportation to site from the said port of entry shall be made by the Contractor. All custom duties taxes port charges and etc., if any shall be paid by the Contractor directly to the authorities concerned. Concessional customs duty if any availed by the contractor, the same shall be passed on to GIPCL.

80.0 PRICE ESCALATION

Deleted

81.0 TAXES, PERMITS, LICENSES AND OTHER CHARGES

- 81.1 The Contractor shall be liable and pay all non-Indian taxes, duties, levies, lawfully assessed against the Owner/Purchaser or the Contractor in pursuance of the Contract as per Terms and Conditions of the Contract. In addition, the Contractor shall be responsible for the payment of all Indian duties, levies, and taxes lawfully assessed against the Contractor of his personal income and property only. This clause shall be read in conjunction with relevant clause of Instruction to Bidder.
- 81.2 All tariffs, duties, taxes and other charges levied on the goods by the country of origin if any shall be borne by the Contractor for Foreign supplies.



81.3 The Contractor shall be solely responsible for all taxes that may be levied on the Contractor or on the earnings of any of his employees or personnel engaged by him and shall hold the Owner/Purchaser indemnified and harmless against any claims that may be against the Owner/Purchaser in this behalf. The Owner/Purchaser does not undertake any responsibility whatsoever regarding taxes under Indian Income Tax Act of the Contractor or his personnel. If it is obligatory under the provision under the Indian Income Tax deduction of Income Tax at source shall be done by the Owner/Purchaser.

81.4 The quoted lump sum Contract Price shall include all applicable taxes, duties, levies, octroi, excise, etc. which shall be paid on production of documentary evidence for the same. Any statutory variation on taxes and duties rates during the tenure of the Contract will be adjusted by Purchaser. However, any increase in the duties & taxes because of delays in the completion of work attributed to the Contractor shall be to the Contractor's account. The bidder shall indicate clearly the taxes and duties considered in percentage in price schedule.

81.5 Wherever applicable in respect of imported supplies, High Sea sales may be affected to avoid the incidence of GST on such items.

82.0 CONTRACT DOCUMENT AND MATTERS TO BE TREATED AS CONFIDENTIAL

82.1 All documents, correspondence, decisions and orders concerning the contract shall be considered as confidential and/or restricted in nature by Contractor and be shall not divulge or allow access to them by any unauthorized persons.

83.0 STATUTORY VARIATION IN TAXES & DUTIES

83.1 If any enactment or issuance of any new laws, rules, permits & regulations occur, and/ or any change modification of existing laws, rules, permits & regulations occur in India, during the tenure of the Contract, including extended period, if any, pertaining to taxes & duties change in cost incurred by the Contract shall be added or deducted from the Contract price, as the case may be as explained in the payment terms clause found elsewhere in this specification.

83.2 Variation on account of exchange rate shall not be payable by Owner. No statutory variation including variation in taxes & duties shall be payable by Owner on the raw materials.

83.3 Custom Duty variation shall not be paid by GIPCL.

83.4 Statutory variations in the tax (listed items in Price Schedule and approved Billing Break Up) shall be permitted as under

(A) Statutory variations during original contractual completion period:

- If any increase takes place in taxes and duties due to statutory variation, then GIPCL shall admit the same on production of documentary evidence. The statutory variation will be admitted considering the basic price quoted in the schedule of price or paid by contractor whichever is lower.
- If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GIPCL or GIPCL shall admit the decreased rate of taxes and duties while making the payment.

(B) Statutory variations beyond original contractual completion period:

- (i) If reasons for extension of contractual completion period is attributable solely to GIPCL, the provisions of (A) above shall apply.
- (ii) If reasons for extension of contractual completion period is attributable to Bidder, then:
 - (a) If any increase takes place in taxes and duties due to statutory variation, then GIPCL shall not admit the same; however, GIPCL shall admit the taxes and duties at the rate prevailing during payment of last invoice raised during original contract completion period.
 - (b) If any decrease takes place in taxes and duties due to statutory variation, the same shall be passed on to GIPCL or GIPCL shall admit the decreased rate of taxes and duties while making the payment.



