

DIRECTORATE GENERAL OF HYDROCARBONS

Ministry of Petroleum & Natural Gas, Government of India

Tender No: DGH/ENQ/NDR/05/2026

Volume-III CONTRACT

Re-Processing & Interpretation (P&I) of Legacy 2D & 3D Seismic
Data

AND

3D Broadband Seismic Data Acquisition, Processing &
Interpretation (API)

Bengal Basin | East Coast of India

Duration: 36 Calendar Months

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CHAPTER I: CONTRACT AGREEMENT

THIS CONTRACT (hereinafter called the “Contract”) is made on this _____ day of _____ 20____ between

- (1) The Directorate General of Hydrocarbons, acting through the Ministry of Petroleum and Natural Gas, Government of India (hereinafter referred to as DGH) on the one part

And

- (2) _____, a company incorporated under the laws of _____ with its registered office at _____, (hereinafter referred to as the “Contractor”, which expression shall include its successors, administrators, executors and permitted assignees) on the other part.

Whereas DGH is desirous of services for “_____”, conforming to the specifications set forth in the Scope of Work at Section - I of this Agreement.

And Whereas the Contractor represents that it has the necessary experience for carrying out the services as referred to herein and has submitted a bid for providing the required services against Tender No. _____, all in accordance with the terms and conditions set forth herein.

And Whereas DGH has accepted the bid of the Contractor and has placed Letter of Intent/ Notification of Award vide its letter no. _____ dated _____, on the Contractor.

Now it is hereby agreed to by and between the parties as under:

- (a) In this Contract, words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract.
- (b) The Contract and the following documents (hereinafter called “incorporated documents”) annexed hereto shall form and be read and construed as integral parts of the Contract.
- i. Valid and authorised Amendments issued to the contract.
 - ii. Scope of Work (Volume I) (including all Corrigendum/ addendums)
 - iii. Bid Process (Volume II) (including all Corrigendum/ addendums)
 - iv. Price Schedule
 - v. The Letter of Award
 - vi. Final written submissions made by the contractor during clarifications/negotiations, if any
 - vii. Special Conditions of Contract (SCC)
 - viii. General Conditions of Contract (GCC)
 - ix. The Contractor’s bid
 - x. Any other document listed in the SCC as forming part of this Contract.
 - xi. Signed Integrity Pact
- (c) The Contract constitutes the entire agreement between the DGH and the Contractor, with respect to the subject matter of the Contract and supersedes all negotiations and agreements, of the parties with respect thereto made prior to the date of Agreement.

(d) The Contractor hereby covenants with DGH to perform the work in conformity in all respects with revision of the Contract and in consideration of the carrying out and completion of the Works by the Contractor, the DGH hereby covenants to pay the amounts at the times and in the manner described hereinafter.

In witness whereof the parties hereto have executed this agreement on the date mentioned above.

FOR AND ON BEHALF OF

FOR AND ON BEHALF OF

**DIRECTORATE GENERAL OF
HYDROCARBONS (DGH)**

**M/s _____
(CONTRACTOR)**

Signature _____

Name _____

Designation _____

Official seal _____

Signature _____

Name _____

Designation _____

Official seal _____

Witness1:

Signature _____

Name _____

Designation _____

Witness1:

Signature _____

Name _____

Designation _____

Witness2:

Signature _____

Full Name _____

Address _____

Witness2:

Signature _____

Full Name _____

Address _____

CHAPTER II: GENERAL CONDITIONS OF CONTRACT

1) GENERAL

1.1 Tenets of Interpretation	<p>Unless where the context requires otherwise, throughout the contract:</p> <ol style="list-style-type: none">1) The heading of these conditions shall not affect the interpretation or construction thereof.2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.3) Words in the singular include the plural and vice-versa.4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company or association or body of individuals, whether incorporated or not.5) Terms and expression not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.6) Any reference to 'Services' shall be deemed to include the incidental Works/ Goods also.7) Any generic reference to GCC shall also imply a reference to SCC as well. In case of conflict, provisions of SCC shall prevail over those in GCC.8) Any reference to 'Contract' shall be deemed to include all other documents (inter-alia GCC, SCC) as described in GCC-clause 2.5.9) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, till date.10) GCC-clause 5.13 (Book Examination clause) shall not apply unless invoked explicitly in the contract
1.2 Definitions	<p>In the contract, unless the context otherwise requires:</p> <ol style="list-style-type: none">1) "Agent" is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals.2) "Beneficiary" (of Services/ Works) means the person for whom the Services/ Works are to be delivered as stipulated in the contract.3) "bid" (including the term 'tender', 'offer', 'quotation' or 'proposal' in specific contexts) means an offer to supply goods, services or execution

	<p>of works made as per the terms and conditions set out in a document inviting such offers.</p> <p>4) "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a Tender Process.</p> <p>5) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.</p> <p>6) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934.</p> <p>7) Consortium" means an association of two or more legally distinct entities who have come together for the limited purpose of submitting a bid for this Contract and, if declared successful, for jointly executing the Contract. A Consortium shall act through a designated Lead Member authorised to represent and bind all members of the Consortium. Each member of the Consortium shall be jointly and severally liable for the performance of all obligations under the Contract, unless otherwise expressly provided in the Contract. The internal arrangements, roles, responsibilities, or profit-sharing among the Consortium members shall not in any manner limit or affect their joint and several liability towards the Procuring Entity"</p> <p>8) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Consultancy Contract' or 'Contract for Services', 'rate contract' or 'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the contractor the acceptance of his bid) or 'Agreement' or a 'repeat order' accepted/ acted upon by the contractor in specific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between the Procuring Entity and the contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country</p> <p>9) Contractor" (including the terms 'Supplier' or 'Service Provider' or 'Consultant' or 'Firm' or 'Vendor' or 'Manufacturer' or 'Successful Bidder' in specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring Entity), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;</p> <p>10) "Contract Manager" means the Procurement Officer or any other officer</p>
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	<p>or a third-party agency who has been assigned the authority to take all actions on behalf of the Procuring Entity during the execution of the contract by the contractor;</p> <p>11) “Day”, “Month”, “Year” shall mean calendar day/ month or year (unless reference to financial year is clear from the context).</p> <p>12) “Drawing” means the drawing or drawings stipulated in or annexed to the Specifications or the Tender Document/ Contract;</p> <p>13) “Equipment” means the contractor's machinery and vehicles brought temporarily to the Site for the performance of Service.</p> <p>14) “General Conditions” means the General Conditions of Contract, also referred to as GCC.</p> <p>15) "Goods" (including the terms ‘Stores’, ‘Material(s)’ in specific contexts) includes all articles, material, commodity, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), in specific contexts), procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include specific small work or some services that are incidental or consequential to the supply of such goods;</p> <p>16) “Government" means the Central Government or a State Government as the case may be and includes agencies and Public Sector Enterprises under it, in specific contexts;</p> <p>17) “Inspection” means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity.</p> <p>18) Intellectual Property Rights” (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI).</p> <p>19) “Joint Venture” means a Joint Venture or a Consortium (that is an association of several persons, or firms or companies - also referred to as JV/C)</p> <p>20) “Materials” means all supplies, including consumables, used by the contractor for service performance or use by his staff.</p> <p>21) “Outsourcing of Services” means deployment of outside agencies on a</p>
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	<p>sustained long-term basis (for one year or more, excluding short-term stand-alone Services) for the performance of routine Services (e.g., Security Services, Horticultural Services, Janitor/Cooking/Catering/Management Services for Hostels and Guest Houses, Cleaning/Housekeeping Services, Errand/Messenger Services and so forth) that were traditionally being done in-house in the Government.</p> <p>22) “Parties”: The parties to the contract are the "Contractor" and the “Procuring Entity”, as defined in this clause;</p> <p>23) “Performance Security” (includes the terms ‘Security Deposit’ or ‘Performance Bond’ or ‘Performance Bank Guarantee’ or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;</p> <p>24) “Procurement” or “public procurement” (or ‘Purchase’, or ‘Government Procurement/ Purchase’ including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a Procuring Entity, whether directly or through an agency with which a contract for procurement services is entered into, but does not include any acquisition without consideration. The term “procure”/ “procured” or “purchase”/ “purchased” shall be construed accordingly;</p> <p>25) “Procuring Entity” means the entity in The Procuring Organization procuring Goods, Works, or Services;</p> <p>26) “Procurement Officer” means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;</p> <p>27) “Service(s)” (including the term ‘Non-consultancy services’ or ‘Outsourcing of Services’ in specific contexts) are defined by exclusion as services that cannot be classified as Consultancy Services. Services (non-Consultancy) involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and performance standards can be tangibly identified and consistently applied and are bid and contracted on such basis but does not include the appointment of an individual made under any law, rules, regulations, or order issued in this behalf. Any reference to Services shall be deemed to include the supply of goods or performance of consultancy service or small works, which are incidental or consequential to such services;</p> <p>28) “Special Conditions” means Special Conditions of Contract, which override the General Conditions, also referred to as SCC.</p> <p>29) “Specification” or “Technical Specification” means the drawing/</p>
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	<p>document/ standard or any other details governing the construction, manufacture or supply of goods or performance of services that prescribes the requirement to which goods or services have to conform as per the contract.</p> <p>30) “Signed” means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (as amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof.;</p> <p>31) “Sub-Contractor” means a person or corporate body with an agreement with the contractor to carry out a specific part of the contract that may or may not include working on the Site.</p> <p>32) “Temporary Works” means works designed, constructed, installed, and removed by the contractor needed during the Services' performance.</p> <p>33) “Variation” means an instruction given by the Contract Manager, which varies the scope, quantum or performance standards of the Service performed.</p> <p>34) “Tender”; “Tender Document”; “Tender Enquiry” or “Tender Process”: ‘Tender Process’ is the whole process from the publishing of the Tender Document till the resultant award of the contract. ‘Tender Document’ means the document (including all its sections, appendices, forms, formats, etc.) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically referred to as “Tender” or ‘Tender Enquiry’, which would be clear from context without ambiguity.</p> <p>35) “Works” refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment.</p>
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2) THE CONTRACT

