

ISRPL-PP-MP-004 GENERAL CONDITIONS OF CONTRACT

1. **GENERAL**
- 1.1 **'Owner'** means Indian Synthetic Rubber Private Limited(ISRPL), having its Registered Office at 10 th floor, Core 2, North Tower, Scope Minar, Laxminagar , Delhi 110092 and its plant at Panipat, Haryana and shall include its successors in office and assigns.
- 1.2 **Contract** shall mean the agreement between the parties as derived from the Contract Documents.
- 1.3 **'Contractor'** means individual, agency, firm or company or corporation whose tender has been accepted by Owner and includes the Contractors' legal representatives, his/its successor/successor in office and permitted assigns.
- 1.4 **"Contract Documents"** shall mean the contract document as defined in the Form of Contract.
- 1.5 **"Completion Certificate"** shall mean the Completion Certificate issued by the Engineer-in-Charge in accordance with the provisions hereof.
- 1.6 **Work/ Scope of Work/ Service/Scope of Services** shall mean the totality of the work, services and activities to be performed or undertaken and the totality of the responsibilities to be discharged as envisaged in the Contract.
- 1.7 **"Schedule of Rates" or "Price Schedule"** shall mean the Schedule of Rates or Price Schedule annexed to the Acceptance of Tender, and shall also include a lump sum price.
- 1.8 **Defect Liability Period** shall mean the defect liability period as specified in clause ...
- 1.9 **Total Contract Value** shall, upto calculation of the entire remuneration due to the Contractor in terms of the Contract on successful completion of the work, means the total Contract Value as specified in the Tender and after calculation of the entire remuneration due to Contractor under the Contract on successful completion of the Contract shall mean the totality of such remuneration.
- 1.10 **"Site"** shall mean the Project Site where the Work is to be executed under the contract including any other lands or places which is allotted or used for the purposes of the contract.
- 1.11 **'The Engineer/Engineer-in-charge/Officer-in-charge'** shall mean the person designated from time to time by Owner and shall include those who are expressly authorised by Owner to act for and on its behalf for operation of this Agreement.

- 1.12 'The Appointing Authority' shall mean the person designated by Owner as his authorized person.
 - 1.13 Party/ies means Owner or Contractor or Collectively Owner and Contractor .
- The Contractor to quote after making his own assessment of deployment of manpower, their wage-structure including various overheads and system prevalent and accordingly taking into account any future possible increase in the wages, benefits and other overhead expenses as prevalent. The rate shall remain firm and final till the completion of the Job/Contract period. The Contractor shall not be entitled to demand for escalation in rate.
2. **SECURITY DEPOSIT**
 - 2.1 The Contractor shall furnish Security Deposit in amount equivalent to 10% (ten percent) of the Total Contract Value. Such Security Deposit is to be held by the Owner as security for the due performance of the Contractor's obligations under the Contract and/or for the due payment of any amounts claimed by the Owner from the Contractor .
 - 2.2 The Security Deposit shall be made up of the Initial Security Deposit, and the retention monies equal to 10% (ten percent) of the total (gross) value of each bill, up to and until the recovery of full Security Deposit to the extent of 10% (ten percent) of the Total Contract Value is reached. In case executed work value exceeds the contract value, the security deposit would be 10% of the executed value.
 - 2.3 The Contractor shall, within 10 days of the receipt of Acceptance of Tender issued by the Owner, deposit initial Security Deposit in an amount equal to 2.5% of the total contract value as aforesaid, in one or more of the following modes, subject to the stipulations contained in the said Acceptance by the Owner:
 - a) By Demand Draft/ Pay Order drawn on a Banking Branch of a Nationalised/ Scheduled Bank payable to the Owner at the location where the office of the Owner is situated.
 - b) If the Earnest Money Deposit has been made in cash or by Demand Draft, the Contractor may be permitted to adjust the same towards part of the Initial Security Deposit and pay the balance in the manner stipulated above.
 - c) By Bank Guarantee(s) in the prescribed form as included in the Tender Documents, from a Scheduled Bank in India acceptable to the Owner, provided the amount covered by such Bank Guarantee is not less than Rs. 1,00,000. This Guarantee shall be valid upto a period of three months beyond the end of the Defects Liability Period.
 - 2.4 The Contractor may, at any time and from time to time, during the course of or after completion of the work, with the permission of the Owner, substitute his cash security deposit by way of retention money(ies) deducted from his bills and lying with the Owner, by Bank Guarantee(s) in the prescribed proforma from a Scheduled Bank in India acceptable to the Owner and withdraw the equivalent cash amount(s), provided the amount covered by any such Bank Guarantee is not less than Rs.1 lakh (Rupees One lakh only).
 - 2.5 If at any time during the course of the work, the gross value of the work, as reflected by the Running Bills submitted by the Contractor has in the opinion of the Owner (which shall

be final and binding on the Contractor), exceeded or is likely to exceed the Total Contract Value indicated in the acceptance of Tender, the Contractor shall be bound to pay further Security Deposit as will make up the total Security Deposit to 10% of the then anticipated Contract Value, failing which the Owner shall be at liberty to make such deductions towards Retention Money (ies) from the Contractor's Running Bills, and will, at all times, ensure that the Security Deposit does not fall below 10% of the gross value of the work, as reflected by the gross payments made to the Contractor, without taking into account any deductions. If the shortfall in Security Deposit is discovered after completion of the work, the shortfall shall be made good by the Contractor on demand from the Owner, failing which, it will be recovered from any money (ies) due to the Contractor from the Owner under this contract and / or any other contract with the Owner.

2.6 The Contractor shall from time to time at the request of the Owner suitably extend the validity of any Bank Guarantee (whether furnished by way of Initial Security Deposit or Security Deposit) or to secure any advance for such period (s) as may from time to time be required by the Owner failing which, without prejudice to any other right or remedy available to the Owner, the Owner shall be entitled to encash the Bank Guarantee.

2.7 The Earnest Money if deposited by the Contractor along with his tender shall, unless it has been adjusted in accordance with clause 3.3 (c) above, be refunded by the Owner, after the Initial Security Deposit or the full Security Deposit, as the case may be, has been deposited by the Contractor.

2.8 The Security Deposit shall be held by the Owner as security for the due performance of the Contractor's obligations under the Contract, provided that nothing herein stated shall make it incumbent upon the Owner to utilize the Security Deposit in preference to any other remedy which the Owner may have, nor shall be construed as confining the claims of the Owner against the Contractor to the quantum of the Security Deposit.

2.9 The Security Deposit including the Earnest Money/ Retention Money, and other withheld amounts from the Running Account Bill (s), if any, at any time remaining in the hands of the Owner, shall be free of any liability for payment of any interest to the Contractor.

2.10 In case Mobilisation Advance is paid to the Contractor, it shall be permissible for the Contractor to furnish a Composite Bank Guarantee to cover both Mobilization Advance as well as Retention Monies forming part of the Security Deposit, which shall be subject to the following conditions:

- a) The Composite Bank Guarantee will be for a value equivalent to the advance or 10% of the Total Contract Value, whichever is greater, and shall be kept valid upto 3 (three) months beyond the expiry of the Defects Liability Period.
- b) In addition, Security Deposit shall be payable as laid down in clauses 3.3 hereof
- c) Recoveries will be effected from each Running Account Bill @ 10% of the gross bill value, till the Mobilisation Advance is fully recovered.
- d) Initially, the composite Bank Guarantee will be entirely reckoned towards Mobilisation Advance and progressively, the portions of the Composite Bank Guarantee vacated by the recoveries effected towards the Mobilisation Advance, shall be reckoned towards Security Deposit such that after the Mobilisation Advance stands fully recovered with

interest accrued thereon, the entire composite Bank Guarantee shall be reckoned to cover the Security Deposit for the Work. The Initial Security Deposit furnished by the Contractor under (b) above shall be refunded/ returned after recovery of Mobilization Advance is effected from the R.A.Bills upto an aggregate amount equivalent to the Initial Security Deposit.

- e) All the other stipulations hereof in respect of Security Deposit.

3. LAND

Owner may at his discretion and convenience, if it has sufficient available land at its disposal, provide land to the Contractor near or about the job Site, for the construction of the Contractor's field office(s), godowns, workshops, assembly yard required for or in connection with the execution of the work(s). Such land shall be utilized by the Contractor only for the purpose of the contract and for the duration of the contract.

Any land provided by the Owner to the Contractor shall be strictly on a licensee basis, and shall not create any right, title or interest whatsoever in the Contractor herein or in respect thereof.

Owner reserves the right at any time during the pendency of the work to ask the Contractor to vacate the land or any part thereof on giving 7 (seven) days written notice to the Contractor in this behalf.

Forthwith on or before the expiry of such notice or within two weeks of the completion of the works or the earlier determination of the Contract, the Contractor shall remove all constructions, works, piping and other installations, whatsoever, not forming part of the contractual works put up or erected by the Contractor upon the land, and shall have the land cleared, leveled and dressed to the satisfaction of the Engineer-in-Charge.

4. POWER SUPPLY

As and when adequate power supply becomes available for the Site, the Owner may at its discretion provide supply of power to the Contractor for the work from the nearest sub-station, from which source the Contractor shall at his own cost and initiative make arrangement for temporary distribution of power to Contractor's work(s) at the Site.

All arrangements for the distribution of power from sources aforesaid and the work relative thereto shall be made/performed/installed in conformity with Indian Electricity Regulations, and shall be subject to prior approval of the Engineer-in-Charge.

The Contractor shall, at his own costs and initiative on completion or prior determination of the work or otherwise during execution of the work, if required by the Engineer-in-Charge because of hindrance caused thereby or for any other cause, forthwith remove or re-route the distribution lines/installations or other work(s) in respect thereof as the case may be, required to be removed/ re-routed.

The Owner shall recover from the Contractor for power consumed by the Contractor from Owner's source(s) of supply at the rate prescribed by the Owner in this behalf from time to time. The amount due to the Owner in respect of such power supplied shall without prejudice to any other mode of recovery to the Owner, be deductible from the Running Account/ Final Bill(s) of the Contractor and / or any monies due to the Contractor under this or any other Contract from time to time.

The Contractor shall provide at his own cost suitable electric meters approved by the Engineer-in-Charge for measurement of Power units consumed by the Contractor for determination of the payment due thereon to the Owner. Such meters shall be under the control and custody of the Owner.

In the event of failure or defect of meter(s), power charges shall be calculated on the consumption determined by the Engineer-in-Charge (whose decision shall be final both as regards the existence of a defect or failure, and as regard the power consumed).

The Owner may at any time without notice or specifying any cause suspend or discontinue power supply to the Contractor, and such suspension or discontinuance shall not entitle the Contractor to any compensation or damages nor shall constitute a basis for extension of time for completion.

Power supplied by the Owner to the Contractor shall be entirely at the risk of Contractor as to the continuity and regularity of supply, maintenance of voltage and adequacy of load without any warranty by or liability to the Owner in respect thereof and without entitlement to the Contractor on grounds of discontinuance, fluctuation of voltage or inadequacy of load or any other cause whatsoever to claim from Owner in respect thereof or consequences thereof.

5. WATER SUPPLY

In the event of the Owner having adequate source of water supply at the Site available for distribution, the Owner may at its discretion provide water to the Contractor for the work from the Owner's source of supply upon the Contractor at his own cost and initiative providing suitable pumping installations and pipe network for the conduct of water to and distribution to the Contractor's place of work.

Such installation, pipes and other equipment shall be laid out / installed by the Contractor only with the prior approval of the Engineer-in-Charge so as not to interfere with the layout and progress of the other construction work at the Site and access to or about the Job Site.

The Contractor shall forthwith on completion of the work or earlier determination of the contract or during the execution of the work(s), if so required by the Engineer-in-Charge, on ground of hindrance or obstruction caused thereby or other causes whatsoever at his own cost and initiative remove or re-route, as the case may be, any installations, pipes and / or other equipment or any part or portion thereof installed or erected by the Contractor for the conduction and/ or distribution of water, and fill any trenches, ditches or other excavations made by the Contractor for the purpose thereof and restore the Site to the same condition in which it was prior to the installation.

The Owner shall recover from the Contractor for water consumed by the Contractor from Owner's source of supply at the rate prescribed by the Owner in this behalf from time to time. The amount due to the Owner in respect thereof shall (without prejudice to any other mode of recovery available to other Owner) be deductible from the Running Account / Final Bill of the Contractor and / or payments due to the Contractor from time to time under this or any other contract.

The Contractor shall provide at his own cost and initiative suitable water meters approved by the Engineer-in-Charge for measurement of water units consumed by the Contractor for

determination of the payment due in this behalf to the Owner. Such meters shall be under the custody and control of the Owner.

In the event of failure or defect of meters, water charges shall be calculated on the consumption determined by the Engineer-in-Charge (whose decision shall be final both as regards the existence of a defect or failure and as regards the water consumed).

The Owner may without notice or specifying any cause suspend or discontinue water supply to the Contractor and such suspension or discontinuation shall not entitle the Contractor any compensation or damages or constitute a basis for extension of time for completion or other claim whatsoever.

Water supplied by the Owner to the Contractor shall be entirely at the risk of the Contractor as to the continuity and regularity of supply and maintenance and adequacy of pressure without any warrant by or liability to the Owner in respect thereof and without entitlement to the Contractor on grounds of discontinuance, irregularity, drop or rise in pressure or other cause whatsoever to claim from Owner in respect thereof or the consequences thereof.

6. CONDITIONS OF WORK

Work shall be carried on for a minimum of 48 (forty-eight) hours a week and 8 (eight) hours on any working day. If necessary, the Contractor shall work overtime or in two or more shifts in a day. Except as herein specifically provided to the contrary, the Contractor shall not be entitled to any extra compensation or remuneration for overtime or double or triple shift working, nor shall the Owner anywise be responsible for any idle time payments to Contractor's staff or for labour, equipment or machinery, howsoever occasioned, and the Contractor waives any and all contrary rights and claims.

Should it be necessary to work on Sunday and / or holiday, the Contractor shall so work without extra compensation, after obtaining prior approval from the Engineer-in-Charge or the Engineer-in-charge.

The execution of the work(s) shall entail working in all seasons including the monsoons. In so far as necessary, the Contractor shall maintain at each Job Site at all times such material, labour, pumps, equipment and machinery as may be required for the performance of the work during the monsoon or other rains and shall plan well in advance for the collection of material and equipment and the erection of such tarpaulins, sheds, wind breakers and / or other protection as shall or may be necessary for the work during the monsoon or other rains so that the rains or monsoon shall not hamper working.

The Contractor shall also arrange and bring to each Job Site such special equipment and machinery as may be necessary to enable work during the monsoon, and shall, at his own cost and initiative, arrange at all times for dewatering the Job Sites so as to keep the construction Site and areas to be worked upon, free of water.