84.0 FINAL BILL

- 84.1 The Final EPC Bill relating to the Contract shall be prepared only after the successful completion of PG Testing of the Plant and taking over by GIPCL and it will include the adjustments of all claims against the Contractor by the Owner.

85.0 SOFT COPIES OR DRAWINGS, DIAGRAMS, DOCUMENTS, MANUALS ETC.

- 85.1 Notwithstanding anything stated elsewhere in this Tender Specification Volumes, editable soft copies in the form of Compact Disc / USB flash Pen drive are to be supplied by the Tenderer for the drawings, documents, diagrams, manuals etc., for all the equipment covered under the Contract in addition to the Hard copies as stipulated in Volume II, Section -1, General Technical Specification. Design calculation in excel, in case design calculation are based on software, all inputs and outputs to the software shall be explained with justification. More ever approximate excel calculation shall be submitted as cross check wherever specific design software's are used.

86.0 CHANGES IN WORK

86.1 INTRODUCING A CHANGE

- 86.1.1 The purchaser shall have the right to propose, and subsequently require that the project manager order the Contractor from time to time during performance of the contract to make any change, modification, addition or deletion to, in or from the facilities (hereinafter called "change"), provided that such change falls within the general scope of facilities and does not constitute unrelated work and that is technically practicable, taking into account both the state of advancement of the facilities and the technical compatibility of the change envisaged with the nature of the facilities as specified in the contract.

The contractor may from time to time during its performance of the contract propose to the Owner/GIPCL (with a copy to the project manager) any change that the contractor considers necessary or desirable to improve the quality, efficiency or safety of the facilities. The purchaser at its discretion approves or rejects any change proposed by the contractor.

- 86.1.2 Notwithstanding GCC Sub clause 86.1.1, no change made necessary because of any default of the contractor in the performance of its obligations under the contract shall be deemed to be a change. And such change shall not result in any adjustment of the contract price or the time of completion.

86.2 PURCHASER-INITIATED CHANGES IN WORK

- 86.2.1 If the Purchaser proposes a change pursuant to GCC sub clause 86.1.1, it shall send the contractor a "Request for Change Proposal" requiring the contractor to prepare and furnish to the project manager as soon as reasonably practicable a "Change Proposal", which shall include the following:

- Brief description of the change
- Effect on time of completion
- Estimated cost of change
- Effect on functional guarantees (if any)
- Effect on any other provisions of the contract.

- 86.2.2 The pricing of any change, shall as far as practicable, be calculated in accordance with rates and prices included in the contract. If the rates and prices of any change are not available in the contract, the parties thereto shall agree on specific rates for the valuation of change, and it shall be consistent with fair market value.



- 86.2.3 If before or during the preparation of the change proposal it becomes apparent that the aggregate effect of compliance therewith and with all the change orders that have already become binding upon the contractor under this GCC clause 86.0 would be to increase or decrease the contract price as originally set forth in the Contract agreement by more than fifteen (15) percent, the contractor may give a written notice of objection thereto prior to furnishing the change proposal as aforesaid. If the purchaser accepts the contractor's objection, the purchaser and the contractor shall agree on specific rates for valuation of the change.
- 86.2.4 Upon receipt of change proposal, the purchaser and the contractor shall mutually agree upon all matters therein contained including agreement on rates if such rates are not available in the contract or of the limit of 15% set forth in clause 86.2.3 has been exceeded. Within fourteen (14) days after such agreement, the purchaser shall, if it intends to proceed with change, issue the contractor with a change order. If the purchaser is unable to reach a decision within fourteen (14) days, it shall notify the contractor with details of when the contractor can expect a decision. If the purchaser decides not to proceed with the change for whatever reason, it shall, within the said period of fourteen (14) days, notify the contractor accordingly.
- 86.2.5 If the purchaser and the contractor cannot reach agreement on the price for change, an equitable adjustment to the time for completion, or any other matters identified in the change proposal, the purchaser may nevertheless instruct the contractor to proceed with the change by issue of a "Pending Agreement Change Order". Upon receipt of the pending agreement change order, the contractor shall immediately proceed with effecting the changes, covered by such order. The parties shall thereafter attempt to reach the agreement on the outstanding issues under the change proposal. If the parties cannot reach agreement within two (2) months from the date of issue of the pending agreement change order, then the matter may be referred to the Arbitrator.