2.1 Language of Contract	Unless otherwise stipulated in the SCC, the contract shall be written in the Official Language or English. All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the contract, the English documents/ translation shall prevail.
2.2 The Entire Agreement	This Contract and its documents (referred to in GCC-clause 2.5 below) constitutes the entire agreement between the Procuring Entity and the contractor and supersedes all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement,

	representation, promise or agreement not outlined in this Contract.
2.3 Severability	If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract
2.4 Parties	The parties to the contract are the contractor and the Procuring Entity, as defined in GCC-clause 1.2 above and as nominated in the contract
2.5 Contract Documents and their Precedence	<p>The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to ‘Contract’ shall imply reference to all these documents as well:</p> <ol style="list-style-type: none"> 1) Valid and authorized Amendments issued to the contract. 2) the Agreement consisting of the initial paragraphs, recitals and other clauses set forth immediately before the GCC and including the formats annexed to it and signatures of Procuring Entity; <ol style="list-style-type: none"> a) Scope of work (Volume -1) b) Bid Process (Volume -II), including all Amendments/ Corrigendum. c) Price Schedule 3) the Letter of Award (LoA) 4) Final written submissions made by the contractor during clarifications/ negotiations, if any; 5) the SCC 6) the GCC 7) the contractor’s bid; 8) any other document listed in the SCC as forming part of this Contract. 9) Integrity Pact, if any
2.6 Modifications/ Amendments, Waivers and Forbearances	
2.6.1 Modifications /Amendments of Contract	<ol style="list-style-type: none"> 1) If any of the contract provisions must be modified after the contract documents have been signed, the modifications shall be made in writing and signed by the Procuring Entity, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by the Procuring Entity. Requests for changes and modifications may be submitted in writing by the contractor to the

	<p>Procuring Entity. At any time during the currency of the contract, the Procuring Entity may suo-moto or, on request from the contractor, by written order, amend the contract by making alterations and modifications within the general scope of the Contract.</p> <p>2) If the contractor does not agree to the suo-moto modifications/ amendments made by the Procuring Entity, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the contractor has consented to the amendment.</p> <p>3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on the Procuring Entity unless and until the same is incorporated in a formal instrument and signed by the Procuring Entity, and till then the Procuring Entity shall have the right to repudiate such arrangements.</p>
2.6.2 Waivers and Forbearance	<p>The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:</p> <p>1. Any waiver of a procuring entities rights, powers, or remedies under this contract must be in writing, dated and signed by an authorised representative of the procuring entity granting such waiver and must specify the terms under which the waiver is granted.</p> <p>2. No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this contract or granting of an extension of time by the Procuring Entity to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring entity under this contract, neither shall any waiver by Procuring entity of any breach of contract operate as a waiver of any subsequent or continuing breach of contract.</p>
2.7 Separate Contracts in Connection with Services	<p>The Procuring Entity shall have the right to let other contracts related to or linked with the Services. The contractor shall afford other contractors' reasonable opportunity to store their materials, execute their services/ works, and properly connect and coordinate their services. The contractor shall inspect services/ works of other contractors(s) and promptly report to the Contract Manager any defects that may hinder a proper execution of his Services to proper performance standards. The contractor's failure to inspect and report such defects shall constitute an acceptance of the other contractor's work as fit and proper for the performance of Contractor's services, except as to defects that may develop in the other contractor's work after such a provision Services.</p>

3) GOVERNING LAWS AND JURISDICTION

3.1 Governing Laws and Jurisdiction	<p>1) Unless otherwise stipulated in the SCC, this Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.</p> <p>2) Any dispute arising out or in respect of the contract shall be under</p>
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	exclusive jurisdiction of the courts as specified in SCC.
3.2 Changes in Laws and Regulations	Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4) COMMUNICATIONS

4.1 Communications	<ol style="list-style-type: none"> 1) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions. 2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later. 3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of Contract, so designated. 4) Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications. 5) The Contract Manager shall direct the order in which the several components of the Services shall be provided, and the contractor shall execute without delay all orders given by the Contract Manager from time to time. Still, the contractor shall not be relieved thereby from responsibility for the due performance of the Services in all respects.
4.2 Persons signing the Communications	<p>For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:</p> <ol style="list-style-type: none"> 1) The person who has signed the contract on behalf of the contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant

	<p>that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.</p> <p>2) Unless otherwise stipulated in the contract, the Contract Manager signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Beneficiaries of Services and the Paying Authorities mentioned in the contract shall also administer respective functions during Contract Execution.</p>
4.3 Address of the Parties for sending communications by other party	For the purposes of the Contract, all correspondences and notices in relations to the present Contract shall be sent to the Parties at the addresses mentioned in the SCC.

5) CONTRACTOR'S OBLIGATIONS AND RESTRICTIONS ON RIGHTS

5.1 Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business	<p>The Contractor must proactively keep the Procuring Entity informed of any changes in its constitution, financial stakes, or responsibilities during the execution of the Contract.</p> <p>Where the contractor is a partnership firm (subject to the eligibilities stipulated in the Bid document), the following restrictions shall apply to changes in the constitution during the execution of the contract:</p> <ol style="list-style-type: none"> a new partner shall not be introduced in the firm except with the previous consent in writing of the Procuring Entity, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking. On the death or retirement of any partner of the contractor firm before the complete performance of the contract, the Procuring Entity may, at his option, terminate the contract for default as per the contract and avail any or all remedies thereunder. If the contract is not terminated as provided in Sub-clause (b) above notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to the Procuring Entity in writing or electronically.
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5.2 Obligations to Maintain Eligibility and Qualifications	<p>The contract has been awarded to the contractor based on the specific eligibility and qualification criteria. The contractor is contractually bound to maintain such eligibility and qualifications during the execution of the contract. Any change which would vitiate the basis on which the contract was awarded to the contractor should be pro-actively brought to the notice of the Procuring Entity within 7 days of it coming to the Contractor's knowledge.</p> <p>These changes include but are not restricted to changes regarding declarations and/or qualification criteria made by it in its Bid Document (including all clarifications and/or negotiations).</p>
5.3 Restriction on Potential Conflict of Interests	<ol style="list-style-type: none"> 1) Neither the contractor nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities: <ol style="list-style-type: none"> a) during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract. b) after the termination of this Contract, such other activities as may be stipulated in the contract. 2) Unless otherwise stipulated in the SCC, during the term of this Contract and after its termination, the contractor, and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.
5.4 Consequences of breach by Constituents of a Contractor	<p>Should the contractor or any of its partners or its Subcontractors or the Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Contractor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor.</p>
5.4.1 In the case of Consortium	<p>In the event of default or breach of GCC-clause 5.1 to 5.7 by any member, in the execution of his part of Contract, the Procuring Entity shall be so notified within 30 days by the Lead Member, or in the case of the Lead Member being the defaulter, by the member nominated as Lead Member of the remaining Consortium.</p>

	In the event of default or breach by any of the consortium members, the provisions as stipulated in the Bid Document shall be applicable. Failure to comply with such provisions shall be lawful for the Procuring Entity to terminate the contract for default and avail any or all remedies thereunder.
5.5 Assignment and Sub-Contracting	<ol style="list-style-type: none"> 1) Subject to the provisions of the SCC, the contractor shall not, save with the previous consent in writing of the Procuring Entity, sublet, transfer, or assign the contract or any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever. 2) The contractor shall notify the Procuring Entity in writing all subcontracts awarded under the contract if not already stipulated in the contract. In its original bid or later, such notification shall not relieve the contractor from any of its liability or obligation under the terms and conditions of the contract. Subcontract shall be only for bought out services and incidental goods/ works. Subcontracts must comply with and should not circumvent Contractor's compliance with its obligations under GCC-clause 5.1 to 5.7, based on which Contract is awarded to him. 3) If the contractor sublets or assigns this Contract or any part thereof without such permission, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.
5.6 Obligation to Indemnify Procuring Entity	
5.6.1 For breach of IPR Rights	<ol style="list-style-type: none"> 1) the contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with: <ol style="list-style-type: none"> a) any design, data, drawing, specification, or other documents or Services provided or designed by the contractor for or on behalf of the Procuring Entity. b) The sale by the Procuring Entity in any country of the services/ products produced by the Services delivered by the contractor, and