The Contractor shall not be entitled to any extra compensation or remuneration for or relative to any work to be done in any season including during the monsoon, or for or relative to any special arrangements to be made and / or equipment or machinery to be brought to the Job Site(s) to enable such working.

7. Time for Completion

“TIME IS THE ESSENCE” of this Contract and the Contractor hereby agrees to commence the Work on the Commencement Date and to complete the entire work on or before the Completion Date.

Since the time is the essence, no dispute between the Owner and the Contractor shall in any manner entitle the Contractor to interrupt and or completely stop carrying out and completing the Works during any dispute resolution. The Contractor is aware and understands that any interruption and or stoppage in provision of the Works in turn may cause losses and damages to the Owner. The Contractor, therefore, agrees that it shall be solely liable for all losses and damages caused by such interruption and or stoppage for any reason whatsoever.

Within 7 days of the occurrence of any act, event or omission, which in the opinion of the Contractor is likely to lead to delay in the commencement or completion of the Work and is such as would entitle the Contractor to an extension of time, the Contractor shall inform in writing to the Owner of such act, event or omission and the date of commencement of such occurrence, the Owner may extend the time as they consider necessary, if they are of the opinion that such act, event or omission constitutes a ground for extension of time in terms of the Contract and that such act, event or omission has in fact resulted in insurmountable delay to the Contractor.

8. PRICE ADJUSTMENT FOR DELAY IN COMPLETION

The contractual price payable shall be subject to adjustment by way of discount, if the contractual works are finally completed, subsequent to the date of final completion specified in the work order.

If final completion of the works is not achieved by the last date of final completion of the works specified in the work order, the Owner shall be entitled to adjustment by way of discount in the price of the works and services @0.5% per week (or part thereof) of the total contract value. The reduction in the contract price by way of price discount shall in no event exceed 5% (five percent) of the Total Contract Value.

If the Owner notifies the Contractor of any non-compliance attributable to the Contractor, it shall immediately if so directed by the Owner, make all reasonable effort to correct such non-compliance.

9. Subcontracting and Assignments

The Contractor shall not subcontract the work or part thereof as specified under this Contract to a third party without obtaining Owner's prior written approval. If such approval is granted by the Owner, then the Contractor alongwith the sub-contractor will remain responsible for work for whole or in part, that has been sub-contracted and for compliance with the terms and conditions of this agreement.

Neither this Contract nor any rights or obligations contained in this Contract will be assignable directly or indirectly, in whole or in part, by Contractor without the prior written consent of

the Owner provided, however, Owner may assign this Contract in connection with a transfer of all or any part of Owner's business operations to any of Owner's subsidiaries or affiliates.

10. Independent Contractor

It is clearly understood and accepted by both the Parties that this Agreement and the contract between the Parties evidenced by it are on principal-to-principal basis and nothing herein contained shall be construed or understood as constituting either Party hereto to be the employee, agent or representative of the other, under any circumstances.

The Contractor is not authorized to make any representation, contract or commitment on behalf of the Owner without the prior written consent of the Owner.

11. Misconduct

If and whenever any of the Contractor's or sub- Contractor's agent's, sub-agent's, consultants or employees shall in the opinion of the Engineer-in-Charge (whose opinion in this behalf is final) be guilty of misconduct or be incompetent or insufficiently qualified or negligent in the performance of his duties, or if in the opinion of the Engineer-in-Charge (which shall be final) it is undesirable for any reason for such person to be employed in the work, the Contractor shall remove forthwith remove such person from employment. Any person so removed shall be immediately replaced at the expense of the Contractor by a qualified and competent substitute.

12. WORKMEN, MATERIAL & WORKMANSHIP

12.1 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the persons deployed for the works at Site and for the preservation of peace and the protection of persons and property in the neighborhood of work.

12.2 The Contractor shall provide necessary supervision during the execution of the works and as long thereafter as Owner may consider necessary for the proper fulfillment of the Contractor's obligations under the Agreement. The Contractor or his/its competent and authorized representative shall be constantly present at the work Site whole time for supervision. The Contractor shall authorize the supervisor or his/its authorized representative to receive directions and instructions from engineer-in-charge of Owner.

12.3 The Contractor shall provide and deploy on the Site for carrying out the works only those technicians/assistants who are skilled and experienced in their respective trades and those foremen and lending hands who are competent to give proper supervision to the work they are required to supervise. Further only those skilled, semi-skilled and unskilled workmen who are necessary for the proper and timely execution of the works shall be deployed at Site.

12.4 All materials and workmanship shall be of the highest quality and in accordance with the requirements of contract. All materials and workmanship shall be subject from time to time to tests, inspection which the engineer-in-charge may direct either at the place/agency of manufacture of fabrication or at the Site or at such other place or agency as may be required for execution of the works as per Agreement without any time and cost effect to Owner. The Contractor shall provide assistance, instruments, machines, labour and materials which are normally required for examining, measuring and testing any work and the quality, weight or quantity or any material used and shall supply samples of materials before incorporating in the work for testing.

12.5 The testing of all welders/other workmen as required by the Agreement specifications, shall be to the sole account of the Contractor.

12.6 The cost of conducting any and all tests provided for in the Agreement specifications and to meet the requirement of Agreement shall be borne by the Contractor.

12.7 Unless otherwise specified cost of all works/tests etc. as specified in contract are deemed to be included in the quoted price.

12.8 During the progress of the work Engineer-in-charge shall have the power to order the following:

- (a) The removal from Site of any materials, which are not in accordance with contract, and which are supplied by the Contractor. The materials shall be removed by the Contractor at his/its own expense.
- (b) The substitution by proper and suitable materials according to contract specifications.
- (c) The removal and rectifications of any work notwithstanding any previous test thereof of interim payment there for which in respect of materials or workmanship is not in accordance with Contract. If engineer-in-charge exercises any order in terms hereof the Contractor agrees and undertakes to carry out such order.

In case of default on part of the Contractor in carrying out an order in pursuant to above, Owner shall be entitled to deploy other person/agency to carry out such works and all expenses directly related thereto shall be recoverable from the Contractor by Owner.

13. INSPECTION

The Owner and the Engineer-in-charge shall have access and right to inspect the Works, or any part thereof, at all times and places during the progress of the Works. The inspection and supervision is for the purpose of assuring the Owner/ Engineer-in-charge that the plans and specifications are being properly executed and while Owner/ Engineer-in-charge will extend to the Contractor all desired assistance in interpreting the plans and specifications, such assistance shall not relieve the Contractor of any responsibility for the Work. Any Work which proves faulty shall be corrected by the Contractor without delay. The fact that Owner/ Engineer-in-charge have not pointed out faulty Work or Work which is not in accordance with

plans and specifications shall not relieve the Contractor from correcting such work as subsequently directed by Owner/ Engineer-in-Charge and such correction shall be carried out without additional compensation

14. Completion Certificate

After successful completion of all works envisaged in the contract and having cleared the job Site of all scaffolding, wiring, pipes, Contractor's labour, equipment & machinery, Site offices, quarters, other temporary works, structures etc. and leveling & dressing of the land to the satisfaction of the Engineer-in-Charge, the Contractor shall be entitled to apply to the Engineer-in-Charge, for a Completion Certificate in respect of the entire work or work at any job Site, as the case may be, upon submission of the following requisite documents:

- a. The Technical Documents according to which the work was carried out;
- b. Complete set of working drawings showing therein corrections and modifications (if any) made during the course of execution of the works, signed by the Engineer-in-Charge;
- c. Records of the final test as maintained jointly and signed by the representative of the Contractor and the Engineer-in-Charge.
- d. List of surplus/scrap materials, (out of the materials issued by the Owner) returned to the Owner's Store or otherwise disposed of, duly signed by the Engineer-in-Charge;
- e. Materials-at-Site accounting for Owner-supplied materials, signed by the Site Engineer;
- f. Discharge Certificate in respect of Owner-supplied equipment and machinery, signed by the Engineer-in-Charge and
- g. Declaration by the Contractor that he has duly cleared any and all of the dues payable by him to his Labour/ Piece rate workers (PRWs), Sub-Contractors, Suppliers, Vendors, Octroi / entry tax, Service Tax, Excise and Customs, Provident fund, ESI and royalties, if any.

If Engineer-in-Charge is satisfied of the completion of the work relative to which the Completion Certificate has been sought and of the completeness in all respects of the documents hereof, the Engineer-in-Charge shall, within 14 (fourteen) days of receipt of the application for Completion Certificate, issue a Completion Certificate in respect of the said work in the format prescribed by the Owner. The issue of a Completion Certificate shall be without prejudice to the Owner's rights and to the Contractor's liabilities under the Contract, including the Contractor's liability for the Defect Liability Period, nor shall the issue of a Completion Certificate in respect of the works or work at any job Site be construed as a waiver of any right or claim of the Owner in respect of work for which the Completion Certificate has been issued.

15. GUARANTEE & DEFECT LIABILITY PERIOD

15.1 The Contractor agrees to ensure that all materials, equipment and components used in execution of the works under this contract shall be new and unused (not reconditioned) and of recent manufacture which shall in no case be of a date of manufacture older than one year from the date of delivery. The Contractor shall guarantee that every work executed under this Agreement shall be free from all defects and faults in design and engineering materials with established and accepted standard for material and workmanship of the type ordered and in full conformity with design, drawings, specification if any.

15.2 The Defect Liability Period for the works (including the materials incorporated therein within the Contractor's scope of supply) shall unless otherwise specified be 12 (twelve) months from the date of issue of the Completion Certificate. The Works shall not be considered as completed until the Owner/ Engineer-in-Charge has given the Certificate of Completion and the Defects Liability Period shall commence from the date of such certificate. The Contractor shall, at his own cost and initiative, correct, repair and/or rectify any and all defect(s) and/or imperfections in the work performed and/or materials, components or other items incorporated therein within the Contractor's scope of supply as shall be discovered during the Defect Liability Period and in the event of the Contractor failing to do so, the Owner and Engineer-in-Charge shall be entitled (without prejudice to any other right or remedy of the Owner) to remove the rejected / defective works, structure, material, item or component and to re-perform, replace reinstall and / or re-erect, as the case may be, the same by itself or through other agency(ies) or Contractor(s) at the risks and costs of the Contractor in all respects, and recover the costs incurred by the Owner in this behalf together with a supervision charge of 15% (fifteen percent) thereon admissible to the Owner, and the Owner shall be entitled (without prejudice to any other mode of recovery) to deduct the same from the Running Account / Final Bill(s) of the Contractor or any monies becoming due to the Contractor from time to time under this or any other Contract.

The decision of the Engineer-in-Charge on whether the works, structure, material, item or component is/are defective and/or is/are required to be removed and/or re-performed replaced, re-installed and/or re-erected, as the case may be, and as the costs incurred by the Owner in this behalf, shall be final and binding upon the Contractor.

16. FINAL BILL

On the basis of the Final Measurements entered in the Measurement Books/Sheets (the measurements decided by the Engineer-in-Charge upon any objection and/or mode of measurement decided by the Engineer-in-Charge upon any objection being the measurement to be adopted in such event), the Contractor shall prepare within 30 days from the completion of the job and submit to the Engineer-in-charge a Final Bill in the prescribed form with reference to the total work covered by the Contract. Such Bill is to be drawn up by applying the applicable rate(s) specified in the Schedule of Rates to the relative measured quantity(ies). Final Bill shall also include the reconciliation or accounting of all materials supplied by or on behalf of the Owner as free issue material or otherwise.

If there is any difference or disputes between the Contractor and the Owner as to the item(s) of the Schedule of Rates applicable to any particular supply, work or operation, the decision of the Engineer-in-charge on the applicable item(s) of the Schedule of Rates shall be final and binding upon the Contractor. The Contractor shall amend the Final Bill to apply the applicable item(s) of the Schedule of Rates and/or rate(s) as determined by the Engineer-in-charge.

The Final Bill drawn in accordance with the provisions hereof shall be submitted to the Engineer-in-charge for certification in quintuplicate (or in such other number of copies as may be prescribed), accompanied by the Completion Certificate relating to the works.

The Engineer-in-Charge shall within 30 days of the receipt of the Final Bill drawn in accordance with the provisions hereof proceed to check, correct and certify the Final Bill and shall forward the corrected and certified Final Bill for scrutiny and payment together with the Completion Certificate.

All monies payable under the Contract shall become due to the Contractor only after submission of the certified Final Bill accompanied by the Completion Certificate in respect of the works. Payment of the amount(s) due on the certified Final Bill to the extent admitted by the Owner shall be made within 60 (Sixty) days from the date of its certification by the Engineer-in-charge.

The final bill by Contractor shall have the following documents attached in addition to the running accounts bills:

- i. A deviation statement showing the quantity and cost of each item of work executed as compared to the estimated quantities and amount of the contract giving reasons for excesses and savings.
- ii. A completion certificate stating that the work has been completed in all respects strictly according to the specifications given in the tender documents.
- iii. A certificate from the Contractor that he has no further claims than those given in the final bill and that he accepts the payment in full and final settlement of all his claims.
- iv. A material appropriation statement indicating the details of issue voucher reference numbers, quantity issued, quantity utilized and returned along with material return voucher number and the amount chargeable to the Contractor for non-return/ excess consumption of materials in accordance with the terms of the contract.
- v. A certificate from Officer-in-Charge of Security that all the gate passes issued to Contractor for staff/ labour has been returned.
- vi. An undertaking by the Contractor that he has discharged all his obligation under abolition of Contract Labour Act and indemnify the owner of any demand against the Owner on his account.
- vii. A certificate from F&S Dept for having returned all safety appliances issued to the Contractor

17. CLAIMS

17.1 Should the Contractor consider that he is entitled to any extra payment or compensation in respect of the works over and above the amounts due in terms of the Contract or should the Contractor dispute the validity of any deductions made by the Owner from any Running

Account Bills, the Contractor shall forthwith give notice in writing of his claim in this behalf to the Engineer-in-Charge within 10 (ten) days from the date of the issue of orders or instructions relative to any works for which the Contractor claims such additional payment or compensation or of the happening of other event upon which the Contractor bases such claim, and such notice shall give full particulars of the nature of such claim, grounds on which it is based, and the amount claimed. The Owner shall not otherwise be liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to the Engineer-in-charge and the Site-Engineer in the manner and within the time aforesaid and the Contractor shall be deemed to have waived any and all claims and all his rights in respect of any claim not notified to the Engineer-in-Charge in writing in the manner and within the time aforesaid.

