SECTION IV:

GENERAL TERMS OF CONTRACT (GTC)

LAYING TESTING AND COMMISSIONING OF CGD- STEEL PIPELINE NETWORK AT PANCHMAHAL GA IN GUJARAT STATE

e-TENDER ID- 470159

DEFINITIONS:

Following definitions shall be applicable for the entire CONTRACT.

AFFILIATE	Shall mean in relation to a Party, any Person that, directly or indirectly, through one or more intermediaries, controls or is controlled by that Party, or is under common control along with that Party. It being understood that the term "control" used herein means ownership by one Person of more than fifty percent (50%) of the voting securities of the other company, or such a Person having the power to direct, administer and dictate the policies of the other company or where such Person has the ability or entitlement to appoint a majority of the Board of Directors of the other Person even where the voting securities held by such a Person exercising such effective control in that other company is less than fifty percent (50%) and the term "controlled" shall be construed accordingly.
AMENDMENT	Shall mean the addition to and/or the deduction from quantity or scope of work or CONTRACT/Rate validity or any other way of varying the CONTRACT
BOOKS AND RECORDS	Shall mean comprise a Party's books and records in relation to the matters pertaining to this CONTRACT including, without limitation, its corporate books, bank statements, books of account and supporting documentation (including, without limitation, invoices), whether in paper or other form
CLAIMS	Shall mean liens, claims, judgments, penalties, awards, remedies, debts, liabilities, damages, demands, costs, losses, expenses or causes of action, of whatever nature, including without limitation, those made or enjoyed by dependents, heirs, claimants, executors, administrators, successors, survivors or assigns.
CONTRACT	Shall mean these GENERAL TERMS of CONTRACT, together with the SPECIAL TERMS of CONTRACT, Letter of Award (LOA) / Purchase Order/ Rate Contract/ Call out Order, including AMENDMENT(s) and all exhibits/ appendices attached hereto and/or incorporated by reference, as originally executed or, as may from time to time, be supplemented or amended in accordance with the applicable provisions hereof.
CONTRACT PERIOD	Shall mean the period in which CONTRACT shall be valid and in force
CONTRACT VALUE	Shall mean the price payable to the CONTRACTOR under the CONTRACT for the full and proper performance of his contractual obligations and shall be based on the actual GOODS supplied/SERVICES rendered & certified by OWNER and/or Third Party Inspection Agency
CONTRACTOR/SELLER	Shall mean the person, firm, Limited Liability Partnership/Company (LLP/LLC) or company with whom CONTRACT is entered into by the OWNER for providing GOODS/SERVICES. The term includes its legal representatives, successors and assigns.
CONTRACTOR GROUP	Shall means the CONTRACTOR and its AFFILIATES, agents and its or their employees, directors and / or officers, legal representatives, successors and assigns.
CONTRACTOR'S EQUIPMENT	Shall mean any item supplied or used by the CONTRACTOR and/or its SUBCONTRACTORs pursuant to this CONTRACT
CONTRACTOR'S PERSONNEL	Shall mean the employees, directors and / or officers, legal representatives, successors and assigns of the CONTRACTOR GROUP employed, engaged or provided under this CONTRACT
CONTRACTOR REPRESENTATIVE	Shall mean the person appointed from time to time by the CONTRACTOR and notified in writing to the OWNER to act as its representative for the purpose of this CONTRACT or, in absence of such notification, the CONTRACTOR
DELIVERY POINT/SITE	Shall mean the point/location/region for delivery of GOODS and/or execution of SERVICES designated by the OWNER
FORCE MAJEURE	Shall mean act of God, flood, drought, earthquake, cyclone or other disaster, epidemic, plague, fire, act of war or like event which are unpredictable and

	outside the reasonable control of the affected PARTY, and which could not have been prevented by Good Industry Practice or by the exercise of reasonable skill and care and which, or any consequences of which, have a material and adverse effect upon the performance by the affected PARTY of its obligations under this CONTRACT.
GTC	Shall mean the General Terms of CONTRACT
GOODS	means the goods/materials specified in this CONTRACT to be supplied by the CONTRACTOR pursuant to and in accordance with the performance parameters & terms of this CONTRACT and complete in all respects to comply with the specifications and requirements stipulated in this CONTRACT
GOODS AND SERVICES TAX (GST)	Shall mean the tax chargeable under the relevant GST Act on the supply of goods or services or both in India and the importation of goods or services or both into India, as applicable from the date of enactment. More specifically, • Central Goods and Service Tax ("CGST") shall mean the tax chargeable under Central Goods and Services Tax Act 2017. • Integrated Goods and Service Tax ("IGST") shall mean the tax chargeable under Integrated Goods and Services Tax Act 2017. • State Goods and Service Tax ("SGST") shall mean the tax chargeable under the respective State Goods and Services Tax Act 2017. Union Territory Goods and Service Tax ("UTGST") shall mean the tax chargeable under the respective Union Territory Goods and Services Tax Act 2017.
GST ACT/ GST LAW	Shall mean any Act/Law imposing or relating to the imposition or administration of Goods and Services Tax, including any Cess or Surcharge, in India and any regulation or rules made under that Act or similar provision governing the operation of the law. Unless expressly stated otherwise in the Contract, words and expressions which have a defined meaning in the GST Act have the same meaning as in this CONTRACT
GOVERNMENT / GOVERNMENT AUTHORITY	Shall mean the Government of India or State Government or any department, authority, ministry, commission, instrumentality, or agency of the Government, or any central, regional, local or municipal authority; any court or governmental tribunal, quasi judicial or any regulatory authority or any other authority of the Government lawfully exercising jurisdiction over CONTRACT and/or the operations arising out of CONTRACT whether under an Act of Parliament, or any state legislature or otherwise
HSE NORMS	Shall mean the Health, Safety and Environmental (HSE) norms of the OWNER which are to be followed by the CONTRACTOR to ensure safety in the OWNER's business and which are based on generally accepted standards, procedures and practices in the natural gas industry.
HSN	Shall mean Harmonized System of Nomenclature, as defined under GST LAW, for classification of materials for GST applicability
INTELLECTUAL PROPERTY RIGHTS (IPR)	Shall mean and include any patent, copyright including the copyright in the signages, registered design/industrial design, trademark (whether or not registered), know-how, Confidential Information or other industrial or intellectual property right presently held or expected to be held by the OWNER under the LAW or under law in any part of the world, including a right to apply for such intellectual property protection/registration.
OWNER/BUYER	Shall mean Gujarat Gas Limited (GGL) having its registered office at Gujarat Gas CNG Station, Sector 5/C, Gandhinagar – 382006; and Corporate Office at 2, Shanti Sadan Society, Near Parimal Garden, Ellisbridge, Ahmedabad – 380006 shall includes its successors and assigns.
OWNER GROUP	Shall mean the OWNER and its AFFILIATES, co-venturers, co-licensees and their suppliers other than the CONTRACTOR or agents and its or their employees, directors and / or officers.

OWNER REPRESENTATIVE/ CONTRACT OWNER/ ENGINEER-IN-CHARGE (EIC)	Shall mean the person appointed from time to time by the OWNER and notified in writing to the CONTRACTOR to act as the OWNER's REPRESENTATIVE / CONTRACT OWNER for the purpose of this CONTRACT or, in absence of such notification, the OWNER.
PARTY OR PARTIES	Shall mean the OWNER and the CONTRACTOR collectively referred to as Parties and individually as Party
SAC	Service Accounting Code, as defined under GST LAW for classification of services for GST applicability
SCHEDULE OF RATES (SOR)	Shall mean unit rates mentioned in/ attached to CONTRACT agreed between OWNER and CONTRACTOR
SERVICES	Shall mean all required jobs or activities to be executed by the CONTRACTOR as per the scope of work detailed in the CONTRACT
SFMS	Structured Financial Messaging System
STC	Shall mean the Special Terms of CONTRACT
SUBCONTRACTOR	Shall mean the subcontractors, consultants, suppliers, intermediaries and any other person providing services to or acting on behalf of CONTRACTOR who are involved in matters pertaining to this CONTRACT

1. **GENERAL**:

1.1 The General Terms of CONTRACT (GTC) shall be read in conjunction with all other parts of the CONTRACT including the Scope of Work, Technical Specifications, Schedule of Rates (SoR), Drawings and any other exhibits, annexures, appendices, attachments, guidelines & any other documents forming part of, or referenced in the CONTRACT, wherever the context so requires.

1.2 Notwithstanding the sub-division of the CONTRACT documents into separate sections and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the CONTRACT.

1.3 In case of contradiction between any of the CONTRACT documents, the following shall prevail in order of precedence:

a. Schedule of rates (SOR)
b. Technical Scope & Specifications
c. Special Terms of CONTRACT (STC)
d. General Terms of CONTRACT (GTC)
e. International Standards & Codes

1.4 Wherever it is mentioned in the CONTRACT that the CONTRACTOR shall perform certain work or provide certain facilities, it is understood that the CONTRACTOR shall do so at his cost and the unit rates in CONTRACT shall be deemed to have included cost of such performance and provisions, so mentioned.

1.5 Generally the materials, design, and workmanship shall satisfy the relevant Indian Standards, the Specifications & scope of work contained herein, and Petroleum and Natural Gas Regulatory Board (PNGRB) requirements and codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be fulfilled.

1.6 It will be the CONTRACTOR's responsibility to bring to the notice of the OWNER REPRESENTATIVE, any conflict in the CONTRACT documents before acceptance of the CONTRACT or commencement of any activities under the CONTRACT, with references for which the conflict exists.

1.7 In the absence of any specifications covering any material, design or scope of work, the same shall be performed / supplied / executed in accordance with Standard Engineering Practices as per the instructions / directions of the OWNER REPRESENTATIVE, which will be binding on the CONTRACTOR.

1.8 In CONTRACT documents, unless otherwise stated specifically, the singular shall include the plural and vice versa wherever the context so requires.

1.9 All headings, subtitles and notes in any part of CONTRACT documents are solely for the purpose of giving a concise indication and not a summary of the contents thereof, and they shall never be deemed to be part thereof or be used in the interpretation or construction thereof.

1.10 The terms fully capitalized and/or initial capitalized shall be interchangeable and shall have the meaning as assigned to fully capitalized term or initial capitalized term.

1.11 The OWNER shall not be bound by any printed conditions or provisions in the CONTRACTOR's quotation, bid forms or acknowledgment of CONTRACT, invoices, packing list or any other documents, submitted at any stage before or after the award of the CONTRACT, which imposes any conditions at variance with or supplemental to CONTRACT.

2. **SCOPE OF WORK:**

2.1 The Scope of Work shall be as specified in the CONTRACT. The CONTRACTOR shall provide all necessary services/materials, equipment, labour, etc. for execution & maintenance of work till completion unless otherwise specified in the CONTRACT.

3. **THE CONTRACTOR'S PERFORMANCE:**

3.1 The CONTRACTOR has represented to have requisite expertise in the provision of the SERVICES/GOODS and the OWNER is at all times relying on the skill, knowledge and workmanship of the CONTRACTOR.

3.2 The CONTRACTOR shall be deemed to have read all documentation relating to the CONTRACT in order to determine the type, quantity and quality of resources including personnel that will be required to provide the SERVICES/GOODS and the CONTRACTOR shall obtain for itself a full understanding and knowledge of the nature and scope of the SERVICES/GOODS to be supplied and of the conditions set out in CONTRACT.

