

Special Conditions of Contract
for
Long Term Supply Agreement of Ash
from
6x660 MW Sasan Ultra Mega Power Project (SUMPP)

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1. Priority of Contract Documents :

The several documents forming the Contract are to be taken as mutually explanatory of one another, but in case of ambiguities or discrepancies, the same shall be explained and adjusted by the Employer, who shall thereupon issue appropriate instructions to the Contractor. In such event, unless otherwise provided in the Contract, the priority of the documents forming the Contract shall be as follows:

- 1.1. Agreement between Sasan Power Limited and the bidder.
- 1.2. Price Schedule.
- 1.3. Special Condition of Contract.
- 1.4. Technical Specification.
- 1.5. General Conditions to the Contract.

2. Scope of Work :

The Scope of work shall be as specified in the Technical Specifications and quantified in the complete Bill of Quantities .

All necessary Tools & Plant (T&P) required for the scope of work are in the scope of the Contractor.

3. Contractor :

“Contractor” means the Agency / Contractor to execute the works under this order.

4. Employer :

“Employer” means Sasan Power Limited(SPL).

5. Owner :

“Owner” Means Sasan Power Limited

6. Project :

“Project” shall mean lifting of ash (free of cost basis) on transportation cost sharing basis” from ash silos of SUMPP, transportation in closed trucks/bulkers & unloading of ashthe same at the bidders desired location

7. Effective Date :

The contract shall come into effect on the date of the signing of the agreement” and will be considered as “Effective Date” of contract.

8. Notice To Proceed

8.1 Employer shall issue NTP within a period of **120 days** of the effective date. In case NTP is not issued within the stipulated time, contract shall stand null and void.

8.2 However, in case, both the agencies agree to execute the contract even after expiry of NTP, they may do so through a written, signed agreement.

9. Completion Time along with Milestone

As per Annexure-A

10. Warrantee / Defect Liability Period :

Not applicable

11. Construction Water and Power :

Not applicable

12. Space for Labour Camp and Contractors Personnel :

Not applicable

13. Storage Space Requirement : Not Applicable

14. Contracted Capacity: Total quantum of ash to be lifted by the contractor as agreed under the agreement signed between SPL and the Contractor.

15. Terms & Conditions Applicable for FIM: Not applicable

16. Drawings / Documents: Not applicable

17. Price Basis

17.1 Price quoted by the Contractor shall be inclusive of all taxes/ duties etc as applicable as on date of the Contract. The Contract price shall remain firm till the contract execution. No escalation on any account shall be payable to the Contractor for the Contractual period, except in the case of fuel price variation as per clause 17.3.

17.2 The Price being invited from bidders is on Transportation cost sharing by SPL on per metric tonne basis along with distance of transportation.

On the basis of the quoted price and distance of transportation, SPL will finalize a single price for cost sharing by SPL on per tonne basis for each distance slab (as per chart below) which shall be acceptable to the bidders. Contract shall be awarded to all eligible bidders agreeing to the finalized price.

Vendor Name	Distance Slab (in KM)					
Xxx	0-50	51-100	101-150	151-200	201-250	251-300

17.3 Fuel Escalation:- In Case there is increase/decrease in the price of High speed diesel during the tenancy of the Contract then Variation in Rate shall be calculated as per the following formula.

0.30% of the quoted transportation cost/MT would be increased/decreased for every corresponding 1% increase/decrease in diesel price. This will be applicable when price of diesel increase/decrease by 5% (single/cumulative] or more over the base price of Diesel at Sasan Location on the day of issuance of WO. The same shall become applicable from subsequent day of official intimation by the concerned authorities of SPL.

Base Rate-Average Base Rate of diesel at Sasan as on – 01.07.2018: Rs.57.34/Ltr

17.3 Unit rates of the items as mentioned in contract shall remain valid for the variation in quantities up to ±20%

17.4 Contractor will execute any quantity beyond complete BOQ limit or Extra items only after written approval from the Employer.

18. Rate of Extra Item

Not Applicable.