	<p>c) The delivery of the Services by the contractor or the use of the Services at the Procuring Entity's Site</p> <p>2) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the contractor.</p> <p>3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.</p> <p>4) If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.</p> <p>5) At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.</p>
<p>5.6.2 For losses and Damages Caused by Contractor</p>	<p>1) the contractor shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity because of any act or omission or default or negligence or trespass of the contractor, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The contractor shall make good at his own expense all resulting losses and/ or damages to:</p> <p>a) the Services themselves or</p> <p>b) any other property of the Procuring Entity or</p> <p>c) the lives, persons, or property of others</p> <p>2) In case the Procuring Entity is called upon to make good such costs, loss, or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Procuring Entity may incur about it, shall be charged to the</p>

	<p>contractor. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.</p> <p>3) The Procuring Entity shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.</p>
5.7 Confidentiality, Secrecy and IPR Rights	
5.7.1 IPR Rights	<p>All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.</p>
5.7.2 Confidentiality	<p>All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.</p> <p>The above shall be in conjunction with all other provisions stipulated in the SCC.</p>

5.7.3 Secrecy	If the contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as “Secret”, the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.
5.7.4 Obligations of the Contractor	<ol style="list-style-type: none"> 1) Without the Procuring Entity’s prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract. 2) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract. 3) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses. 4) The obligation of the contractor under sub-clauses above, however, shall not apply to information that: <ol style="list-style-type: none"> a) the contractor needs to share with the institution(s) participating in the financing of the contract; b) now or hereafter is or enters the public domain through no fault of Contractor; c) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or d) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality. 5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract or the Tender Document or any part thereof. 6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

<p>5.7.5 Protection and Security of Personal Data</p>	<ol style="list-style-type: none"> 1) Where the contractor is processing Personal Data, as a Data Processor or otherwise for the Procuring Entity, the contractor shall: <ol style="list-style-type: none"> a) Process the Personal Data only as per instructions from Procuring Entity (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Procuring Entity; b) Comply with all applicable laws; c) Process the Personal Data only to the extent, and in such manner as is necessary for the discharge of the contractor's obligations under this Contract or as is required by Law or any Regulatory Body; d) Implement appropriate technical and organisational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data; f) Obtain prior written consent from the Authority to transfer the Personal Data to any sub-contractor for the provision of the Services; g) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of the Procuring Entity. h) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause. i) Ensure that none of the staff and agents publishes or disclose any personal data to any third parties unless directed in writing to do so by the Procuring Entity. j) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Procuring Entity or compliance with a legal obligation imposed upon the Procuring Entity 2) Notify the Procuring Entity (within five Working Days) if it receives; <ol style="list-style-type: none"> a) a request from an employee of Procuring Entity to have access to his or other employees' Personal Data; or b) a complaint or request
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	relating to the Procuring Entity' obligations under the law; 3) The provision of this clause shall apply during the contract Period and indefinitely after its expiry.
5.8 Performance Bond/Security/Guarantee	<p>Within fourteen days (or any other period mentioned in Tender Document or Contract) after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security, valid up to sixty days (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the contractor, including the Defect Liability obligations.</p> <p>1) The amount and forms of Performance bond/ Security/ Guarantee shall be as stipulated in SCC, Tender Document or Contract (or if not specified @ 3% of the contract Price, denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:</p> <ul style="list-style-type: none"> a) Account Payee Demand Draft favouring the Procuring Entity. b) Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in the Bid Document.) <p>3) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.</p> <p>4) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion at its discretion:</p> <ul style="list-style-type: none"> a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or; b) without terminating the contract: <ul style="list-style-type: none"> i) recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise howsoever as per GCC-clause 11.4, or ii) treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default. <p>5) In the event of any amendment issued to the contract, the contractor</p>

	<p>shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.</p> <p>6) The Procuring Entity shall be entitled, and it shall be lawful on his part,</p> <p>a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:</p> <p>(i). any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Procuring Organisation or any part thereof</p> <p>(ii). for any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect</p> <p>(b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.</p> <p>7) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the contractor on completing all contractual obligations, including the Defect Liability obligations, if any. Alternatively, upon the contractor submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released mutatis mutandis.</p> <p>8) No claim shall lie against the Procuring Entity regarding interest on cash deposits or Government Securities or depreciation thereof.</p>
5.9 Labour Codes and Related Obligations	
5.9.1 Independent Contractor	<p>The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The contractor, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the Procuring Organisation or Procuring Entity or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.</p>

<p>5.9.2 Obligations of the contractor under Labour Codes and Rules</p>	<ol style="list-style-type: none"> 1) In cases where Services are to be performed by the contractor at the premises of the Procuring Entity or Beneficiary of Services, the contractor shall comply with the provisions of the Labour Codes including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules. 2) The contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time to time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Procuring Entity shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder. 3) In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Procuring Entity to confirm compliance with such Codes and rules. Failure to do so shall entitle Procuring Entity to take any measure to ensure compliance to such codes and rules by the contractor and his associates, including, but not limited to, withholding contractor's on-account bills. 4) The contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The contractor shall, notwithstanding the contract's provisions to the contrary, cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Contractors in connection with the said contract as if he had immediately employed the labour. The Procuring Entity shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The contractor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each worker. Failure to do so shall entail Procuring Entity taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on account bills.
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	<p>5) In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Procuring Entity is obliged to pay any amount of wages to a workman employed by the contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Procuring Entity due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules the Procuring Entity shall recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of the Procuring Entity under the aforesaid Labour codes and the Rules, the Procuring Entity shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Procuring Entity to the contractor whether under the contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving the Procuring Entity complete security for all costs, for which the Procuring Entity might become liable in contesting such claim. The decision of the Procuring Entity regarding the amount recoverable from the contractor as stated above shall be final and binding on the contractor.</p>
<p>5.9.3 Occupational Safety, Health, Working Conditions, Social Security, and Industrial Relations Requirements</p>	<p>As per Labour Codes, which included Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020 and rules thereunder, the following provisions shall be ensured by the contractor.</p> <ol style="list-style-type: none"> 1) Provisions for Workers: <ol style="list-style-type: none"> a) At his own expense, the contractor shall make adequate arrangements for the housing, supply of drinking water, and provision of clean sanitation, including urinals, etc., for his staff and workers, directly or through the petty contractors or sub-contractors. b) The contractor shall also provide a temporary creche (Bal-mandir) where 50 or more workers are employed at a time. c) Suitable sites on Procuring Entity's land, if available, but without any obligation to do so, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that the Procuring Entity may prescribe. d) All campsites shall be maintained in clean and sanitary conditions by the contractor at his own cost. 2) During the execution of services, unless otherwise stipulated in the

	<p>contract, the contractor shall at his own cost provide the following materials as is necessary for:</p> <ol style="list-style-type: none"> a) the safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure that no damage, injury, or loss is caused or likely to be caused to any person or assets or hindrance to other works/ services. b) environmental requirements to conserve energy, water, wood, paper, and other resources, reduce waste, phase out the use of ozone-depleting substances, and minimise the release of greenhouse gases, volatile organic compounds, and other substances damaging health and the environment.
5.9.4 Mandatory Compliance of Government Welfare Schemes	<p>The contractor must ensure and provide documentary evidence for the following and must submit documentary evidence to show the coverage of all his workers or labour under the following schemes at all times during the contract period on an annual basis:</p> <ol style="list-style-type: none"> 1) All the contractor's workers or labour employed directly or indirectly must be enrolled under the Pradhan Mantri Jan Dhan Yojana (PMJDY), a scheme that aims to provide all the citizens of India a bank account, credit facility, insurance cover and debit card. 2) All the workers or labour employed directly or indirectly by the contractor between the ages 18-70 years must be enrolled under the Pradhan Mantri Suraksha Bima Yojana (PMSBY), an accident insurance scheme which shall be a one-year cover, renewable from year to year, offering accidental death and disability cover for death or disability on account of an accident. The contractor shall pay the premium per annum per member for all his workers during the contract period. 3) All the workers or labour employed directly or indirectly by the contractor between the ages 18-50 years must be enrolled under the Pradhan Mantri Jeevan Jyoti Bima Yojana, an insurance scheme which shall be a one-year cover, renewable from year to year, offering life insurance cover for death due to any reason. The contractor shall pay the premium per annum per member for all his workers during the contract period.
5.9.5 Contract Labour Records and Management System	<p>A comprehensive record needed for contract labour management and monitoring attendance (Identity Cards, Labour Records, Attendance, Time Sheets, Training Record, acknowledgements of labour Codes) for efficient performance and safeguarding workers' welfare must be maintained by the contractor. It shall be inspected during Site Inspections by the Contract Manager. The contractor shall put this system in place unless otherwise stipulated in the Special Conditions of Contract. If so</p>

	stipulated in Special Conditions of Contract ⁵ , a computerised Contract Labour Management system shall be mandatory.
5.9.6 The obligation of Contractor to ensure awareness of Labour Codes	<ol style="list-style-type: none"> 1) the contractor has to mandatorily provide a comprehensive day-long training carried out by a certified Third-Party agency for the awareness of Labour codes and the Rules, grievance redressal mechanism and other provisions applicable to his and his Sub-contractor's staff, workers, labour employed by him directly or indirectly in delivery of service to the Procuring Entity. The contractor must submit relevant documentary proof to Procuring Entity of having conducted such training to all workers. 2) The contractor must provide a comprehensive booklet (Procuring Entity approves that) containing all the relevant updated labour codes, rules, and other applicable provisions, to every worker at the outset of the contract in the local vernacular language. 3) Procuring Entity, without any commitments or being obliged to do, may its discretion, provide following facilities for Contractor's Contract Labour working on this Contract: <ol style="list-style-type: none"> a) Helpline for complaints from labour regarding payment of wages, work site facilities, sexual harassment etc. b) Provision for recording anonymous complaints from workers, citizens etc., regarding violation of Labour codes and the Rules by Contractor.
5.10 Insurances	<ol style="list-style-type: none"> 1) the contractor (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Procuring Entity, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Codes; and at the Procuring Entity's request, shall provide evidence to the Procuring Entity showing that such insurance has been taken out and maintained and that the current premiums have been paid. 2) the contractor at his cost shall provide, in the joint names of the Procuring Entity and the contractor, insurance cover from the start date to the date of completion of the contract, in the amounts and deductibles as per the instructions of the contract manager and the contract for the following events which are due to the contractor's risks: <ol style="list-style-type: none"> a) loss of or damage to Equipment, materials for which advances have been paid b) loss of or damage to property of the Procuring Entity in