3.3 The CONTRACTOR shall provide the SERVICES/GOODS free of any defect, deficiency or omission of any kind and with diligence and in a thoroughly workmanlike manner to the satisfaction of the OWNER and to the highest standards of skill and care, generally accepted for performing services of a similar nature. The CONTRACTOR shall ensure that the SERVICES/GOODS comply with and meet the requirements of any applicable legislation.

3.4 The CONTRACTOR and/or CONTRACTOR'S personnel shall be responsible and are fully aware of and abide by all the provisions of the CONTRACT that relate to them and the CONTRACTOR shall be entirely responsible for the compliance by the CONTRACTOR'S personnel with the provisions of the CONTRACT. The CONTRACTOR shall adhere to, and shall ensure that all the CONTRACTOR'S personnel are aware of, and comply with all legislations and the OWNER's policies and procedures, as amended from time to time, including those affecting the health, safety and environmental aspects of the SERVICES/GOODS supplied.

3.5 The CONTRACTOR shall act as an independent CONTRACTOR and neither the CONTRACTOR nor its employees shall be, nor deemed to be, either expressly or impliedly, treated employees of the OWNER. The CONTRACT does not create any partnership agreement between the OWNER and the CONTRACTOR.

3.6 The OWNER shall have the right to object to and require the CONTRACTOR to remove forthwith any of the CONTRACTOR'S REPRESENTATIVE / PERSONNEL who, in the opinion of the OWNER, misconduct themselves by any manner including, but not limited to, committing fraud or any malpractice or are incompetent or negligent or undisciplined in the proper performance of their duties or fail to comply with any provisions of the CONTRACT, or persist in any conduct which is prejudicial to health, safety or environment, or whose presence is otherwise considered by the OWNER to be undesirable. Such person shall not be employed again upon the SERVICES without the prior written consent of the OWNER. Any person so removed from the SERVICES shall be replaced by the CONTRACTOR within 24 hours by other suitable qualified and experienced CONTRACTOR'S PERSONNEL approved by the OWNER. The CONTRACTOR shall not be entitled to any payment or reimbursement of costs arising from OWNER's such instruction to remove any of the CONTRACTOR'S PERSONNEL.

3.7 Transportation of all items covered in the scope of the CONTRACT, i.e OWNER'S free issue materials & the materials to be supplied by the CONTRACTOR, as applicable, will be arranged by CONTRACTOR at his own cost including insurance, storage, handling, transportation etc. CONTRACTOR will also be responsible for taking delivery of free issue material from OWNER'S designated warehouses and transportation to place of work, including its coverage for transit insurance.

3.8 The CONTRACTOR shall make his own arrangement for the accommodation & medical assistance to CONTRACTOR'S PERSONNEL at respective locations and subsequent transportation / conveyance arrangement for them from their place of residence to work place or any other place as required, unless specifically agreed by the OWNER in writing, and the OWNER shall have no obligation in this respect. The OWNER shall not be responsible for providing any medical assistance to the CONTRACTOR'S PERSONNEL.

3.9 The CONTRACTOR shall arrange for the gate pass & valid identity cards for CONTRACTOR'S PERSONNEL, as per design approved by OWNER, wherever required, at CONTRACTOR's cost. The CONTRACTOR'S PERSONNEL shall be required at all times to carry their respective Identity Cards while on duty and produce on demand. The CONTRACTOR shall provide from time to time a list of the personnel with names, and their brief work profile, whenever demanded by OWNER.

3.10 The CONTRACTOR shall comply in all respects to the timelines specified in the CONTRACT or as intimated by OWNER REPRESENTATIVE. The CONTRACTOR agrees to comply strictly with such scheduling and co-ordination. OWNER reserves the right and authority to reasonably schedule and reschedule the supply of SERVICES/GOODS to effect overall execution of the CONTRACT, including the express right and authority to direct additional manpower, equipment or any other resources, of which the SERVICES/GOODS form part of, and any overtime reasonably necessary to accomplish its obligations hereunder, provided, however, that such reserved right and authority may be exercised only by the express direction in writing by the OWNER, without any additional cost to OWNER. The CONTRACTOR shall promptly submit to the OWNER such schedules and reports pertaining to the CONTRACTOR'S performance of the SERVICES at the time and in the form required by OWNER.

3.11 The CONTRACTOR shall execute any work as may be necessary in respect of rectification of defective SERVICES/GOODS, as may be required of the CONTRACTOR in writing by the OWNER.

3.12 If the CONTRACTOR fails or is unable, within a reasonable time, to provide the SERVICES /GOODS or to execute any work as may be necessary in respect of rectification of defective SERVICES/GOODS, OWNER shall be entitled to perform itself or employ and pay third parties to carry out the required work and if such work comprises the SERVICES/GOODS which, in the opinion of OWNER, CONTRACTOR was liable to do at its own expense under the CONTRACT, then all such expenses, incurred by OWNER as a result of CONTRACTOR's failure or inability to so provide the SERVICES/GOODS, shall be recoverable from the CONTRACTOR by the OWNER, or may be deducted by OWNER from any monies due or which may become due to the CONTRACTOR pursuant to CONTRACT or otherwise.

4. **CONTRACT-CUM-PERFORMANCE BANK GUARANTEE (CPBG):**

4.1 The CPBG shall be denominated in the currency of the CONTRACT.

4.2 Contract-cum-Performance Bank Guarantee (CPBG) shall be acceptable from any bank as directed by the latest Government of Gujarat Resolution (GR), applicable at the time of submission of any fresh CPBG (Refer website https://financedepartment.gujarat.gov.in/gr.html), in the format stipulated in Section VI (Forms and Formats) of the TENDER.

4.3 The CPBG proceeds shall be appropriated by the OWNER as compensation for any loss resulting from the CONTRACTOR's failure to complete its obligations under the CONTRACT, including, but not limited to, shortfall/damage/loss of free issue materials, damage/breakage/defacing or destruction of any property belonging to the OWNER or non-fulfilment of any of the CONTRACTOR's obligations during the execution of the CONTRACT.

4.4 The CPBG proceeds shall also govern the successful performance of GOODS and SERVICES during the entire period of Warranty/ Defect Liability Period as specified in the CONTRACT.

4.5 Wherever possible, CONTRACTOR has to inform the issuing Bank to provide confirmation regarding the issuance of Bank Guarantee through SFMS to OWNER's (Beneficiary) Bank/ Advising Bank (i.e. HDFC Bank, IFSC : (HDFC0000006).

5. **SCHEDULE OF RATES:**

5.1 Rates as set forth in the CONTRACT for all SERVICES to be performed and/or GOODS to be delivered shall be on firm price basis and no escalation will be entertained during RATE VALIDITY PERIOD, with the exception of any price variation specified in the CONTRACT.

5.2 The CONTRACTOR is deemed to have satisfied itself as to the circumstances (including risks and contingencies) affecting the price for the provision of the GOODS/SERVICES and/or the cost to the CONTRACTOR of supplying the GOODS/SERVICES and to the correctness and the sufficiency of the rates specified in this CONTRACT for the GOODS/SERVICES which shall, except insofar as it is otherwise provided in this CONTRACT, cover all its obligations under this CONTRACT and all matters and things necessary for the proper supply of the GOODS/SERVICES, whether specifically stated or incorporated by reference to this CONTRACT.

6. **TAXES & DUTIES:**

6.1 The CONTRACTOR shall pay and shall ensure that any of its SUBCONTRACTORS shall pay, all income, corporation, revenue or similar taxes, howsoever described, and all fines, penalties and interest thereon assessed on the income, profits and gains accruing to the CONTRACTOR or any of its SUBCONTRACTORS from the operation of this CONTRACT. The CONTRACTOR shall be responsible for, indemnify, defend and hold harmless the OWNER against any claims whatsoever arising in connection with the liability of the CONTRACTOR or any of its SUBCONTRACTORS for any such taxes, penalties and interest. Further the CONTRACTOR shall be responsible for, indemnify, defend and hold harmless the OWNER against any Claims whatsoever arising in connection with all taxes assessed or levied against or on account of wages, salaries, benefits, or deemed benefits paid to the CONTRACTOR's PERSONNEL.

6.2 The CONTRACTOR shall be required to furnish the OWNER with such particulars as are known to the CONTRACTOR in relation to its or any of its SUBCONTRACTORS activities under this CONTRACT as may be required by the OWNER to fulfil information requests received from any competent tax or GOVERNMENT AUTHORITY. Where requested information is not known to the CONTRACTOR, it shall take reasonable steps to obtain the information necessary to enable it to comply with the request.

6.3 The OWNER may, without liability to the CONTRACTOR, withhold sums in respect of any payments which would otherwise be made by the OWNER to the CONTRACTOR or to any of its SUBCONTRACTORS to the extent that such withholding may be required by legislation or orders, rules or directions of any competent tax authority or GOVERNMENT AUTHORITY. Where the requirement for any withholding is avoided by the CONTRACTOR or any SUBCONTRACTORS holding an appropriate exemption certificate, it is the duty of the CONTRACTOR to inform the OWNER that such a certificate is held and to inform the OWNER of any change to or cancellation of the certificate and to provide copies of the certificate or any further information that may be required by the OWNER to satisfy itself that it can make payment without any withholding. The CONTRACTOR shall be responsible for, indemnify, defend and hold harmless the OWNER against any Claims whatsoever arising in connection with such withholding or failure to withhold as may arise due to the CONTRACTOR's failure to inform the OWNER of any relevant matter in a timely fashion.

6.4 The OWNER shall pay to the CONTRACTOR the Goods and Service Tax (GST) or any other applicable indirect taxes, howsoever described, levied by any competent GOVERNMENT AUTHORITY, chargeable in respect of SERVICES/GOODS properly supplied by the CONTRACTOR under this CONTRACT, provided that the CONTRACTOR provides the OWNER with a valid tax invoice, as required under the applicable

GST Law or other legislation, to enable a tax credit to be obtained by the OWNER, wherever applicable. The OWNER shall have no liability to pay the CONTRACTOR for any amount to the extent such amount is eligible for relief, reduction, exemption or recovery by the actions of the CONTRACTOR or any SUBCONTRACTOR.

6.5 The CONTRACTOR shall indemnify, defend and hold harmless the OWNER from and against any taxes levied against it on account of any property or equipment (including the CONTRACTOR'S EQUIPMENT) of the CONTRACTOR or any SUBCONTRACTORS including but not limited to customs duties, Goods and Service Tax (GST), occupation and other like taxes and imposts.

6.6 The CONTRACTOR shall be responsible for, and pay when due, all taxes and duties, as prevailing from time to time, relating to the SERVICES/GOODS supplied. OWNER shall not be responsible for any such liability of the CONTRACTOR. OWNER shall have the right to withhold required amount from payments due to the CONTRACTOR under CONTRACT to the extent that such withholding may be required by the GOVERNMENT or by any GOVERNMENT AUTHORITY, and the payment by OWNER to the respective GOVERNMENT AUTHORITY of the amount of money so withheld shall relieve OWNER from any further obligation to CONTRACTOR with respect to the amount so withheld. The CONTRACTOR undertakes to indemnify OWNER for any loss, outgoing, fine, penalty etc. that CONTRACTOR suffers for GST purposes for the SERVICES/GOODS supplied to OWNER.