19. Terms of Payment :

The payment shall be released on fulfilment of all condition given below viz.,

- i) Signing of Agreement,
- ii) Submission of Contract Performance Bank Guarantee of 10% of the Contract Value within 15 day from receipt of NTP
- iii) Site mobilization including Mobilization of T & P as agreed for execution of work and making site office functional, which shall be certified by Employer's / Owner's Engineer In charge
- iv) Submission of Ash lifting schedule, Resource deployment schedule and Quality Plan.

Sr. No.	Stages	% of Contract Value	Conditions Precedent
a)	Pro – rata running payment basis (To be billed on a monthly basis)	95%	<ul style="list-style-type: none"> i) Completion of Works to the standard described in the specifications and to the satisfaction of the Employer's Engineer In Charge. ii) Submission of Monthly Progress Report, Tax Invoice along with all necessary documents, reconciliation statements and accepted measurement sheets. iii) Certification of Tax Invoice along with attachments by Engineer in Charge. iv) Certification by Engineer in Charge for achieving milestone.
b)	Retention Amount	05 %	<ul style="list-style-type: none"> i) Retention amount will be released on successful completion of Work as per the contract.

Note:

- i. In case of inspection of equipment/T&P at Contractor's works, prior to deployment, the intimation regarding readiness of equipment/T&P for inspection should be sent two weeks in advance.
- ii. All payment shall be due after 30 days from the date of receipt of certified bills along with all relevant documents

20. Bank Guarantees:

Bank Guarantee	To be Submitted on	Valid Up to
Contract Performance Bank Guarantee: 10%of the Contract Value .	Within 15 days of Issue of NTP.	Valid till 90 days beyond the validity of contract

Note: CPBG will be released after closure of contract in case of all respects.

21. Liquidated Damages:

21.1 Liquidated Damages for delay in Completion

If Bidder fails to lift minimum agreed quantity as per milestone schedule given in Annexure A enclosed herewith; LD shall be charged @ 25% of per ton cost of transportation to be shared by SPL as per contract for the shortfall quantity.

21.2 The Liquidated Damages shall not in any way relieve the Contractor from any of its obligations to complete the Work or from any other obligations and liabilities of the Contractor under the Contract.

21.3 Notwithstanding the above, in the event the bidder fails to complete work as per the schedule; and Liquidated damages for shortfall in quantity becomes more than 10% of the Contract Value, then SPL at his sole discretion, shall be entitled to treat the failure as an act of default by bidder and same shall entitle SPL to terminate the Contract.

21.4 Employer shall issue notice to Contractor in writing before recommending any risk & cost to contractor. The Contractor shall immediately provide an action plan to make good of any balance Work/deficient Work within seven (07) days of receiving such notice. Any non response by the Contractor to the Risk and Cost proposal of the Employer or failure to provide an action plan shall be deemed as acceptance of the Risk and Cost proposal by the Contractor.

21.5 The Liquidated Damages for delay will be recovered at the sole discretion of the Employer from the Contract Value or from other securities/ BGs available with the Employer or jointly.

21.6 Time is essence of the Contract. After issuance of NTP, the bidder shall submit the monthly ash lifting schedule for one year. This schedule will further be submitted as a weekly schedule 5 days in advance for the succeeding months to the Employer for approval. The monthly/weekly schedule can be revised mutually however, bidder to ensure that lifting of ash for 3 consecutive months should not be less than 80% of the prorated contracted quantity.

21.7 Due to any delay in completion of the intermediate milestones as per milestone schedule agreed under this Contract, the Contractor shall be liable to pay to Employer as Liquidated Damages, and not as penalty, sums at the rates as specified in **Annexure - A (Milestone Schedule)**.

21.8 In case of Contractor completing all the work under this Contract within the agreed contractual schedule, amount of Liquidated Damages withheld for delay in completion of the intermediate milestones will be refundable.

21.9 Overall (Total) liquidated damages :

The total Liquidated Damages payable by the Contractor on account of any or all of the above shall be subject to a maximum of 10% of the Contract value.