17.2 The Engineer-in-Charge shall be under no obligation to reply to any notice of claim given or claim made by the Contractor within the provisions aforesaid or otherwise or to reject the same and no omission or failure on the part of the Engineer-in-Charge to reject any claim made or notified by the Contractor or delay in dealing therewith shall be deemed to be an admission by the Owner of the validity of such claim or waiver by the Owner of any of its rights in respect thereof, with the intent that all such claims otherwise valid shall be dealt with/considered by the Owner at the time of submission of the Final Bill.

17.3 Any claims of the Contractor notified in accordance with the provision hereof as shall remain at the time of preparation of Final Bill by the Contractor shall be separately included in the Final Bill prepared by the Contractor in the form of a Statement of Claims attached thereto, giving particulars of the nature of the claim, grounds on which it is based, and the amount claimed and shall be supported by a copy(ies) of the notice(s) sent in respect thereof by the Contractor to the Engineer-in-Charge.

17.4 The Owner shall not anyways be liable in respect of any notified claim not specifically reflected in the Final Bill and all notified claims not specifically reflected and included in the Final Bill in accordance with the provisions as stated under the provision of Final Bill and shall be deemed to have been waived by the Contractor. Further the Owner shall have no liability in respect thereof and the Contractor shall not be entitled to raise or include in the Final Bill any claim(s) other than a notified claim conforming in all respects and in accordance with the provisions of Clause 18.3.

17.5 No claim(s) shall on any account be made by the Contractor after the Final Bill, with the intent the Final Bill prepared by the Contractor shall reflect any and all notified claims whatsoever of the Contractor against the Owner arising out of or in connection with the Contractor or work performed by the Contractor thereunder or in relation thereto, and the Contractor shall notwithstanding any enabling provision under any law or Contract and notwithstanding any right of claim in quantum merit that the Contractor could have in respect thereof, be deemed to have waived any and all such claims not included in the Final Bill and to have absolved and discharged the Owner from and against the same, even if in not including the same as aforesaid, the Contractor shall have acted under a mistake of law or fact.

17.6 The payment of any sum on account to the Contractor during the performance of any work or item of work in respect of which a claim has been notified by the Contractor in terms of Clause 16.12 hereof or the making or negotiation of any interim arrangements in respect of

the performance of such work or item of work by the Owner, shall not be deemed to be an acceptance of the related claim by the Owner, or any part or portion thereof with the intent that any such payment shall constitute merely an interim facility or interim assistance to the Contractor, and not an obligation upon the Owner.

18. Final Certificate

18.1 After the expiry of the defect liability period as stated herein and after all the liabilities of the Contractor in respect of the Contract have been satisfied, the Owner or the Engineer-in-Charge, shall on the application of the Contractor, issue a Final Certificate to the Contractor, certifying that the Contractor has performed all the obligations in respect of the defects liability period as stated in clause 13 hereof.

18.2 Upon application of the Final Certificate, the Contractor shall be deemed to have warranted that it/ he has fully paid and satisfied all claims for work, labour, materials, supplies, equipment and all other liabilities whatsoever touching or affecting the Contract, and to have undertaken to indemnify or keep indemnified the Owner from and against all claims, demands, debts, liens, obligations and liabilities whatsoever arising therefrom or relating thereto and upon issue of the Final Certificate, the Contractor shall be deemed to have released, acquitted and discharged the Owner from and against all claims (known or unknown), liens, demands or causes of action affecting the same and to have undertaken to indemnify and keep indemnified the Owner from and against the same.

18.3 Within 15 days of Application made by the Contractor in this behalf accompanied by the Final Certificate, or within 15 days of the passing of the Contractor's Final Bill by the owner, whichever shall be later, the Owner shall pay/ refund to the Contractor the unadjusted balance (if any) to the Security Deposit for the time being remaining in the hands of the Owner, and upon such payment/ refund, the Owner shall stand discharged of all obligations and liabilities to the Contractor under the Contract.

No Dues Certificate

The No Dues Certificate to be given by the Engineer-in-Charge on behalf of the Owner within 45 days of issuance of the Final Completion Certificate shall be considered as approval of the Owner for due performance of the entire contract upon.

19. PAYMENT OF BILLS

The Contractor shall prepare a bill in duplicate every month along with relevant work completion certificate from Officer-in-charge/Engineer-in-charge. The certified bill along with completion completion certificate shall be submitted to Head-Finance/Site Accounts

The payment to the Contractor shall be made by Cross Cheque (Account Payee)/ by RTGS system against bill duly certified by the Officer-in-charge/Engineer-in-charge. For this purpose, the CONTRACTOR shall submit bank details, cancelled cheque, PAN card and any other information required by Owner.

Taxes will be deducted from progressive bills as per rules and regulation in force for taxes applicable from time to time like Income tax, WCT etc.

20. TAXES

The Contractor shall accept and bear full and exclusive liability for payment of any and all taxes now or hereafter imposed, increased or modified from time to time in respect of the work contracted and all unemployment compensation, contribution to provident fund (both employers and employees share), insurance and old age pensions or annuities, ESI and other law or regulation now or hereafter imposed by any Central or State Government or Authority in respect to wages, salaries or other compensation paid to persons employed by the Contractor and hereby undertake to indemnify and keep indemnified the Owner, its directors, officers and employees from and against the same and all claims, actions, demands, and payments whatsoever against the Owner howsoever arising therefrom or in connection therewith.

SALES TAX / VAT REGISTRATION

Sales Tax/ VAT registration must be in the name of the Contractor for the work. In the absence of the above registration or any exemption certificate, sales tax on works Contract as per the applicable law shall be deducted from the bills.

21. MODVAT/CENVAT

All relevant documents pertaining to MODVAT / CENVAT , as applicable shall be passed on to the owner for claiming the benefit. Owner excise details are indicated in Owner letterhead for reference. Order shall indicate the tariff no. etc. for the materials, if applicable, for which MODVAT/CENVAT benefit can be claimed by the owner failing which the Owner shall be entitled to recover the amount equivalent to MODVAT/CENVAT benefit from the Contractor's bill or any other amount due to them.

22. TERMINATION FOR DEFAULT

Notwithstanding any other provisions in the Agreement, the Contractor shall be considered in default of its Contractual obligation under the Agreement if it- (1) performs work which fails to conform to the requirements of the Contract, (2) fails to make progress which may endanger performance of the Contract, (3) abandons or refuses to proceed with the whole or part of the work including modifications directed by Owner or fails to fulfill any of the terms of the Contract (4) Fails to deposit the Initial Security Deposit within the specified time frame(5) Fails to furnish or enhance the value of the Bank Guarantee within the time stipulated, as required by the Owner under the terms of the Contract (6) Is negligent in carrying out the Works or the Work is found to be unsatisfactory by the Engineer-in-charge or the Owner, (7) Fails to commence Work at the Site in accordance with the time prescribed in this behalf in the progress schedule. (8) fails to provide adequate assurance of Contractor's future performance in accordance with the terms and conditions of the Agreement within the time specified and

referred to in this Agreement (9) the Contractor misconducts himself in any manner (10) In case the Contractor is incapable of carrying out the work under the contract for any reason, whatsoever (11) In case the Contractor sub-contracts the whole or part of the work under the contract in contravention of the provisions of Clause 10 hereof (12) Dissolution of the Contractor (if a firm) or commencement of liquidation or winding up of the Contractor (if a company) or appointment of the receiver of the Contractors assets and/or insolvency of the Contractor.

Upon the occurrence of any of the foregoing, Owner shall notify Contractor in writing of the nature of the failure and require Contractor to remedy the same forthwith. If the Contractor does not rectify such failure within 7 (seven) calendar days from receipt of notice or such period as may be mutually agreed, Owner may by written notice to the Contractor terminate whole or part of the contract. Owner may take possession of and utilize any materials, plant, tools, equipment and property of any kind furnished by Contractor necessary to complete the work.

Upon termination of the contract for the reasons indicated above, the Owner shall be entitled to carry on the work at the risk and expense of the Contractor through itself or an independent Contractor for the balance period of the contract and recover from the Contractor in addition to any other amount, compensation or damage that Owner is entitled under the contract, the difference between the amount as would have been payable to the Contractor and the amount actually spent by Owner for the completion of the entire work. The amount of compensation or damage as may be determined by Owner shall be conclusive, final and binding upon the Contractor.

Upon termination for default, the Contractor shall (a) immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or sub-contract(s) to the extent that they relate to the performance of the terminated work (b) turn over to Owner all materials, plant, tools, equipment and property furnished by Contractor or provided by Owner for performance of the terminated work (c) cooperate with Owner on the transfer of information and disposition of work in progress so as to mitigate damages (d) comply with other reasonable requests from Owner regarding the terminated work.

23. OPTIONAL TERMINATION

23.1 Owner may, at its option, terminate for convenience any of the work under the contract in whole or from time to time, in part, at any time by written notice to Contractor. Such notice shall specify the extent to which the performance of the work is terminated and the effective date of such termination. Upon receipt of such notice Contractor shall (a) immediately discontinue the work on the date and to the extent specified in the notice and place no further orders or sub-contract(s) for materials, services, or factories, other than as may be required for completion of such portion of the Work that is not terminated (b) assist Owner in the maintenance, protection and disposition of work in progress, plant, tools, equipment, property and materials acquired by Contractor or furnished by Owner under the contract and (c) complete performance of such portion of the work which is not terminated.

23.2 Upon such termination, Contractor shall waive any claims for damages on account thereof, but as the sole right and remedy of Contractor, Owner shall pay in accordance with the following:

- (a) All amounts due and not previously paid to Contractor for work completed in accordance with the Agreement prior to such notice of termination and for work thereafter completed as specified in such notice; and
- (b) Reasonable costs incurred on demobilization and the disposition of residual material, equipment and termination of work under sub-contract or purchase orders (including cancellation charges).

23.3 Contractor shall submit within thirty (30) calendar days after receipt of notice of termination, a proposal for an adjustment to the contract price and/or Schedule including all incurred costs described herein. Owner shall review, analyse, and verify such proposal, and negotiate an equitable adjustment, and the contract shall be amended in writing accordingly.

24. Government Regulations

The Contractor shall comply with and ensure strict compliance by his/its sub-contractors and agents of all applicable Central, State, Municipal and local laws and regulations and under takes to indemnify the Owner, its directors, officers and employees from and against all levies, damages, penalties, any payment whatsoever as may be imposed by reason of any such breach or violation of any law, ordinance, rule or regulation, or order / direction of any statutory /judicial authority and against all actions, proceedings, claims and demands arising therefrom and/or relative thereto.

25. Labour Laws and Regulations

The Contractor shall be responsible for strict compliance and shall ensure strict compliance by its sub- Contractors, servants and agents of all laws, rules or regulations having the force of law affecting the relationship of employer and employee between the Contractor/ sub-Contractors and their respective employees and/ or otherwise concerning labour, social welfare and provident fund, pension, gratuity, and other benefits to employees. Without prejudice to the generality of this provision, the Contractor shall comply with and ensure that his sub-Contractors and other agencies employed by him comply with the provisions of the Payment of Wages Act 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961, . Contract Labour (Abolition and Regulation) Act, 1970, Payment of Bonus Act, Gratuity Act, Factories Act and the Employees Provident Fund and Miscellaneous Provision Act 1952 as amended from time to time and all rules, regulations and schemes framed thereunder from time to time.

The Contractor and sub-Contractor of the Contractor shall obtain from authorities designated in this behalf under any applicable law, rule or regulation (including but not limited to) the Factories Act and Labour (Abolition and Regulation) Act, 1970 (in so far as applicable) any al all such licence (s), consent(s), registration (s), and/or other authorization(s) as shall from time to time be or become necessary for or relative to the

execution of the work or any part or portion thereof or the storage or supply of any material (s) or otherwise in connection with the performance of the Contract and shall at all times observe and ensure due observance by the sub-Contractors, servants and agents of all terms and conditions of the said license(s), consent(s), regulation(s) and other authorization(s) and laws, rules and regulations applicable thereto. Without prejudice to the generality of the provision, the Contractor shall obtain and ensure that his sub-Contractors and other agencies employed by him on the Work , obtain a valid Licence under the Contract (Labour and Regulation) Act, 1970 and shall duly and faithfully observe and comply with the provision of the Contract Labour (Regulation and Abolition) Rules 1971 and other Central and State Rules as amended from time to time and applicable to the work, and shall duly, promptly and faithfully maintain and/or cause to be maintained all records and facilities required to be maintained and/or provided in terms thereof or any licence granted thereunder.

The Owner shall be entitled at all times to carry out any check(s) or inspection (s) of the Contractor's facilities, records and accounts to ensure that the provisions aforesaid are being observed by the Contractor and the sub-Contractors and that the workmen are not denied the rights and benefits to which they are entitled under such provisions. Any violation shall, without prejudice to any other rights or remedies available to the Owner , constitute a ground for termination of the Contract.

Nothing in the Contract Documents stated shall constitute any workman/ employee of the Contractor or any sub-Contractor as or to be a workman/ employee of the Owner, or place obligation or liability in respect of any such workman/ employee upon the Owner .

The Contractor shall not employ in connection with the Work, any person below the age of 18 years.

The Contractor shall indemnify and keep indemnified the Owner from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any of the provisions hereof and/or against any claim, action or demand by any workman/ employee of the Contractor or any sub-Contractor and/or from any liability anyway to any sub-Contractor under any law, rules or regulation having force of law including (but not limited to) claims against the Owner under Workmen's Compensation Act, 1923, the Employees Provident Funds and Miscellaneous Provisions Act, 1952, The Employees State Insurance Act, 1948 and/ or the Contract Labour (Regulation and Abolition) Act, 1970.

26. OBLIGATION OF THE Contractor

The Contractor shall comply with the provisions of the Employees' Provident Fund & Miscellaneous Provisions Act, 1952, Employees' State Insurance Act, 1948, Payment of Wages Act 1936, Minimum Wages Act, 1948. Employers' Liability Act, 1938, Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and Contract Labour (Regulation and Abolition) Act, 1970, Employment of Children Act, 1938 and rules framed under the respective Acts and or/such other Acts or Laws, Regulations passed by

the Central, State, Municipal and Local Government Agency or competent authority from time to time in this regard.

The Contractor shall furnish to Owner copies of valid labour licenses, registration certificates, PF and ESI registration certificates and any other statutory registration certificates that may be required for the purpose of this Contract.

The Contractor shall not pay to his employees less than the minimum wages as are applicable under the law for the time being in force per day as may be prescribed by the State Government or upon any settlement from time to time and shall also be liable to pay at such rate(s) in case of any increase of minimum wages during the Contractual period through enactment of law by Government or bipartite agreement between the Contractor and workmen.