6.7 CONTRACTOR shall defend, indemnify and hold OWNER harmless from and against any and all claims, expenses and proceedings howsoever arising in connection with the liabilities of CONTRACTOR for any such taxes, fines penalties and interest levied by the GOVERNMENT AUTHORITY or any competent tax authority.

6.8 All taxes levied on CONTRACTOR's corporate income or profits shall be for the account of CONTRACTOR and shall not be reimbursed by OWNER.

6.9 The OWNER shall also deduct/withhold/charge required amount corresponding to any taxes, prevailing from time to time, levied at the prevailing rates on the Liquidated Damages/ Penalty/ any other such amount deducted/ withheld/ recovered from CONTRACTOR, wherever applicable. OWNER shall have the right to recover/ deduct such amount from CONTRACTOR's invoice, Bank Guarantee or from any outstanding payments due to the CONTRACTOR.

6.10 Any statutory variation on account of taxes & duties, as applicable to the SERVICES/GOODS to be supplied under the CONTRACT within the CONTRACT PERIOD, shall be reimbursed by OWNER or refunded by the CONTRACTOR, as the case may be. Such variation shall be limited to direct transactions between the OWNER and the CONTRACTOR, shown as taxes and duties in CONTRACTOR's invoice. However, any additional tax implication, resulting from delay in delivery of SERVICES/GOODS due to reasons not attributable to the OWNER and/or any change in the taxation (e.g. GST) registration status of the CONTRACTOR during the CONTRACT PERIOD, shall be borne by the CONTRACTOR.

6.11 CONTRACTOR shall, in addition to other taxes, also be responsible for payment of 'CESS' under the Building & Other Workers Welfare Cess Act, 1996, as applicable, and the same will be deposited with relevant authorities with intimation to the OWNER, failing which OWNER will retain the same from running account bill of CONTRACTOR. Said retention amount shall be released upon submission of challan against payment of Cess under the Building & Other Construction Workers Welfare Cess Act, 1996.

7. **INVOICING:**

7.1 Subject to the completion of the CONTRACTOR's obligations in a manner satisfactory to the OWNER in all respects and strictly in accordance with the terms of this CONTRACT, the CONTRACTOR shall submit the invoices to the OWNER for the value ascertained in accordance with the SCHEDULE OF RATES, along

with certified measurement sheet or relevant documents as stated by the OWNER REPRESENTATIVE from time to time, for which payment is claimed.

7.2 The invoice shall be broken down into individual items in such detail as to enable OWNER to calculate how the total value of the invoice has been reached in accordance to the SOR and shall contain such further information which the OWNER may request. The taxes chargeable in respect of SERVICES/GOODS supplied by the CONTRACTOR under CONTRACT, as applicable, shall be itemized separately.

7.3 The CONTRACTOR shall provide proper invoices to OWNER, for the SERVICES/GOODS supplied, containing the below details:

a. CONTRACT number with description of works
b. Service code(s) with description, unit of measurement and quantity delivered
c. Required details as prescribed under the GST ACT, and including but not limited to:
   i. Correct GSTIN of OWNER
   ii. The applicable SAC/HSN codes of the SERVICES/GOODS
   iii. The applicable taxes under GST ACT for SERVICES/GOODS
   iv. State Code and the place of supply as applicable as per billing and delivery address mentioned in the CONTRACT

7.4 OWNER shall make payment after making deductions, as applicable, but not limited to:

a. Tax Deduction at Source (TDS)
b. Liquidated Damages and/or Penalty charges
c. Retention amount
d. Any other taxes/statutory deductions as applicable from time to time including applicable taxes levied at prevailing rates on Liquidated Damages / Penalty/ any other such amount deducted/ withheld/ recovered from the CONTRACTOR.
e. Any sums owed to the OWNER (as per Clause 7.12) or in case the CONTRACTOR has committed a breach of its obligations under this CONTRACT.
f. GST TDS: OWNER may, in relation to any payment it is required to make to the CONTRACTOR, withhold from that payment any amount it is required to withhold under the GST ACT and shall provide such document to the CONTRACTOR as may be prescribed under the GST ACT.

OWNER's decision regarding the above shall be final and binding to the CONTRACTOR.

7.5 CONTRACTOR shall submit the invoices immediately upon completion of the job or as per the agreed periodic billing/invoicing cycle, but not later than 5 days from the date of invoice to avoid non-compliance under Indirect Tax Laws. If any interest, penalties, loss or damage is caused to the OWNER, on account of non-compliance of any existing tax laws due to delayed submission of Invoice by the CONTRACTOR (including but not limited to interest or penalties caused to OWNER on account of delayed payment of tax or loss due to non-availability of any tax credit), such interest, penalties, loss or damage will be recovered from the CONTRACTOR.

7.6 The CONTRACTOR must remit the GST amount to the respective authority in accordance with the GST ACT. The CONTRACTOR shall be liable to OWNER for any cost, liability, dues, penalty, fees, interest, outgoing, as the case may be, or for any loss occurring to OWNER on account of non-availability of input tax credit to OWNER due to non-compliance of applicable tax laws including but not limited to GST laws in force or otherwise, on the part of the CONTRACTOR. An amount equivalent to such liability or loss accruing to OWNER shall be deducted from the payment due to the CONTRACTOR or shall be reimbursed by the CONTRACTOR to OWNER within 15 days of any such demand made by OWNER. The amount withheld by OWNER or reimbursed by the CONTRACTOR will be retained by OWNER till such default is either rectified or made good by the CONTRACTOR to the satisfaction of OWNER.

7.7 To the extent that it is permitted under the GST Act, OWNER reserves the right to create and issue a Tax Invoice in relation to SERVICES/GOODS supplied under this CONTRACT to discharge its obligation under the reverse charge mechanism as per GST ACT. The CONTRACTOR shall raise an invoice and only charge the GST portion applicable to the CONTRACTOR as the supplier of such SERVICES/GOODS.

7.8 In the event an adjustment arises in connection with a supply made under the CONTRACT, the CONTRACTOR must give the OWNER a credit note or debit note (referred to as Adjustment Notes), as the case may be, which are in accordance with the GST ACT. The Adjustment Note must identify the SERVICES/GOODS relevant to the adjustment event and should bear reference to the corresponding original tax invoice for the supply made.

7.9 The CONTRACTOR will ensure that all tax invoices and Adjustment Notes rendered to OWNER under the CONTRACT are in a format that identifies any GST paid, and which permits OWNER to claim a valid input tax credit, wherever applicable. The CONTRACTOR shall issue the Adjustment Notes within 15 days from discrepancy/error identified, but not later than 6 months from the end of the relevant financial year within which taxable supplies are made. CONTRACTOR shall submit such Adjustment Notes to OWNER immediately but not later than 5 days from the date of Adjustment Notes.

7.10 Invoices which are incomplete, incorrect or in a form which is unacceptable to the OWNER, shall be returned to CONTRACTOR un-actioned. If the CONTRACTOR submits invoices that contain erroneous billings repetitively in a manner perceived by the OWNER to be excessive, the CONTRACTOR will be assessed a penalty being a percentage of the value of the erroneous invoice, as decided by OWNER.

7.11 If the OWNER disputes any item in any invoice, in whole or in part, then the OWNER, at its sole discretion, may pay only the undisputed portion of such invoice, until such time as the OWNER and the CONTRACTOR have reached agreement as to what payment, if any, is due or what other action will be taken by the OWNER in respect of the disputed amount. The OWNER shall promptly notify the CONTRACTOR of any such disputed amount. The OWNER and the CONTRACTOR shall endeavor to settle expeditiously and in good faith, at the earliest possible date, any such dispute and any agreed adjustment and subsequent payment shall be made promptly following the date of such settlement.

7.12 The OWNER shall be entitled to set-off against the amounts payable to the CONTRACTOR under this CONTRACT any sums owed to the OWNER by the CONTRACTOR GROUP on any account and howsoever arising.

7.13 Unless otherwise specified in the STC, the OWNER shall pay or cause to be paid the due amount within a period of 30 days from the date of receipt of the complete and correct invoice, duly certified by OWNER'S REPRESENTATIVE as per the terms and conditions of the CONTRACT.

8. DEDUCTIONS FROM THE CONTRACT VALUE

8.1 All costs, damages or expenses which OWNER may have paid or incurred, which under the provisions of the CONTRACT fall under the CONTRACTOR's liability, will be claimed by the OWNER. All such claims shall be billed/notified by the OWNER to the CONTRACTOR regularly as and when they fall due. Such claims shall be paid by the CONTRACTOR within 15 (fifteen) days of the receipt of the corresponding intimation from OWNER, and if not paid by the CONTRACTOR within the said period, the OWNER may, then, deduct the amount from any moneys due, such as Contract/ Performance Security, retention money, Bank Guarantee, or payments becoming due to the CONTRACTOR under the CONTRACT or may be recovered by actions of law or otherwise, if the CONTRACTOR fails to satisfy the OWNER of such claims.

9. **PRINTS, DRAWINGS & SPECIFICATIONS (AS APPLICABLE):**

9.1 The CONTRACTOR shall prepare at its own expense and submit to the OWNER such drawings and data as necessary for the performance of this CONTRACT. The OWNER REPRESENTATIVE shall have the right to generally approve all drawings and/or data but such approval or acceptance shall not relieve the CONTRACTOR of any of its responsibilities under this CONTRACT. The CONTRACTOR shall supply, at no extra cost, legible copies of such drawings and data, as applicable.

10. **INSPECTION, MONITORING, TESTING AND EXPEDITING:**

10.1 The OWNER, by its authorized officers and agents, shall at all times be granted access to the CONTRACTOR's premises and/or wherever SERVICES are being performed or any materials, plant and/or equipment are being constructed, manufactured or stored, for expediting, inspecting, monitoring and testing of the SERVICES/GOODS.

10.2 Any expediting, monitoring, review, approval, acknowledgement, test or acceptance or waiver thereof by the OWNER shall not relieve the CONTRACTOR from any of its obligations under this CONTRACT in respect of any subsequent defects in the design, quality, materials, workmanship or fitness for purpose of the SERVICES/GOODS.

10.1 Wherever applicable, before delivering the GOODS, the CONTRACTOR shall, at no extra cost to the OWNER, unless otherwise specified in the CONTRACT, inspect and test the GOODS for compliance with this CONTRACT and supply to the OWNER legible certificates of the results of such inspection and testing, duly signed & stamped by authorized representative of the CONTRACTOR, as may be reasonably required by the OWNER or required by legislation.

10.2 The GOODS may be inspected by the OWNER (i) At OWNER site and/or (ii) At factory premises of the CONTRACTOR/SUBCONTRACTOR or Third party duly approved by the OWNER. The CONTRACTOR shall extend all necessary cooperation to the OWNER / Third Party Inspection agency in carrying out the inspection, as the case may be.

10.3 In case if the CONTRACTOR offers the GOODS for inspection and the same fails then third party re-inspection costs as per CONTRACT terms will be borne by the CONTRACTOR, unless explicitly specified otherwise in the CONTRACT.