21.10 Liquidated Damages Reasonable :

The Employer and Contractor hereby acknowledge and agree that the terms, conditions and amounts fixed above for Liquidated Damages are reasonable, considering the actual costs that the Employer will incur in the event of Contractor's failure to meet the Contract schedule or shortfall in performance guarantees. The amounts of these Liquidated Damages are agreed upon and fixed as above by the Parties because of the difficulty of ascertaining on the date hereof the exact amount of such reduction in value or costs that will be actually incurred by the Employer in

such event, and the Parties hereby agree that the Liquidated Damages amounts specified herein shall be applicable regardless of the costs actually incurred by the Employer.

Employer shall deduct the above sum on account of Liquidated Damages for delay from any monies due or that may become due to Contractor or if such monies are insufficient, Contractor shall forthwith pay the deficient amount within forty five (45) days of written request.

22. Mitigation of Consequences of Delay

Not applicable

23. Bonus :

Not Applicable

24. Tax Registration

Contractor shall obtain registration under GST Laws. All tax invoices, royalty challans (wherever applicable) shall be submitted to the Employer in due course of time. GST paid challans are to be provided to the Employer for each running bill after Certified Amount of first/previous running bill.

25. GST Clause

25.1 The Employer shall have right to issue revised Work Order/s in the event of any change in law including changes in tax laws impacting details such as quantity, mode of delivery, price, etc

25.2 In the event that a Change in Law occurs during the term of the contract, which results in any benefit to the Contractors, the Contractors shall be bound to pass on such benefit arising out of the Change in Law to the Employer.

25.3 In the event that a Change in Law occurs during the term of the contract, which results in any benefit to the sub-Contractors, the Contractor shall be bound to pass on such benefit arising out of the Change in Law to the Employer.

25.4

25.5 Contractor must submit HSN and / or SAC for all the items incorporated under the Contract. HSN and / or SAC Codes must be mandatorily mentioned in the Invoice.

26. Reconciliation

Reconciliation of order quantity shall be done on monthly basis. and jointly signed by Engineer In Charge / Package Owner and Contractor's representative..

27. Bill Submission Procedure

All bills shall be submitted to the Engineer In charge / Package Engineer for certification. Bills shall be complete in all respect including ESI / HR compliance, Quality compliance, HSE compliance, Store compliance, Finance compliance etc. An established procedure is to be followed at site. Incomplete bills / invoices will not be considered for processing payments. Any dispute regarding bill submission, GCC shall be referred.

28. Power to withhold payment by Employer:

28.1 Employer shall have power to withhold payment of RA Bill in full or in parts for the reason of non compliance of major contract terms and conditions such as quality of work, progress of work etc as per the discretion of Engineer In Charge.

28.2 Such withholding of payment neither relieve the contractor to execute the work with due diligence and speed, nor entitle contractor to claim any interest, loss of anticipated profit, etc. there on.

28.3 All the compliances to be done by the Contractor before next RA bill and hold amount to be released. In case contractor is not able to do the compliance before next RA bill such hold amount shall be released as and when such compliances are fulfilled to the satisfaction of Employer.

28.4 If the work is not performed in strict accordance with the contract, or if the work of any other contract between the contractor herein and the Employer is not performed in strict accordance with its terms, or if the Employer has a claim against the contractor herein for any other reason whatsoever, or if any claim, just or unjust (including claims for wrongful death and for injuries to person property), which arises out of the performance of work is made against the Employer, the Employer shall have the right to withhold out of any payment, final or otherwise, such sums as the Employer may deem ample to protect it against delays or loss or to assure the payment of such claims.

28.5 Deduction of Defective Work as Alternative to Requiring Corrections: If the Employer deems that Work is not done in accordance with the Contract, an equitable deduction from the Contract Value shall be made by agreement between the Contractor and Employer. In the event of failure of said parties to reach an agreement, the amount to be so deducted shall be settled in accordance with the procedure hereinafter provided for the settlement of disputes. Until such settlement, the Employer may withhold such sum as it deems just and reasonable from monies, if any, due to the Contractor.

29. Work Completion

29.1 The Contractor has to intimate in writing to the Employer about the completion of allotted quantity for necessary verification & certification.

