

AGREEMENT BETWEEN
INTERNATIONAL MANAGEMENT INSTITUTE NEW DELHI (IMI
DELHI)
AND

Name of Bidder

This deed of Agreement made on 30th day of June Month 2017 between INTERNATIONAL MANAGEMENT INSTITUTE NEW DELHI (IMI DELHI) B-10 Tara Crescent, Outab Institutional Area New Delhi-110016 (hereinafter called Client in short IMI -D on first part) and Contractor Design, Build & installation of Steel Fire Escape Stair Case in

EDP Building (Block-C) (approx. height 30M.0 and addition of Steel

Stair from 8th floor to Terrace in Faculty Building (Block-A) In IMI Campus At Delhi

_____ -Carrying on business as Contractor under and style (hereinafter called Contractor) of the second part which expression shall, unless repugnant to the context of meaning thereof include the PARTNERS of the said firm for the time being, the Survivor of them and their respective Heirs, executors, administrators and assigns of the other part.

WHEREAS THE CLIENT intends to carry out the Rectification of Leakage & soakage at IMI Campus at Delhi." (Hereinafter called the "SAID WORK").

AND WHEREAS THE Contractor have agreed to carry out the SAID WORK on the terms and conditions hereinafter agreed upon as follows:

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Value of Contract shall be ---Rupees --- Approximately. The payment shall be based on actual measurement to be carried out jointly.
 - 1.1 Detailed Payment terms are laid out in Commercial condition Article 17.00 of CCC.
 - 1.2 No material shall be supplied by IMI except Water & power.
 - 1.3 Contractor have to provide all material, equipment required to carry out the work

2. SCOPE OF WORKS:

The Contractor shall faithfully, expeditiously, economically and honestly perform the following works:

- a. General: . Taking instructions of IMI- DELHI for fixing priorities of area to be taken up. Carry out work as per original offer & revised offer dated 17th May 2017
- b) Carry out the work as per Technical Specifications, IS Codes & CPWD Specification & in best engineering practice in case specification are not available.
- c) Any other service which is related to the said work
- d) Taking Joint measurement of the work carried out based on which Payment will be admitted.

Guarantee

2.1 Contractor stand Guarantee for Economical & Sturdy design based on IS Code, NBC & Fire norms

3. Time of completion: Time is essence of contract, the entire work is to be completed in a period of 30 days from date of issue of W.O. dated ____ of Month 2017. Contract will be Governed by detailed Technical & Commercial conditions attached.

4. Letter of Intent dated ____ date Month 2017 along with offer of Contractor Construction dated 18/5/2017 and letter of STP Limited forms part of this contract.

Detailed Conditions are attached below

COMMERCIAL CONDITIONS OF CONTRACT

FOR

WORKS OF Design, Build & installation of Steel Fire Escape Stair
Case in EDP Building (Block-C) (approx. height 30M.0 and
addition of Steel Stair from 8th floor to Terrace in Faculty
Building (Block-A) In IMI
Campus At Delhi

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1.0 SCOPE OF CONTRACT

The scope of the Contract shall be as defined in Scope of Works, Responsibility Matrix and in accordance with the terms and conditions contained in the Contract Documents.

These commercial terms and conditions shall form a part of the specifications and documents.

Scope shall also include all such items which may not have been specifically brought out in the Contract Documents but which may be necessary for the successful fulfillment of Contractor's obligation under the Contract as per good Engineering practice and recognized principles.

2.0 CONTRACT DOCUMENTS

The term "Contract Documents" shall mean and include the following documents (including all amendments/addendums/ errata issued thereto) which shall be deemed to form an integral part of the Contract:

- i) The Contract Agreement, Commercial Conditions of Contract (CCC) and all other documents referred to therein.
- ii) Scope of the Works to be performed, under the Contract as brought out in accompanying Scope of Works including Responsibility Matrix, Drawings, Technical Data Sheets etc.
- iii) Contractor's offer and the documents attached thereto including the letters of clarification(s) thereto and Minutes of the Meeting (MOM) between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy with the above mentioned Commercial Documents and the Scope of Works including Responsibility Matrix.
- iv) All materials, literature, data and information of any sort given by the Contractor along with its offer, subject to the acceptance of the same by the Owner.
- v) Letter of Award (LOA) issued by the Owner to the Contractor.

In the event it is not possible to resolve any conflict between the above mentioned documents in the above manner, the matter shall be referred to Owner whose decision, except as provided in Clause 11 of this CCC, shall be final and binding upon the parties.

3.0 DEFINITION OF TERMS AND INTERPRETATIONS

3.1 The capitalized terms wherever used in the Contract Document shall have meaning as ascribed hereunder:

3.1.1 "Affiliate" means, in relation to any person, another person that controls, is controlled by, or is under common control with, such person.

3.1.2 "Applicable Law" shall mean any court order or judgment, law, legislation, statute, rule, directive, notification, exemption, regulation or any interpretation thereof enacted, issued, or promulgated by any governmental authority from time to time in India. and shall also include all treaties, ordinances, rules, regulations applicable in India and amendments, re-enactments, revisions, applications, and adaptations thereto made from time to time and in force and effect, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations

of any Governmental Instrumentality, court or statutory or other body having jurisdiction over Works on the Site.