11. **MARKING OF THE GOODS (AS APPLICABLE):**

11.1 Wherever applicable, the CONTRACTOR shall ensure that the GOODS and, where the components of the GOODS are manufactured by different parties, those components are clearly and permanently marked with the manufacturer's name, trademark or distinguishing mark which clearly identifies the manufacturer. In addition, where the CONTRACTOR is not the manufacturer, the CONTRACTOR shall ensure that the GOODS are, without infringing third parties' rights including IPR, clearly and permanently marked as having been supplied by the CONTRACTOR to the OWNER.

11.2 The CONTRACTOR shall ensure that prior to delivery; the GOODS and all components are marked in accordance with the provisions of the CONTRACT. Where the CONTRACT makes no such provision, the GOODS or any components shall not (without the prior written consent of the OWNER) be marked with the name, badge or any other mark used exclusively by the OWNER. Any GOODS or components so marked shall not be disposed off to any third party without the prior written consent of the OWNER unless such markings are first erased to the satisfaction of the OWNER.

12. **PACKAGING AND CARRIAGE (AS APPLICABLE):**

12.1 The GOODS shall be crated, paletted or packed in any such manner so as to reach the DELIVERY POINT undamaged and in good condition.

12.2 Unless otherwise stated in this CONTRACT, all costs such as packaging & carriage shall be included in the CONTRACT VALUE. Returnable cases, packages and other containers shall be supplied by the CONTRACTOR free of charge, unless agreed otherwise previously in writing. Where previously requested in writing, such returnable cases, packages and other containers will be returned to the CONTRACTOR but, whilst reasonable care shall be taken to ensure that they are received by the CONTRACTOR in good condition, such return shall be at the CONTRACTOR's risk and expense.

12.3 The CONTRACTOR shall send with each consignment of the GOODS, as applicable:

a. A packing note (together with a copy of material test certificate(s), where applicable) with the GOODS, detailing the number of this CONTRACT, description, code number (if any) and the quantity of Goods consigned;
b. An advice note or notes, as instructed in CONTRACT, including details as mentioned in sub-clause a above;
c. Additional documentation as detailed in the CONTRACT;
d. The CONTRACTOR's clear and full instructions with regard to all hazards affecting the GOODS; and
e. Documentation to prove the GOODS supplied have been inspected and, if applicable, are properly completed and therefore fit for purpose.

13. DELIVERY (AS APPLICABLE):

13.1 The CONTRACTOR shall deliver the GOODS to the DELIVERY POINT and as specified in the DELIVERY SCHEDULE.

13.2 Delivery shall be deemed to have been made on acknowledgement of receipt of the GOODS by the OWNER. Delivery of the GOODS to a carrier (whether named by the OWNER or not) for the purpose of transmission to the OWNER is not deemed to be and shall not constitute delivery of the GOODS to the OWNER.

13.3 The OWNER, acting reasonably, may alter the DELIVERY POINT and/or DELIVERY SCHEDULE upon giving the CONTRACTOR reasonable notice in writing of such alterations.

13.4 If the CONTRACTOR fails to deliver any GOODS in accordance with the CONTRACT, then the OWNER may terminate this CONTRACT or any part of it and reserves all rights in damages and otherwise arising.

13.5 If the GOODS are incorrectly delivered, the CONTRACTOR shall be responsible for any additional expense incurred in redelivering such GOODS in the correct manner/to the correct destination and/or at the correct schedule.

13.6 The quantity of GOODS delivered must not exceed the quantity specified in the CONTRACT or intimation by OWNER REPRESENTATIVE. GOODS in excess of the quantity specified shall, at the OWNER's option, be returned to the CONTRACTOR at the CONTRACTOR's expense.

13.7 Acceptance of the GOODS by the OWNER shall not relieve the CONTRACTOR of any of its obligations under this CONTRACT.

14. LIQUIDATED DAMAGES:

14.1 The CONTRACTOR acknowledges the importance to the OWNER of receiving the GOODS and/or SERVICES at the times specified in this CONTRACT and/or as intimated by the OWNER REPRESENTATIVE, and undertakes to take all steps necessary to achieve the completion dates so specified. In this respect, time shall be of the essence. No other activity of the CONTRACTOR shall take precedence over the supply of SERVICES/GOODS.

14.2 Without prejudice to the OWNER's other rights available under the CONTRACT and/or Law, in case the CONTRACTOR fails to meet the Delivery and/or Completion Schedule as specified in the CONTRACT and/or as intimated by OWNER REPRESENTATIVE, for the reasons other than Force Majeure and/or reasons attributable to OWNER alone, the OWNER shall, unless otherwise specified differently in the Special Terms of Contract, recover, as ascertained and agreed, Liquidated Damages , and not by way of penalty, a sum equivalent to half percent (0.5%) of the value of delayed GOODS / SERVICES per week of delay or part thereof, on basic value of delayed GOODS / SERVICES, subject to maximum of 5% of the basic value of the delayed portion of the GOODS/SERVICES. The decision of the OWNER in regard to the actual delay shall be final and binding on the CONTRACTOR.

14.3 The CONTRACTOR shall immediately notify the OWNER, prior to the applicable Delivery Schedule/ completion timelines, of any event or circumstance that may give rise to any delay in the delivery of the GOODS/SERVICES, other than arising from reasons covered by the provisions of Clause 40 of GTC on Force Majeure hereof. The CONTRACTOR shall immediately give details to the OWNER's REPRESENTATIVE of the effect or anticipated effect on the performance of its obligations under the CONTRACT along with the actions it intends to take to mitigate the same.

14.4 If the OWNER agrees that delivery of the GOODS/SERVICES or part thereof, is likely to be delayed beyond the stipulated schedule/ execution timelines as specified in the CONTRACT, and that such delay is not attributable to the CONTRACTOR, then the OWNER shall grant such revision schedule/execution timelines as the OWNER considers reasonable in all the circumstances, provided such intimation is received from CONTRACTOR prior to the applicable schedule.

15. **FREE ISSUE MATERIAL:**

15.1 If, for the purposes of this CONTRACT, materials are to be supplied by or on behalf of the OWNER for incorporation into the GOODS and/or performance of the SERVICES (hereafter referred to as "Free Issue Materials"), they shall be and remain the property of the OWNER, but upon delivery to the CONTRACTOR, become and remain thereafter at the sole risk of the CONTRACTOR, until the delivery of the GOODS and/or performance of the SERVICES, and the return of any surplus Free Issue Materials to the OWNER.

15.2 CONTRACTOR shall clearly identify and mark as "the property of GGL", separately store, safeguard, maintain in good order and condition and keep such records as the OWNER may require of all Free Issue Materials for audit purpose. All such materials shall be deemed to be in good condition when received by or on behalf of the CONTRACTOR unless it otherwise notifies the OWNER within seven (7) days of receipt.

15.3 CONTRACTOR shall use all Free Issue Materials economically and solely in connection with this CONTRACT. Damage to or loss or waste of any Free Issue Materials arising from bad workmanship, carelessness or the CONTRACTOR's failure to comply with the provisions of sub-clause 15.2 shall be made good at the expense of the CONTRACTOR either by the CONTRACTOR or as the OWNER otherwise instructs, by replacement of materials of at least the equivalent quality.

15.4 All scrap and surplus Free Issue Materials are to be marked as "the property of GGL", kept separately and reported at regular intervals to the OWNER.

15.5 OWNER reserves the right to physically inspect/verify the Free Issue Materials at any time. If any loss/shortage/damage is found during such verification by OWNER or in the Free Issue Materials returned by CONTRACTOR, then such lost/short/damaged material cost shall be borne by the CONTRACTOR and necessary amount towards such shortage/damaged material will be recovered from the CONTRACTOR, as per rate decided by OWNER.

16. **MATERIAL INSPECTION (AS APPLICABLE):**

16.1 Upon receipt of GOODS at DELIVERY POINT, OWNER will inspect the packaging for damage or tampering. In case of no damage or tampering of the package, the GOODS will be stored at OWNER's site for further inspection.

16.2 OWNER will, at its option, proceed to examine the GOODS to ascertain precise extent of any breakage/ shortage/ tampering/ damage, if any, and in the absence of a representative from CONTRACTOR, the OWNER's report will be deemed accepted by the CONTRACTOR. In case of breakage/ shortage/ tampering/ damage, intimation regarding the same shall be referred to the CONTRACTOR within thirty (30) days from the date of receipt at DELIVERY POINT by the OWNER, which shall be replaced / made good by the CONTRACTOR at their own cost. All risk of loss or damage to the GOODS shall be upon the CONTRACTOR till it is delivered to the OWNER.

16.3 If OWNER finds that GOODS supplied are not in accordance to CONTRACT or received in damaged or tampered condition or otherwise not satisfactory owing to any reason, of which the OWNER shall be the sole judge, the OWNER is entitled to take actions such as, but not limited to, rejection of the GOODS, termination of the CONTRACT, procurement of GOODS from other agencies, and recover the loss, if any, from the CONTRACTOR.

16.4 The OWNER shall have the right to require the CONTRACTOR at the CONTRACTOR's own risk and expense, expeditiously to collect and replace any rejected GOODS, not later than fifteen (15) days from the date of communication of rejection from OWNER. In case the size of the rejected GOODS or other circumstances make it impracticable for the rejected GOODS, or part thereof, to be removed prior to delivery of the replacement GOODS, the OWNER may require the CONTRACTOR to carry out the necessary replacement at site at the CONTRACTOR's expense.

16.5 If the CONTRACTOR fails to fulfill its obligations under this clause within thirty (30) days from the date of intimation of rejection; the OWNER may:

a. Dispose the material to any party and expenses, if any, incurred for such disposal, shall be payable by the CONTRACTOR; and/or
b. Terminate this CONTRACT, or any part thereof, in accordance with Clause 42 of GTC, and/or debar the CONTRACTOR in accordance with Clause 43 of GTC for future tendering/award of contract, without prejudice to its existing rights and remedies; and/or
c. Recover as a debt due from the CONTRACTOR, all extra costs and expenses arising from or in connection with any GOODS being found to be defective, including but not limited to, those of employing others, repairing, modifying or testing defective GOODS, purchasing alternative GOODS elsewhere and storage, as appropriate.

16.6 Where the CONTRACTOR replaces any GOODS in accordance with this Clause, the provisions of this CONTRACT shall apply to the replacement GOODS.

17. **RIGHT TO GET GOODS/SERVICES THROUGH OTHER AGENCIES:**

17.1 Nothing contained herein shall restrict OWNER from accepting similar GOODS/SERVICES from other agencies at its sole discretion, if the CONTRACTOR fails to fulfil any of its obligations under the CONTRACT.

17.2 In such event, the OWNER, at its sole discretion, shall be entitled to recover the additional expenses incurred for procuring the GOODS/SERVICES from alternate agencies, in addition to administrative and other expenses incurred by OWNER for the same. The decision of OWNER in determining such amount to be recovered from the CONTRACTOR shall be final and binding on the CONTRACTOR. The CONTRACTOR's liability in this respect shall be unlimited without exception.