30. Punch list and outstanding work:

Not applicable

31. Rectification / Correction and Replacement of faulty / defective / damaged work

Not applicable

32. Remedy for Contractor's Default

In case the quality of works performed by the Contractor is found to be not meeting the requirements of the contract, then the Employer / Owner shall have the right to reject such work and get it re-executed at the risk and cost of the contractor. In case the contractor is not able to perform as per the time schedule and other requirements of the contract, then, the Employer / Owner, upon giving a notice of 7 (seven) days to the contractor, can get the works rectified/completed by some other agency, at the risk and cost of the contractor.

33. Contract Closure :

As per Annex - II

34. Electronic Payment :

Contract shall provide the Bank Name, Branch, account number, IFSC/ECS code and all other relevant details to the Company. The Employer shall effect all payments to such Bank account of the Contractor as provided by the Contractor and shall provide payment advice to the Contractor.

35. Insurance :

Contractor shall take at his own cost Transit insurance policy , Third party insurance and suitable insurance policy for his own men and material. A copy of the insurance policy shall have to be furnished to Employer **within 30 days of the date of order**. For all the insurance policies (whether taken by the Employer or Contractor), the Contractor shall be responsible for settlement of claims with the underwriters without any liability on the Employer.

Third Party Risk and Public Liability Insurance –

The Contractor, at his own cost, shall take necessary insurance to indemnify third party risk arising out of the work to be done by him. The contractor shall also take out the following Public Liability and Property Damage Liability Insurance Cover for the entire period of contract as given below.

Public Liability and Property Damage Liability Insurance Covering All Operations of the contract

Limits for bodily injury or death up to and including Rs. 200000/- for one person and Rs. 500000/- for each accident.

Limits for property damage up to and including Rs. 500000/- for each accident.

Automobile Liability Insurance

On all self –propelled vehicles used in connection with this contract, whether owned, non-owned or hired by the contractor, limits of insurance shall be as follows:

For Public Liability up to and including Rs. 200000/- for one person and Rs. 500000/- for each accident.

For property damage up to and including Rs. 200000/- for each accident.

Insurance for contractor’s personnel

The contractor shall effect and maintain insurance against liability for claims, damages, losses and expenses (including legal fees and expenses) arising from injury, sickness, disease or death of any person employed by the contractor or any other of the Contractor’s personnel.

36. Resource Based Planning :

Bidder shall submit deployment plan for the Vehicle, T&P and Manpower and Staff List required for executing the work for Employer review and approval along with Techno- Commercial Offer.

37. Site Mobilization

37.1 Contractor shall commence the work immediately on issuance of NTPas per Annexure A.

37.2 Contractor shall submit deployment plan for the T&P and Man power required for the contracted work. If the Contractor is not able to deploy the required T&P, closed Trucks & manpower resulting in shortfall of the lifting of ashEmployer, at its sole discretion, may opt to assign the shortfall quantity to some other vendor and Liquidated Damages will be levied for the shortfall quantity as per the provisions of the Clause 21 above. .

37.3 The Contractor shall submit a work execution plan / Method Statement for the scope of work under the Contract as decided in Kick-off-meeting.

The plan will indicate a broad outline of:

- i. The action plan and time schedule for execution of work & strategy to be employed.
- ii. Resource planning & Resource Based planning.
- iii. Deployment of bulkers/closed trucks permitted for lifting and transportation of ash and required machinery (Tools & Plants).
- iv. Deployment of manpower of specific trade and requisite skill.
- v. Deployment of PPE items as per Safety Requirements
- vi. Sequencing of execution of work to avoid accumulation/under- utilisation of resource & to achieve better progress.

37.4 Minimum PPE items to be deployed at Project shall be discussed and agreed during kick-off meeting.

37.5 Schedule of work to be performed shall be as per implementation schedule (to be finalized during kick-off meeting).

The Network so finalised shall also be used for the purpose of contract execution, monitoring progress of work, payments and operation of all other terms and conditions of the Contract strictly.

The Schedules shall be reviewed periodically with the Employer / Owner to ensure that the completion dates for different milestones will be met and to institute all corrective steps such as mobilising additional resources in terms of labour, materials, equipment, tools and plant, night work etc. at no extra cost to the Employer / Owner to achieve any accelerated progress at any time to the extent required to adhere to the completion dates. The Employer / Owner reserves the right to revise the work schedule at his discretion in order to ensure completion date and to suit the project requirements and such alterations shall not entitle the Contractor to any extra payment.