- 3.1.3 "Codes" shall mean all the codes etc. listed in the Technical Specifications including the latest amendments and/or replacements, if any.
- 3.1.4 "Consulting Engineer"/"Consultant" shall mean any firm or person or agency duly appointed as such from time to time by the Owner.
- 3.1.5 "Contract" shall mean the Contract between Owner and Contractor together with the Conditions, the Schedules and Appendices.
- 3.1.6 "Contract Price" shall mean the sum stated in Agreement hereto as the sum of amounts payable to the Contractor for the execution of Works.
- 3.1.7 "Contractor" shall mean the party whose offer has been accepted by the Owner for the award of the Works envisaged in the Contract Documents and shall include such party's legal representatives, successors and permitted assigns.
- 3.1.8 Design "Drawings" / "Technical Specifications" shall mean all:
- a) Design shall be submitted by Contractor
 - b) Drawings / Technical Specifications furnished by Owner/Consultant as a basis for Bid.
 - c) Supplementary drawings furnished by Owner/Consultant to clarify and to define in greater detail the intent of the Contract.
 - d) Drawings submitted by the Contractor with his offer, provided such drawings are acceptable to the Owner/Consultant.
 - e) Drawings furnished by Owner/Consultant to the Contractor during the progress of the work, and
 - f) Engineering data and drawings submitted by the Contractor during the progress of the work provided such drawings are acceptable to the Owner.
- 3.1.9 "Effective Date" shall mean the date of issue of Letter of Award by the Owner.
- 3.1.10 "Owner" or "IMI-D" shall mean International Management Institute- New Delhi) and shall include their legal representatives, successors and assigns.
- 3.1.11 "Contractor" shall mean the Contractor and/or manufacturer of Equipment for which the supply of Equipment is envisaged.
- 3.1.12 "Engineer" shall mean the person/firm/agency, appointed in writing by the Owner to act as Engineer, from time to time, for the purposes of the Contract. Wherever terms like "Engineer-in-Charge", "Chief Engineer", "Dy Chief Engineer" etc. may have been used in the Contract Documents, they shall be deemed to mean the Engineer.
- 3.1.13 "Facility" / "Plant and Equipment" shall mean the Electricity distribution facility including its sub-assembly, associated equipment, spares, tools and tackles, wherever the context so requires.

- 3.1.14 The term "Acceptance" / "Completion" shall mean the Owner's written acceptance of the Works made under the Contract, after inspection of the same as per requirement.
- 3.1.15 The term "Goods" or "Equipment" or "Stores" shall mean and include all equipment, materials, consumables and spares, to be provided by the Contractor under the Contract.
- 3.1.16 "Warranty Period" shall mean the period during which the Contractor shall remain liable for repair or replacement of any defective part of the Meters supplied under the Contract.
- 3.1.17 "Inspector" shall mean the Owner and/or any person/agency/firm nominated by the Owner, from time to time, to inspect the materials etc. under the Contract and/or the duly authorized representative of the Owner.
- 3.1.18 "Letter of Intent" or "Letter of Award" shall mean the official notice issued by the Owner notifying the Contractor that its offer has been accepted. Such a Letter of Award / Letter of Intent may be in the form of Letter or FAX.
- 3.1.19 "Liquidated Damages" (LD) shall have its meaning as ascribed in Clause 27 of this CCC.
- 3.1.20 "Contractor' Works", shall mean the place of work used by the Contractor, their Collaborators or sub-Contractors for the performance of the Works.
- 3.1.21 "Month" shall mean the calendar month. "Day" or "Days", unless herein otherwise expressly defined, shall mean calendar day or days of 24(twenty four) hours each.
- 3.1.22 Words imparting "Person" shall include firms, companies, corporations and associations or bodies of individuals, whether incorporated or not.
- 3.1.23 "Sub-Contractor" or "Sub-Contractor" shall mean the person/firm/agency/party named in the Contract for any part of the work or any person/firm/agency/party to whom any part of the Contract has been sub-let by the Contractor with the consent in writing of the Owner and will include the legal representatives, successors and permitted assigns of such person/firm/agency/party.
- 3.1.24 "Writing" shall include any manuscript, type-written or printed statement, under or over signature and/or seal as the case may be.
- 3.1.25 When the words "Approved", "Subject to Approval", "Satisfactory", "Equal to", "Proper", "Requested", "As Directed", "Where Directed", "When Directed", "Determined by", "Accepted", "Permitted", or words and phrases of like importance are used, the approval, judgment, direction etc. is understood to be a function of the Owner.

3.2 Interpretation

In this CCC and the Contract Documents, except to the extent that the context requires otherwise:

- 3.2.1 References to this CCC include Schedules to this CCC. References to paragraphs, Clauses, Recitals or Schedules are references to such provisions of this CCC. References to a sub-clause or paragraphs to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears;
- 3.2.2 Use of the singular shall include the plural and vice versa. Words denoting any gender shall include any other gender;
- 3.2.3 Headings are for ease of reference only;
- 3.2.4 The words "include" and "including" are to be construed without limitation;
- 3.2.5 a reference to a "law" includes any national, regional, provincial or local law, common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, in each case of any jurisdiction whatever (and "lawful" and "unlawful" shall be construed accordingly) ;
- 3.2.6 a reference to any "party" includes its successors in title, permitted assignees and permitted transferees;
- 3.2.7 a reference to a "person" includes any person, firm, company, corporation, government, state or agency of a state, or any association, foundation, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing and words denoting natural persons include any other persons; and
- 3.2.8 The Recital shall be construed as an operative part of the CCC and Contract Document.

4.0 CONTRACTOR TO INFORM ITSELF FULLY

- 4.1 Contractor shall be deemed to have carefully examined the Contract Documents including documentation and specifications for the Works and fully acquainted it with all the conditions relevant to the Works. Contractor shall be deemed to have assumed the risk of such conditions and will, regardless of such conditions, expenses, and difficulty of performing the Works, or negligence of the Owner, if any, fully complete the Works for the stated Contract Price without further recourse to the Owner.
- 4.2 If the Contractor shall have any doubt as to the meaning of any portion of the Contract Documents, he shall, before signing the Contract, set forth the particulars thereof, and submit them to the Owner in writing, in order that such doubt may be removed. The Owner shall have provided such clarifications as may be necessary, in writing, to the Contractor. Any information otherwise obtained from Owner shall not in any way relieve the Contractor of his responsibility to fulfill his obligations under the Contract.
- 4.3 The specifications etc. may not be complete in every detail. Contractor shall comply with their manifest intent and general purpose, taken as a whole, and shall not make use of any errors or omissions therein to the detriment of the Works. Should any conflict, error, omission or discrepancy appear in the specifications, Contractor shall notify Owner in

writing at once and Owner will issue written instructions to be followed. If Contractor proceeds with any of the Works in question prior to receiving such instructions, then required corrections shall be at Contractor's expense.