	<p>connection with the contract; and</p> <p>c) Personal injury or death</p> <p>d) Penalties and demands by labour regulatory authorities</p> <p>3) Insurance policies and certificates for insurance shall be delivered to the Contract Manager for approval before the Start Date. All such insurance shall provide compensation payable in Indian Rupees to rectify the loss or damage incurred.</p> <p>4) Alterations to the terms of insurance shall not be made without the approval of the Contract Manager.</p> <p>5) Both parties shall comply with any conditions of the insurance policies.</p>
5.11 Permits, Approvals and Licenses	<p>Whenever the delivery of Services and incidental Goods/ Works requires the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.</p>
5.12 Accounting, Inspection and Auditing	<p>The contractor shall keep accurate and systematic accounts and records regarding the provision of the Services under this Contract, as per accounting principles prescribed in India.</p>
5.13 Book Examination Clause	<p>If explicitly invoked in the contract, the Procuring Entity reserves the right for 'Book Examination' as follows:</p> <p>1) the contractor shall, whenever called upon and required to produce or cause to be produced, for examination by any Government Officer duly authorised in that behalf, any cost or other book of account, voucher, receipt, letter, memorandum, paper or writing or any copy of or extract from any such document. The contractor shall also furnish information relating to the execution of this contract or relevant for verifying or ascertaining the cost of execution of this contract to such Government Officer in such manner as may be required. The decision of such Government Officer on the question of relevancy of any document, information of return being final and binding on the parties. The obligation imposed by this clause is without prejudice to the contractor's obligations under any other statute, rules or orders which shall be concurrently binding on the contractor.</p>

	<p>2) The contractor shall, if the authorised Government Officer so requires (whether before or after the prices have been finally fixed), afford facilities to the Government Officer concerned to visit the contractor's premises to examine the processes of production and estimate or ascertain the cost of performance of Contract. The authorised Government Officer shall have power, mutadis mutandis, to examine all the relevant books of Contractor's subcontractor, or any subsidiary or allied firm or company, If any portion of the contract is entrusted or carried out by such entities.</p> <p>3) If on such examination, it is established that the contracted price is more than the actual cost-plus reasonable margin of profit, the Procuring Entity shall have the right to reduce the price and determine the amount to a reasonable level.</p> <p>4) The contractor or its agency is bound to allow examination of its books within 60 days from the date the notice is received by the contractor or its agencies calling for the production of documents under sub-clause (1) above. In the event of the contractor's or his agency's failure to do so, the contract price would be reduced and determined according to the best judgment of the Procuring Entity, which would be final and binding on the contractor and his agencies.</p>
5.14 Additional Obligations	Additional Obligations shall be as specified in SCC

6) PROCURING ENTITY'S OBLIGATIONS

6.1 Facilities to be Provided by the Procuring Entity	<p>1) No Facilities (including Reference Documents, Medical facilities, Rooms, Furniture, Transport, Access to IT Services etc.) other than those stipulated explicitly in the contract shall be provided or loaned by the Procuring Entity to the contractor for performance of the contract. Whenever such assets are required to be issued to the contractor as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The contractor shall use such property for the execution of the contract and no other purpose whatsoever.</p> <p>2) Unless otherwise stipulated in the contract, The Procuring Entity may hire to the contractor non-key Equipment owned and sparable by Procuring Entity for use during execution of the Services on terms and conditions and on the chargeable basis as may be stipulated in the contract or a separate agreement for Hire of such equipment.</p>
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6.2 Provision of Utilities at Site by Procuring Entity	<p>Unless otherwise stipulated in the contract, The Procuring Entity may supply without any obligation to do so, to the contractor part or whole of the quantity of the water and electricity required for the delivery of Services from the Procuring Entity's existing water/ electricity supply system at or near the site of Services on specified terms and conditions and on chargeable basis (unless specified otherwise), provided that the contractor shall arrange, at his own expense, to effect the connections and lay additional pipe/ power lines and accessories on the site. Nevertheless, it shall be the responsibility of the contractor to install adequate alternative arrangements to tide over outages in utilities or failure in supply by the Procuring Entity, and that the contractor shall not be entitled to any compensation– nor shall this be a reason for the delay in delivery of Services.</p>
6.3 Custody and Return of the Procuring Entity's Assets loaned to Contractor	<ol style="list-style-type: none"> 1) The contractors shall sign accountable receipts for all tools, plants and materials or other assets/ properties made over to him by the Contract Manager. All such assets shall be deemed to be in good condition when received by the contractor unless he has within twenty-four hours of the receipt thereof notified the Procuring Entity to the contrary. Otherwise, he shall be deemed to have lost the right to do so at any subsequent stage. 2) These assets shall remain the property of the Procuring Entity, and the contractor shall take all reasonable care of all such assets. The contractor shall be responsible for all damage or loss from whatever cause caused while assets are possessed or controlled by the contractor, staff, workmen, or agents. 3) Where the contractor insures such assets against loss or fire at the request of the Procuring Entity, such insurance shall be deemed to be by way of additional precaution and shall not prejudice the contractor's liability as aforesaid. 4) The contractor shall return all such assets in good order and repair, fair wear and tear excepted, before the completion/ closure/ termination of the contract and shall be responsible for any failure to account for the same or any damage done to that as assessed by the Procuring Entity whose decision shall be final and binding.

7) SCOPE OF SERVICES, PERFORMANCE STANDARDS AND QUALITY ASSURANCES

7.1 Scope of Services	<ol style="list-style-type: none"> 1) This contract is for the performance/ delivery of Services of the description, scope/ quantum, performance standards and quality outlined in the contract during the contract Period specified therein. Unless otherwise specified, the Services shall conform to performance and quality standards as stipulated in the contract or as per best standards in the market, where not so specified.
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	<p>2) The contractor shall deliver Services and submit the reports, deliverables, outputs, and documents stipulated in “Scope of Work” (Volume – I).</p> <p>3) The Services shall include all such work-elements not mentioned explicitly in this Contract, but that can be reasonably inferred from this Contract as being required for attaining Completion of the Services as if such items were expressly mentioned in this Contract.</p> <p>4) Incidental Works/ Goods: If so stipulated, the contractor shall be required to perform/ deliver specified incidental Works/ Goods as an integral part of the Services in the contract.</p>
7.2 Performance Standards	<p>1) The contractor shall perform the Services as per Scope of Work (Volume – I), and carry out its obligations with all due diligence, efficiency, and economy, observing sound management practices, and employ appropriate advanced technology and safe methods as per the performance standards and quality control parameters as stipulated in the contract. For matters where the contract does not specify any Standard, the Services delivered shall conform to National/ International Standards or generally accepted professional techniques and practices.</p> <p>2) The shortfall in Performance: In cases where the performance or/and quality of Services is/are found to be unsatisfactory, Procuring Entity or his representatives shall impose damages for the shortfall in performance as per GCC-clause 10.5 below. This levy of damages shall not absolve the contractor from rectification or re-performance of the defective Service without further payment.</p>
7.3 Quality Control and Defect Liability	<p>1) The Procuring Entity shall check the quality of the Services and shall inspect the contractor’s performance according to the relevant section(s) of Scope of Work (Volume – I). The Procuring Entity shall promptly notify the contractor of any identified defects, requesting the correction of the notified defect within a reasonable time.</p> <p>2) If the contractor has not corrected notified defect within the time stipulated in the Procuring Entity’s notice, the Procuring Entity shall assess the cost of having the defect corrected. Without prejudice to any of its other remedies under this Contract or applicable law, procuring Entity shall be legally entitled to deduct such cost from the contract’s payments, together with the damages for the shortfall in performance (as per clause above), a sum equivalent to the percentage stipulated in the contract.</p>

7.4 Eligible Services - Country of Origin and Minimum Local Content	Unless otherwise stipulated in Contract, country of origin of ‘Services’ and related ‘Goods’ under the contract shall have their origin in India or other countries and must conform to the declaration made by the contractor in its bid regarding but not limited to i) restrictions on certain countries with land-borders with India; ii) minimum local content and location of value addition (Make in India Policy); iii) Contractor’s status as MSE or Start-up. The term “origin” used in this clause means the place from where the Services (and incidental Goods, including subcontracted components) are arranged and delivered, or incidental goods are mined, grown, produced, or manufactured. For purposes of this Clause, the term ‘Services’ shall have the meaning as defined in GCC-clause 1.2.
7.5 Quantity Tolerance	Unless otherwise stipulated in the contract, the obligation for completing Services shall be considered complete if the Services have been performed to the tolerance of plus or minus 5% of the quantum or the total value of Services ordered in the contract. Only the delivered quantity shall be paid for as per the terms of the contract.
7.6 Contract Period and Option Clause	
7.6.1 Contract Period	The Contract Period shall be as stipulated in the SCC.
7.6.2 Option Clause	<p>If stipulated otherwise in the contract, the Procuring Entity shall have the right to exercise the following options, by written notification to the contractor no later than thirty (30) days before Contract end:</p> <ol style="list-style-type: none"> 1) extend the contract Period by four months period (unless otherwise stipulated in the SCC). 2) increase the ordered quantum of Services upto the percentage specified in SCC (or 25% if not specified) at any time, till the completion date of the contract, by giving reasonable notice and providing a reasonable extension in delivery period for increased quantum, even though the quantum ordered initially has been delivered in full before the completion Period.