38. Demobilization :

Prior to Handing over, the contractor shall remove all their belongings from the site on written approval of the Employer / Owner,

39. Codes and Standard :

All required codes and standard detailed in the specifications are to be adhered to. The plant equipment material and works shall be completely furnished in all the respects in accordance with the technical specification as per the acceptable codes & standards.

40. Health, Safety and Environment

This condition establishes the Health, Safety and Environment (HSE) management requirements to be complied with by the Contractor during execution phase.

Requirements stipulated in this specification shall supplement the requirements of HSE management given in all relevant & applicable Act(s) / legislations, where different documents stipulate various requirements; the most stringent of clauses shall apply. EHS chapter forms a part of this contract.

EHS requirements shall be as per 'EHS Norms' attached, which is over & above the requirement written elsewhere in the Contract.

41. Standard Quality Plan (SQP) :

The contractor shall submit SQP for lifting of ash from ash silos of SUMPP, transportation of ash to Road Project & unloading of ash at Road Project, as per applicable provisions of Technical

Specifications for review and approval of engineer in charge / employer within 14 days of issuance of NTP mentioning the name of person responsible for implementing the same at site.

42. Progress Report

42.1 During the various stages of execution of work in the pursuance of the Contract, the Contractor shall at its own cost submit periodic progress reports as may be reasonably required by the Employer. Such progress reports shall be in the form and size as may be required by the Employer and shall be submitted in adequate number of copies to be notified by the Employer

42.2 The quantitative progress report of the works by reference to the project schedule in sufficient detail should permit the Employer to assess performance, plan, witness dates and evaluate forecasts, including reports on key Sub-contracts (as applicable). Within 10 days of the submission of each such report and at such other times as the Employer may reasonably request, the Contractor and the Employer shall meet to discuss progress. Contractor has to submit daily manpower, T&P, & work done report. Weekly MIS is required to be submitted by Contractor, at the end of each weekday (On Every Monday). Each monthly progress report shall be submitted not later than the 3rd day of the month following that in respect of which it is made, but may report on actual progress only up to the 25th day of the month and anticipated progress thereafter. Monthly progress reports shall include the following section

42.2.1 Executive summary

42.2.2 Description of the work executed during the preceding month

42.2.3 Deleted

42.2.4 Updated project schedule showing progress to the end of the month (as percentages completed of the Contractor's activities broken down into significant elements of the works), and the current schedule of activities and the targets for the next month including catch up plan, if required.

42.2.5 Identification of areas with foreseeable problems which in the opinion of the Contractor may affect the project schedule

42.2.6 Such other information and supporting documentation as the Employer may require satisfying himself about the timely execution of the work as per the Contract.

42.2.7 The Employer shall advise the Contractor about the number of copies of progress reports and, where relevant, photographs to be submitted each month together with the names and addresses of persons to whom they are to be sent. Employer will also advise the Contractor regarding the format of the Monthly Progress report..

42.2.8 The Contractor shall submit to the Engineer-in-Charge on a daily basis details of Contractor's and subcontractors' personnel (classified by trade), equipment and T&P on Site; progress of Work under the Contract; and safety issues.

42.3 Monthly/Fortnightly Progress Report - Format

42.3.1 Overview of ash transportation of work contract

42.3.2 Executive Summary

- i. Performance Highlights during the period
- ii. Issues needing Attention

42.3.3 Schedule Analysis

- i. Progress report including analysis
- ii. Brief write up on major gains and shortfall in each schedule.
- iii. One page summary schedule indicating target and forecast delivery dates for contracted work.
- iv. Overview of critical inputs to be provided by Contractor to Employer and vice versa.

42.3.4 Critical areas/ issues needing attention

Bring out any critical issue that needs attention/action of project team including Contractor, Employer & its Consultants. Suggest action required from concerned on the critical issues and impact of the decision on project schedule & cost (if any). Bring out specifically the previous agreed date for issue of deliverable/delivery of equipment or a decision on the issue.