The Contractor shall also be responsible for the proper maintenance of registers, records and accounts for compliance of all statutory provisions/obligations. The Contractor shall be responsible for maintaining records pertaining to payment of wages etc. payable to the employees of the Contractor and also for depositing the ESI, P.F. Contributions with the concerned authorities. For this purpose, the Contractor shall at the end of every month/quarter/annually furnish a certificate / Returns together with inspection report, if any to Owner confirming reduction and deposit of Provident Fund (both employer's and employees' contribution), ESI and other statutory dues in discharge of its obligations as the Principal Employer together with copies of Wage Register. Further, the Contractor shall be responsible for deposit of the PF / ESI deducted from its employees with the PF authorities which shall be deposited under the Contractor's PF / ESI code number allotted by the authorities. A copy of the said challan shall be furnished by the Contractor to Owner at the end of each month positively. PF & ESI Inspection Reports pertaining to the previous Financial Year to be submitted within 3 months from the close of the Financial Year.

The Contractor shall be responsible for all the claims of his/its employees and the employee of the Contractor shall not claim whatsoever against Owner, nor Owner shall be liable and/or responsible to pay any additional amounts on any account whatsoever. Price once quoted or agreed to shall remain firm till the entire period of execution of contract and there should not be any scope for variation of the price/unless agreed between the parties in writing.

The Contractor shall be solely responsible for settling/resolving any dispute/claim of his/its workmen during the pendency of the Contract. In no circumstances any liability on this account shall accrue on Owner.

The Contractor shall comply all the relevant provisions of ESI Act/Scheme with regard to this Agreement. The Contractor shall further fulfill other obligations/requirements of the Act/Scheme for proper compliance as may be directed by ESI Authorities or Owner from time to time.

The Contractor shall obtain necessary labour license from the Licensing Authority under the Contract Labour (Regulation and Abolition) Act, 1970 and shall produce the same to Owner before the start of the job and shall also comply with all obligations under the said Act/Rules.

The Engineer-in-charge of Owner shall, on a report having been made by an inspecting officer as defined in Contract Labour (Regulation and Abolition) Act, 1970, have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by any worker by reason of non-fulfillment by the Contractor of any of the conditions of the contract for the benefit of workers, non-payment of wages or of deductions made from his or their wages which are not justified by the terms of the Contractor non-observance of the said regulations.

If Owner is not satisfied with the conduct etc. of any of the employees including supervisory staff of the Contractor, the Contractor will have to replace the person concerned as per advice of Owner. Owner reserves the right to verify the antecedents, and/or reject any of the Contractor's employees at the sole discretion of Owner, not to allow entry to any of such employees of the Contractor. During course of operation, if any operator is found unsuitable, the Contractor will have to remove him from the job immediately.

27. Monthly Statutory Documents related to PF & ESI

- PF & ESI Challans

Monthly copies of challans alongwith the list of the contract labourers in whose name the amount of Provident Fund/ESI has been deposited with the authorities (of the previous month) to be attached with the monthly bills. Eg. Copy of PF Challan and ESI Challan for the month of e.g September must be attached with the bills for the services rendered in October (that would be submitted in November). The Contractor ensures and undertakes to furnish the challans of PF & ESI submitted by it to the concerned authorities, to the Owner on monthly basis .

- Wages Register

Copies of the Wages Register must be attached with the monthly bills. The Wages Register must correspond to the period of copies of PF & ESI Challans. The wages of the personnel deployed by the Contractor must be disbursed in the presence of the Principal Employer in the scheduled format.

- Return Of Contributions

The copies of ESI Return of Contributions need to be submitted in December & June every year. The copies of PF Return Of Contributions need to be submitted in June every year.

- Inspection Reports

Copies of the PF & ESI Inspection Reports need to be submitted along with the bills for the month of June every year or at the end of the Contract whichever is earlier.

- Half Yearly Return Under Contract Labour (R&A) Act

Copies of Form XXIV mentioned under Contract Labour (R&A) Act, need to be submitted along with the bills for services rendered in January and July every year.

- Other Documents

Other documents that may be required to be produced would be communicated from time to time based on Statutory requirements subject to subsequent amendments.

28. Cancellation of Contract

The Owner shall be entitled at any time at his discretion to cancel the contract by giving a written notice of thirty (30) days to the Contractor, if, in the opinion of the Owner, the cessation of the work becomes necessary owing to any cause whatsoever, and a notice in writing from the Owner to the Contractor of such cancellation and the reasons therefor shall be conclusive proof of such cancellation and the reasons therefor.

Upon cancellation of the Contract, the Engineer-in-Charge may require the Contractor:

- i. To perform to completion or to any other intermediary stage of completion to the satisfaction of the Engineer-in-Charge any work(s) already commenced by the Contractor and
- ii. To protect such steps as are considered necessary by the Engineer-in-Charge for properly protecting and securing the works performed by the Contractor, to the satisfaction of the Engineer-in-Charge.

And the Contractor shall act accordingly and the same shall be deemed to be included within the Contractor's scope of work

Upon receipt of a notice as specified in the clause stated above, the Contractor shall, unless the notice otherwise requires:

- i. Immediately discontinue work and/or supply the date and to the extent specified in the notice
- ii. Not place any further orders or sub-Contracts for materials, services or facilities other than as may be necessary or required for completing or performing such portion of the work (s) or supplies which the Contractor is required to complete or perform.
- iii. Promptly make every reasonable effort to obtain cancellation or fulfillment, as the case may be, at the option of the Engineer-in-Charge/ Owner of all orders and sub-Contractors to the extent they relate to the performance of the work(s) or supplies cancelled
- iv. Assist the Engineer-in-Charge/ Owner as specifically requested in writing by the Engineer-in-Charge/ Owner in the maintenance, protection and disposition of property /works acquired by the Owner pursuant to the Contract.

29. CHANGE ORDER

The Owner shall have the power by written notice to the Contractor at any time prior to or in the course of the execution of works or any part thereof to alter or amend the specifications, orders and/ or instructions or any of them by addition, omission, substitution or otherwise howsoever with or without altering or amending the plans, drawings and/ or designs and the Contractor shall carry out the related work in accordance with such altered specifications, orders, instructions,

plans, drawings and/ or designs as the case may be, on the same terms and conditions in all respects, subject to the following conditions:

If such alteration or amendment shall, in the opinion of the Contractor, necessitate an extension in the time for completion, the provision of Clause 7 hereof and related clauses with regard to the extension of time, shall apply.

(a) If such alteration or amendment shall, in the opinion of the Owner (whose opinion in this behalf shall be final and binding upon the Contractor), necessitate the performance of any work not covered by the Schedule of Rates, the remuneration for such work or portion or item thereof not covered by the Schedule of Rates shall be determined in the following manner:

(i) If it is possible to derive the rate(s) for such work or items of work from any of the items of material and/ or work covered in the Schedule of Rate(s), the rate(s) for the relative works/ items shall be the rate(s) arrived at on the basis of such derivation. The opinion of the Owner as to whether or not the relative rates can be derived from the rates for the items of material and/ or work included in the Schedule of Rates and the consequent derivation of rate(s) on basis thereof shall be final and binding upon the Contractor.

(ii) If, in the opinion of the Engineer-in-Charge, the relative rate(s) shall not be derivable within the provisions of paragraph (i) hereof above, the relative rate(s) shall be the rate(s) for the work or items of work settled as follows:

An analysis of the rate for the completed work or items shall be prepared by taking (if and so far as applicable):

- A) Issue rate(s) for materials supplied by the Owner, if applicable;
 - B) Materials supplied by the Contractor and incorporated in the permanent works at the rate(s) (if any) for material specified in the relevant Schedule forming part of the Contract; and
 - C) Labour cost at rate(s) for labour, if any, specified in the relevant Schedule forming part of the Contract.
- (iii) The opinion of the Engineer-in-Charge as to the quantity of material and/ or labour involved shall be final and binding on the Contractor.
- (iv) In the event of any item of material or labour involved not being covered by the relevant schedule forming part of the Contract for the purpose of determining the rates in terms of items (B) and/ or (C) of paragraph (i) above, market rates shall be taken into account for such items of materials and labour as are not covered by the relevant schedules forming part of the contract and there shall be added thereto 15% (fifteen percent) to cover Contractor's supervision, overheads and profits. For the purpose of clarification, it is stated that 15% (fifteen percent) addition shall apply only for any item not covered by the relevant schedule of the Contract.
- (v) The opinion of the Engineer-in-Charge as to whether or not any particular item(s) of material(s) or labour involved is covered by the relevant Schedule(s) and if not as to the market rate(s) thereof shall be final and binding upon the Contractor.

(b) If any alteration, amendment or modification shall, in the opinion of the Engineer-in-charge (whose opinion in this behalf shall be final and binding upon the Contractor) result in a reduction or increase or change in the work or supply covered by the lump sum Price so as to render unreasonable the lump sum Price, the Owner and the Contractor shall negotiate a suitable increase or reduction, as the case may be, in the lump sum Price, and failing agreement on a negotiated rate for the item by appropriate reduction/increase, as the case may be, the Engineer-in-Charge shall fix the reduction or increase as he considers reasonable in the circumstances to the price, the price shall be deemed to be accordingly amended to the extent applicable to the work covered by the alteration or amendment.

Pending finalization in respect of the revised rate of any item in the Price Schedule or increase/reduction in the price pursuant to the provisions of sub clause (a) hereof, the Contractor shall continue and be bound to continue and perform the works and/or make the supply to completion in all respects according to the contract (unless the contract or works be determined by the Owner) and the Contractor shall be liable and bound in all respects under the contract.

The rate(s) for any work determined in accordance with the provisions of sub clause (a) above shall for the purpose of the Contract with respect of the work or items of work or supply affected by such amendment, alteration or modification be deemed to be rate(s) for such work or item(s) of work within the Schedule of Rates, or the lump sum Price, as the case may be.

The Contractor shall not be entitled to any compensation in addition to the payment for the work actually performed by the Contractor calculated on the basis of the Schedule of Rate(s) or lump sum Price or as provided for in sub clause (a) hereof, as the case may be, as a result of any amendment or variation in the specification, orders, instructions, plans, designs or drawings.

A change order will be initiated only in case

(1) Owner directs in writing the Contractor to include any addition to the work covered under this Contract or delete any part of the work under the Contract.

(2) Contractor requests to delete any part of the work which will not adversely affect the operational capabilities of the facilities and if the deletions proposed are agreed to by Owner and for which cost and time benefit shall be passed on to Owner.

(3) Owner directs in writing the Contractor to incorporate changes or additions to the design criteria requirements already covered in the Contract.

If the Contract provides applicable rates for the valuation of variation in question the contract price shall be increased or decreased in accordance with those rates. If parties agree that the contract does not contain applicable rates or that said rates are not precisely applicable to the variation in question then the change in cost caused by variation will be mutually agreed.

The Owner will have the option to increase or decrease the quantities of the material to be supplied by the Contractor as mentioned in the contract by 25%.

30. SAFETY AND ENVIRONMENTAL MANAGEMENT SYSTEM

Safety, Fire & security Regulations:

The Contractor and his personnel should get themselves acquainted with the safety rules of Owner as amended from time to time.

The safety, fire and security regulation has been detailed out in Annexure - I of this document.

31. Contractor's Responsibilities

The Contractor shall be responsible for compliance with all applicable laws of Central, State, Municipal and local Governmental Agency or Authority. The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes, duties, including excise duty, octroi, etc. now or hereafter imposed, increased, modified, all the sales tax, duties, octroi, etc. now in force and hereafter increased, imposed, or modified from time to time in respect of works and materials and all contributions and taxes for employment compensation, insurance and old age pensions or annuities now or hereafter imposed by Central or State authorities which are imposed with respect to or covered by the wages, salaries or other compensation paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance of all sub-Contractors with all applicable laws, by-laws and regulation and requirement of Central, State, Municipal, Local Law.

Where it is necessary for employees or representatives of Contractor to go upon the premises of the Site, the Contractor agrees to assume full responsibility for the proper conduct of such employees & representatives, while on said premises & to comply with all applicable Workmen's Compensation Laws, other applicable Government Regulations & Ordinances & all Plant Rules & Regulations, particularly as to Health, Safety and Environment.

32. INDEMNIFICATION

The Contractor shall defend, indemnify and hold the Owner harmless from any actions, suits, claims costs, liability or penalty which may be imposed by the Central, State or local Authorities by reason of any violation by Contractor of such laws, regulations or requirements and also from all claims suits or proceedings that may be brought against the Owner, its officers, Employee and agents arising under or incidental to or by reason of work provided for by this contract. Whether brought by employees of the Contractor or by third parties or by Central or State Government Authority or any political Sub-Division thereof. Such indemnity has to be furnished/executed on a non-judicial stamp paper. The cost of such stamp paper/demo paper shall be borne by the Contractor.

33. INSURANCE

Before commencing the execution of work, the Contractor without restricting in any manner any other provision pertaining to his obligation, liability or responsibility shall take out and keep in force, at his expense, various insurance policies specified herein for the benefit of and in the joint names of Owner and the Contractor against all risks.

- a. From the commencement of the work until the date of issue of certificate of completion/acceptance, loss or damage occurring prior to the date of issue of certificate of completion and acceptance and for any loss or damage occasioned by the Contractor in the course of any activities carried out by it/him.
- b. During the guarantee period against any loss or damage arising from Contractor not complying with the obligations under the Contract for loss or damage in respect of the works completed by the Contractor prior to the commencement of the guarantee period.

The Contractor shall take out and keep in force adequate insurance to cover all risks under

- (a) Workman's compensation insurance policy for his/its personnel deputed to work under the contract
- (b) In respect of his/its own as well as hired equipment, tools, materials, transportation and operational facilities
- (c) Group personnel accident policy and
- (d) Third party liability covering bodily injury or death suffered by third parties and loss or damage to property occurring in connection with execution of work.

Owner will have no liability whatsoever in this regard. The insurance policy must include the following clause, "The insurer hereby waive their rights of subrogation against Owner or any of their employees or their subsidiaries, associates, affiliates or assignees".

The Contractor shall suitably insure his/its equipment and other things needed for installation brought to the Site against the risk of removal of wreck under statute. Such policy/cover should be extended to include removal of wreck/debris in the event Owner requires Contractor to do so. Any liability specified by such policy shall not relieve the Contractor from any enhanced actual liability in carrying out his/its obligation.

In the event there is any misrepresentation, non-disclosures, breach of express/implied warranties, unlawful activity, breach/non-fulfillment of any terms and condition of policy on the part of the Contractor which may result in automatic termination, expiry or penalty under the policy the Contractor shall be solely responsible for the same and shall bear all consequences. Further in the event of the Contractor having failed to insure, or has inadequately insured, he alone shall bear the consequences. The Contractor shall also be responsible for the various deductibles, excess or fractions stated under the insurance policy.