5.0 CONTRACT

5.1 This Contract constitutes the entire understanding between parties hereto with respect to the subject matter hereof and supersedes all communication, negotiations and agreement (whether written or oral) of the parties with respect hereto made prior to the date of this Contract.

5.2 There are no understandings or agreements between the Owner and the Contractor which are not fully expressed herein including the Schedules referred to in the Contract.

6.0 LANGUAGE

The governing language for the Contract shall be English. All documents, instructions, catalogues, brochures, pamphlets, design data, operation and maintenance manuals, communications shall be in English language. All documents pertaining to the Contract including specifications, schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The Metric system of measurement shall be used exclusively in the Contract.

7.0 CONFIDENTIAL INFORMATION

7.1 Drawings, specifications, and other information obtained by Contractor from Owner in connection with the Works shall be held in confidence by Contractor and shall not be disclosed to third parties or used by Contractor for any purpose other than for the performance of Works or as authorized in writing by Owner. All such documents furnished by the Owner to Contractor shall remain their property, and upon completion of the Works, Contractor shall, as requested by the Owner, either destroy or return such documents, including any copies thereof.

7.2 All drawings, specifications, blueprints, calculations, data, reports and other documents, as well as information, improvements in connection with the scope of supply or prepared by and furnished to Contractor by Owner or vice versa shall be deemed as Confidential Information.

7.3 Contractor will not at any time without the prior written consent of Owner publish, disclose or otherwise disseminate, duplicate or use, directly or indirectly, confidential information to or for the benefit of any third party whether or not it relates to a process, product, equipment or apparatus embodied therein.

7.4 The Contractor shall disclose confidential information only to those Contractors and employees of Contractor directly involved in the scope of engineering and supply on a need to know basis and shall be responsible to see that such sub-Contractors, Contractors and employees observe the requirements of confidentiality and non-disclosure Clause and enter into non-disclosure/confidentiality agreements with them.

7.5 Copyright in the Owner's requirements and other documents issued by the Owner or the Owner's Representative to the Contractor shall (as between the parties) remain the property of the Contractor/ Owner as the case may be. The Contractor may, at his cost,

copy, use and communicate any such documents for the sole purpose of the Contract. They shall not, without the Contractor's / Owner's consent, be used, copied or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

8.0 NOTICES

- 8.1 Notices to Owner: Any contractual notice, report, certificate or other communication to be given to the Owner under the Contract shall be served by sending the same by facsimile transmission and/or electronic mail (with a confirmation copy by couriers or by hand delivery only in case of major issues relating to the Contract, Viz. Notices of Tests, arbitration, making a claim, termination etc.) to, or by leaving the same at, the respective addresses set out in the Contract Coordination Procedure or such other addresses as may be specified for that purpose in writing to the Contractor.
- 8.2 Notices to Contractor: All certificates, notices or decisions, instructions and orders to be given by Owner under the Contract shall be served by sending the same by facsimile transmission and/or electronic mail (with a confirmation copy by couriers or by hand delivery only in case of major issues relating to the Contract, Viz. Notice of Tests, arbitration, claims, termination etc.) to, or by leaving the same at, the address set out in the Contract Coordination Procedure or such other address as the Contractor shall nominate in writing for that purpose
- 8.3 Any notice sent by facsimile transmission shall be deemed to have been served at the time of receipt. A positive transmission report from the sender's machine will be conclusive evidence of receipt in the absence of evidence to the contrary.

9.0 CONTRACT CO-ORDINATION PROCEDURE

Within 7 (Seven) days of receipt of Letter of Award from the Owner, Contractor shall furnish for approval a Contract Co-ordination Procedure, setting out procedures for communications between the Contractor and Owner in connection with this Contract, including details relating to correspondence, circulation of notices and documentation, meetings and other interfaces. The parties shall comply with the requirements of such co-ordination procedures once approved by the Owner. Such procedures may be amended from time to time by mutual agreement.

10.0 OWNER'S DECISION

- 10.1 In respect of all matters which are left to the decision of the Owner including the granting or withholding of the certificates, the Owner shall, if required to do so by the Contractor, give in writing a decision thereon.
- 10.2 If in the opinion of the Contractor, a decision made by the Owner is not in accordance with the meaning and intent of the Contract, the Contractor may file with the Owner within 7 (seven) days after receipt of the decision, a written objection to the decision. Failure to file an objection within the allotted time shall make the Owner's decision as final and binding.
- 10.3 The Owner's decision and the filing of the written objection thereto shall be a condition precedent to the right to request arbitration. It is the intent of the Contract that there

shall be no delay in the execution of the Works and the decision of the Owner, as rendered, shall be promptly observed.

- 10.4 Any determination, instruction, inspection, examination, testing, consent, approval or similar act by any such assistant of the Owner, in accordance with the delegation, shall have the same effect as though it had been an act of the Owner. However, any failure to disapprove any Equipment or workmanship shall not prejudice the right of the Owner or its Representative to reject such Equipment and/or workmanship at later date.

11.0 SETTLEMENT OF DISPUTES, ARBITRATION

11.1 Settlement of Disputes

Any dispute or difference arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the Parties. In case the parties are unable to come to an amicable settlement the procedure provided in the following provisions of this Clause 11 shall be undertaken to resolve such disputes.

11.2 Arbitration

- 11.2.1 If any dispute or difference of any kind whatsoever shall arise between the Owner and the Contractor, arising out of the Contract for the performance of the Works whether during the progress of the Works or after its completion or whether before or after the termination, abandonment or breach of the Contract, it shall, in the first place, be referred to and settled by the Owner, who, within a period of 30 (thirty) days after being requested to do so, shall give written notice of his decision to the Contractor.