42.3.5 Recovery Plan:

Bring out the areas that are delayed by over 2 weeks from the schedule or current requirement. Provide action taken for recovery of schedule and meet the delivery dates.

42.3.6 Work Progress

- i. Major highlights during the month.
- ii. Goals for next month
- iii. Updated project schedule – 12 weeks rolling plan. Target Vs Actual/ Forecast
- iv. Detailed schedule analysis
- v. Critical areas and action taken recovery plan.
- vi. List of inputs required from Contractor to Employer and vice versa – Plan Vs Actual.
- vii. Plan for next month

42.3.7 Financial Summary

Invoice raised, Payments received

42.3.8 Fortnightly Progress Report

The fortnightly progress report shall consist of executive summary, critical areas and updated project schedule.

Contractor shall submit the progress report latest by 3rd day of every month..

42.4 Meetings At Site

- i. Meetings shall be convened weekly or at other intervals as deemed necessary by the Engineer-in-Charge during the period of Work under the Contract and such meetings shall be held on Site during the period of Site work. The meetings shall be attended by the Senior Representatives of both Employer and the Contractor.
- ii. The meetings shall ascertain Work progress, safety issues, any problems related to manpower, equipment or Site conditions, and provide early notice of any potential claims for Contract variations. Meetings shall be minuted by the EMPLOYER Representative / Engineer-in-Charge. Copies of the minutes shall be supplied to attendees and a standard list of addressees and the EMPLOYER (**Format for Minutes Of Meeting (MOM) Attached – Annexure III**).

43. Review Meeting :

The contractor has to attend weekly review meeting at site level. MIS and Resources planning shall be prepared and monitored showing progress and quantity completion.

44. Contract Performance Feedback and Evaluation System

The Employer has in place an established “Contractor Performance and feedback system” against which the Contractor’s performance during the execution of the Contract shall be evaluated on continuous basis at regular intervals. In case the performance of Contractor is found unsatisfactory on any of the following three parameters, the Contractor shall be considered ineligible for participating in future tenders for a period as may be decided by the Employer.

- i. Financial status
- ii. Project execution and project management capability
- iii. Claims and disputes.

45. Statutory Obligations:

Contractor shall be responsible and shall comply with the provision of all the statutory Acts applicable. Contractor shall take all steps as may be necessary to comply with various Acts, Rules, including but not limited to The Child Labour (Prohibition & Regulation) Act, 1986, The Contract Labour (Regulation & Abolition) Act, 1970. The Employees Pension scheme, The Employees Provident Funds and miscellaneous provisions Act, 1952 ,The Employees state Insurance Act,1948,The Equal Remuneration Act, The Industrial Dispute Act,1947, The Maternity Benefit Act , 1961, The Minimum Wages Act, 1948, The payment of Bonus Act ,1965, The Payment of Gratuity Act,1972, The Payment of wages Act, 1936, The Shops & Establishment Act, The Workmen’s Compensation Act , 1923, Building and Other Construction Workers (Employment and Regulations) Act 1996, Building and Other Construction Workers (Cess) Act 1996, The Employers Liability Act,1938, Indian Electricity Act, 2003 and Indian Electricity Rules, GST Laws, Factory Act, Environmental Protection Act etc., as applicable from time to time.

Contractor would also be responsible for payment of wages to his workmen / labourers

Quality Control Requirement :

The works shall be carried out to the standards and quality control requirement as specified in the technical specifications

46. Standard method of measurement: Not applicable
47. Arbitration:

As per GCC Clause no 18.0.

The venue of arbitration shall be Mumbai.

48. Termination :

As per conditions mentioned in the draft Agreement and GCC Clause no 13.

49. Trade Test : Not applicable
50. Others :

Contractor to provide good condition vehicles for lifting of ash, proper trained manpower, safety equipments, Quality and Planning Supervisor as per our approved Quality Plan.