86.3 CONTRACTOR – REQUESTED CHANGE ORDERS

If the contractor proposes a change pursuant to GCC sub clause 86.1.1, the contractor shall submit to the project manager a written "Application for Change Proposal", giving reasons for the proposed change and including the information specified in GCC Sub Clause 86.2.1. Upon receipt of the application for change proposal, the parties shall follow the procedures outlined in GCC Sub clauses 86.2.4 & 86.2.5.

86.4 COMPLIANCE WITH CONTRACT

Changes in the work shall be performed within the applicable provisions of this Contract. Upon receipt of a Change Order, Contractor shall proceed expeditiously unless otherwise provided for in the Change Order. Contractor shall perform to extra or changed work unless specifically authorized by Purchaser.

86.5 INITIATION

Either party may request a Change Order. For Purchaser initiated changes, Purchaser may require a proposal from Contractor to complete the changed work prior to authorizing any change to this Contract. Within fourteen (14) days of receipt of such request for a proposal, Contractor shall provide a written proposal to Purchaser setting forth any anticipated adjustments to the project Variables and this Contract Master Schedule that such Change order may require. If a Change Order is requested by Contractor, the request must include a description of the change in work, its effect on the project Variable, the effect on this Contract Master Schedule any other information necessary for the Purchaser to evaluate making the change. Costs associated with the requested change shall be broken down in detail in a manner acceptable to Purchaser and submitted in the request contemplated. The Public Works Department (PWD)/CTU OR STU schedule of rates, precedent rates adopted by contractor for a similar work and approved by owner and prevailing market rates may be considered in the above order to evaluate the cost of change. Costs incurred by Contractor with respect to



Purchaser initiated Change Orders (except for Change Orders resulting from events of Force Majeure or Purchaser caused delays) in preparing the proposal shall be borne solely by Purchaser, provided however, that Contractor shall have previously notified Purchaser in writing of the estimated costs of preparing such request and Purchaser shall have authorized Contractor to proceed with such preparations, and provided that Purchaser reimbursement obligation shall not exceed Contractor's estimate without Purchaser's prior written approval of such additional expense. All costs in preparing Contractor requested Change Orders and Change Orders resulting from Events of Force Majeure or Purchaser Caused Delay shall be borne exclusively by Contractor.

86.6 NOTIFICATION OF CHANGE ORDER

Contractor shall immediately advise the Owner in writing of any request by the Owner that it believes/constitutes as Change Order and will not perform such work until properly authorized by Owner.

86.7 VALUATION AND PAYMENT OF CHANGE ORDERS

Change Orders that impact the Contract Price will result in lump sum increase or decrease to the Contract Price. If work is deleted Purchaser and Contractor will agree on a lump sum deduction from the Contract Amount.

86.8 CONDITIONS FOR CHANGE ORDERS.

Contractor shall only be entitled to an increase in this Contract Amount or an extension of the Guaranteed Performance Dates with respect to any work performed if such works is included in one of the following:

A formal written amendment or a change order.

86.9 DELETION FROM WORK

The Purchaser may delete from the work any item by Change order. Any deletion of an item shall not invalidate any Contract provision or other requirement and Contractor will complete the work not so deleted under this Contract. Such deletions from the work may include Purchaser procurement of plant, materials and equipment which Contractor is otherwise obligated to Purchase there under.