- 11.2.2 Save as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the parties until the completion of the entire work under the Contract and shall forthwith be given effect to by the Contractor who shall comply with all such decisions, with all due diligence, whether he requires conciliation and/or arbitration as hereinafter provided or not.

- 11.2.3 If after the Owner has given written notice of his decision to the Contractor and no claim to conciliation and/ or arbitration has been communicated to him by the Contractor within 30 (thirty) days from the receipt of such notice, the said decision shall become final and binding on the Contractor.

- 11.2.4 In the event of the Owner failing to notify his decision, as aforesaid, within 30 (thirty) days after being requested, or in the event of the Contractor being dissatisfied with any such decision, or within 30 (thirty) days after the expiry of the first mentioned period of 30 (thirty) days, as the case may be, either party may require that the matters in dispute be referred to arbitration as hereinafter provided.

- 11.2.5 Subject to as specified in this Clause 11.0, all disputes or differences in respect of which the decision, if any, of the Owner has not become final or binding as aforesaid, shall be settled by arbitration, under and in accordance with the provisions of The Arbitration and Conciliation Act, 1996 or any statutory modification, in the manner hereinafter provided. The venue of arbitration shall be New Delhi/ Kolkata, India.

- 11.2.6 The arbitration shall be conducted by a sole arbitrator appointed by the Owner.

- 11.2.7 The decision of the sole arbitrator shall be final and binding upon the parties. The expense of the arbitration shall be paid as may be determined by the arbitrator. The

arbitrator may, from time to time, with the consent of both the parties increase the time for making the award.

11.2.8 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

11.2.9 Parties agree that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration and not thereafter.

12.0 GOVERNING LAW AND JURISDICTION

The Contract will be governed, construed and interpreted in accordance with the laws of India. The Courts at New Delhi shall have the exclusive jurisdiction in respect of all matters pertaining to this Contract.

13.0 ASSIGNMENT AND SUBLETTING OF CONTRACT

13.1 Contractor shall not assign this Contract wholly or in part, voluntarily, by operation of law, or otherwise, without first obtaining the written consent of Owner. Any assignment of this Contract in violation of the foregoing shall be, at the option of Owner, void. Subject to the foregoing, the provisions of this Contract shall extend to the benefit of and be binding upon the successors and assigns of the parties hereto.

13.2 The Owner may assign the rights under this Contract to any of the Affiliates or Group Company of the Owner and/or lenders /lending institutions and the Contractor agrees to enter into such further documents for the same without alteration of any terms and conditions contained herein.

13.3 Contractor may, after informing the Owner and getting its written approval, assign or sub-let the Contract or part thereof, for minor details or for any part of the Works, which are identified in the Contract. Such subletting shall not relieve the Contractor from any obligation, duty or responsibility under the Contract and the Contractor shall be and shall remain exclusively responsible to the Owner, with full responsibility on Contractor for all acts, omissions and defaults of the Sub-Contractor. Any subletting without prior written approval from the Owner, as above, shall be void.

13.4 If requested by Owner, Contractor shall furnish Owner a copy of the proposed purchase order (without price) for Owner's review of the ordering specification and terms & conditions thereof and shall not execute such purchase order until Owner has accepted such terms.

13.5 Contractor guarantees that its Sub-Contractors shall comply fully with the terms of this Contract applicable to the portion of the Works performed by them. If any portion of the Works which has been subcontracted by Contractor is not executed in accordance with this Contract, on request of the Owner, the Sub-Contractor shall be replaced at no additional cost to the Owner and shall not be employed again for the Works and shall keep the Owner indemnified against the consequences.

13.6 Contractor shall include a provision in every subcontract that it is assignable to Owner (as required) without requiring further consent from such sub-Contractor.

- 13.7 Owner shall have the right from time to time to contact Contractor's Sub-Contractors to discuss their progress.
- 13.8 Contractor shall not be relieved of its responsibility for the Works by virtue of any subcontracts it may place regardless of Owner's acceptance of such subcontract.
- 13.9 Assignment by Owner: Contractor hereby consents to the creation by the Owner of a security assignment of the Contract in favor of any Financing Entity (or a trustee acting on behalf of one or more Financing Entities) and hereby undertakes to execute upon the request of the Owner such documents as may be reasonably and customarily required to give effect to any such assignment provided that the Contractor's consent, which shall not be unreasonably withheld or delayed, shall be required for the inclusion in such documents of any terms other than a simple confirmation of the consent given above or a simple acknowledgement of a notice of an assignment pursuant to this Clause 13.9.
- 14.0 WAIVER
- 14.1 A waiver on the part of Owner or Contractor of any breach of any term, provision representation, warranty, covenant or condition of the Contract shall not constitute a precedent nor bind either Party hereto to a waiver of any succeeding breach of the same or any other term, provision or condition of the Contract. Such waiver shall strictly be limited to the particular breach so waived. Any waiver shall be in writing and signed by the Party granting such waiver.
- 14.2 Neither the inspection by the Owner or any of their officials, employees or agents nor any order by the Owner for payment of money or any payment for or acceptance of, the whole or any part of the Works by the Owner, nor any extension of time, shall operate as a waiver of any provision of the Contract
- 15.0 CONTRACT PRICE AND PRICE BASIS
- 15.1 The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the Contract Price. Unless otherwise stated in the Contract, the Contract Price shall cover payment of all its obligations under the Contract and all things necessary for the proper execution and completion of the Works and the remedying of any defects.
- 15.2 Contract Price is full compensation to Contractor for full and complete performance by Contractor of all the Works, compliance with all terms and conditions of this Contract, and for Contractor's payment of all obligations incurred in, or applicable to the performance of the Works
- 15.3 Fixed Price.
- 15.4 Contract Price includes all Contractor's costs, expenses, overhead and profit for complete performance of the Works.
- 15.5 Failure by Contractor to assess fully the scope of Works, as required and described in the Contract shall not be accepted as a basis for increase to the Pricing.
- 16.0 TAXES AND DUTIES

16.1 As stated above Contract Price is inclusive of Service Tax & Value Added Tax as applicable & also t inclusive of any other taxes, duties, levies and cess, solely in respect of the transaction between the Owner and the Contractor.