8) MEASUREMENT, VARIATIONS AND MODIFICATIONS

8.1 Quantities in Contract	Unless otherwise stipulated in the SCC, the quantities set out in the contract are the estimated quantities of the Services, and they shall not be taken as the actual and correct quantities of the Services to be executed by the contractor to fulfil his obligations under the contract. Payment shall be made for the actual quantities deployed/ delivered; however, payments shall not be made for quantities over and above those indicated in the
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	contract unless extra quantity has been asked in a written order by the contract manager.
8.2 The admeasurement of Inputs and Services	<ol style="list-style-type: none"> 1) Measurements shall be recorded based on the contractor's day-to-day records and authenticated by the Contract Manager or his representative as updated per the agreed Works Programme. 2) The contractor shall be paid for the Inputs /Services at the rates in the contract and extra inputs/ Services at rates determined under GCC-clause 8.4 below on the measurements taken by the Contract Manager or his representative. The quantities for items the unit of which in the contract is 100 or 1000 shall be calculated to the nearest whole number, any fraction below half being dropped and a half and above being taken as one; for items, the unit of which in the contract is single (if not an integral quantity), the quantities shall be calculated to two places of decimals. Such measurements shall be taken of the Services in progress from time to time and at such intervals as in the opinion of the Contract Manager shall be proper regarding the progress of Service. The date and time on which 'on account' or 'final' measurements are to be made shall be communicated to the contractor who shall be present at the site and shall sign the results of the measurements (which shall also be signed by the Contract Manager or his representative) recorded in the official measurements book as an acknowledgement of his acceptance of the accuracy of the measurements. 3) If the contractor fails to attend, the service may be measured up in his absence, and such measurements shall, notwithstanding such absence, be binding upon the contractor whether or not he has signed the measurement books. 4) It shall be open to the contractor to take specific objection to any recorded measurements or Classification on any ground within seven days of the date of such measurements. Any re-measurement taken by the Contract Manager or his representative in the contractor's presence or absence after due notice has been given to him shall be final and binding on the contractor. No claim whatsoever shall after that be entertained regarding the accuracy and classification of the measurements. If the Contract Manager finds an objection raised by the contractor to be incorrect, the contractor shall be liable to pay the actual expenses incurred in re-measurements.
8.3 Variations and Claims	
8.3.1 Powers of Variations	<ol style="list-style-type: none"> 1) the Contract Manager, on behalf of the Procuring Entity, in consultation with the Contractor, order variations in writing to enlarge or extend, diminish, or reduce the Services or make any alterations in their design,

	<p>inputs, site, quantities, sequence or timing, dimensions or the method of their execution or the combination and use of materials for the execution thereof or to order any additional service to be performed or any Services not to be performed. The contractor shall not be entitled to any compensation for any increase/reduction in the quantities of work but shall be paid only for the actual amount of work done. Unless otherwise stipulated in the SCC, such variations shall not be more than plus/ minus 15% of the value of the Contract and must be broadly within the original scope/ character and purpose of the original contract.</p> <p>2) Unless otherwise stipulated in the SCC, the accepted variation in the quantity of each contract item would be upto 25% of the quantity initially contracted. The contractor shall be bound to carry out the service at the agreed rates and shall not be entitled to any claim or compensation whatsoever upto the limit of 25% variation in the quantity of the individual item of services.</p> <p>3) Unless otherwise stipulated in the SCC, If the Contract Managers decide to increase the variation beyond 125% of Contracted quantity after internal approvals, the rates and acceptability shall be mutually agreed upon.</p> <p>4) Unless otherwise stipulated in the SCC, the limit of 25% would apply to the value of the contract as a whole and not on individual items.</p>
8.3.2 Valuation of Variations	<p>Unless otherwise stipulated in the contract, the variation referred to in sub-clause above shall in no degree affect the validity of the contract; but shall be performed by the contractor as provided therein and be subject to the same conditions, stipulations, and obligations as if they had been initially and expressly included and provided for in the contract and the amounts to be paid therefore shall be calculated as per the Price Schedule. Any extra items/quantities of Services falling outside the purview of the provisions of Price Schedule above shall be paid for at the rates determined under GCC-clause 8.4 of these Conditions.</p>
8.4 Rates for Extra Items	<p>1) Unless otherwise stipulated in the SCC, any extra item of Service carried out by the contractor on the instructions of the Contract Manager which is not included in the Price Schedule shall be executed at the rate agreed upon between the Contract Manager and the contractor before the execution of such items of service.</p> <p>2) The contractors shall be bound to notify the Contract Manager at least seven days before the necessity arises to execute such extra items of Services for which the Price Schedule/ Contract does not include rate or rates.</p> <p>3) The rates payable for such extra items shall be decided at the meeting between the Contract Manager and Contractor, in as short a period as possible after the need for the extra item has come to the notice. In case</p>

	<p>the contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Procuring Entity shall be entitled to execute such extra items of Service by other means, and the contractor shall have no claim for loss or damage that may result from such procedure.</p> <p>4) Provided that if the contractor commences such items of Service or incurs any expenditure in this regard before the rates as determined and agreed upon as mentioned above, then and in such a case, the contractor shall only be entitled to be paid in respect of the Services carried out or expenditure incurred by him before the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Contract Manager. However, if the contractor is not satisfied with the decision of the Contract Manager in this respect, he may appeal to the Procuring Entity within 30 days of getting the decision of the Contract Manager, supported by analysis of the rates claimed. The Procuring Entity's decision after hearing both the parties in the matter would be final and binding on the contractor and the Procuring Entity.</p>
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9) DEPLOYMENT OF RESOURCES

9.1 Site and Assets thereon	
9.1.1 Site of Services Delivery	<p>1) The site for Service delivery shall be the lands, spaces, and other places on, under, in or through which the Services are to be carried out, and any other lands or places provided by the Procuring Entity for the contract.</p> <p>2) No land or building or any other asset belonging to or in possession of the Procuring Entity shall be occupied by the contractor without the permission of the Procuring Entity. The contractor shall not use or allow to be used the site for any purposes other than executing or concerning the execution of the services.</p> <p>3) Facilities for Inspection: the contractor shall afford the Contract Manager and his representative every facility for entering in and upon every portion of the site at all hours for inspection or otherwise and shall provide all facilities required for the purpose. The Contract Manager and his representative shall have free access to every part of the site and all places at which materials, tools, and plants are stored or prepared for the Services.</p> <p>4) Existing Roads and Waterways: Existing roads or water courses shall not be blocked, cut through, altered, diverted, or obstructed in any way by the contractor, except with the permission of the Contract Manager. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water</p>

	<p>courses by the contractor or his agent or his staff shall be recoverable from the contractor by deduction from any sums which may become due to him in terms of Contract, or otherwise according to law.</p> <p>5) Non-Obstruction of Access: During the progress of Services in any street or thoroughfare, the contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the Services and shall react and maintain at his cost barriers, lights and other safeguards as prescribed by the Contract Manager, for the regulation of the traffic, and provide security staff necessary to prevent accidents.</p> <p>6) No Obstruction to Flow of Work and Personnel of Procuring Entity: Contractor shall arrange his work in consultation with the Contract Manager in such a manner to avoid obstruction to the normal flow of work and personnel of the Procuring Entity at the site, preferably utilising non-business hours for such obstructive or hazardous activities</p>
9.1.2 Temporary Works at Site	<p>The contractor shall at his own expense erect temporary works, e.g., sheds, yards, and storehouses in such situations, and such numbers as in the opinion of the Procuring Entity is requisite for performing the Services. The contractor shall keep at each such sheds, yards, and store-houses a sufficient quantity of materials/ plant in stock as not to delay the performance of the Services with due expedition. The Procuring Entity and its representative shall have free access to the said sheds/yards/ store houses at any time to inspect the stock of materials or plant so kept in hand, and any materials or plant which the Procuring Entity may object to shall not be brought upon or used in the services but shall be forthwith removed from the sheds/yards/store houses by the contractor.</p>
9.1.3 Security Arrangements	<p>1) The contractor shall secure security arrangements at the site against unauthorised access/ trespass, pilferage, theft, leakage or misuse of property or belongings of his or his staff or Procuring Entity and its Staff by his staff or third parties or trespassers.</p> <p>2) Preservation of Peace:</p> <p>a) the contractor shall take requisite precautions and use their best endeavours to prevent any riotous or unlawful behaviour by or amongst their workers and others, employed directly or through the petty contractors or sub-contractors for services, and for the preservation of peace and protection of the inhabitants and security of property in the neighbourhood of the site of services.</p> <p>b) If the Procuring Entity stipulates maintenance of a special Police Force at or in the vicinity of the site during the tenure of service</p>