It shall be the responsibility of the Contractor to keep the policies of insurance as required by the contract valid throughout the period of execution of work.

Without prejudice to the foregoing, in case of disruption/ failure/ strike/ stoppage etc. Owner will have the right to suspend the contract for the period as may be deemed fit, without any compensation/or assigning any reason thereto to the Contractor.

The Contractor shall be liable to pay damage and compensation for loss of inconvenience caused by dislocation of all or any of the work by sudden discontinuance, dislocation or stoppages by the Contractor/Contractor's workers.

34. LIENS

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

Owner shall have lien on all materials, equipments including those brought by the Contractor for the purpose of erection, testing and commissioning of the work.

The final payment shall not become due until the Contractor delivers to the Engineer-in-Charge a complete release or waiver of all liens arising or which may arise out of this CONTRACT certification by the Contractor in a form approved by Engineer-in-Charge that all invoices for labour, materials, services have been paid in lien thereof and if required by the Engineer-in-Charge in any case an affidavit from the Contractor that so far as the Contractor has knowledge or information the releases and receipts include all the labour and materials for which a lien could be filled.

Contractor will indemnify and hold Owner, its officers, employees and agents harmless, for a period of two years after the issue of final certificate, from all liens and other encumbrances against Owner on account of debts or claims alleged to be due from the Contractor or his /its Sub-Contractor to any person including Sub-Contractor and on behalf of Owner will defend at his own expense, any claim or litigation in connection therewith. Contractor shall defend or contest at his/its own expense any fresh claim or litigation brought against Owner or the Contractor by any person including his/its Sub-Contractor till its satisfactory settlement even after the expiry of two years from the date of issue of final certificate.

35. Liabilities for Sub- Contractors

Without prejudice to any other liabilities or obligations of the Contractor relative to sub-contractors in terms hereof or otherwise, the Contractor shall require every sub-contractor to whom any portion of the work to be performed under the Contract has been sub-contracted , to comply with the provisions of the Contract in so far as applicable to each sub-contractor , and the Contractor shall hold the Owner harmless and indemnified from any and against all penalties,

actions, claims and demands and costs, charges and expenses whatsoever arising out of or in connection with any failure of the Contractor or any sub-contractor (s) to make full and proper compliance with any of the terms and conditions of the Contract.

36. DISCIPLINE

Contractor shall maintain and/or cause to maintain strict discipline and good order amongst employees and shall abide by and conform to all rules and regulations promulgated by Owner governing the conduct of any of Contractor's personnel in Owner's interest.

37. TRANSFER OF TITLE

The title of ownership of supplies furnished by the Contractor shall not pass on to Owner for all supplies till the same are finally accepted by Owner after the successful completion of work and issue of Certificate of Acceptance. However, Owner shall have the lien on all such works performed as soon as any advance or progressive payment is made by Owner to the Contractor and the Contractor shall not subject these works for use other than those intended under this Agreement.

38. Standards Of Conduct

The Contractor, in performing its obligations under this Contract, shall establish and maintain appropriate business standards, procedures and control, including those necessary to avoid any real or apparent impropriety or adverse impact on the interests of Owner. In particular, the Contractor shall comply, where applicable, with the requirements of Owner. Owner will in no event reimburse the Contractor for any costs incurred for purposes inconsistent with such policies.

The Contractor further represents and warrants that in addition to any other warranties provided under this Agreement, the Contractor shall:

- Comply with all applicable Local, National, and Central Laws, rules and regulations, including but not limited to those governing building constructions, environmental, safety of persons and property, applicable industrial/labour laws, and land development laws, rules and regulations.
- Shall comply with all laws regarding improper or illegal payments, gifts or gratuities; and Contractor agrees not to pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person or entity for the purpose of illegally or improperly inducing a decision or obtaining or retaining business or any advantage in connection with the Contract;

39. FORCE MAJEURE

If the Work to be performed by the Contractor under this Contract is delayed or impeded by any circumstances of Force Majeure as defined hereunder, then Contractor shall within seven days, give notice in writing to Owner together with evidence relied upon and Owner shall grant to Contractor such a postponement of the date of completion as may be in all circumstances be considered reasonable.

For the purpose of the Contract, Force Majeure shall mean and be limited to the following:

- a) Any war, invasion, act of foreign enemies, rebellion or hostilities.
- b) Any riot of civil commotion
- c) Any Acts of God such as severe earthquake, typhoon or cyclone flood, tempest, epidemic or other natural physical disaster but excluding monsoon
- d) Any accident, fire or explosion
- e) Strikes and lock-outs beyond 14 consecutive calendar days and beyond the reasonable control of the parties affected.

The following events shall not be a Force Majeure Event (except to the extent that they are directly caused by a Force Majeure Event):

- a. unavailability, late delivery or change in cost of plants and materials, equipment, spare parts and material or consumables for the project;
- b. delay in performance by any Subcontractor or their agents;
- c. Breakdown/failure of plant, machinery or equipment;
- d. strikes, collective bargaining agreements of the Party or its subcontractors or any labor disputes at the facilities of the affected Party;
- e. inefficiency of finances or funds or the Contract becoming onerous to perform;
- f. any event arising out of or caused due to (i) negligent and intentional acts, errors or commissions of the affected Party or any breach of obligations by the affected Party (ii) failure of the affected Party to comply with Applicable Law.

In the event of Force Majeure, each party shall bear any costs incurred by it resulting therefrom. The party affected by Force Majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of delays occasioned by such Force Majeure.

Upon occurrence of Force Majeure, both parties shall promptly meet to discuss in good faith the effect and the likely duration of the effect of the Force Majeure and the steps to be taken to overcome the effects and the remedial actions to be taken by the other party to mitigate the effects of the Force Majeure.

If the Contractor is prevented from fulfilling its contractual obligations for a continuous period of three (3) months from the date of the notice to the owner due to the occurrence of Force Majeure, then the Contractor and the Owner shall make all reasonable endeavors in good faith to consult each other with a view to arrive at an agreement on the action to be taken under the circumstances, failing which, Owner shall be entitled to terminate the contract in whole or to the extent that its performance is prevented by Force Majeure.

40. INTELLECTUAL PROPERTY RIGHTS

It is hereby acknowledged and agreed that the Owner has commissioned the Works and accordingly ownership of all intellectual property rights, including but not limited to property rights in the design and in all Drawings, Specifications and documents prepared the Contractor and any Sub-Contractors or vendors belongs and shall be assigned in entirety solely to the Owner who shall be entitled to deal with the designs, Drawings, Specifications and documents in whole or in part, in any manner in the Owner's sole discretion. The Contractor hereby disclaims any right whatsoever on these intellectual property rights in which cases the Owner shall be duly informed in that regard. This intellectual property right entitlement shall extend to any maintenance, repair and renewal, reinstatement and enlargement of the Works. The Contractor shall ensure that any provisions of this type necessary to protect the intellectual property rights of the Owner are included in all its contracts with Sub-Contractors.

41. CONFIDENTIALITY

The Contractor acknowledges that during the term of the Contract, the Contractor may be supplied with certain business/proprietary, confidential and/or technical information which the Owner is willing to disclose at its sole discretion to the Contractor and regards it as being its confidential and proprietary information, whether or not expressly so stated by the Owner (collectively "Confidential Information" as defined hereafter).

"Confidential Information" shall mean all information hereafter transmitted, regardless of how transmitted, directly or indirectly from the Owner and received by the Contractor or any of its representatives, agents, employees, consultants or advisers including but not limited to the business, financial condition, operations, assets, liabilities, technology, know-how, products, trade secrets, inventions, services, and other technical or business information related thereto and belonging to the Owner or any of its partners/business associates, as well as any disclosed information whose nature makes it obvious that it is confidential, whether such information is disclosed orally, in writing, in machine readable form or by any other means, regardless of whether such information is expressly identified as confidential or not. The Contractor agrees to hold the Confidential Information, which includes also the fact that information has been provided or discussions are taking place, as well as the content of such discussions, in absolute trust and confidence.

The Contractor undertakes that before disclosing Confidential Information to any of its authorized representatives, consultants, employees, agents or advisers to obtain a written undertaking to treat the Confidential Information as confidential and the terms of the said undertaking be not less stringent than those under the present Agreement; and also furnish to the Owner, copies of such duly executed undertakings.

The Contractor agrees and undertakes that the Contractor shall be required to execute a Confidentiality Agreement ("NDA") as the Owner may deem fit on case to case basis.

The NDA is annexed to this document as **Annexure- III**.

42. Responsibility of the Contractor

The Contractor shall be responsible to provide within the scope of work all facilities, consumables and utilities necessary for performance of the work including (but not limited to) water, power,

transportation, labour, tools, construction and testing equipment, machinery and land at or about the Job Site(s) for the Contractor's field offices, godowns, workshop; residential accommodation for Contractor's staff; quarry rights and borrow areas, access roads and right(s) of way to or about the Job Site(s) and Contractor's offices, godowns, workshop accommodation, quarries and / or borrow areas.

43. LIMITATION OF LIABILITY

The Owner shall not be liable for indirect, consequential, exemplary, special or punitive damages (or any comparable category or form of such damages, howsoever characterized in any jurisdiction), regardless of the form of action, whether in contract, tort, strict liability or otherwise, and even if foreseeable or if such party has been advised of the possibility of such damages.

The Owner's maximum liability for any direct damage arising out of any the provisions of the Contract documents including any third party claims shall be restricted to 50% of the total contract value.

44. APPLICABLE LAWS & JURISDICTION

The Contract including all matters connected with this Agreement shall be governed by the Indian law both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of the Courts at New Delhi India.

45. ARBITRATION

Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement arises between the parties to the Contract or their respective representatives or assignees, at any time, in connection with construction, meaning, operation, effect, interpretation of or out of the Contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed or nominated by the MD of the Owner as per the provisions of the Indian Arbitration and Conciliation Act, 1996.

It is also agreed that there shall be no objection for appointment of an employee of ISRPL as a Sole Arbitrator who also may or may not hold shares of ISRPL.

- a) Appointment of Arbitrator shall be made within 30 days of the receipt of the arbitration notice.
- b) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the MD of ISRPL to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede *denovo*.
- c) The arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- d) The venue of the arbitration shall be Delhi, India.

- e) The costs of such arbitration shall be determined by the Sole Arbitrator and such costs shall be equally borne between both the Parties.
- f) Upon every such reference, the costs of and incidental to the reference and award respectively shall be at the discretion of the Arbitrator, as the case may be, who may determine the amount thereof and direct the same to be divided/shared as between solicitor and client, or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid.
- g) The obligations of the Contractor under the Contract shall be continued by the Contractor during the Arbitration proceedings, unless otherwise directed in writing by Owner or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator.
- h) The fees of the arbitrator, costs and other expenses incidental to the arbitration proceedings shall be borne equally by the parties.
- i) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

46. Signing of the Contract/Agreement

The successful tenderers shall be required to execute a formal contract in accordance with the Form of Contract within 10 (ten) days from the date of receipt of Letter of Acceptance from the Owner, or such extended time as may be permitted by the Owner for the purpose to do so.

ANNEXURE-I Safety Rules and Regulations at ISRPL

No Smoking

The Contractor shall instruct his workmen NOT TO SMOKE except at the prescribed smoking booths as provided by Indian Synthetic Rubber Private Limited (Owner). The Contractor shall be responsible for all the faults of his workers in this regard and Owner authority reserves the right to TERMINATE the work of the Contractor and forfeit any or all the amounts, which may be due to him.

Carrying of matchboxes, lighters or any other means of ignition inside Owner complex is strictly prohibited.

Any Contractor's employee who is found smoking or in the possession of match box or any other means of ignition in a prohibited area will be turned out from the premises of the Owner plant. Suitable action as decided by the management will also be taken.

Operational Area

Owner complex is an operational area. Therefore, Contractor and his employees shall observe all fire & safety regulations of the Owner and shall so organize this work as not to interfere with the running of the Plant in any manner whatsoever. The Contractor shall ensure that their staff / workmen carry with them valid passes / work permits etc for proper identification inside the battery area.

The Contractor shall not commence the job without the valid permit for the area and for the job. The following are the types of permits / clearances to be obtained by the Contractor as per the requirement of the job:

- ❖ Cold Work Permit
- ❖ Hot Work Permit
- ❖ Vessel entry/Confined Space entry permit

The Owner authority reserves the right to terminate the contract in case it is observed that the Contractor is not following the precaution mentioned on the permit.

The complete job is to be carried out within the Owner complex. The Contractor shall take all necessary safety precautions and obtain required Work Permits etc from the competent authority before carrying out any job as covered by the Contract. Safety Barricade wherever necessary are to be put up at his own cost.

Contractor's employees shall abide by the Fire & Safety rules and regulations of the Owner since the job is to be done in the operational area. Construction activities / Hot Works may be suspended temporarily as per the instruction of the Engineer-in-Charge. Any extra claim for whatsoever reasons for such suspension of the work will not be entertained.

The Contractor shall make the necessary arrangements of obtaining Gate Pass for his employees at his own cost. In case of termination of the service of any of his employee during the contractual period, the Contractor shall have to surrender the Gate Pass issued to the employees by the Owner authority. At the end of the Contract all the Gate Passes shall have to be returned to Owner.

For any damage done by the Contractor's employees to the existing facilities of the Owner Plant, the Contractor shall be solely responsible to make good as per the instruction of the Engineer-in-Charge at his own cost.
For any overhead work Contractor has to arrange necessary safety belts for his workman at his own cost.

CONDITIONS OF CONTRACT ON SAFETY REGULATIONS

The following Rules and Regulations must be observed by the Contractor working in the Owner Plant:

Safety:

- The Contractor shall ensure that all workmen engaged by him will carry identity card. On demand Contractor's employee has to show the Identity card to Owner personnel.
- The Contractor shall ensure that their workmen / supervisors should not loiter in places other than their work premises without a valid authorization from Owner authority.
- The Contractor has to ensure that the workmen employed by him are not having any adverse report with Police / Local Sarpanch.
- The Contractor shall ensure that the workmen working with him are aware of the Do's and Don'ts and they strictly adhere to that.
- The Contractor / his workmen / supervisor shall fully adhere to the security instructions issued by Management from time to time.
- Contractor has to ensure that the persons engaged by him should not be below 18 years of age...