16.2 ALL & Any statutory variation in rate of taxes and duties including imposition of new taxes and duties and /or deletion of existing taxes and duties etc., if applicable, shall be to the contractors account.

16.3 Applicable income tax / withholding tax shall be deducted while making payment and necessary certificate as per government regulation shall be issued in due course of time.

17.0 PAYMENT TERMS AND SECURITY

17.1.1 As per LOI dated _____ The total Value of work will be Rs _____ only (approximately) plus applicable taxes.

17.1.2 Rates of individual items as quoted by you on **day, date** will be applicable.

17.1.3 An amount upto 55% of steel/Aluminum material can be released against Material brought to site & balance as running bill.

17.1.4 A sum equivalent to 10% will be deducted as performance security from each bill and same will be refunded after 6months of completion of work.

18.0 COMPLETION OF CONTRACT

Unless otherwise terminated under the provisions of any other relevant Clause, this Contract shall be deemed to have been completed at the expiration of the Contract Period as specified in Article 3. of Agreement.

19.0 EFFECTIVE DATE OF CONTRACT

Effective date of Contract shall mean the date specified in Article 3 of Contract Agreement.

20.0 TECHNICAL CONFORMANCE AND QUALITY ASSURANCE

Contractor will submit Quality Assurance procedures (QAP) within 7 (seven) days of Effective Date and will get approved from the Owner and will strictly follow the same. The Works provided shall be in strict conformity with the scope of Works and Quality Assurance procedures approved by Owner and/or instructions of Engineer-In-charge unless deviation to the same is specifically agreed to by the Owner in writing.

In case of repeated failures to follow the scope of Works and Quality Assurance procedures despite warning / reminders / notice from the Owner, the Owner shall consider such act as Contractor's Default within 1 (one) month of first such warning / reminder / notice. Contractor's Default shall be dealt as per Clause 22 of CCC.

21.0 SUSPENSION OF WORKS

- 21.1 Owner reserves the right to suspend and reinstate execution of the whole or any part of the Works without invalidating the provisions of the Contract. Orders for suspension or reinstatement of the Works will be issued to the Contractor in writing. The time for completion of the Works will be extended for a period equal to duration of the suspension provided the suspension is not due to some default on the part of the Contractor or its Sub-Contractor.
- 21.2 Upon receiving any such notice of suspension, Contractor shall promptly suspend further performance of the Works to the extent specified. Owner may, at any time, withdraw the suspension of performance of the Works as to all or part of the suspended Works by written notice to Contractor specifying the effective date and scope of withdrawal, and Contractor shall resume diligent performance of the Works for which the suspension is withdrawn on the specified effective date of withdrawal.
- 21.3 Contractor shall not be entitled to any prospective profits or any damages because of such suspensions or withdrawals of suspension.
- 21.4 If suspension continues for more than 180 (One Hundred Eighty) days, unless such suspension is:
- a) For reasons of Force Majeure as defined in Clause 25 or
 - b) By reason(s) of the default or failure on the part of the Contractor or
 - c) Is necessary for the proper execution of the Works or
 - d) Is for reason(s) of whether affecting the safety or quality of the work(s)
(the reasons for the suspension stated by the Owner in any notice of suspension as aforesaid shall be final and binding upon the Contractor),
Parties shall review and decide on further course of action for the Contract

22.0 TERMINATION OF CONTRACT

- 22.1 Owner reserves the right to terminate the Contract (without cause and liability) by giving 10 days' notice to the Contractor without assigning any reason whatsoever. 22.2 Upon the occurrence of Contractor's Default as defined hereunder, the Owner shall be obliged to, deliver a notice to the Contractor (the "Termination Notice") specifying the Termination Date. Upon the Termination Date, this Contract shall be terminated, except for the obligations or duties that are stated to survive termination or are to be carried out after termination or owed by a Party at the time of or as a result of such termination.
- Contractor's Default

Each of the following events, unless occurring solely as a result of Force Majeure event shall constitute a Contractor's Event of Default:

- 22.2.1 the failure by the Contractor to perform any obligation under this Contract (other than those specified above or below) in any material respect and such failure continues after written notice is provided to the Contractor by the Owner; provided, that the Contractor shall have up to 30 (thirty) days after such notice is given to cure such default or to diligently commence and continue in good faith to cure such default prior to any such termination (provided that in no event shall such cure period exceed 60 (sixty) days including 30 (thirty) days of notice period);
- 22.2.2 any Bankruptcy or insolvency of the Contractor; provided, that in the case of involuntary bankruptcy proceedings, the Contractor shall have a 60 (sixty) days cure period after the commencement of such proceedings to stay or lift such proceedings or persistent refusal by the Contractor to comply with valid and reasonable instructions of Owner.
- 22.2.3 the assignment, transfer or charge by the Contractor of any of its rights or obligations under this Contract without the prior written consent of the Owner.
- 22.2.4 any action or omission by the Contractor in breach or violation of the conditions of this Contract and, as a consequence, Owner's enjoyment of its rights or benefits under the Contracts are materially and/or adversely effected;
- 22.2.5 failure of the Contractor to maintain the Advance Bank Guarantee / Performance Bank Guarantee in full force and effect in accordance with the requirements.