	<p>Contract, the expenses thereof shall be borne by the contractor and, if paid by the Procuring Entity, shall be recoverable from the contractor.</p> <p>3) Prohibition of Smoking and Intoxicants: the contractor or his staff or any labour employed through sub-contractors or petty contractors shall be prohibited from Smoking in ‘No Smoking Zone’ and in Public Places and also prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the contractor or any of his employees. The contractor shall exercise influence and authority to the utmost extent to secure strict compliance with this condition.</p>
9.1.4 Safety Issues	<ol style="list-style-type: none"> 1. The contractor shall be responsible for the safety of all activities on the Site. 2. The contractor shall be responsible for the safety of all persons employed by him on Site, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the contract manager or his representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the contractor in such cases expeditiously as per the Workmen's Compensation Act and other labour codes. 3. Safety of Public and Third parties: the contractor shall be <i>responsible for taking all precautions to ensure</i> the safety of the public and third parties, whether on public or Procuring Entity’s property and shall post look out, such persons as may, in the opinion of the Contract Manager, be required to comply with regulations appertaining to the service. No explosives shall be used for the Services rendered or on the site by the contractor. <p>The above shall be in conjunction with all other provisions stipulated in the SCC.</p>
9.1.5 Clearance of Site on Completion	On completion of the services, the contractor shall clear away and remove all tools /plants and surplus materials, rubbish and temporary works of every kind and leave the whole of the site clean, as per applicable laws.
9.2 Key and Non-Key Personnel	
9.2.1 Key Personnel	1) The titles agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of

	<p>the contractor's Key Personnel, shall be as prescribed in the SCC</p> <p>2) Except as the Procuring Entity may otherwise agree, no changes shall be made in the Key Personnel. If it becomes necessary to replace any of the Key Personnel for any reason beyond the contractor's reasonable control, the contractor shall provide as a replacement a person of equivalent or better qualifications, subject to GCC-clause 9.2.1.</p>
9.2.2 Non-Key Personnel	<p>1) The contractor must ensure deployment of non-key Personnel, whenever required for the performance of the Contract. If the Contract Manager believes that the contractor is not employing sufficient staff and workers as is specified or otherwise for the proper execution of the Services, he shall issue a notice to the contractor for remedial measures. The contractor shall forthwith on receiving intimation to this effect deploy the additional number of staff and labour as specified by the Contract Manager immediately, and failure on the part of the contractor to comply with such instructions shall entitle the Procuring Entity to penalize the contractor for the shortfall in performance or terminate the contract as per the contract and avail all the remedies thereunder. Such action shall be in addition to deduction from Contractor's payment cost of shortfall personnel.</p> <p>2) The contractor shall also deploy efficient and competent supervisory staff to give the necessary directions to his workers and to see that they provide their services desirably and adequately and shall employ only such supervisors, workers & labour in or about the execution of any of these Services as are careful and skilled in the various trades. Daily attendance records of such supervisors and labour shall be maintained.</p> <p>3) Procuring Entity reserves its right to ask for additional manpower, and the contractor shall be contractually bound to provide such manpower at one week's advance notice – which shall be paid extra at rates quoted.</p> <p>4) Police Verification of Labour employed by Contractor: the contractor must submit Police Verification certificates in a format prescribed by the Police Department (or as directed by the Contract Manager) for all contractual staff hired for delivery of Services for Procuring Entity.</p> <p>5) Restrictions on the Employment of Retired Staff or Officers or Managers of Procuring Entity Services within One Year of their Retirement: the contractor shall not, himself be a retired Government Manager of Gazetted rank, or engage any employee or associate who is a retired Government Manager of Gazetted rank, if such persons have not completed one year from the date of retirement, in connection with this Contract in any manner whatsoever without obtaining prior permission of the relevant authority. If the contractor is found to have contravened this provision, it shall constitute a breach of contract and</p>

	<p>Procuring Entity shall be entitled to terminate the contract and avail any or all the remedies thereunder.</p> <p>6) The contractor shall, when he is not personally present on the site of the workplace, shall keep a responsible agent during working hours who shall, on receiving reasonable notice, present himself to the Contract Manager and orders given by the Contract Manager or his representative to the agent shall be deemed to have the same force as if they had been given to the contractor. Before absenting herself, the contractor shall furnish the name and address of his agent for this clause and failure on the contractor's part to comply with this provision at any time shall entitle the Procuring Entity to terminate the contract and avail any or all the remedies thereunder.</p>
9.2.3 Removal of Personnel on Orders of Contract Manager	<p>1) If the Procuring Entity finds that any of the Personnel have (i) committed severe misconduct or have been charged with having committed a criminal act, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the contractor shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity, subject to sub-clause 2) below.</p> <p>2) The contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.</p>
9.3 Key and Non-Key Equipment, Tools and Plants	<p>1) The details of Key Equipment required to be deployed are described in the Scope of Work.</p> <p>2) Except as the Procuring Entity may otherwise agree, no changes shall be made in the deployment of Key Equipment. If it becomes necessary to replace any of the Key Equipment for any reason beyond the contractor's reasonable control, the contractor shall provide Equipment of equivalent or better performance as a replacement.</p> <p>3) The contractor must ensure deployment of non-key Equipment as per the Scope of Work. In the event of the Contract Manager believing that the contractor is not employing on the Services sufficient Equipment/Tools/ Plant as is specified or otherwise for the proper execution of the Services within the prescribed procedure and time, the contractor shall forthwith on receiving intimation to this effect deploy the additional equipment/ tools/ plants as specified by the Contract Manager immediately and failure on the part of the contractor to comply with such instructions shall entitle the Procuring Entity to penalize the contractor under shortfall in performance or terminate the contract as a breach of contract. Such action shall be in addition to a deduction from Contractor's payment cost of shortfall Equipment as per Equipment Deployment Plan.</p>

	<p>4) the Contract Manager or his representative shall be entitled to order within the time stipulated in the order:</p> <p>a) The removal of any equipment/ tools/ plants which in their opinion are not as per the performance standards.</p> <p>b) The substitution of proper and suitable equipment/ tools/ plants</p>
9.4 Materials Deployments	<p>1) Deployment of adequate inventory and supply chain of materials specified and provided in the contract or necessary for the delivery of Services or Personnel and Equipment deployed shall be of specified specification and quality and if not specified as per the best of market and business practices. The materials may be subjected to tests employing such machines, instruments and appliances as the Procuring Officer may direct and wholly at the contractor's expense.</p> <p>2) Except as the Procuring Entity may otherwise agree, no changes shall be made in such materials' deployment, inventory, or supply chain. If for any reason beyond the contractor's reasonable control, it becomes necessary to do so, the contractor shall provide a replacement by materials of equivalent or better quality.</p> <p>3) The contractor must ensure the deployment of materials as per the Scope of Work. In the event of the Contract Manager believing that the contractor is not employing on the Services sufficient materials/ inventory as is specified or otherwise for the proper execution of the Services within the prescribed procedure and time, the contractor shall forthwith on receiving intimation to this effect deploy additional materials/ inventory as specified by the Contract Manager immediately and failure on the part of the contractor to comply with such instructions shall entitle the Procuring Entity to penalize the contractor under shortfall in performance or terminate the contract as a breach of contract. Such action shall be in addition to deduction from Contractor's payment cost of shortfall materials as per Materials Deployment Plan in Format 1.1.3.</p>
9.5 Property in Equipment and Materials brought to Site	<p>The materials and plant brought by the contractor upon the site or on the land occupied by the contractor in connection with the Services and intended to be used for the execution shall not be removed from the site without the approval of the Procuring Entity. However, materials/ equipment which the Contract Manager rejects under GCC-clause 7.3 during the progress of the Services, or which after the grant of the certificate of completion, are declared as not needed or those that remain unused, can be removed from the site or the said land by the Contractor. This clause shall not in any way diminish the liability of the contractor nor shall the Procuring Entity be in any way answerable for any loss or damage which may happen to or in respect of any such materials or plant either by the same being lost, stolen, damaged, or destroyed by fire, tempest or</p>

	otherwise.
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10) DELIVERY OF SERVICES AND DELAYS