18. **WARRANTY/ DEFECT LIABILITY:**

18.1 CONTRACTOR warrants that:

a. The SERVICES shall be free of defect, deficiency or omission of any kind;
b. All resources, including any CONTRACTOR's equipment, shall be of good quality, without defect, suitable for the purpose and use for which they are intended or used, shall conform to the requirement of the OWNER and perform in accordance with the requirements and conditions of CONTRACT;
c. The SERVICES comply with OWNER's requirements (as notified to CONTRACTOR) both individually and (where relevant) together as an operating system; and
d. The SERVICES will comply with and meet all requirements of the Legislation.

18.2 CONTRACTOR shall be deemed to have read all documentation relating to the CONTRACT in order to determine the quantity and quality of resources that will be required and CONTRACTOR shall obtain for itself a full understanding and knowledge of the nature and SERVICES and of the prevailing conditions under which the SERVICES are to be carried out.

18.3 Defect liability period (DLP) shall be for the period as stipulated in the STC commencing from the date of completion of SERVICES. For any process or system related defects observed during this period, the CONTRACTOR shall rectify/ re-construct the same at its own cost. The date of completion of the SERVICES shall be the date on which the OWNER's REPRESENTATIVE approves completion of SERVICES.

18.4 In case of supply of GOODS is in scope of the CONTRACTOR,

18.4.1 CONTRACTOR warrants that the quality of GOODS supplied shall be in accordance with CONTRACT and specified standards and shall show the utmost skill, diligence and competency in workmanship. CONTRACTOR also warrants that such GOODS shall meet the requirements of, and be in conformity with all applicable laws, rules, regulations and ordinances of any GOVERNMENT AUTHORITY.

18.4.2 Without prejudice to the rights of the OWNER under this CONTRACT, wherever applicable, the CONTRACTOR warrants the GOODS against the CONTRACTOR's faulty design, workmanship or materials arising or becoming apparent within a period of 12 months from commissioning or 18 months from delivery, whichever is earlier, (henceforth referred to as the "Warranty Period") from the date of delivery of GOODS at DELIVERY POINT, either following delivery or following the repair, modification or replacement of the GOODS, or any part thereof, unless otherwise stated differently in the STC.

18.4.3 CONTRACTOR warrants that GOODS under this CONTRACT will be new and of recent manufacture, of specified quality and free of all defects and all malfunctions, including latent defects, and compete and fit for the use for the specific purpose for which they are purchased and that they are in strict accordance with the drawings and Specifications, and all relevant codes as applicable to GOODS in India or any sub division thereof.

18.4.4 If any fault, defect or nonconformity is discovered during the Warranty Period, CONTRACTOR shall take or arrange for all measures necessary to correct, or have corrected, any and all defects, or to replace or have replaced the defective parts (the decision regarding replacement/repair shall be at OWNER's discretion) with the greatest diligence and at CONTRACTOR's expense to the full satisfaction of OWNER. The CONTRACTOR shall also provide supervision as required and accept charges for the dismantling and re-assembly of work on site. All transport costs for the parts to be repaired or replaced will be paid by CONTRACTOR.

18.4.5 All the spares shall be supplied with fitment certificate to the original equipment, as applicable.

18.4.6 Should the nature or size of the defective GOODS or other circumstances make it impracticable for the defective GOODS or part thereof to be removed, the OWNER may require the

CONTRACTOR or others to carry out the work necessary for repair, modification, or replacement of the GOODS on site at the CONTRACTOR's expense, and the cost for the same shall be recovered /deducted from the CONTRACTOR.

18.5 If the CONTRACTOR fails to respond immediately to intimations of defects in GOODS/SERVICES and fulfil its obligations under this Clause, the OWNER may:

a. Terminate this Contract or any part thereof in accordance with Clause 42 of GTC and/or debar the CONTRACTOR as per Clause 43 of GTC, without prejudice to its existing rights and remedies; and/or
b. Recover as a debt due from the CONTRACTOR all extra costs and expenses arising from or in connection with any GOODS/SERVICES being found to be defective, including but not limited to those of employing others, repairing, modifying or testing defective GOODS/SERVICES, purchasing/storing alternative GOODS/SERVICES elsewhere.

18.6 Where the CONTRACTOR repairs, modifies or replaces any SERVICES/GOODS in accordance with this clause, the provisions of this CONTRACT shall apply to the repaired, modified or replacement SERVICES/GOODS.

18.7 Failing prompt and sufficient action on the part of CONTRACTOR, OWNER reserves the right to carry out the necessary work at CONTRACTOR's risk and expense. OWNER shall have the right to recover such costs from CONTRACTOR as described in GTC Clause No. 17.2.

18.8 Where applicable, the OWNER shall have the right to assign the benefit of this warranty to the OWNER's successors and/or assignees. When requested by the OWNER, the CONTRACTOR shall assign to the OWNER the full benefits of all guarantees/warranties obtained by the CONTRACTOR.

19. **AMENDMENT(S):**

19.1 OWNER may, by written notice to the CONTRACTOR, order extra quantity or make changes by altering, adding to or deducting from the GOODS / SERVICES, by way of an AMENDMENT, with no other variation in the unit rates, terms & conditions of the CONTRACT, except as explicitly specified in the AMENDMENT.

19.2 All modifications leading to changes in the CONTRACT with respect to technical and/or commercial aspects shall be considered valid only when accepted in writing by OWNER. Any other cases shall not be any ground for extension of agreed execution schedule and also shall not affect the performance of CONTRACT in any manner except to the extent agreed by the OWNER REPRESENTATIVE.

19.3 The CONTRACTOR shall not commence to carry out any Amendment nor shall any claim be valid in respect thereof until the CONTRACTOR has received the signed Amendment and / or detailed estimate of the cost approved by OWNER in writing for carrying out such Amendment.

20. **PROPERTY & RISK:**

20.1 Without prejudice to the rights and obligations of the PARTIES under this CONTRACT and unless otherwise agreed in writing, the property in the GOODS or any part thereof shall pass to the OWNER on delivery or on payment by the OWNER (whichever is earlier). In the event of part payments prior to delivery, property in the GOODS shall pass in proportion to payments made. Notwithstanding passing of property to the OWNER risk shall not pass to the OWNER until all of the GOODS have been delivered in accordance with this CONTRACT at the DELIVERY POINT.

20.2 Where the property in any of the GOODS passes to the OWNER before delivery, such GOODS shall be stored separately, clearly identified and marked as "the property of GGL" or in such other manner as the OWNER may require.

20.3 Unless otherwise agreed in writing, all tools, patterns, drawings, designs, other documents, equipment or materials supplied by or on behalf of the OWNER shall be stored separately, marked as "the property of GGL" and remain the property of the OWNER and the CONTRACTOR shall be responsible for their safe custody and return. They shall not, without the prior written consent of the OWNER, be disposed of by the CONTRACTOR to any third party nor used except for the purpose of carrying out this CONTRACT.

21. **SUB-LETTING OF CONTRACT:**

21.1 No part of this CONTRACT, nor any share or interest therein, in any manner or extent, will be transferred or assigned or sub-let, directly or indirectly, to any person / firm or organization by the CONTRACTOR without written consent of the OWNER, provided nevertheless that any such consent shall not relieve the CONTRACTOR from any obligation, duty or responsibility under the CONTRACT.

22. **ASSIGNMENT:**

22.1 The CONTRACT shall be binding on and ensure to the benefit of OWNER and CONTRACTOR and to their respective heirs, executors, administrators, successors and assigns, but the CONTRACTOR shall not assign this CONTRACT in whole or in part or any benefit of any legal or equitable interest herein without the prior written consent of the OWNER.

22.2 The OWNER shall be permitted to assign and re-assign (whether on one or several occasions) all or any of the provisions of this CONTRACT to any of its Affiliates and/or Group Companies by giving advance intimation to the CONTRACTOR.

22.3 The CONTRACTOR shall be responsible for acts, omissions and defaults of any of its representatives including its agents as fully as if they were the acts, omissions and defaults of the CONTRACTOR and any assignment shall not relieve the CONTRACTOR of any of its responsibilities under this CONTRACT or at Law.

23. **NON-WAIVER:**

23.1 No relaxation, forbearance, delay or indulgence by either party (CONTRACTOR or OWNER) in enforcing any of the terms and conditions of the CONTRACT or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the CONTRACT, nor shall any waiver by either party of any breach of CONTRACT operate as waiver of any subsequent or continuing breach of CONTRACT.

23.2 Any waiver of a party's rights, powers or remedies under the CONTRACT must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

24. **SEVERABILITY**

24.1 If any provision or condition of the CONTRACT is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the CONTRACT.

25. **SAVING OF RIGHTS:**

25.1 The expiry or earlier termination of the CONTRACT, howsoever occasioned, shall be without prejudice to the rights and remedies of the Parties to the CONTRACT up to and including the date of such expiry or earlier termination, and shall not affect or prejudice any term of CONTRACT that is expressly or by

implication provided to come into effect on or continue in effect after such expiry or earlier termination.

26. **STATUS OF OWNER AND THE CONTRACTOR:**

26.1 In performing its obligations under this CONTRACT, the CONTRACTOR shall maintain complete employer control over the CONTRACTOR's PERSONNEL. This CONTRACT constitutes a principal to principal relationship between the CONTRACTOR and the OWNER and does not and shall in no manner create or be construed to create any employment, agency, partnership, joint venture or any other relationship between the PARTIES hereto.

26.2 The CONTRACTOR shall, as between the CONTRACTOR and the OWNER, be responsible for and shall be liable for, indemnify, defend and hold harmless the OWNER against all wages, fees, contributions, insurances, charges and taxes required by Law to be paid by an employer in respect of the CONTRACTOR's PERSONNEL and/or the supply of the GOODS/SERVICES and shall procure that all appropriate deductions are made in respect of all applicable taxes and other contributions.

27. **CHANGE IN CONSTITUTION:**

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

27.2 Where the CONTRACTOR is an individual or a Hindu Undivided Family (HUF) business concern, such approval as aforesaid shall, likewise be obtained before such CONTRACTOR enters into any agreement with other parties, where under the reconstituted firm would have the right to carry out the work hereby undertaken by the CONTRACTOR.

27.3 In either case if prior approval as aforesaid is not obtained; the CONTRACT shall be voidable at the option of the OWNER. The OWNER shall be entitled to terminate the CONTRACT in accordance with Clause 42 of GTC.

28. **REPRESENTATIVES:**

28.1 OWNER's REPRESENTATIVE shall communicate to CONTRACTOR all information, instructions and decisions of OWNER. All information, instructions and Decisions issued by OWNER's REPRESENTATIVE shall be deemed to have been issued by OWNER.

28.2 OWNER's REPRESENTATIVE may, from time to time, delegate any responsibilities to any nominated deputy and withdraw any such delegation. The terms of such delegation shall be the subject of a notice, issued in accordance with Clause 29 of GTC. Information, instructions and decisions issued by any nominated deputy, acting within the terms of his delegated authority, shall be as if issued by OWNER's Representative.

28.3 CONTRACTOR's Representative shall be authorized to act on behalf of CONTRACTOR in all Matters relating to the CONTRACT and any written order, instruction or Notice from OWNER to CONTRACTOR's Representative or CONTRACTOR's Personnel shall be deemed to have been given to CONTRACTOR.

29. **NOTICES:**

29.1 Any Notices shall be in writing and will take effect from the date of receipt at the communication address. Suitable proof of delivery like speed post acknowledgment receipt, registered AD acknowledgment receipt, hand-delivered acknowledgment & electronic mail are acceptable modes of acknowledgment.