- 22.3 Notwithstanding anything contained herein, the Owner shall have the right to terminate this Contract forthwith without any notice in case of unsatisfactory performance of its obligations by the Contractor. Also, in case of such termination, Owner shall have the right to recover the advance amounts and other recoveries (if any) from any dues payable to the Contractor and shall have the right to recover such amounts from the Advance and / or Performance Bank Guarantee submitted by the Contractor as the situation may warrant.
- 22.4 In no event (termination due to or not due to default of Contractor) shall Contractor be entitled to any prospective profits or any damages

- 22.5 Obligations upon Termination
 - 22.5.1 Within 15 days after the Termination Date, the Owner shall pay to the Contractor all the applicable amounts for accepted Works made by the Contractor up to such date, net of any Liquidated Damages and/or amounts under Indemnification clause or any amount owing to the Owner by the Contractor.

23.0 EXTENSION OF CONTRACT

If performance of the Contractor is found satisfactory, then the Owner may extend the Contract at the sole discretion of Owner on reduced / same rates and same terms and conditions. Reduced rates (if applicable) shall be as per mutual agreement between the Parties

24.0 INSURANCE AND INDEMNIFICATION

Obligation to Insure Deleted

24.1 Contractor's Insurance(s)

24.1.1 Without prejudice to its obligations under this Contract or otherwise at law, the Contractor shall take all required insurance including comprehensive general liability insurance, motor vehicle insurance etc. for material and men deployed for work at his / her own cost. This shall cover workmen compensation as well.

24.1.2 The Contractor shall, promptly after having placed any such policy or policies, provide Owner with a certificate of insurance and shall notify Owner in writing of any changes therein from time to time or, prior to so doing, of the cancellation of any such policy or policies.

24.1.3 It will be the responsibility of the Contractor to maintain all necessary insurance coverage to the extent both in time and amount to take care of all its liabilities either direct or indirect, in pursuance of the Contract.

24.1.4 The Contractor shall ensure that the insurance(s) maintained by the Contractor shall contain a clause to the effect that the insurers have agreed to assign the rights to the Owner and its directors, its associate companies and lenders and shall provide for 30 (thirty) days' written notice to be given to Owner prior to any cancellation, non-renewal or material modification of such policies. Owner / Owner's lenders, shall be one of the principal beneficiary in all such insurance policies.

24.2 Indemnification

24.2.1 Contractor shall indemnify, defend and hold harmless the Owner, the affiliated companies, and all of their directors, officers, employees, agents and representatives, from and against any claim, demand, cause of action, liability, loss or expense arising:

24.2.1.1 By reason of Contractor's actual or asserted failure to comply with any law, ordinance, regulation, rule or order, or with the Contract. This Subsection 24.2.1 includes, but is not limited to, fines or penalties by government authorities and claims arising from Contractor's actual or asserted failure to pay taxes, wages and alike

24.2.1.2 Any matter or thing done or omitted to be done by the Contractor or any of their Sub-Contractor(s) or their Directors, employees, workmen, representatives, agents, servants or suppliers in the execution of or in connection with the delivery of goods; or

24.2.1.3 Any matter or thing done or omitted to be done by the Contractor or any of their Sub-Contractor(s) about performance related to goods supplied

24.2.1.4 The Owner shall be entitled to retain from payments otherwise due Contractor such amounts as shall reasonably be considered necessary to satisfy any claims, suits or liens for damages that fall within Contractor's indemnity obligations under this Clause 24, until such claims suits or liens have been settled and satisfactory evidence to that effect has been furnished to the Owner.

25.0 FORCE MAJEURE

25.1 A Force Majeure Event shall mean any event, occurrence or circumstance or a combination of events, occurrences or circumstances or their consequences that materially or adversely affect, prevent or delay any Party in the performance of its obligations in accordance with the terms of this Contract, but only if and to the extent that such event, occurrence or circumstances are not within the affected Party's reasonable control, directly or indirectly, and the effects of which the affected Party could not have prevented through prudent utility practices, including through the expenditure of reasonable sums of money and provided also that the applicable event(s), occurrences, or circumstances has or have been validly notified or is capable of valid notification as "Force Majeure Event" pursuant to:

- (a) The Party claiming Force Majeure shall give notice to the other Party of an event of Force Majeure as soon as reasonably practicable but latest within 7 (seven) days of occurrence of such an event. The affected Party shall thereafter furnish weekly reports with respect to its progress in overcoming the adverse effects of such event or circumstance and as soon as reasonably practicable shall submit to the other Party information supporting the claim for relief under this Article.
- (b) The Party claiming Force Majeure shall give notice to the other Party of:
 - (i) the cessation of the relevant events of Force Majeure; and
 - (ii) the cessation of the effect of such event of Force Majeure on the enjoyment by such Party of its rights or the performance by such Party of its obligations under this Contract as soon as practicable after becoming aware of the events described in each of (i) and (ii) above. Any events, occurrences or circumstances meeting the description of Force Majeure Events which have the same effect upon any direct Contractor of any Party shall constitute Force Majeure Event with respect to such Party at such time when the non-performance by such Contractor materially and adversely affects, prevents or delays the performance of such Party's obligations under this Contract.

25.2 Force Majeure Event occurrences, circumstances and events shall include the following exhaustive list of events to the extent to which such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected Party, the direct consequences shall also be deemed to be within such Party's reasonable control) satisfy the requirements of Clause 25.1 above:

25.2.1 the effect of any natural elements or other acts of God, including but not limited to any storm, flood, lightening, earthquake, cyclone or other natural disasters;

25.2.2 fire or explosion, in each case not being due to (a) failure to operate the Facility in accordance with the safety and other requirements, or (b) circumstances within the reasonable control of the affected Party's Contractors;

25.2.3 acts of war (whether declared or undeclared), sabotage, terrorism or acts of a public enemy (including the act of any independent units or individual engaged in activities in the furtherance of a program of irregular warfare), acts of belligerence or foreign enemies whether accorded diplomatic recognition or not), war, blockages, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;