Work Permit

- Any work carried out within the Owner Plant must be covered by a Work Permit issued by the concerned department or Area-in-Charge. In addition, a clearance must be obtained from the concerned department's officer or supervisor prior to commencement of any job. A Hot permit is required for all of following hot jobs
- Any work involving open flames and spark such as welding, gas cutting, soldering, grinding, concrete breaking, use of hurricane lamps and internal combustion driven vehicles / equipment.
- All vessel entry/Confined space entry permits should be accompanied by an Hot work permit.
- Sand Blasting, Trucks, Jeeps, Cranes, Lifts, Cars or any kind of vehicle / equipment driven by an internal combustion engine or by batteries.
- Use of Gasoline, Diesel or Electrical Power Engines or Tools.

- Entry of vehicles inside Battery Limits of Process area, within tank dykes and adjacent to pump houses / API separator and loading gantries.
- Open fire such as burning of wood, coal etc is strictly prohibited inside the Battery area.
- While carrying out the hot job, the Contractor and his workmen must ensure the following safety measures and job should not be carried out without these:
 - Valid hot job permit
 - Availability of Tested and proper Fire Extinguisher at the work places
 - Provision of Running Fire Water Hose at the work place
- All Flammable / Combustible materials should either be removed from the work place or should be properly protected.

22.4 Working at Heights:

While working at height, at more than 2 mtrs from floor level, following safety precautions have to be followed:

- Contractor has to obtain the permit for working at height duly approved by competent authority
- Proper type of Scaffolding / Platform / Ladder should be made to facilitate the job at height. Minimum 2 nos. of ladders should be provided at opposite sides.
- Use of bamboo scaffolding is strictly prohibited inside the Plant area. Only Steel Scaffolding shall be used for work inside the Plant. The Steel Scaffolding material and it's erection shall be done as per relevant IS Specification
- The Contractor shall ensure the use of Full body harness by his workmen working at heights. Safety belt to be used should be of good quality (IS Marked) and shall be hooked up with firm support.
- Before starting the job, competent person shall inspect scaffolding and a record of the same shall be kept at Site.

22.5 Working with Electrical System:

- Contractor or his nominated subContractor should have valid electrical Contractor's license for working in the State of Haryana. Contractor shall furnish a copy of the same to Engineer-in-Charge before commencement of any work pertaining to Electrical System. In any case, no work shall be permitted to be executed at Site without a valid Electrical Contractor's License, and the decision of the Engineer-in-Charge in this regard shall be final and binding and no claim / compensation whatsoever shall be entertained on this account.
- While working on Electrical System, the Contractor and his workmen shall ensure that the following safety measures are in place:
 - Proper & valid Electrical Line clearance is obtained for the equipment.
 - LOTO system to be followed in all Electrical Isolations.
 - The cables are properly insulated and are without any temporary joint.
 - All Flammable / Combustible materials should either be removed from the work place or should be properly protected.
 - Suitable Earth Leakage Circuit Breaker (ELCB) is provided for incoming and all outgoing feeders.

- Proper Earthing is provided to Distribution Board and other Electrical Equipments like Welding Machines & Grinding Machines etc.
- Pipe sleeves are provided for road crossings of temporary cables laid by the Contractor for his work.
- The power connection should not be overloaded and suitable overload protection should be provided.
- The tools used by the Contractor personnel should be properly insulated and in good condition
- The Grinding Machine & other Power Tools should have proper guard.

22.6 Electrical Apparatus:

- The Contractor should ensure that the portable electrical equipment like grinding machine, drilling machine etc is in healthy condition. The Contractor should take all precautionary safety action, as providing of Earth Leakage Circuit Breakers for their portable electric machines. In lieu of the above, double insulated portable equipment may be used.
- All portable electrical apparatus shall be regularly examined, tested and maintained to ensure the apparatus and leads are in good order.
- Ensure that all portable appliances are provided with 3 pin plug and socket connections and that all the metallic parts or the apparatus are effectively earthen. All loose wiring such as flexible cables for portable lamps, tools and trailing cables and other portable and transportable apparatus, shall be tested regularly at frequent intervals to ensure safety.
- No dry battery or accumulator, type of electric hand lamp or torch, which is not of flameproof safety type shall be taken inside the Plant.

Use of Company Facilities

Under no condition shall any Contractor personnel temper with or use any property belonging to the Owner without obtaining prior sanction from the supervisor or area concerned.

Radiography

- The radiography agency employed by the Contractor shall be duly approved by BARC
- The Contractor prior to any radiography work shall obtain specific approval from the Engineer-in-Charge for the radiography agency.
- The Contractor shall ensure the following safety precautions for the work to be done by the radiography agency.
 - The radiography work shall be carried out under the supervision & guidelines of their Site-in-Charge duly approved by BARC.
 - As far as possible, field radiography should be done only during night time when there is little or no occupancy around.
 - Field radiography during daytime may be permitted with due permission of EIC when the occupancy around is minimum i.e. during lunch interval or on holidays.
 - A suitable area around the radiography job should necessarily be cordoned off, so that the radiation level outside the area does not exceed the permissible radiation level. The radiation level along the cordon should be monitored by suitable & calibrated survey meter.

- Radiation warning symbol during day time & red warning light during the night to be prominently displayed while carrying the radiography work.
- The concerned radiographer shall remain physically present outside the cordoned area during exposure.

Temporary Structure / Fixtures

- Before erecting temporary shelters like sheds or tents anywhere within the Plant Premises, written permission of the concerned authorities must be obtained.
- Temporary fixtures like: sheds, tents etc shall be erected in conformity with normal safety standards. Thatched roof to such fixtures will not be permitted.
- Temporary piping, hose connections and electrical wiring must be laid in such manner that they do not cause tripping or hitting hazard.
- Temporary sheds can be constructed only for the storing of the material / Site Office. It should not be used for any other purpose.
- The shed shall be made of safe construction material and good aesthetic view. The shed shall be made strictly at the authorized location and size
- All windows shall be either of wire mesh or glass
- Owner Has the right to open or break the door at any time to inspect the shed
- After completion of the job, shed must be demolished within 10 days and area must be cleaned
- All precautions should be taken to ensure that any temporary electrical wiring used within the Plant will not cause spark or shock.

Compressed Gas Cylinders

- Compressed gas cylinders should be used in upright position. They must be firmly located on the ground or to a sturdy stand and the cylinder should be chained to prevent accidental fall.
- Rolling or throwing of cylinders is strictly prohibited. Cylinders shall be handled carefully and transported through hand trolleys.
- Cylinders shall be stacked properly. Empty cylinders shall be stacked separately and filled cylinders separately. After completion of job, all cylinders must be removed.

Housekeeping

- Good House Keeping must be practiced by the Contractor personnel at all time while within the plant. During and after completion of the work, they are to ensure that their work area is kept clean and tidy. Materials and equipment should be stored in a safe and orderly manner so that they will not block exits to roads, buildings, aisles, passage and approach to fire fighting equipment such as fire hydrants, fire hose and fire extinguishers or area where emergency safety showers, electrical switch panels and switch rooms are located.
- The work / construction Sites are to be cleaned daily and all debris / scrap generated is to be kept at the designated place only every day by the Contractor as directed by the Engineer-in-Charge. The scrap / debris so generated shall be disposed off to the designated places once a week as per the direction of Engineer-in-Charge.
- A job will not be considered completed until all surplus material, scrap and debris / rubbish are removed from the job Site.

- In case the Contractor does not clear the area within 7 days of completion of work, the same shall be done by Owner and recoveries shall be made from the bills of the Contractor at double the rate at which the particular job was awarded in the contract.
- Any failure by the Contractor in maintaining good house keeping / clearing the Site as above shall be recorded in the performance report of the Contractor.

- The Contractor has to maintain the following at job Site:

- First Aid Box with required medicines
- Safety Register
- Injury Record

Personal Protective Equipment

For the safe conduct of any job, Contractor has to arrange Personal Protective Equipments for his personnel as per requirement. The equipments shall be standard quality and adequate numbers. Use of PPE such as helmets, safety shoes, full body harness, air plug, hand gloves, aprons, safety goggles etc is a must in Owner. Owner shall not provide any PPE. However, in some specific cases, Owner shall issue Personal Protective Equipments to Contractor employee. In such event special PPE shall have to be returned to Owner in good condition after use.

Clothing & Personal Protection

Contractor Workmen should not be in loose outfit while working around moving or rotating machinery and equipment.

Unsafe Practices

Any unsafe practice noticed by Owner employee has to be rectified by the Contractor immediately.

Personal Conduct

The Contractor should ensure that his workmen engaged inside Owner premises are not under influence of alcohol / narcotics.

- Gambling within the Plant premises is strictly forbidden
- Entering the Plant while possession of weapons such as knives etc is prohibited
- Contractor personnel shall not pick up quarrel or get into arguments with Plant personnel or among themselves in any manner, which is violation of plant discipline. In case any workmen are having genuine problems he should refer that problem to his supervisor.

Driving of Motor Vehicles

Contractor shall ensure that all State Traffic Rules and Regulations are complied with while motor vehicles are driven inside the Plant premises. In addition, the following points are also outlined for compliance:

- Speed Limit: Speed Limit is 20 KMPH within the Plant area. All vehicles must be mechanically sound and have an efficient exhaust with approved spark / flame arrestor, silencer, horn, and fuel cap.
- Parking: Park vehicles only in approved area. Vehicles must be parked in such a manner that they will not move while unattended. As a general rule, vehicles should not be parked at road bends; in front of fire equipments thereby blocking access to them.
- No vehicles should enter into any operating area without valid fire permit followed by a safety clearance from the Area-in-Charge (this includes process areas, tank farms and loading racks).
- Vehicles driven inside the Plant premises should have effective brakes, horns, lights, mufflers and flame arrestor etc.
- Any kind of repair work on Contractor's vehicle is not allowed inside the Battery area.

Fire Protection Equipment

- Owner will provide fire protection equipment wherever it is required. Contractor personnel who are working on such jobs will be instructed by the concerned department about the operation of such standby fire protection equipment. In the event of an accidental fire, it is expected of such personnel to make efforts to extinguish the fire with the standby equipment made available and the Contractor personnel should immediately get in touch with any of the Plant personnel available or break the nearest fire alarm point glass. In all cases, accidental fires shall be reported to the supervisor of the area concerned.

- All efforts should be made by the Contractor personnel to prevent occurrence of any unwanted fire.

Report of Accident

- All accidents such as personal injuries sustained by Contractor personnel and damages to vehicle and property, no matter how slight they are, shall be immediately reported to the Engineer-in-Charge / Fire & Safety department in writing. It is the responsibility of the Contractor to fulfill all legal formalities.
- Medical treatment for injured Contractor personnel will be entirely the responsibility of Contractors. However, if required, emergency first aid treatment may be given by the Plant Medical center.
- Any questions or doubts on the safety regulations enumerated in this tender or the generally accepted safety working practices may be clarified with the concerned department of safety section.
- The following actions shall be taken by the Contractor and his employees / workmen about bombs, unattended baggage / objects lying at secluded places in the Plant:
 - On noticing any bomb / unattended baggage or object lying in the plant area, they should immediately inform the Security department.
 - They should not touch the object or try to open the baggage or fiddle with the wires or battery if found attached to the object
 - They should move away to a safety distance of approximate of 100 mtrs without creating any panic.
 - In case of unattended baggage, they should help security personnel in identifying the claimant.

- They should not move to the area unless clearance is given by security personnel

Do's and Don'ts – Safety

Do's in case of Bomb / Unattended baggage lying at secluded places in the Plant :

- On noticing any bomb or unattended baggage, inform Security dept and Owner Fire dept by quickest possible means
- Move away from the bomb / unattended baggage
- Help Security personnel in identifying unattended baggage
- Move back to your place of work after clearance has been given

Don'ts in case of Bomb / Unattended baggage lying secluded places in the Plant:

- Do not touch the bomb / unattended baggage
- Do not lift any unattended baggage
- Do not go very close to the object
- Do not create any panic
- Do not fiddle with wires or battery if found attached with any object
- Do not open any unattended baggage
- Do not try to defuse any bomb of explosive material

EMERGENCY RESPONSE PLAN

- Contractor has to adhere and respond to the on-Site emergency plan and co-ordinate with the Site main controller of Owner Plant
- Contractor personnel shall stop their work and proceed to a safe area in the event of an emergency arises in the area where they are working like in case of fire, oil spillage, power failure etc. Before re-commencement of the job they should obtain clearance of supervisor of area concerned.
- In view of the hazards associated with Hydrocarbon processing, on Site emergency plan has been prepared in the event of major accident occurring on Site. The plan envisages handling emergency situation, which shall be communicated through siren, based on nature of emergency as mentioned below.
- In case of major emergency, it is the responsibility of the Contractor to head count his personnel and take them out with the help of concerned Owner co-coordinator. Contractor must confirm the safe evacuation of his personnel out of Owner Plant. In case of any missing person, it must be brought into the notice of Owner authorities immediately.

Types of Communication in case of Emergency:

TYPE OF EMERGENCY	N A T U R E	S I R E N
Fire Siren	::	Wailing type with more pause (up & down)
Gas Leakage Siren	::	Wailing type with less pause
Evacuation Siren	::	Wailing type with different frequency

All Clear Siren

:: Continuous type

Evacuations and Sheltering:

In case of emergency / major accident or disaster

Special Conditions of Contract on Environmental Management system

- Contractor shall inculcate environmental awareness among their workmen / Strive for enhancement of systems and skills for minimizing the environmental impact out of their activities / services.
- Contractor shall avoid wastage of water, Compressed Air and Steam supplied to them from owner's source of supply for execution of the job and close the supply valves properly while not in use.
- Before attending any blinding / de-blinding jobs, all tools, tackles and spares shall be kept ready at Site in order to minimise Hydrocarbon spillage.
- Contractor shall clear and level the job Site and remove all metallic and non-metallic surplus materials, scrap and other waste materials generated out of his job, form time to time as well as after completion of job to a specific location as per Engineer-in-Charge.
- Contractor shall ensure to avoid idle running of Electrical Equipments eg. Welding machines etc. used for execution of the job.
- Contractor's vehicles and other portable equipments eg. Air Compressor, DG Set, De-watering Pumps etc. used inside Plant premises for execution of the job must be mechanically sound and have an approved spark arrestor and have exhaust complying pollution norms. Idle running of those vehicles and equipments shall be avoided.

Penalty for violating safety rules & procedures

In case of accident of a Contractor's employee for negligence or reasons attributable to the Contractor:

- a) In case of physical injury (LTI) a penalty of 0.5% of the contract value or Rs.1,00,000 per injury, whichever is more.
- b) In case of fatal accident, a penalty of 1% of the contract value or Rs.5,00,000 per fatality, whichever is more.

In case of violation of Safety Rules/Procedures:

For violation in Personal protective equipments (PPEs) norm as laid down in respective area & not complying the general Safety rules/procedures of the Company the penalty will be Rs.1,000 per occasion per man.
For any subsequent recurring issues the penalty will be double i.e. Rs.2,000 per next occasion. These penalties (if any) will be deducted from Contractor's respective monthly bills.