10.1 Works Programme	<ol style="list-style-type: none"> 1) Before commencement of the Services, the contractor shall submit for approval of the Contract Manager a Works Programme showing the Methods; schedule of delivery of services, the deployment plans for Personnel; Equipment and Materials for the execution of the services. The programme of delivery of Services amended as necessary by discussions with the Contract Manager shall be treated as the agreed Works programme for this Contract. The Services shall be carried out and monitored as per the approved Program as updated. 2) Unless otherwise stipulated in the contract or agreed between the parties, the Works Programme shall be based on round-the-clock (24X7) operations without violating statutory regulations.
10.2 Compliance to Contract Manager's Instructions	<ol style="list-style-type: none"> 1) the Contract Manager shall direct the order in which the several components of the Services shall be provided, and the contractor shall execute without delay all orders given by the Contract Manager from time to time. Still, the contractor shall not be relieved thereby from responsibility for the due performance of the Services in all respects. 2) Any instructions or approval given by the Contract Manager's representative to Contractor in connection with the Services shall bind the contractor as though the Contract Manager had given it provided as follows – <ol style="list-style-type: none"> a) Failure of the Contract Manager's representative to disapprove any work/ Services or materials shall not prejudice the power of the Contract Manager after that to disapprove such Services or material and order the rectification thereof. b) If the contractor is dissatisfied because of any decision of the Contract Manager's representative, he shall be entitled to refer the matter to the Head of Procurement through the Contract Manager, who shall there upon confirm or vary such decision. 3) Compliance with Contractor's Request for Details: the Contract Manager shall furnish with reasonable promptness, after receipt of the contractor's request, additional instructions regarding procedures, specifications or otherwise, necessary for the proper performance of the Services or any part thereof. All such procedures, specifications and instructions shall be consistent with the contract Documents and reasonably inferable from them.
10.3 Commencement of Services	Shall be as stipulated in the SCC.

10.4 Time for Delivery of services and Extensions Thereof	<p>The time and uninterrupted delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole; the contractor shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule stipulated in SCC. If at any time during the currency of the contract, the contractor encounters conditions hindering the timely performance of services, the contractor shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract in terms of the following clauses.</p>
10.4.1 Extension Due to Modification	<p>The Contract Manager might grant a reasonable extension of the completion date if any modifications ordered materially increase the time for delivery of the services. The contractor shall be responsible for requesting such extension of the date as soon as the cause thereof shall arise and in any case not less than one month before the expiry of the date fixed for completion of the services.</p>
10.4.2 Extension for Delay Not Due to Contractor	<ol style="list-style-type: none"> 1) If in the opinion of the contractor, the progress of Services has any time been delayed due to following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the Contract Manager, but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services: <ol style="list-style-type: none"> i) any act or neglect of other contractor employed by the Procuring Entity or in executing the work/service not forming part of the contract but on which Contractor's performance necessarily depends or ii) proceeding taken or threatened by or dispute with external third parties arising otherwise than from the contractor's own default etc. or iii) any act or neglect of Procuring Entity's employees or iv) delay authorized by the Contract Manager pending arbitration or v) the contractor not having received in due time necessary instructions from the Procuring Entity for which he shall have especially applied in writing to the Contract Manager or his authorized representative. vi) hand over possession of the site or the necessary facilities/ documents/ data or instructions by the Procuring Entity to the

	<p>contractor or</p> <p>vii) give the necessary notice to commence the services, or</p> <p>viii) any other delay caused by the Procuring Entity due to any other cause whatsoever.</p> <p>2) the contractor may also indicate the period for which the Services is likely to be delayed and ask for a necessary extension of time. On receipt of such request from the contractor, the Contract Manager shall consider the same and grant such extension of time as in his opinion is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for works so carried forward to the extended period. The same rates, terms, and conditions as the original contract shall apply during the extended period.</p>
10.4.3 Extension of Time for Delay Due to Contractor	<p>1) If the contractor fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in GCC-clause 10.4.1 and 10.4.2 above, the Procuring Entity may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.</p> <p>2) On such extension, the Procuring Entity shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the contractor as agreed damages and not by way of penalty Liquidated Damages as per GCC-clause 10.5 below.</p> <p>3) Provided further, that if the Procuring Entity is not satisfied that the service can be completed by the contractor or in the event of failure on the part of the contractor to complete the service within the extension of time allowed further as aforesaid, the Procuring Entity shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.</p> <p>4) Inordinate Delays: Delays due to the contractor of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the contractor in future tenders. A show-cause notice shall be issued to the contractor before declaring it a poor performance. Such delays may be considered as a breach of the contract at the option of the Procuring Entity.</p>
10.5 Damages and Deduction thereof	

10.5.1 Right of the Procuring Entity to recover Damages	Procuring Entity shall be entitled to, and it shall be lawful for him to recover damages for the shortfall in performance and Liquidated damages as detailed in this clause from all payments due or any Performance Security or any retention money. This clause does not limit Procuring Entity from imposing more than one damages under the contract, and such damages shall be applied concurrently.
10.5.2 Damages for Shortfall in Performance	The Procuring Entity shall, without prejudice to other rights and remedies under the contract, recover as damages for the shortfall in performance, but not as a penalty, 0.5% percent (or any other percentage prescribed) of the delivered price (including elements of GST & freight) of the defective Services, if the contractor fails to perform the Services as per Performance Standards and Quality, without having to prove actual loss incurred.
10.5.3 Liquidated Damages	<ol style="list-style-type: none"> 1. Subject to GCC-clause 10.4, if the contractor fails to perform the Services within the time frame(s) incorporated in the contract, the Procuring Entity shall, without prejudice to other rights and remedies available to the Procuring Entity under the contract, deduct from the contract price, as liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum as specified in SCC. Besides liquidated damages during such a delay, the denial clause as per GCC-clause 10.5.4 shall also apply. 2. Any failure or delay by any sub-contractor, though their employment may have been sanctioned, shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.
10.5.4 Denial Clause	<ol style="list-style-type: none"> 1) No increases in price on account of any statutory increase in or fresh Imposition of GST, or on account of any other taxes/ duty/ cess/ levy) leviable in respect of the Services and incidental goods/ works stipulated in the said Contract which takes place after the original delivery date shall be admissible on such of the said Services, as are delivered after the said date; and 2) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including the price variation clause, no such increase after the original delivery date shall be admissible on such Services delivered after the said date. 3) Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, or on account of any other Tax or duty or any other ground as stipulated in the price variation clause, which takes place after the expiry of the original delivery date

10.5.5 Limit on Total Damages	However, deduction on account of damages for delays and performance under the clause GCC 10.5.2 & 10.5.4, put together shall be subject to a maximum of rates prescribed in SCC. Penalties/ liabilities outside this clause shall be covered by clause GCC 13.1.5
10.6 Suspension of Services	
10.6.1 Suspension Ordered by Contract Manager	<p>The contractor shall, on the order of the Contract Manager, suspend the progress of the Services or any part thereof for such time or times and in such manner as the Contract Manager may consider necessary, and shall during such suspension, adequately protect and secure the site and assets so far as is necessary in the opinion of the Contract Manager. If such suspension is:</p> <ol style="list-style-type: none"> 1) Provided for in the contract, or 2) Necessary for the proper execution of the Services or because of extraneous conditions or by some default on the part of the contractor and or 3) Necessary for the safety of the Services or any part thereof.
10.6.2 Extension of Time and Compensation	The contractor shall not be entitled to the extra costs, if any, incurred by him during the period of suspension of the service, but in the event of any suspension ordered by the Contract Manager for reasons other than aforementioned and when each such period of suspension exceeds 14 days, the Contract Manager shall extend the time of service for completion of the Services as he may consider proper, having regard to the period or periods of such suspensions and such compensations as the Contract Manager may consider reasonable in respect of expenses incurred by the contractor during the periods of such suspension.
10.6.3 Suspension Lasting more than 3 months	If the Contract Manager suspends the Services or any part thereof for more than three months at a time, the contractor may serve a written notice on the Contract Manager requesting permission to proceed with the suspended part(s) of service. If such permission is not granted within 15 days from the receipt thereof, the contractor by further written notice may, treat the suspended part(s) of the service as deleted from the Contract. If the whole of the services has been suspended, he may treat it as a breach of the contract by the Procuring Entity and avail any or all remedies provided in this regard in the contract.
10.7 Force Majeure	<ol style="list-style-type: none"> 1) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions,

	<p>epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination.</p> <p>2) Notwithstanding the remedial provisions contained in GCC-clause 10.5 and 13, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.</p>
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11) PRICES AND PAYMENTS

11.1 Prices	
11.1.1 Firm Prices	Unless otherwise stipulated in the SCC, Prices shall be fixed and firm.
11.1.2 Price Variation Clause	<p>1) In case the SCC provides for a Price Variation Clause or variation on any other account, the price shall be subject to adjustment as per such clauses, only during the original Delivery Period, subject to the following:</p> <p>2) Any increase due to such variations during the extended delivery period, beyond the original delivery period, shall not be paid by the Procuring Entity; however, it shall be entitled to any reduction during this period under the GCC-clause 10.5 (Denial Clause).</p> <p>3) Taxes and duties, if any, chargeable and payable on the Services shall be charged on the net price after variations.</p> <p>4) While claiming payments where such variations are applicable, the contractor must submit its calculations for each invoice, even if the payment on account of these variations is nil. Any price reduction due to such variations must be passed on to the Procuring Entity.</p> <p>5) No Other Claim due to Variations: With the payment of such variations, no additional individual claim shall be admissible on account of fluctuations in market rates, increase in taxes/any other</p>