25.2.4 Deleted _____ (any specific condition which individual Company would like to put)

- 25.2.5 the making of, or any change in, or change in interpretation of, any Laws of India after the date hereof adversely affecting the performance by either Party or its Contractors of its obligations under this Contract;
- 25.2.6 any event, occurrence or circumstances of a nature analogous to any of the foregoing.
- 25.3 The Party claiming a Force Majeure Event shall give notice to the other Party of the relevant event(s), occurrence(s) or circumstance(s) as soon as materially possible. In addition, such information should include all information and evidence then available permitting the assessment of the reality and scope of the Force Majeure Event including a description of the consequences of the event. The affected Party shall thereafter supply weekly reports to the other Party detailing its progress in overcoming the adverse effects of relevant events, occurrence or circumstance and shall as soon as reasonably practicable after the commencement of the same submit to the other Party information supporting any claim for relief under this Clause 25.
- 25.4 If a Party fails to comply with its notification and information obligations under this Clause, it shall lose the benefit of the provisions of Clause nos. 25.6, 25.7, 25.9 and 25.10.
- 25.5 The Parties shall use reasonable efforts to mitigate the effects of any Force Majeure Event and to cooperate to develop and implement a plan of remedial action and reasonable alternative measures to remove the effects of the Force Majeure Event. Upon the cessation of the Force Majeure Event, the Party affected shall use its best efforts to resume normal performance of its obligations under this Contract as soon as possible.
- 25.6 Where a Force Majeure Event is properly notified as provided above, the performance of the Party affected by the Force Majeure Event shall be suspended during the relief period; provided, that the affected Party must use all reasonable efforts to overcome the effects of the Force Majeure Event, including accepting alternative means at a reasonable cost to perform its obligations.
- 25.7 Any time period specified for the performance of an obligation under this Contract by the affected Party shall be extended by a period equal to the relief period; provided, that the affected Party shall not be entitled to any such extension to the extent that such delay or failure in performance would have occurred irrespective of the occurrence of the relevant Force Majeure Event.
- 25.8 Where a Force Majeure Event is notified as provided for in this Clause 27, the Parties will meet without delay and as soon as reasonably practicable after such notification in order to assess the consequences of the Force Majeure Event and to determine the means by which its effects may be remedied in the shortest time.
- 25.9 The Contract Period shall be adjusted equitably to account for changes caused by the Force Majeure Event during the relief period.
- 25.10 Subject to the provisions of Clause 25.7, as regards delayed performance or non-performance of obligations as a result of a Force Majeure Event, neither Party may claim penalties, interest or any other damages or contribution to damages suffered by the Party as a result of Force Majeure Event.
- 25.11 In case of a Force Majeure Event or Force Majeure Events that affect the performance of a Party's obligations hereunder continuously for 3 (Three) Months or more, the Parties shall meet to consider further actions and remedies in connection therewith or as a result thereof, including the termination of this Contract.

26.0 BACKCHARGE (RISK PURCHASE)

- 26.1 A Back charge is a cost sustained by Owner and chargeable to Contractor for the Owner's performance of work that is the responsibility of Contractor.
- 26.2 Without limitation and by way of example only, Back charge may result from costs sustained by the Owner as a result of Contractor's non-compliance with the provisions of this Contract or Contractor's act of omission or negligence.
- 26.3 Upon identification by the Owner of an actual or anticipated back charge, the Owner will issue a back charge notice to Contractor. This notice shall describe the back charge work to be performed, the cost to be charged by the Owner to Contractor for the back charge and other terms.
- 26.4 The back charge cost shall consist of:
- 26.4.1 Materials: at actual Contractor and freight invoice cost delivered to Owner
- 26.4.2 All taxes, levies, duties and assessments attributable to the back charge;
- 26.4.3 20% (twenty percent) shall be added to the foregoing for indirect costs, overhead and administration
- 26.5 Within 5 (five) days after receipt of the back charge notice, Contractor shall fax back to the Owner a signed copy of the back charge notice, indicating either acceptance of the back charge or agreement to perform the described back charge work within the indicated schedule period for performance
- 26.6 Contractor will be required to sign the back charge notice before commencement of the back charge work by the Owner or others. In the event Contractor refuses to sign, Owner shall, at its option, proceed with the back charge work and charge the back charge cost to Contractor's account. 30 (thirty) calendar days after commencement of the back charge work or on completion of the back charge work, whichever occurs sooner, Owner will invoice Contractor for the incurred back charge cost.

27.0 DELIVERY DATE AND LIQUIDATED DAMAGES

- a) Time is Essence of the Contract
- b) Contractor shall complete the entire Works covered under the Contract within 30 days i.e ----- and any delay in completion will attract Liquidated Damages (LD) as per LD Clause mentioned below
- c) Contractor guarantees that the date of completion of Works mentioned in the Contract is firm and final delivery date for completion of Works. It is agreed the actual damages and loss which IMI- D would incur as a result of Contractor's failure to complete the Works by such date would be impracticable and infeasible to determine and that the sum of 1 (one) % of Contract Price per week is a reasonable and fair estimate of the damages and loss which IMI-D would suffer for each such week by which Contractor is late in completing said Works
- d) It is therefore agreed that in the event of such failure by Contractor, Contractor shall pay to IMI-D), as Liquidated Damages (and not as penalty) a sum of 1 (one) % of the Contract Price for a delay of each week or part thereof subject to ceiling of 10 (ten) % of the Contract price
- e) Payment or deduction of Liquidated Damages shall in no way relieve the Contractor from completing the Works and discharging it's all other obligations under the Contract

- f) It is further agreed this Clause shall not constitute a waiver of any rights of IMI-D to damages and / or other remedies of IMI-D under the Contract or otherwise for Contractor's improper performance or default in performance of any other aspect of the Contract

28.0 SAFETY

Contractor has to strictly adhere to Owner's Safety and Statutory requirements as detailed in following clauses. Failure of comply with Owner's Safety and Statutory requirement shall be treated as Contractor's Default and it shall be dealt accordingly.
Safety Requirements