1. This Guaranteee/Undertaking shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the Owner on the Bank until the Owner discharges this Guaranteee/Undertaking subject, however, that the Owner shall have no claims under this Guaranteee/Undertaking after the midnight of _____, 200_____ or any written extension(s) thereof.

PROVIDED that if the aforesaid work tendered for or any part thereof shall be awarded to the Tenderer on or before the said date, whether on the basis of accompanying tender or any other basis, then validity of this guaranteee/undertaking shall stand automatically extended for all claims and demands made by the Owner for further three (3) months.

2. The Owner shall have the fullest liberty without reference to the Bank and without affecting in anyway the liability of the Bank under this Guaranteee/Undertaking at any time and/or from time to time anywise to postpone and/or vary any of the powers, rights, and obligations exercisable by the Owner against the Tenderer and either to enforce or to forbear from enforcing all or any of the terms and conditions of or governing the said Tender and/or any contract consequent upon any award of work or the said Earnest Money Deposit or the securities available to the Owner or any of them and the Bank shall not be released from its liability under these Presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Owner of the liberty with reference to any or all the matters aforesaid or by reason of any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder or any part thereof, and the Bank specifically waives any and all contrary rights whatsoever.

3. It shall not be necessary for the Owner to proceed against the Tenderer before proceeding against the Bank and the Guaranteee/Undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Tenderer to the Owner and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.

4. The amount stated by the Owner in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Owner for the purpose of these Presents be conclusive of the amount payable by the Bank to the Owner hereunder.

5. The liability of the Bank to the Owner under this Guaranteee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Tenderer and the Owner, the Tenderer and the Bank and/or the Bank and the Owner or otherwise howsoever touching these Presents or the liability of the Tenderer to the Owner, and notwithstanding the existence of any instructions or purported instructions by the Tenderer or any other person to the Bank not to pay or for any cause withhold or defer payment to the Owner under these Presents, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Owner in terms thereof.

ANNEXURE-II

BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

BG NO: _____
DATED : _____
VALID UPTO : _____

To,
Indian Synthetic Rubber Private Limited

Dear Sirs,

In consideration of Indian Synthetic Rubber Private Limited (hereinafter called "the Owner" which expression shall include its successors and assigns), having agreed inter alia to consider the tender of _____ (Name of the Tenderer) having its Head Office/Registered Office at _____ (Address of the Tenderer) (hereinafter called the "Tenderer" which expression shall include its successors and assigns), for the work of _____ (Name of the Project/Work) at _____ to be awarded under Tender No. _____ upon the Tenderer furnishing an undertaking from the Bank as hereinafter appearing in lieu of cash deposit of the Earnest Money. We _____ (Name of the Bank), a Bank constituted/Registered under the _____ Act, having our Head Office/Registered Office at _____ (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Owner at New Delhi forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to the Owner, upto an aggregate limit of (Amount in figures and words).

AND THE BANK DOTH HEREBY FURTHER AGREES AS FOLLOWS :

6. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Bank or the Owner.

7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Owner to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.

8. Notwithstanding anything contained herein:

- (i) The Bank's liability under this guarantee/undertaking is restricted to and shall not exceed (Amount in figures & words);
- (ii) This guarantee/undertaking shall remain in force upto _____ and any extension(s) thereof; and
- (iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before _____ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

The Bank doth hereby declare that
 Shri _____ (designation) _____ who is authorised to sign
 this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.
 This _____ day of _____ 20 _____

Yours faithfully
 Signature: _____
 Name & Designation: _____
 Name of the Branch: _____

ANNEXURE-III
FORM OF BANK GUARANTEE
IN LIEU OF SECURITY DEPOSIT/INITIAL SECURITY DEPOSIT

BG NO: _____
 DATED : _____
 VALID UPTO : _____

To,
 INDIAN SYNTHETIC RUBBER PRIVATE LIMITED

Dear Sirs,

In consideration of Indian Synthetic Rubber Private Limited (hereinafter called "the Owner" which expression shall include its successors and assigns), having awarded certain work for and relative to _____ (Name of the Project/Work) to _____ (Name and address of the Contractor) (hereinafter called "the Contractor" which expression shall include its successors and assigns), upon certain terms and conditions inter-alia mentioned in the Owner's Letter of Acceptance No. _____ dated _____ read with the relative Tender Documents (hereinafter collectively called "the Contract", which expression shall include any formal contract entered into between the Owner and the Contractor in supersession of the said Letter of Acceptance and all amendments and/or modifications in the contract) inclusive of the condition that the Owner may accept a Bank Guarantee/Undertaking of a Scheduled Bank in India in lieu of Cash Deposit of the Initial Security Deposit as provided for in General Conditions of Contract forming part of the said Tender Documents:

We _____ (Name of the Bank), a body registered/constituted under the _____ Act, having our Registered

Office/Head Office at _____ (hereinafter called "the Bank" which expression shall include its successors and assigns), at the request of the Contractor and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay to the Owner at New Delhi forthwith on first demand without protest or demur or proof or satisfaction and without reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).

AND the Bank doth hereby further agrees as follows :-

i) This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Owner upon the Bank made up to the midnight of _____ provided that the Bank shall upon the written request of the Owner made upon the Bank at any time within 6 (six) months from the said date extend the validity of the Bank Guarantee by a further 6 (six) months so as to enable claims to be made under this Guarantee by a further 6 (six) months from the said date with the intent that the validity of this Guarantee shall automatically stand extended by a further 6 (six) months upon such request by the Owner.

ii) The Owner shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to amend or vary the Contract and/or any of the terms and conditions thereof or relative to the said Initial Security Deposit or to extend time for performance of the said Contract in whole or part or to postpone for any time and/or from time to time any of the obligations of the Contractor and/or the powers or remedies exercisable by the Owner against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract or the said Initial Security Deposit or the securities available to the Owner or any of them and the Bank shall not be released from its liability under these presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Owner of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Contractor or of any indulgence by the Owner to the Contractors or of any other act, matter or thing whatsoever which under the law relating to sureties or otherwise which could but for the provision have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever.

iii) The obligations of the Bank to the Owner hereunder shall be as principal to principal and shall be wholly independent of the contract and it shall not be necessary for the Owner to proceed against the Contractor before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other Guarantee/ undertaking or security for any indebtedness of the Contractor to the Owner (including relative to the said Security Deposit) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.

iv) The amount stated by the Owner in any demand, claim or notice made with Reference to this guarantee shall as between the Bank and the Owner for the purpose of these presents be conclusive of the amount payable by the Bank to the Owner hereunder.

v) The liability of the Bank to the Owner under this Guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Owner, the Contractor and the Bank and/or the Bank and the Owner or otherwise howsoever touching or affecting these presents for the liability of the Contractor to the Owner, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Owner under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Owner in terms hereof.

vi) The Bank shall not revoke this undertaking during its currency except with the previous consent of the Owner in writing and also agrees that any change in the constitution of the Contractor or the Bank or the Owner shall not discharge the Bank's liability hereunder.

vii) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.

viii) Notwithstanding anything contained herein:

(a) The Bank's liability under this guarantee/undertaking is restricted to and shall not exceed (Amount in figures & words) ;

(b) This guarantee/undertaking shall remain in force upto _____ and any extension(s) thereof; and

(c) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before _____ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

(ix) The Bank doth hereby declare that Shri _____ (Name of the person signing on behalf of the Bank) who is _____ (his designation), is authorised to sign this undertaking on behalf of the Bank and to bind the Bank hereby.

Dated this _____ day of _____ 200_____.

Yours faithfully,

Signature : _____
Name & Designation: _____
Name of the Branch: _____
Dated: _____

available to the Owner be recoverable by the Owner by deduction from the gross accepted amount of any Running Account Bills and the Final Bill of the Contractor commencing from the first Running Account Bill of the Contractor, and meanwhile, the said Advance shall be secured by an undertaking from a Bank as hereinafter appearing.

We _____ (Name of the Bank), a body registered/constituted under the _____ Act, having Registered Office/Head Office at _____ (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Contractor and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay the Owner at New Delhi forthwith on first demand without protest or demur or proof or satisfaction and without reference to the Contractor, any and all amounts demanded from us by the Owner with reference to this Undertaking upto an aggregate limit of Rs. _____ (Rupees _____ only) and interest thereon at the rate hereinabove provided.
AND the Bank doth hereby further agrees as follows :-

ANNEXURE-IV

FORM OF BANK GUARANTEE TO COVER LUMP SUM ADVANCE (MOBILISATION)

BG NO: _____
DATED: _____
VALID UPTO: _____

To,
INDIAN SYNTHETIC RUBBER PRIVATE LIMITED

Dear Sirs,

WHEREAS Indian Synthetic Rubber Private Limited (hereinafter called "the Owner" which expression shall include its successor and assigns) has awarded to _____ (Name & Address of the Contractor) hereinafter called "the Contractor" which expression shall include its successors and assigns) the work of _____ (Name of the Project/Work) under and in terms of a Contract as evidenced by a Letter of Acceptance No. _____ dated _____ issued by the Owner to the Contractor read with the relevant Tender Documents (hereinafter collectively called "the Contract" which expression shall include any formal contract entered into between the Owner and the Contractor in supersession of the said Letter of Acceptance and all amendments and/or modifications therein or in the terms of the said advance as herein stipulated) :

AND WHEREAS the Owner has agreed to advance the Contractor, inter-alia, a sum of Rs. _____ (Rupees _____ only) (hereinafter called "the said Advance"); upon the condition, inter-alia, that the said Advance together with interest thereon at the rate of _____ % (_____ percent) per annum on the amount of the said Advance for the time being outstanding shall without prejudice to any other mode of recovery

i) This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Owner upon the Bank made up to the midnight of _____ provided that the Bank shall upon the written request of the Owner made upon the Bank at any time within 6 (six) months from the said date extend the validity of the Bank Guarantee by a further 6 (six) months so as to enable claims to be made under this Guarantee by a further 6 (six) months from the said date with the intent that the validity of this Guarantee shall automatically stand extended by a further 6 (six) months upon such request by the Owner.

ii) The Owner shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this guarantee/undertaking, at any time and/or from time to time to amend or vary the contract and/or any of the terms and conditions thereof or relative to the said Advance and/or to extend time for performance of the said contract in whole or part and/or payment of the said Advance in whole or part or to postpone for any time and/or from time to time any of the said obligations of the Contractor and/or the rights, remedies or powers exercisable by the Owner against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract and/or the said Advance, or the securities, available to the Owner and the Bank shall not be released from its liability under these Presents and the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Owner of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Owner or any indulgence by the Owner to the Contractor or of any other act, matter or thing whatsoever which under any law could (but for this provision) have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever.

iii) The obligations of the Bank to the Owner hereunder shall be as principal to principal and shall be wholly independent of the Contract and it shall not be necessary for the Owner to proceed against the Contractor before proceeding against the Bank and the guarantee/undertaking herein contained shall be enforceable against the Bank as Principal debtor notwithstanding the existence of any undertaking or security for any indebtedness of the Contractor to the Owner (including relative to the said Advance) and notwithstanding that any such undertaking or security shall at

the time when claim is made against the bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.

iv) As between the Bank and the Owner for the purpose of this undertaking, the amount stated in any claim, demand or notice made by the Owner on the Bank with reference to this undertaking shall be final and binding upon the Bank as to be the amount payable by the Bank to the Owner hereunder.

v) The liability of the Bank to the Owner under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Owner, the Contractor and/or the Bank and/or the Bank and the Owner or otherwise howsoever touching or affecting these presents or the liability of the Contractor to the Owner, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Owner under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Owner in terms hereof.

vi) This undertaking shall not be determined or affected by any change in the constitution of the Bank or that of the Contractor or the Owner or any irregularity in the exercise of borrowing powers by or on behalf of the Contractor.

vii) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Owner to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.

viii) Notwithstanding anything contained herein:

(i) The Bank's liability under this guarantee/undertaking is restricted to and shall not exceed _____ (Amount in figures & words);

(ii) This guarantee/undertaking shall remain in force upto _____ and any extension(s) thereof; and

(iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before _____ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

ix) The Bank doth hereby declare that Shri _____ who is the _____ (designation) of the Bank is authorised to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,

Signature: _____

Name & Designation: _____

Name of the Branch: _____

Dated: _____

Annexure-V

CONFIDENTIALITY AGREEMENT

This Confidentiality Agreement is made and entered into this ____ day of _____, 2013, at _____ ('Agreement') between

M/s, Indian Synthetic Rubber Private Limited, a Company incorporated under the Indian Companies Act, 1956, having its registered office at 10th Floor, Core-2, Scope Minar, Laxmi Nagar, District Centre, Delhi, India, acting through its duly authorized representative, Mr. Sanjaya Bhatnagar authorized vide resolution dated 19th July'10, a certified true copy of which is attached hereto (hereinafter referred to as the 'Company' or 'Disclosing Party', which expression shall unless excluded by or repugnant to the subject or context, include its legal representatives, successors and assigns) of the FIRST PART; and

M/s, _____, a company incorporated under the xxxxxx and having registered office/principal place of business at _____, India, acting through its duly authorized representative, Mr. _____, authorized vide resolution dated _____, a certified true copy of which is attached hereto (hereinafter referred to as _____ or the 'Receiving Party', which expression shall unless excluded by or repugnant to the subject or context, include its legal representatives, successors and permitted assigns) of the OTHER PART.

The Disclosing Party and Receiving Party are collectively referred to as 'Parties' and individually as 'Party',

WHEREAS:

The Company is a joint venture company of Indian Oil Corporation Limited ('Indian Oil'), Trimurti Holding Corporation, ('THC') (formerly called Trimurti Trading Corporation), a wholly owned subsidiary of TSRC Corporation ('TSRC') and Marubeni Corporation ('Marubeni')

The Receiving Party has been awarded a tender by the Disclosing Party for performing certain works ("Works") and in pursuance to this tender the Parties have further entered into a Contract dated.....

Now in connection with the performance of the Works, the Receiving Party may be supplied with certain business/proprietary, confidential and/or technical information which the Disclosing Party is willing to disclose at its sole discretion to the Receiving Party and regards it as being its confidential and proprietary information, whether or not expressly so stated by the Disclosing Party (collectively "Confidential Information" as defined hereafter), pursuant to the terms and conditions of this Agreement.