29.2 In case of speed post and registered AD notices, a copy of Notice is required to be sent for acknowledgment of contents and acknowledgment on this copy of Notice by OWNER which will be returned to CONTRACTOR & shall be considered as valid acknowledgment of Notice.

29.3 All Notices shall be sent to respective representatives of PARTIES.

30. **CLAIMS:**

30.1 The CONTRACTOR shall protect and hold the GOODS and all property of the OWNER Group free from all liens, charges and other encumbrances.

30.2 Upon receipt of a Notice from the OWNER, the CONTRACTOR shall discharge or cause to be discharged all liens, charges or other encumbrances attaching to or upon any materials, goods, equipment, plant or other items provided by the CONTRACTOR Group for use for or in connection with the completion of the Work associated with the GOODS which in the opinion of the OWNER may adversely affect the performance of the CONTRACTOR's obligations under the CONTRACT.

30.3 The CONTRACTOR shall be responsible for, indemnify, defend and hold harmless the OWNER Group against any and all Claims in respect of liens, charges or other encumbrances irrespective of negligence and/or breach of duty (statutory or otherwise) of the OWNER Group.

30.4 The OWNER may discharge any lien, charge or other encumbrance and may deduct from payment due to the CONTRACTOR or recover by other means as a debt due from the CONTRACTOR all costs and expenses reasonably incurred in so doing.

30.5 If, at any time there should be evidence or any lien or claim for which the OWNER might have become liable and which is chargeable to the CONTRACTOR, the OWNER shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the OWNER against such lien or claim and if such lien or claim be valid, the OWNER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the CONTRACTOR.

30.6 If any lien or claim remain unsettled after all payments are made, the CONTRACTOR shall refund or pay to the OWNER all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses. OWNER reserves the right to do the same.

31. **INSURANCE (AS APPLICABLE):**

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

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

31.3 Any loss or damage to the work/ material, during transportation, storage, erection and completion of work till such time the WORK is taken over by OWNER, shall be to the account of CONTRACTOR. CONTRACTOR shall be responsible for preferring of all claims and make good for the damage or loss by way of repairs and/or replacement of the parts of the Work damaged or lost. CONTRACTOR shall provide the OWNER with a copy of all insurance policies and documents taken out by him in pursuance

of the CONTRACT. Such copies of document shall be submitted to the OWNER immediately upon the CONTRACTOR having taken such insurance coverage. CONTRACTOR shall also inform the OWNER at least thirty days in advance regarding the expiry cancellation and/or changes in any of such documents and ensure revalidation/renewal etc., as may be necessary well in time.

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

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

i. Employees State Insurance (ESI) Act:

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

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

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

ii. Workmen Compensation and OWNER's Liability Insurance:

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

The policy shall indicate:

a) CONTRACT No.
b) Complete scope of work
c) Site/ location details
d) Details of workmen to be insured
e) Validity period of the insurance coverage

iii. Accident or Injury to Workmen:

The OWNER shall not be liable for or in respect of any damages or compensation payable as per law in respect or in consequence of any accident or injury to any workman or other person in the Employment of the CONTRACTOR or any Sub-CONTRACTOR, if applicable under this contract conditions and except an accident or injury resulting from any act or default of the OWNER, his agents or servants and the CONTRACTOR shall indemnify and keep indemnified the OWNER against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceeding, costs, charges and expenses, whatsoever in respect or in relation thereto.

iv. Transit Insurance:

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

v. Comprehensive Automobile Insurance:

This insurance shall be in such a form as to protect the CONTRACTOR against all claims for injuries, disability, disease and death to members of public including OWNER's men and damage to the property of others arising from the use of motor vehicles during on or off the `site' operations, irrespective of the ownership of such vehicles.

vi. Comprehensive General Liability Insurance:

This insurance shall protect the CONTRACTOR against all claims arising from injuries, disabilities, disease or death of member of public or damage to property of others due to any act or omission on the part of the CONTRACTOR, his agents, his employees, his representatives and Sub-CONTRACTOR's or from riots, strikes and civil commotion.

CONTRACTOR shall take suitable Group Personal Accident Insurance Cover for taking care of injury, damage or any other risks in respect of his Engineers and other Supervisory staff who are not covered under Employees State Insurance Act.

The policy shall cover third party liability. The third party (liability shall cover the loss/ disablement of human life (person not belonging to the CONTRACTOR) and also cover the risk of damage to others materials/ equipment/ properties during construction, erection and commissioning at site. The value of third party liability for compensation for loss of human life or partial/full disablement shall be of required statutory value but not less than Thirty Lakh per death, Fifteen Lakh per full disablement and Ten Lakh per partial disablement and shall nevertheless cover such compensation as may be awarded by Court by Law in India and cover for damage to others equipment/ property as approved by the OWNER.

The CONTRACTOR shall also arrange suitable insurance to cover damage, loss, accidents, risks etc., in respect of all his plant, equipment and machinery, erection tools & tackles and all other temporary attachments brought by him at site to execute the work.

Any such insurance requirements as are hereby established as the minimum policies and coverage's which CONTRACTOR must secure and keep in force must be complied with, CONTRACTOR shall at all times be free to obtain additional or increased coverage's at CONTRACTOR's sole expenses.

vii. CONTRACTOR's All Risk Insurance Policy (CAR):

The CONTRACTOR shall take all risk insurance policy at its own cost to cover physical loss or damage to the works at the site occurring prior to acceptance of work or part thereof taken over by the OWNER

at its sole discretion with an extended maintenance coverage for the CONTRACTOR's liability including Third Party Liability in respect of any loss or damage during the warranty period. Endorsements to the policy shall include coverage for faulty workmanship and materials.

CONTRACTOR will be required to take insurance coverage of minimum 1.1 times the basic CONTRACT value to cover the cost of free issue material/items issued by the OWNER and the cost of materials being procured by the CONTRACTOR. The policy shall be taken for individual CONTRACT.

The policy shall indicate:

a) CONTRACT No.
b) Complete scope of work
c) Site/ location details
d) Type of risks covered
e) Validity period of the insurance coverage

viii. Any Other Insurance required under Law or Regulations or by OWNER:

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

32. **INDEMNITY:**

32.1 To the fullest extent permitted by Law, CONTRACTOR shall indemnify, defend, and hold harmless OWNER, its affiliates, and subsidiary companies or entities, and its and their respective officers, directors, agents, and employees from and against all claims, liabilities, damages, losses, costs, and expenses including, but not limited to, attorneys' fees and costs of court (collectively, the "Claims"), arising out of, connected with, or alleged to arise from or be connected with any event or circumstance which occurs or exists, or is alleged to have occurred or existed, in any way related to the manufacture, delivery, performance or installation of the GOODS/SERVICES, either directly or indirectly, including (without limiting the generality of the foregoing) all Claims on account of personal injury, death, or property loss to CONTRACTOR, OWNER, or any other party, including any Claims based upon or arising out of CONTRACTOR's sole, joint, or contributory negligence or strict liability, except to the extent that any such Claim arises out of, or is attributable, to OWNER's gross negligence or wilful misconduct.

32.2 The CONTRACTOR shall at all times indemnify and keep indemnified OWNER against all CLAIMS, loss, demands, proceedings, charges and expenses, liability of personal injury (including death), and/or damage omission or default by the CONTRACTOR or his representative and arising out of or connected with the performance of CONTRACT and arising out of non-compliance with the Law.

32.3 The CONTRACTOR undertakes responsibility for and shall indemnify OWNER or their employees from all liability, CLAIMS, costs, expenses, taxes and assessments including penalties, punitive damages, attorney's fees and court cost with respect to any breach of the CONTRACTOR's obligation under the CONTRACT or for which the CONTRACTOR has assumed under any order local or national Law or Laws.

33. **EMPLOYMENT LIABILITY OF CONTRACTOR:**

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

33.2 The CONTRACTOR shall be directly responsible and indemnify the OWNER against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

33.3 The CONTRACTOR shall indemnify the OWNER against all losses or damages caused to it on account of acts of the personnel deployed by the CONTRACTOR.

33.4 The CONTRACTOR shall ensure regular and effective supervision of the personnel deployed by him. All liability arising out of accident and death while on duty shall be borne by CONTRACTOR.

34. **CONSEQUENTIAL & INDIRECT DAMAGES:**

34.1 Notwithstanding anything contained elsewhere in this CONTRACT neither party shall be liable for whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

35. **LIMITATION OF LIABILITY:**

35.1 Notwithstanding anything contrary contained herein, the aggregate total liability of the CONTRACTOR under the CONTRACT or otherwise shall be limited to 100% of the CONTRACT VALUE. However, the aforesaid cap for limitation of liability shall not apply and the CONTRACTOR shall continue to remain responsible for all liabilities which arise on account of:

a. Breach of Applicable Laws by the CONTRACTOR
b. Gross negligence, fraud, or willful misconduct of the CONTRACTOR.
c. Infringement of any Intellectual Property Rights of the OWNER.
d. Indemnification of OWNER as per Clause 32 of GTC and as specified elsewhere in the CONTRACT.
e. Provisions under Clause 17.2 of GTC

36. **CONFIDENTIALITY:**

36.1 The CONTRACTOR and/or the CONTRACTOR's PERSONNEL shall not, during the continuance of this CONTRACT, or at any time thereafter, publish or disclose to any third party, except with the written consent of the OWNER or by requirement of the Legislation, any information, data or process which is confidential or of a commercially sensitive nature connected with the business or affairs of the OWNER which shall come or have come to its or their knowledge in or by reason of the engagement by the OWNER of the CONTRACTOR under this CONTRACT, provided that this restriction shall not apply to any information:

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

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

36.2 The experts appointed by the OWNER are not considered as third parties, and for this reason they have to respect, towards the CONTRACTOR, the same obligations as the OWNER in these matters.

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

37. **PUBLICATION AND PRESS ANNOUNCEMENTS:**

37.1 CONTRACTOR, either alone or jointly with others, cannot publish material or make press releases or announcements regarding either this CONTRACT or the activities of the CONTRACTOR related to its participation in this CONTRACT .Such publication shall be subject to prior approval of the OWNER in writing.

38. **INTELLECTUAL PROPERTY RIGHTS (IPR) AND TRADEMARKS:**

38.1 All intellectual property Rights or IPR in all documents including (without limitation) drawings, transparencies, prints, photographs, negatives, computer files, working notes and books created, supplied or developed by the OWNER and appertaining to the GOODS shall remain in the OWNER and the originals and all copies of them shall be delivered to the OWNER on completion of the work associated with the GOODS and the CONTRACTOR and any SUBCONTRACTORS shall, if required, certify that none have been retained.

38.2 All documents, drawings, technical know-how, calculations, computer print-outs, computer files, computer software designs and inventions created, supplied or developed by the CONTRACTOR pursuant to or in the performance of this CONTRACT whether fully or partially completed and relating to the GOODS shall be the property of the OWNER and the copyright for the same shall be vested in the OWNER.

38.3 Subject to the OWNER's rights pursuant to this CONTRACT, the CONTRACTOR shall retain all intellectual property in all documents including (without limitation) drawings, transparencies, prints, photographs, negatives, computer files, working notes and books and inventions created by the CONTRACTOR prior to this CONTRACT and which shall not have been prepared by the CONTRACTOR at the request of the OWNER or pursuant to a previous contract or arrangement with the OWNER.