86.10 CHANGES IN APPLICABLE LAWS

In the event any change in applicable Laws, applicable Permits or the technical requirement of this Contract entitles Contractor to a Change Order pursuant to this Section. Contractor's obligation to perform the work in compliance with such applicable Laws, Applicable Permits or the technical requirements of this Contract shall be subject to Purchaser's execution of such Change Order.

87.0 USE OF CONTRACT DOCUMENTS AND INFORMATION

87.1 The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any Specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

87.2 The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in various Contract documents except for purpose of performing the Contract.



- 87.3 Any document, other than the Contract itself, enumerated in various Contract documents shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Contract.

88.0 WORKS TO THE SATISFACTION OF THE ENGINEER AND OWNER

- 88.1 The Contractor shall execute, complete and maintain the works including statutory requirements strictly in accordance with the Contract to the satisfaction of the Engineer/ Owner and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter (whether mentioned in the Contract or not) connected with or concerning the works. The Contractor shall take instructions and directions only from the Purchaser/ Engineer/ their representative.
- 88.2 The detailed program should show the order of procedure and method in which he proposes to carry out the works. The Contractor shall whenever required by the Engineer or Engineer's representative, furnish for his information particulars in writing of the Contractor's agreement for the carrying out of the works and of the construction and Temporary works which the Contractor intends to supply, use or construct as the case may be, the submission to and approval by the Engineer or Engineer's representative of such programme or the furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the Contract, particularly for the quality and timely completion of the works, as contemplated in the L.O.I and provided in the price schedule & delivery period clause of agreement.

89.0 NEGLIGENCE

- 89.1 If the Contractor neglects to manufacture or supply the plant and equipment with due diligence and with expeditiousness or refuses or neglects to comply with any reasonable order given to it in writing by GIPCL or contravenes any provisions of the Contract, GIPCL may give seven (7) seven-day notice in writing to the Contractor, to make good the failure, neglect or contravention complained of. If the Contractor fails to comply with the notice within reasonable time from the date of serving thereof, in the event of failure, neglect or contravention capable of being made good within that time, then in such case, if GIPCL thinks fit, it shall be lawful for it to take the manufacture or supply of plant wholly or in part, out of the Contractor's hand and give it to another person on Contract at a reasonable price and GIPCL shall be entitled to retain any balance which may be otherwise due on the Contract by it to the Contractor or such part thereof as may be necessary, to the payment of the cost of manufacture or supply of such plant as aforesaid.
- 89.2 If the cost of executing the work as aforesaid shall exceed the balance due to the Contractor and the Contractor fails to make good such deficiency, GIPCL shall take action in the manner it may consider deem fit in terms of the Contract.

90.0 RISK PURCHASE

- 90.1 If the Contractor fails, on receipt of the Lol, to take up the work within a reasonable period or leave the work Site after partial execution of the work, GIPCL shall have the liberty to get the work done through other agency at the Contractor's own risk and additional cost if any. If the situation, so warrants, to compel GIPCL to cancel the Lol placed on the Contractor, it shall be liable to compensate the loss or damage, which GIPCL may sustain due to reasons of failure on Contractor's part to execute the work in time.



91.0 STOPPAGE OF WORK

- 90.1 The Owner shall not be responsible and not liable to pay any compensation due to stoppage of work as a reaction from local public due to any undue action on the part of the Contractor causing annoyance to local people.

92.0 RESPONSIBILITY OF CONTRACTOR

- 93.1 The Contractor shall provide guarantee and be entirely responsible for the execution of the Contract in accordance with this tender including but not limited to its specification, schedules, and annexure. The Contractor shall further provide guarantee and be responsible for the quality and workmanship of all materials and completed works, correct designs and drawings, correct delivery of material, spares, erection, testing and commissioning.