"**Confidential Information**" shall mean all information hereafter transmitted, regardless of how transmitted, directly or indirectly whether before or after the date of this Agreement from the Disclosing Party and received by the Receiving Party or any of its representatives, agents, employees, consultants or advisers including but not limited to the business, financial condition, operations, assets, liabilities, technology, know-how, products, trade secrets, inventions, services, and other technical or business information related thereto and belonging to the Disclosing Party or any of its partners/business associates, as well as any disclosed information whose nature makes it obvious that it is confidential, whether such information is disclosed orally, in writing, in machine readable form or by any other means, regardless of whether such information is expressly identified as confidential or not. The Receiving Party agrees to hold the Confidential Information, which includes also the fact that information has been provided or discussions are taking place, as well as the content of such discussions, in absolute trust and confidence.

NOW, THEREFORE, the Parties hereby agree as follows:

1. The Receiving Party acknowledges that the Confidential Information is confidential and undertakes :
 - a) to hold and keep in strict confidence all Confidential Information received by it in terms of this Agreement
 - b) not to make any disclosure of Confidential Information to anyone without prior written approval of Disclosing Party other than its authorized representatives, consultants, agents, employees or advisers who have a legitimate need to know the Confidential Information in order to perform their duties in relation to the proposed Project and ensure that such persons are also bound by such obligation of confidentiality.
 - c) that before disclosing Confidential Information to any of its authorized representatives, consultants, employees, agents or advisers to obtain a written undertaking to treat the Confidential Information as confidential and the terms of the said undertaking be not less stringent than those under the present Agreement; and also furnish to the Disclosing Party, copies of such duly executed undertakings.
 - d) not to use the Confidential Information for any other purpose except for the purpose of "Works" to be performed as specified under this Agreement.
 - e) that it will not in any manner divulge, release, reveal, display, discuss, impart, furnish, disclose or otherwise make known or accessible the data/information or any part thereof to any judicial or natural person other than its employees and other parties as referred to hereinabove, subject to execution of undertaking referred under paragraph (c) above and

furnishing to the Disclosing Party, copies of such duly executed undertakings. Efforts shall be made to restrict disclosure of data/information to as few as possible of its employees (and only those who are connected directly or indirectly with the analysis of the data) and shall ensure that its employees, to whom the data/information is disclosed will abide by the terms of this Agreement and will not use or disclose information except in accordance with this Agreement.

- f) maintain appropriate standards to ensure the confidentiality required hereunder, including such reasonable care as shall not be less than the efforts the Receiving Party, regularly exercise w.r.t. the preservation of its own confidential data and information.

2. Notwithstanding the above clause 1, the obligation assumed by the Receiving Party shall not apply to any Confidential Information, which by documentary evidence can be demonstrated that:

- a) is at the time of disclosure available to general public; or
- b) becomes available to the general public through no fault or failure of Receiving Party at the time of disclosure by the Disclosing Party; or
- c) the Receiving Party can demonstrate by written records, was in its possession before disclosure by the Disclosing Party; or
- d) the Receiving Party can demonstrate by written records to have lawfully received without any restriction on disclosure from a third party who did not receive the same directly from the Disclosing Party.

The foregoing exceptions shall not, however, apply to:

- i. specific information merely because it is embraced by or included with other information which falls within any one or more of such exceptions; or
- ii. any combination of information merely because specific information (but not the combination itself) falls within any one or more of such exceptions.

3. In the event that the Receiving Party or any of its authorized representatives, agent, employee, consultant or adviser is requested or required by any court, legislative or administrative body to disclose any Confidential Information, then it will promptly and prior to disclosure, to the extent permitted by law notify the Disclosing Party and shall provide full documentation concerning the disclosure sought so that appropriate protective order can be sought and/or other action taken if possible.

In the event that such protective order is not, or cannot be, obtained, then the Receiving Party may disclose to the appropriate body that portion of the Confidential Information which it is legally required to disclose and also specify at the time of disclosure that such information is confidential and shall use reasonable efforts to obtain assurances that confidential treatment will be accorded to the Confidential Information.

4. All disclosure of Confidential Information by the Disclosing Party to the Receiving Party will be in accordance with the terms and conditions of this Agreement, failing which Receiving Party shall be liable for any and all damages to the Disclosing Party arising out of a breach or threatened breach of any terms or conditions of this Agreement.

5. The Parties agree that the data/information is provided on an "as is" basis and the Disclosing Party makes no warranty express or implied or representation as to the accuracy of the data or its fitness for use for any purpose whatsoever. The Disclosing Party shall not be liable for any costs, losses, damages or expenses resulting from any inaccuracy or omissions in the data/information whether or not caused by error or negligence of the Disclosing Party or its authorized representatives, agents, employees, consultants or advisers.

6. The Receiving Party agrees that, upon request at any time by Disclosing Party, the Receiving Party shall promptly:

- a. return, or at the option of Disclosing Party destroy all the Confidential Information that is in tangible form (including without limitation, Confidential Information contained on computer disks or other electronic media) furnished, together with any copies or extracts thereof;
- b. destroy all analyses, compilations, studies or other documents which have been prepared and which reflect or are based upon any Confidential Information; and
- c. certify in writing to the Disclosing Party that all Confidential Information has been returned (or destroyed at the request of Disclosing Party) and that all analyses, compilations, studies or other documents which have been prepared and which are based on or reflect Confidential Information have been destroyed.

7. The Receiving Party agrees as follows:

- a. All confidential Information disclosed by the Disclosing Party to the Receiving Party is valuable, proprietary information owned by THC or TSRC or the Company and the Receiving Party receives such Confidential Information in confidence.
- b. Company has legitimate interest in protecting Confidential Information from disclosure and unauthorized use. The Receiving Party also acknowledges that the Company is placing trust and confidence in the Receiving Party by providing the Receiving Party with access to Confidential Information.
- c. All Confidential Information will remain the exclusive property of THC or TSRC or the Company, as the case may be.

8. Nothing in this Agreement shall be construed to grant the Receiving Party any privilege rights or licence under any intellectual property or trade secrets of Disclosing Party.

9. Subject to requirements of applicable law and terms of this Agreement, the Receiving Party agrees not, without the prior written consent of the Disclosing Party, to communicate with any third party, the existence of discussions between the Parties or the progress thereof or that the Confidential Information has been requested or received.

10. This Agreement shall come into force on the date of signing of this Agreement and shall remain in force for a period of 20 (twenty) years from the date of signing or early termination thereof.
Notwithstanding early termination of the Agreement, the obligation to maintain confidentiality of the information received in terms of this Agreement shall remain for a period of 20 (twenty) years.

11. Any dispute, difference and/or claims arising out of these presents or as to the construction, meaning or effect hereof or as to the rights and liabilities of the Parties arising out of or relating to this Agreement, shall be resolved by a sole arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any amendment or re-enactment thereof. The arbitrator shall be a person nominated by the MD of the Company. The venue of arbitration shall be New Delhi.

12. This Agreement shall be governed by and construed in accordance with the laws of India. The Courts at New Delhi to the exclusion of all other Courts shall have jurisdiction in respect of matters arising out of this Agreement.

13. Notwithstanding the provisions of Clause 11 above, the Receiving Party acknowledges that damages alone may not be an adequate remedy for any breach of this Agreement and that the Disclosing Party shall be entitled to the remedies of injunction, specific performance or other equitable relief. Such remedy shall be in addition to and not in lieu or limitation of other remedies available to the Disclosing Party at law or in equity.

14. Failure by the Disclosing Party in exercising any right, power or privilege hereunder shall not act as a waiver, nor shall any single or partial exercise thereof preclude and further exercise of any right, power or privilege.

15. Any notice to be given hereunder by either party shall be in English and sent by registered post or facsimile at the addresses mentioned below:

a. To the Disclosing party:
Indian Synthetic Rubber Private Limited..

[please insert].....

Facsimile:

Attention:

b. To the Receiving Party

[please insert].....

Facsimile:

Attention:

16. This Agreement may be executed in two counterparts, each of which will be deemed an original and together will constitute one and the same instrument.

17. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter thereof and supersedes any all prior communications understandings, arrangements or agreements between the Parties, whether written, oral, express or implied relating thereto. No amendment or modification to or waiver of this Agreement shall be valid unless in writing and signed by a duly authorized representative of each of the Parties.

IN WITNESS THEREOF, the parties have duly signed, executed and delivered this Agreement by their duly authorized representatives as of the date first written above.



For and on behalf of
Indian Synthetic Rubber Private Limited

By _____
Name _____
Designation _____

Witness:

By _____
Name _____
Designation _____

For and on behalf of
XXXXX

By _____
Name _____
Designation _____

Witness:

By _____
Name _____
Designation _____



Annexure-VI
FORM OF CONTRACT

This Contract ("Contract") made at New Delhi thisDay of.....

Between

M/s Indian Synthetic Rubber Private Limited, a Company incorporated under the Companies Act, 1956 having its registered office at 10th floor, Core 2, SCOPE Minar, District Centre, Laxmi Nagar, Delhi-110092 AND WORKS: Opp. Naphtha Cracker Polymer Complex, Terminal Gate, PO: Panipat Refinery, Panipat - 132140 (hereinafter referred to as '**ISRPL**', which expression shall, unless repugnant to the subject or context, be deemed to include its successors, administrators and permitted assigns) acting through MD, **of the One Part;**

AND

M/s.....carrying on business in sole proprietorship/carrying on business in partnership/ Company having its office / registered office at _____ (hereinafter referred to as the "Contractor" which expression shall include his/his/their/its executors, administrators, representatives and permitted assigns /successors and permitted assign) **of the**

Other Part

ISRPL and _____ are collectively referred to hereinafter as "Parties" and individually as "Party".

WHEREAS

ISRPL is desirous of availing the services ("Services") of a transporter (hereinafter referred to as the "Contractor") for _____ and had invited tenders from interested vendors for the performance of the Services.

Based upon the tender, the Contractor submitted its bid and emerged as the L1 bidder. In pursuance to the above and further deliberations and discussions held with the Contractor, the contract was awarded to the Contractor for performing the "Services" as agreed upon under this Contract and subject to the conditions set forth herein under any and all terms

and conditions under the Contract Documents relating to the Services. The "Contract Documents" shall include but shall not be limited to the following:

1. This Contract
2. Tender documents including the General Instruction to Tenderers
3. Special Conditions of Contract (SCC)
4. General Conditions Of Contract (GCC)
5. Bill of Quantities (BOQ)
6. Technical specification
7. Annexures
8. LOA / Term Sheet / Discussion Sheet, if any,

All the foregoing documents mentioned herein shall form an integral part of this Contract and shall at all times be part and parcel of this Contract and shall be read in conjunction with this Contract. In addition, any mention not found in this Contract but found mentioned in the tender documents will be deemed to be included in this Contract.

In case of any discrepancy/ conflict between the terms of this Contract and the tender documents on any legal matters, the terms of the GCC and this Contract shall prevail. In case of any discrepancy/ conflict with respect to technical or commercial matters, the terms of the tender documents and the SCC shall prevail. In case of any additional changes which have been agreed to by the Parties and included in this Contract, such agreed changes will supersede the contents in the Tender Form/ Contract Documents. Any further additional changes which will be proposed after execution of this Contract shall be agreed to by the Parties in writing and annexed to this Contract as Schedules which form a part of this Contract.

NOW, THEREFORE THIS CONTRACT WITNESSETH AS FOLLOWS

1. Services to be performed

The Contractor shall perform the said Services upon the terms and conditions and within the time specified in the Contract Documents.

2. Consideration

Subject to and upon the terms and conditions contained in the Contract documents, ISRPL shall pay to the Contractor the consideration as specified in the Contract documents upon the satisfactory performance of the Services as specified in the Contract documents.

3. Governing Laws and JURISDICTION

This Contract shall be governed and construed in accordance with the laws of India.

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the Contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Delhi and

only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

4. Arbitration

Except as otherwise provided elsewhere in the Contract, if any dispute, difference, question or disagreement arises between the Parties to the Contract or their respective representatives or assignees, at any time, in connection with construction, meaning, operation, effect, interpretation of or out of the Contract or breach thereof, the same shall be referred to Arbitration of a Sole Arbitrator appointed or nominated by the MD of the Owner as per the provisions of the Indian Arbitration and Conciliation Act, 1996.

It is also agreed that there shall be no objection for appointment of an employee of ISRPL as a Sole Arbitrator who also may or may not hold shares of ISRPL.

- j) Appointment of Arbitrator shall be made within 30 days of the receipt of the arbitration notice.
- k) If the Arbitrator so appointed dies, resigns, becomes incapacitated or withdraws for any reason from the proceedings, it shall be lawful for the MD of ISRPL to appoint another person in his place in the same manner as aforesaid. Such person shall proceed with the reference from the stage where his predecessor had left if both parties consent for the same; otherwise, he shall precede *denovo*.
- l) The arbitrator shall give reasoned award and the same shall be final, conclusive and binding on the parties.
- m) The venue of the arbitration shall be Delhi, India.
- n) The costs of such arbitration shall be determined by the Sole Arbitrator and such costs shall be equally borne between both the Parties.
- o) The obligations of the Contractor under the Contract shall be continued by the Contractor during the Arbitration proceedings, unless otherwise directed in writing by ISRPL or unless the matter is such that the Services cannot be possibly continued until the decision of the arbitrator,
- p) Subject to as aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactment in lieu thereof shall apply to the arbitration proceedings under this clause.

5. Entire Contract

The Contract documents embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the performance of the Services are hereby cancelled.

6. Notices

Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the Contractor on ISRPL with reference to the Contract shall be deemed to have been sufficiently served upon ISRPL (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Site office of ISRPL at Panipat.

ISRPL Site Office

Opp. Naphtha Cracker Polymer Complex, Terminal Gate, PO: Panipat Refinery, Panipat - 132140

7. Severability

Every part of this Contract is severable from the others and in the event that any part of this Contract becomes unenforceable for any reason whatsoever, the rest of this Contract shall continue to be effective and shall bind the Parties. In such an event, that is, if any part of this Contract becomes unenforceable, the Parties shall to the extent possible, agree upon and enter into such fresh terms which are in conformity with the Rules and also substantially embody the intentions of the Parties as are reflected from the unenforceable terms.

8. Amendment

Any additions, modifications and amendment of any terms and conditions of this Contract shall be valid only if made in writing and accepted by both the Parties

9. Waiver

No failure or delay by ISRPL in enforcing any right or remedy of ISRPL in terms of the Contract or any obligation or liability of the Contractor in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by ISRPL and notwithstanding such failure or delay, ISRPL shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

10. Non-Assignability

The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.
IN WITNESS WHEREOF parties have signed and executed this Contract in the presence of witnesses attesting here on the day, month and year above written.

Indian Synthetic Rubber Private Limited		M/s _____
Signature 1		Signature 1
Name		Name
Designation		Designation
Place		Place
Date		Date
Signature 2		Signature 2
Name		Name
Designations		Designation
Place		Place
Date		Date