38.4 The CONTRACTOR shall be responsible for, indemnify, defend and hold harmless the OWNER from and against any and all Claims which arise out of, or in any way relate to, any patent, registered design, copyright, trademark or trade name or any patent application or other proprietary right asserted by the CONTRACTOR and SUBCONTRACTOR, any employee of either of the foregoing or any third party in respect of any device, apparatus, process or method used by the CONTRACTOR in performing its obligations under the CONTRACT.

38.5 Should the CONTRACTOR or any SUBCONTRACTOR infringe, or allegedly infringe, any patent, registered design, copyright, trademark or trade name which delays or prevents the CONTRACTOR from carrying out its obligations under this CONTRACT, the OWNER may treat such cessation or delay to the completion of the work associated with the GOODS arising there from as a fundamental breach of this CONTRACT by the CONTRACTOR. The CONTRACTOR shall be liable for all additional costs incurred by the OWNER pursuant to its mitigation of the effects of such cessation or delay.

38.6 The CONTRACTOR shall promptly disclose to the OWNER all inventions which it or any SUBCONTRACTOR may make which are wholly or in part based on or derived from information arising from the completion of the GOODS. All rights, titles and interest in and to such inventions shall belong to the OWNER. The CONTRACTOR shall execute or have executed all documents and shall perform or have performed all such acts as the OWNER may deem desirable or necessary to protect the OWNER's title to such inventions and to obtain and maintain patent coverage therein throughout the world.

38.7 Nothing in this contract confers upon the CONTRACTOR any right to use trademarks, trade names or service marks or even otherwise, nor shall any CONTRACTOR adopt any trademark which is confusingly similar to any a trademark of the OWNER.

39. **PERMITS, LICENSES, STATUTORY AND OTHER REQUIREMENTS:**

39.1 The CONTRACTOR shall obtain at its own risk and expense, all permits, licenses, registrations, certificates or other administrative authorizations as may be required by any GOVERNMENTAL AUTHORITY from time to time or may be necessary or incident to the CONTRACTOR's business in the jurisdictions where the CONTRACTOR has to fulfil its obligations under this CONTRACT.

39.2 The CONTRACTOR shall comply with the Legislation and other requirements affecting the completion of the work associated with the GOODS/SERVICES, including delivery as per the CONTRACT.

39.3 The CONTRACTOR shall not under any circumstances apply to, or enter into negotiations with, or agree with any GOVERNMENTAL AUTHORITY or agency for acceptance of variations from or revisions to Legislation without the OWNER's prior written consent, except to the extent such matters pertain only to the CONTRACTOR's equipment and the CONTRACTOR's PERSONNEL, which do not and cannot directly or indirectly affect the OWNER's legal obligations, equipment, sites or personnel.

40. **FORCE MAJEURE:**

40.1 Neither PARTY shall be responsible for any loss or damage of any kind caused by a failure or delay in performance of any obligation hereunder if such failure or delay is attributable to FORCE MAJEURE.

40.2 For the purposes of CONTRACT only the following occurrences shall be deemed to constitute FORCE MAJEURE:

a. Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), act of terrorism, civil war, rebellion, revolution, insurrection of military or usurped power;
b. Earthquake, flood, drought, earthquake, cyclone, fire, explosion and/or other natural physical disaster, but excluding weather conditions as such, regardless of severity;
c. Changes to any general or local statute, ordinance, decree, or other LAW, or any regulation or bye-law of any local or other duly constituted authorized or the introduction of any such statute, ordinance, decree, law, regulation or bye-law.
d. In case of Epidemic / Pandemic declared for particular area(s) wherein PARTIES are unable to perform its obligations under the CONTRACT.

40.3 The CONTRACTOR shall not under any circumstances be relieved or excused from its obligation to perform to the extent that the cause of such failure or delay in performance is caused by:

a. unfavorable weather conditions which are reasonably expected for the climate in the geographic area where the work is to be performed; or
b. any delay, default or failure (direct or indirect) by the CONTRACTOR in obtaining materials, equipment or manpower required for performing any work; or
c. financial distress of the CONTRACTOR; or
d. strikes, disputes or other action solely among employees of CONTRACTOR or its sub-CONTRACTORs or CONTRACTOR/sub-CONTRACTOR of the CONTRACTOR; or
e. mechanical breakdown.
f. shortage of labour, materials or other resources unless caused by circumstances which are themselves force majeure in nature.

40.4 A PARTY, which is, by reason of FORCE MAJEURE, unable to perform any obligation or condition required by this CONTRACT to be performed shall notify the other PARTY in writing within 24 hours, giving reasonably full particulars of the event or circumstance of FORCE MAJEURE, from the date of commencement of the event or circumstance and an estimate of the period of time required to enable it to resume full performance of its obligations.

40.5 The obligations of the PARTIES under this contract to the extent performance thereof is prevented by the event of FORCE MAJEURE shall be suspended and the PARTIES shall not be liable for the non-performance thereof for the duration of the period of FORCE MAJEURE.

40.6 If performance of the CONTRACTOR is suspended by FORCE MAJEURE conditions for a period of 2 (two) weeks or more, then OWNER may in its sole discretion terminate this CONTRACT with immediate effect either in whole or in part at any time thereafter by giving notice thereto.

41. **SUSPENSION OF CONTRACT:**

41.1 The CONTRACTOR shall, if instructed in writing by the OWNER'S REPRESENTATIVE, temporarily suspend the works/SERVICES or any part thereof for such written instruction, and resume the same only after receipt of written intimation to proceed therewith.

41.2 The CONTRACTOR shall not be entitled to claim compensation for any loss or damage sustained by reason of temporary suspension of the works/SERVICES aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension as aforesaid will be granted to the CONTRACTOR, should he apply for the same, provided that the suspension was not consequent to any default or failure on the part of the CONTRACTOR.

42. **TERMINATION AND EFFECT OF TERMINATION:**

42.1 The OWNER reserves the right to terminate the contract either in whole or in part, upon occurrence of one or more of the following events by giving 30 days' notice in writing to the CONTRACTOR:

a. Breach of contractual obligation by the CONTRACTOR
b. Insolvency or bankruptcy of the CONTRACTOR , or being a OWNER, entering into receivership, administrative receivership, administration or liquidation (or any equivalent thereof) whether compulsory or voluntary, except liquidation for the purpose of reconstruction or amalgamation while solvent.
c. Failure to fulfil any of the CONTRACTOR's obligations under the CONTRACT

The decision of the OWNER regarding occurrence of any of the aforesaid events shall be final and binding on the PARTIES.

42.2 Without prejudice to, and in addition to, the OWNER's other rights under this CONTRACT; the OWNER shall have the right to terminate this CONTRACT or any part thereof without assigning any reason at any time by giving 24 hours written notice to the CONTRACTOR.

42.3 In the event the OWNER terminates the CONTRACT in whole or in part, as above, the OWNER may procure, upon such terms and in such manner as it deems appropriate, goods / services similar to those undelivered and the CONTRACTOR shall be liable to the OWNER for any excess costs for such similar goods/ services. However, the CONTRACTOR shall continue performance of the CONTRACT to the extent not terminated. This is without prejudice to any of the OWNER's rights to deduct/ withhold any amount as specified elsewhere in this CONTRACT.

42.4 If GOODS procured by the CONTRACTOR, but not utilized till date of termination will be the responsibility of the CONTRACTOR and no claim will be entertained by the OWNER for the same.

42.5 The CONTRACTOR shall be responsible for, indemnify, defend and hold harmless the OWNER against any costs incurred by the CONTRACTOR including, but not limited to, input material/labour cost, etc. In case OWNER has to incur expenses due to the same, the same shall be recovered from the dues payable to the CONTRACTOR and / or security deposit held with OWNER.

42.6 GOODS shall not be or be deemed to be an asset in a bankruptcy if CONTRACTOR, voluntarily or not, becomes or is declared bankrupt.

43. **DEBARMENT OR SUSPENSION:**

43.1 OWNER reserves the right of Debarment or Suspension for the CONTRACTOR, upon occurrence of one or more of the following events by giving written intimation to the CONTRACTOR:

a. In case of any conviction for criminal offence pertaining to the CONTRACTOR or its director or subcontract, or indicating a lack of business integrity or honesty which directly and seriously affects the business of the OWNER; or
b. In case of any serious breach of the CONTRACT indicating an unwillingness or inability to perform the CONTRACT in accordance with the terms and conditions or in accordance with the specifications, or a record of unsatisfactory performance of this CONTRACT or one or more related CONTRACTs in accordance with the terms and conditions thereof, or in accordance with its specifications; or
c. The breach of any ethical standard set out by the OWNER

43.2 The decision of OWNER regarding Debarment or Suspension and/or occurrence of any of the aforesaid events or Debarment for future tendering / award of any contract shall be final and binding on the PARTIES.

43.3 The Suspension or Debarment shall take effect immediately upon receipt of written intimation to the CONTRACTOR.

44. **GOVERNING LAW AND ARBITRATION:**

44.1 This CONTRACT is governed and construed by the Laws of India and the competent Courts at Ahmedabad, Gujarat (India) shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this CONTRACT. Any dispute between the PARTIES shall be resolved mutually.

44.2 Any Dispute whatsoever arising out of this CONTRACT which is not resolved by mutual agreement through negotiations between the Parties within thirty (30) days of the notice of the dispute, shall be referred to and shall be finally settled by arbitration process conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996, and the rules made there under from time to time, and any statutory modifications thereof.

44.3 The arbitration shall be conducted by a sole arbitrator who shall be appointed by the OWNER.

44.4 The PARTIES shall bear all the costs and expenses related to the arbitration including the fees of the sole arbitrator in equal proportion. The PARTIES hereby waive their rights to claim or recover, any damages for Consequential Loss or any punitive, multiple, or other exemplary damages before the arbitration.

44.5 The final award passed by the sole arbitrator may include interest, as determined by the sole arbitrator, from the date of any default, breach, or other accrual of a claim until the arbitral award is paid in full. The arbitral award shall be made and payable in Indian Rupees, free of any tax or other deduction.

44.6 The sole arbitrator shall be authorized to award costs, attorneys' fees, and expert witness fees and to allocate them among the PARTIES.

44.7 The language of the arbitration shall be in English and the place and venue of the arbitration shall Ahmedabad, Gujarat (India).

44.8 All the decisions and the final award of the sole arbitrator shall be final and binding on both Parties. Judgment on the final award passed by the sole arbitrator may be entered and enforced by any court of competent jurisdiction at Ahmedabad.

44.9 All negotiations and arbitration relating to a dispute (including a settlement resulting from such negotiation an arbitral award, documents exchanged or produced during arbitration proceedings, and memorials, briefs or other documents prepared for the arbitration) are Confidential Information and may not be disclosed by the PARTIES, their employees, officers, directors, counsel, consultants, and expert witnesses, except to the extent necessary to enforce any settlement agreement or arbitration award to enforce other rights of a PARTY, as required by Law, or for a bona fide business purpose, such as disclosure to accountants, shareholders, or third-party; provided that any breach of this confidentiality provision shall not void any settlement, or arbitration award.