51. Unforeseeable Sub-surface Conditions:

Notwithstanding anything contained elsewhere in the contract, if during the execution stage, the Contractor encounters on the Site any physical conditions (other than climatic conditions) or artificial obstructions that could not have been reasonably foreseen by the Contractor on the basis of reasonable examination of the data relating to the Site or other data readily available to it relating to the Site, and if the Contractor determines that it will in consequence of such conditions or obstructions incur additional costs and expense or require additional time to perform its obligations under the Contract which would not be required if such physical conditions or artificial obstructions had not been encountered, the Contractor shall promptly, and before performing work and mobilizing the vehicles for lifting of ash, notify the Employer / Owner in writing of:

- i) The physical conditions or artificial obstructions on the Site that could not have been reasonably foreseen; and
- ii) The work and/or materials required including the steps, which the Contractor will or proposes to take to overcome such conditions or obstructions;
- iii) The extent of the anticipated delay; and
- iv) The additional cost and expense, which the Contractor is likely to incur.

Any additional cost and expense incurred by the Contractor to overcome such physical conditions or artificial obstructions referred above shall be borne by the Contractor.

If the Contractor is delayed or impeded in the performance of the Contract due to any such physical conditions or artificial obstructions referred above, the time for completion shall be extended after mutual discussions with the Employer / Owner.

ANNEXURE TO SCC
Annexure-A

Scheduled Completion Time along with Milestone: (SCC Clause 9.0) –

The entire agreed/contracted annual lifting quantity of ash shall be completed as per the target specified below::

Sl No	Milestone	Completion period (in Number of Weeks from NTP)	LD as percent (%) of Contract Value	Remarks
1	Mobilization	2 weeks	NA	
2	Lifting of 25% of the Contracted quantity of Ash	3 Months	25% of per ton cost as per contract for shortfall quantity.	The Liquidated Damages for delay shall be limited to maximum Ten (10%) of the Contract Value.
3	Lifting of 50% of the Contracted quantity of Ash	6 Months	25% of per ton cost as per contract for shortfall quantity.	
4	Lifting of 100% of the Contracted quantity of Ash	12 months	25% of per ton cost as per contract for shortfall quantity.	
5				

The above schedule will be further discussed mutually in the kick-off meeting and may be further divided into detailed schedule. These milestones shall be used for recovery against non-achievement of milestones as mentioned in **LD clause No. 21 for delay in completion of intermediate milestones” above**. In case of Contractor completing all the work under this Contract within the agreed contractual schedule, amount of Liquidated Damages withheld for delay in completion of the intermediate milestones will be refundable.

The contractor shall plan lifting of ash round the clock from ash silos of SUMPP and transport the same to the identified site for unloading as per project requirement and as directed by Engineer in charge.

Notes:-

- i) The Planning schedule shall cover complete scope of work and shall also include various interfaces with other agencies working on this project.
- ii) The Contractor shall submit Construction- cum- Execution plan for the work under his scope within two weeks of placement of LOI / Work Order for Employer’s / Owner’s approval.

The plan will indicate a broad outline of:

- a) Resource planning.
 - i. Deployment of ash transport vehicles and required /tools/machinery.
 - ii. Deployment of manpower of specific trade and requisite skill.
- b) Scheduling / Sequencing of execution plan to avoid accumulation/under- utilisation of resource & to achieve better progress.
- c) Quality Assurance Plan.

The Network so finalised shall also be used for the purpose of contract execution, monitoring progress of work, payments and operation of all other terms and conditions of the Contract strictly.

The Schedules shall be reviewed daily with the Employer / Owner to ensure that the completion dates for different milestones will be met and to institute all corrective steps such as mobilising additional resources in terms of labour, materials, equipment, tools and plant, night work etc. at no extra cost to the Employer / Owner to achieve any accelerated progress at any time to the extent required to adhere to the completion dates. The Employer reserves the right to revise the work

schedule at its discretion in order to ensure completion date and to suit the Road Project work requirements and such alterations shall not entitle the Contractor to any extra payment. No idling charges are payable for whatsoever reasons.

Annexure-I

Tax Invoice format (SCC Clause 25.0):

Refer Tax Invoice format mentioned in the GCC Appendix 5

Annexure-II

Contract Closure (SCC CI No 33)

Refer Clause 29 of GCC