- 28.1 The Contractor shall ensure proper safety of all the workmen, materials and equipment belonging to it or to the Owner or to others working at the site. The Contractor shall also be responsible for provision of all safety notices and safety equipment required both by the relevant legislation and the Owner as the latter may deem necessary.
- 28.2 All equipment shall be strictly operated and maintained by the Contractor in accordance with manufacturer's operation manual and safety instructions and as per Guidelines/Rules of the Owner in this regard.
- 28.3 Periodical examinations and all tests for all lifting/hoisting equipment and tackle shall be carried out in accordance with the relevant provisions of Factories Act 1948, The Electricity Act 2003 and associated Laws/Rules in force from time to time. A register of such examinations and tests shall be properly maintained by the Contractor and will be promptly produced as and when desired by Owner or by the person authorized by the Owner.
- 28.4 The Contractor shall provide suitable safety equipment of prescribed standard to all employees and workmen according to the need, as may be directed by Owner who will also have right to examine these safety equipment to determine their suitability, reliability, acceptability and adaptability.
- 28.5 The Contractor shall provide safe working conditions to all workmen and employees, including but not limited to compliance with all labor Laws, at the Site including safe means of access, railings, stairs, ladders, scaffoldings, etc. The scaffoldings shall be erected under the control and supervision of an experienced and competent person. For erection, good and standard quality of material only shall be used by the Contractor.
- 28.6 Owner shall have the right, at its sole discretion, to stop the work, if in his opinion the work is being carried out in such a way that it may cause accidents and/or endanger the safety of the person(s) and/or property, and/or equipment. In such cases, the Contractor shall be informed in writing about the nature of hazards and possible injury/accident and it shall comply to remove the shortcomings promptly.
- 28.7 The Contractor shall not be entitled to any damage/compensation for stoppage of work due to safety reasons as provided in Clause 28.6 above nor will the period of such stoppage of work be taken as an extension of time for completion of work and ground for waiver of levy of liquidated damages.
- 28.8 If the Contractor fails in providing safe working environment as per the provisions of Clause 28.5 above or continues the work even after being instructed to stop work by the Owner as provided in Clause 28.6 above, the Contractor shall promptly pay to the

Owner, on demand, compensation at the rate of Rs. 5000/- per day or part thereof till the instructions are complied with and so certified by the Owner.

28.9 In case of any compensation required to be paid to any Workmen etc. for injury or death etc., the same shall be the sole responsibility of the Contractor. The Contractor shall be responsible for the compensation payable to the workmen/employees under the relevant provisions of the Workmen's Compensation Act and Rules framed there under or any other applicable laws as applicable from time to time

28.10 Apart from the above said obligations, the Contractor shall, for the purposes of safety to the Equipment's and the Site provide, fencing, lighting, guarding and watching of the Works, and temporary roadways, footways, guards and fences which may be necessary for the accommodation and protection of Owner and occupiers of adjacent land, the public and others.

29.0 ENFORCEMENT OF TERMS

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

30.0 VALIDITY OF PROVISION

In the event any section, or any part or portion of any section of this Contract shall be held to be invalid, void or otherwise unenforceable, such holding shall not affect the remaining part or portions of that section, or any other section hereof.

31.0 SURVIVAL

The provisions of this Contract which by their nature are intended to survive the termination, cancellation, completion or expiration of this Contract shall continue as valid and enforceable obligations of the Parties notwithstanding any such termination, cancellation, completion or expiration.

32.0 GRAFTS AND COMMISSION

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

33.0 PATENT RIGHTS AND ROYALTIES

33.1 Royalties and fees for patents covering materials, devices, equipment or processes used for the Works shall be deemed to have been included in the Contract Price. Contractor shall satisfy all demands that may be made at any time for such royalties or fees and he alone shall be liable for any damages or claims for patent infringements and shall keep

the Owner indemnified in that regard. Contractor shall, at his own cost and expense, defend all suits or proceedings that may be instituted for alleged infringement of any patent involved in the Works, and, in case of an award of damages, Contractor shall pay for such award. In the event of any suit or other proceedings instituted against the Owner, the same shall be defended at the cost and expenses of Contractor who shall also satisfy/comply any decree, order or award made against Owner. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. In the event any equipment, or any part thereof furnished by the Contractor, is in such suit or proceedings held to constitute infringement, and its use is enjoined, the Contractor shall, at his option and at his own expense, either procure for the Owner, the right to continue use of said equipment or part thereof, or replace it with non-infringing equipment or modify it so that it becomes non-infringing.

33.2 Contractor hereby represents to the Owner that, as of the date of signing of the Contract, Contractor has received no notification of any rightful patent infringement claim which would prejudice the Owner's right to use or maintain the Works.

34.0 AMENDMENT TO THE CONTRACT

34.1 No modifications of the Contract shall be valid unless the same is agreed in writing by the parties hereto and issued as an amendment to the Contract.

34.2 In the event, the Lenders of the Project suggest any reasonable change in writing regarding the terms of the Contract, either prior to or after signing of the contract agreement, the same shall be acceptable to the Contractor (as and if applicable with respect to individual Company)

35.0 NO PARTNERSHIP OR AGENCY

Nothing in the Contract shall be deemed to constitute a joint venture or partnership between the Parties or constitute any Party the agent of any other Party for any purposes or entitle any Party to commit or bind any other Party (or any member of its respective group) in any manner to give rise to fiduciary duties by one party in favor of any other and the Parties acknowledge and agree that a principal to principal relationship exists between the parties

36.0 PAYMENT RECOVERY

36.1 For any payment recovery to be made by IMI-D in case of due payment and / or security deposit / Bank Guarantee(s) etc. being insufficient, Contractor shall pay the difference to the IMI-D within 15 days of such advice by IMI-D

For IMI- New Delhi

For Contractor

Witness

Witness