44.10 While any dispute under this CONTRACT is pending, including the reference of any dispute to arbitration and commencement of the arbitration proceedings, the PARTIES shall continue to perform all of their respective obligations under this CONTRACT without prejudice to the final determination in accordance with the provisions under this Clause.

44.11 All matters arising out of this CONTRACT shall be subject to the exclusive jurisdiction of the courts at Ahmedabad and the PARTIES hereby irrevocably attorn and submit to the jurisdiction of these courts. The PARTIES irrevocably waive any objection to venue in these Courts.

45. **CONFLICT OF INTEREST, ETHICAL STANDARDS:**

45.1 The CONTRACTOR shall not, without the prior approval of the OWNER, participate in any business entity where use could be made of, or divulge to any third party, any information, knowledge or a relationship arising out of the CONTRACT or where such participation or action could conflict with the interests of OWNER.

45.2 No director, officer, employee, consultant or servant of the CONTRACTOR shall enter into any business arrangement with any director, officer, employee, consultant or servant of OWNER without full written and timely disclosure to OWNER.

45.3 The CONTRACTOR shall not accept any commission or any other payment from tenderers, contractors, vendors or any third party concerned with the work.

45.4 Each PARTY represents and warrants that it has conducted and shall conduct its business in accordance with the highest ethical standards and it shall comply with all applicable Laws in the performance of its obligations under the CONTRACT including but not limited to Laws dealing with ethical business practices. If at any time during the term of the CONTRACT a party hereto is informed or information comes to such Party's attention that it is or may be in violation of any applicable Law (or if it is so determined by any court, tribunal or other governmental authority), such Party shall immediately take all appropriate steps to remedy such violation and comply with such Law in all respects. Further, each Party hereto shall establish and maintain all proper records (including accounting records) required by applicable Law.

46. **CORRUPT AND FRAUDULENT PRACTICES:**

46.1 The OWNER requires that CONTRACTOR observe the highest standard of ethics during the execution of CONTRACT. In pursuance of this policy, the OWNER defines, for the purposes of this provision, the terms set forth below as follows:

a. "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
b. "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a CONTRACT to the detriment of the OWNER, and includes collusive practice amongst CONTRACTORs (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the OWNER of the benefits of free and open competition;

c. "Unfair trade practices" means supply of materials different from what is ordered on, or change in the Scope of Work which was given by OWNER in the CONTRACT
d. "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of Contract.

46.2 OWNER will reject a proposal for award, if it determines that the CONTRACTOR recommended for award is engaged in Corrupt or Fraudulent or Unfair trade or Coercive Practices in competing for the award in question;

46.3 OWNER will declare a firm ineligible, either indefinitely or for a stated period of time, if at any time the OWNER determines that the firm has engaged in Corrupt or Fraudulent or Unfair trade or Coercive Practices in competing for or in executing a contract.

47. **AGENTS AND INTERMEDIARIES**

47.1 CONTRACTOR represents warrants and undertakes to CONTRACTOR that it and each of its Affiliates and their respective officers, directors, employees or other representatives have not:
a. used, and will not use, the services of an agent or intermediary; or
b. made or offered to make, and will not make any payment or transfer of anything of value directly or indirectly to any agent or intermediary or to any CONTRACTOR Personnel,

in connection with CONTRACTOR's prequalification/short listing for, or the award of, the CONTRACT or in connection with any variation subsequently agreed under the CONTRACT.

47.2 Any breach of this provision shall be a material breach of the CONTRACT entitling OWNER to terminate the CONTRACT.

48. **POSSESSION PRIOR TO COMPLETION**

48.1 The OWNER'S REPRESENTATIVE shall have the right to take possession of or use any completed or partially completed work/SERVICES or part of the work/SERVICES. Such possession or use shall not be deemed to be an acceptance of any work/SERVICES completed in accordance with the CONTRACT.

48.2 If such prior possession or use by the OWNER'S REPRESENTATIVE delays the progress of work/SERVICES, equitable adjustment in the time of completion will be made and the CONTRACT shall be amended accordingly in writing by the OWNER.

49. **COMPLIANCE OF LABOUR LAWS AND OTHER STATUTORY PROVISIONS (AS APPLICABLE):**

CONTRACTOR shall be solely responsible for strictly following all Labour Laws, Industrial Laws, The Building And Other Construction Workers' (Regulation Of Employment And Conditions Of Service) Act & Welfare Cess Act or Factories Act, 1948 and such other laws which are applicable from time to time including, but not limited to, the notification amendments or additions which are made to these laws during the period of CONTRACT. The CONTRACTOR shall also be responsible for various levies of State Government, Government of India or any Statutory Body or GOVERNMENT AUTHORITY. The CONTRACTOR shall have to, at his own expenses, comply with labour laws and keep the company indemnified in respect thereof. Some of the major liabilities under various labour and industrial laws which the CONTRACTOR shall comply with are as under, but not limited to:

49.1 CONTRACTOR shall, before commencement of the job, apply for Form-III to GGL HR Dept. along with requisite documents (wherever applicable) & to further make an application to the licensing officer to obtain license as per the provisions of Contract Labour (Regulation & Abolition) Act, 1970. Copy of the application made & copy of license so obtained should be

communicated to CONTRACT OWNER/Legal compliance team within 15 days from the date of commencement of work. CONTRACTOR shall procure / obtain, at its expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinance and other acts & rules in effect at the place where any of the work is to be performed and shall adhere to and comply with all the applicable laws, regulations, ordinances and other acts & rules in effect in relation to all the work under the CONTRACT and performance of the CONTRACTOR.

49.2 CONTRACTOR, before actual deployment of Contract Labour, shall obtain necessary license from appropriate licensing authority as per prevailing rules & regulation and as modified from time to time during contract period.

49.3 CONTRACTOR shall ensure regular & effective supervision of the personnel deployed by him and to ensure safety & security of his personnel. The Contractor shall issue an Identity card with photograph to all his personnel as per Form No. 36 under the Factories Act, 1948 or under other applicable statute/Act. The identity card should be displayed while at work & to be produced as & when asked by the authorized officer of the Company.

49.4 CONTRACTOR shall be solely liable to obtain & keep valid and a subsisting license during the period of contract under Contract Labour ("Regulation & Abolition") Act, 1970 and all necessary licenses from competent authority as provided under various labour laws & bear all such costs related to adhering to all such applicable laws including payment of any Cess, charges, taxes, duties or contributions prescribed in the relevant laws. The CONTRACTOR shall not claim any non-adherence or default due to lack of information as to applicability of any law and shall be solely responsible for the same. Further the CONTRACTOR shall keep the OWNER indemnified and harmless from any liability, penalty which might be imposed including any cost, expenses which OWNER might be required to bear/incur by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

49.5 CONTRACTOR shall also be bound to discharge obligations as provided under various statutory enactments including the Employees Provident Fund and Miscellaneous Provisions Act 1952, ESI Act 1948, Contract Labour ("Regulation & Abolition") Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Workmen's Compensation Act 1923 (known as Employees' Compensation Act) and other relevant Acts, Rules & Regulations in force from time to time. CONTRACTOR shall maintain all required up-to-date and complete registers, documents and file all required periodical returns with respective authorities from time to time under all applicable labour laws and Rules & Regulations thereunder in force from time to time and to provide proof as and when asked for.

49.6 CONTRACTOR shall be responsible for necessary contributions towards Provident Fund (PF), Family Pension, Employee Deposit Linked Insurance (EDLI) Scheme, Employees' State Insurance Corporation of India (ESIC) or any other statutory payments to Government Agencies as applicable under the laws in respect of the contract and of personnel deployed by the CONTRACTOR for rendering services to OWNER and shall deposit the required amount with the concerned statutory authorities on or before due dates. The CONTRACTOR shall obtain a separate PF number from the concerned Regional Provident Fund Commissioner and submit necessary proof of having deposited the employees as well as the employer's contribution to the Provident Fund. The CONTRACTOR shall also be responsible for payment of any administration inspection charges thereof, wherever applicable, in respect of personnel

deployed by him relating to the work of OWNER. The CONTRACTOR shall obtain a separate ESIC number from the concerned authority and submit necessary proof of having deposited the employees as well as the employer's contribution to the ESIC Authorities. The CONTRACTOR shall also be responsible for payment of any administration inspection charges thereof, wherever applicable, in respect of personnel deployed by him relating to the work of OWNER. The CONTRACTOR shall ensure to obtain smart card for each family member of their employees falling under ESIC and submit necessary proof of having smart card issued to family members of the employees.

49.7 CONTRACTOR shall not engage / deploy any person who has not completed the age of 18 years under this contract, and the person(s) to be deployed should be physically and mentally fit, competent and with no criminal records.

49.8 CONTRACTOR shall make the payment of wages to his personnel by way of cheque or by directly crediting the amount of wages in their bank account before the expiry of 7th day of the month (but not later than 10th day) in respect of which the wages are payable as per the Minimum Wages Act. Necessary proof/s of the same should be submitted to the legal compliance team along with the invoices. In case of any default, OWNER will hold the release of contractor's payment till the contractor makes the payment of salary to his personnel or OWNER may take suitable action at the risk & cost of contractor for non-payment of any statutory dues by him.

49.9 The installations where job is to be carried out are live and have hydrocarbon environment, CONTRACTOR shall comply with all safety and security rules and regulations and other rules laid down by OWNER for its operation. CONTRACTOR shall follow best Engineering practice and relevant international safety standards. It shall be duty / responsibility of the CONTRACTOR to ensure the compliance of fire safety, security and other operational rules and regulations by his personnel. Disregard to these rules by the CONTRACTOR's personnel will lead to the termination of the CONTRACT in all respects and shall face penal / legal consequences.

49.10 CONTRACTOR shall obtain and keep valid and subsisting requisite insurance policy for all his personnel deployed on the job during the period on contract as per the provisions of Employees compensation Act, 1923 and submit a copy of the same to GGL Compliance Team for information and records. Contractor shall pay compensation to his personnel in case of any accidental injury in accordance with the provisions of Employees compensation Act, 1923. In case by virtue of provisions of Workmen Compensation Act, 1923 or any other law in force, OWNER has to pay compensation for workmen employed by the CONTRACTOR due to any cause whatsoever, the amount so paid shall be recovered from the dues payable to the CONTRACTOR and/or security deposit with OWNER.

49.11 Any failure or non-compliance of the Labour Laws and other rules and regulations to be complied there under the same shall be recoverable by the OWNER from the CONTRACTOR's bills or Retention Money or by revoking the performance bank guarantee.

49.12 Contractor shall make payment & settle full & final statutory dues payable to his personnel upon completion of the contract as per provisions of Industrial Dispute Act, 1947. Contractor

shall be directly responsible to indemnify the OWNER against all charges, claims, dues, etc. arising out of disputes relating to the dues and employment of personnel deployed by him.

49.13 Wherever applicable, CONTRACTOR shall obtain a registration under The Building And Other Construction Workers' Act from the concerned authority and submit necessary proof of having registration in the name of contractor. CONTRACTOR shall be solely responsible and liable for the payment of Labour Cess as per the provision of "The Building and Other Construction Workers' Welfare Cess Act, 1996" and "The Building And Other Construction Workers' Welfare Cess Rules, 1998", as applicable from time to time.