	<p>levies/tolls etc.</p> <p>6) If the Price Variation is applicable as per the SCC, the price shall be subject to adjustment to take care of the changes in the cost of labour, material, and fuel/ power components as per the price variation formula specified therein. The amount payable on account of Price variation shall be settled every quarter.</p> <p>7) Base Month and Quarter: Unless otherwise stipulated in the contract, the Base Month for 'Price Variation Clause' shall be taken as the month before the month of the last date of bid submission, if any, unless otherwise stated elsewhere. The Base Quarter for applicability of PVC shall end on the Base Month. Unless the contract has stipulated a different time lag for reckoning Price Variation, the month of reckoning the varied price shall be the month before the month in which delivery has been made. The Quarter of reckoning for applicability of PVC shall end on the Month of reckoning. The Price Variation shall be based on the relevant Indices in the Base Quarter and Quarter of reckoning.</p> <p>8) Applicability: If Contract provides for some inputs to be supplied by Procuring Entity free or at a fixed rate, cost of such inputs shall be excluded from the value of the Goods supplied in the relevant quarter for payment/recovery of price variation.</p>
11.2 Taxes and Duties	<p>1) the contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Services to the Procuring Entity. Further instruction, if any, shall be as provided in the SCC.</p> <p>2) If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc</p> <p>3) Payment of GST Tax under the contract:</p> <p>(a) The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery of Services shall be shown being made in the name, location/ state, and GSTIN of the beneficiary of the Services only, the location of the procurement office of the procuring entity has no bearing on the invoicing.</p> <p>(b) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out</p>

	<p>of such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The contractor shall also refund the appropriate amount to the Procuring Entity immediately after receiving the same from the concerned authorities.</p> <p>(c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess delivery of Services or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.</p> <p>(d) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the provision of Services is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:</p> <ol style="list-style-type: none"> i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed. ii) However, the Procuring Entity shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law. iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract. iv) In case of profiteering by the contractor relating to GST tax, the contractor shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act. <p>(e) The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.</p> <p>(f) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.</p> <p>4) Statutory Variation Clause: Unless otherwise stated in the contract,</p>
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	<p>statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates takes place after the last date of bid submission.</p>
<p>11.3 Terms and Mode of Payment</p>	<ol style="list-style-type: none"> 1) Unless otherwise stipulated in SCC, the usual payment term is 100% on delivery and acceptance of Services at 'the Site' by the Procuring Entity and the contractor's production of all required documents. 2) The payments shall be made in the manner as per Procuring Entity's payment procedures. Unless otherwise stipulated in the SCC, payments above INR 5,000 (or any other threshold specified) to Contractors shall be made through EFT only. The contractor shall give his consent in a mandate form for receipt of payment through NEFT. In case of non-payment through EFT, or where the EFT facility is not available, payment may be released through cheque. 3) In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Tenders, payment to foreign bidders shall be made in the currency/ currencies authorized in the contract. However, agency commission and local value addition shall be paid only in Indian Rupees. 4) the contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein. 5) While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.
<p>11.4 Withholding and lien in respect of sums claimed:</p>	<ol style="list-style-type: none"> 1) Whenever any claim or claims for payment of a sum of money arises against the contractor, out of or under the contract, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from <ol style="list-style-type: none"> a) any security or retention money, if any, deposited by the contractor. b) any sum(s) payable till now or hereafter to the contractor under the same Contract or any other contract with the Procuring Entity if

	<p>the security is insufficient or if no security has been taken from the contractor.</p> <ol style="list-style-type: none"> 2) Where the contractor is a partnership firm or a limited company, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise. 3) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under clause GCC 12 and/ or 13. The contractor shall have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor. 4) Lien in respect of Claims in other Contracts: Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Procuring Entity or Government against any claim of the Procuring Entity or Government in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Procuring Entity or Government
11.5 Payments to Contractor	<ol style="list-style-type: none"> 1) Time-Based (Inputs admeasurement): Unless otherwise stipulated in SCC, payments shall not be made for any extra inputs deployed over and above the Input Deployment Plans (Personnel, equipment, materials etc.) mentioned in the contract. Nevertheless, if such inputs are deployed less than those stipulated, deductions shall be made based on the rates indicated for the inputs (Personnel, equipment, materials etc.) in the contract. 2) Unit-Rate (Output admeasurements): Unless otherwise stipulated in SCC, payments shall be made every month for the volume of Services rendered during the period. 3) Lumpsum: Unless otherwise stipulated in SCC, payments shall be made only on completion of Services. 4) Percentage (of Value of Transactions): Unless otherwise stipulated in SCC, the payment for the total price of Services calculated at the percentage of the actual value of Activities rendered shall be made either every month or on completion of milestones or on completion of entire Services whichever is stipulated in the contract.
11.5.1 "On-Account" Payments	The contractor shall be entitled to be paid every month (unless otherwise stipulated in the SCC) by way of "On-Account" payment, only for such

	<p>Services, as in the opinion of the Contract Manager, the contractor has executed in terms of the contract during the month. All payments due against the Contract Manager or his representative's certificates of measurements shall be subject to any deductions, which may be made under the contract, always provided that the Contract Manager may by any certificate make any correction or modification in any previous certificate, which he may have issued. The Contract Manager may withhold any certificate if the Services or any part thereof are not being carried out as per the contractual performance standards.</p>
<p>11.5.2 On Account Payments Not Prejudicial to Final Settlement</p>	<p>"On-Account" payments made to the contractor shall be without any prejudice to the final settlement of the accounts (except where measurements are noted explicitly in the Measurement Book as "Final Measurements" and the contractor has signed it such). They shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of service having been executed nor of the manner of its execution being satisfactory.</p>
<p>11.5.3 Claims for Variations</p>	<p>If the SCC provides, the contractor shall prepare and furnish to the Contract Manager once in every month an account giving complete and detailed particulars of all claims for any additional expenses to which the contractor may consider himself entitled to and of all extra or additional works ordered by the Contract Manager which he has executed during the preceding month and no claim for payment for and such work shall be considered which has not been included in such particulars.</p>
<p>11.5.4 Advance Payments</p>	<ol style="list-style-type: none"> 1) If the SCC provides explicitly for Advance Payments to be made to the contractor, the following procedure shall apply: <ol style="list-style-type: none"> a) On the request of the contractor, the Procuring Entity shall make the following advance payment (subject to a maximum of 10% (ten percent) of the initial contract price) to the contractor against submission by the contractor of an Unconditional Bank Guarantee from a Commercial bank acceptable to the Procuring Entity in amounts equal to 110% (one hundred ten percent) of the amount of the advance payment being requested. Advance payments shall be released in not less than two instalments, commensurate with the progress of work and mobilization of required equipment etc.: <ol style="list-style-type: none"> i) Mobilization advances up to 5% (five percent) of the initial contract price. ii) Equipment Advance up to 90 % (ninety percent) of the cost of the new equipment brought to the site. 2) The Bank Guarantee shall remain effective until the advance payment has been repaid, but the amounts repaid by the contractor shall progressively reduce the guaranteed amount. Interest shall not be

	<p>charged on the advance payment. However, if the contract is terminated due to the contractor's default, the Mobilization Advance and the Equipment Advance shall be deemed an interest-bearing advance at the prevailing rate (MIBID - Mumbai Interbank Bid Rate) on the date of such advance payment.</p> <p>3) the contractor is to use the advance payment only to pay for Equipment, plant and Mobilization expenses explicitly required for the performance of Services. The contractor shall demonstrate that the advance payment has been used in this way by Utilization certificate enclosing copies of invoices or other documents to the Contract Manager. Further instalments shall be released after getting a satisfactory utilization certificate from the contractor for the earlier instalment. In case of Equipment advance, insurance and hypothecation to the Procuring Entity must be ensured by the Contractor.</p> <p>4) The advance payment shall be recovered in a time-based manner not linked with the progress of work by deducting proportionate amounts from payments otherwise due to the contractor for the Services performed. Any delayed recoveries due to late submission of bills by the contractor shall attract interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate). No account shall be taken of the advance payment or repayment in assessing valuations of Services performed, variations, price adjustments, or liquidated damages.</p>
11.5.5. Preconditions for Passing the Bills	<p>1) the Contract Manager shall ensure and cross-check with all relevant records before passing the bills of the contractor. Upon verification of the records by Procuring Entity, payments can be released to the contractor.</p> <p>2) The contractor shall ensure that Minimum gross wages, including ESI, EPF etc., (wherever applicable) is paid as per the actuals by the contractor to all workers, and portions to be deposited with the relevant authorities has also been deposited by him. If the contractor fails to pay the gross minimum wages, the same shall be informed to the Regional Labour Commissioner.</p> <p>3) the Contract Manager shall ensure that the contractor submits all the relevant records related to applicable statutory obligations and agreement conditions for claiming monthly bills.</p>
11.6 Completion Certificate and Final Payment	
11.6.1 Completion Certificate	Upon a written intimation from the contractor, the Contract Manager shall issue a certificate of completion duly indicating the date of completion

	<p>after satisfying himself of the following. The Contract Manager may also issue such a certificate indicating the date of completion concerning any part of the service (before the completion of the whole of service), which has been completed to the satisfaction of the Contract Manager:</p> <ol style="list-style-type: none"> 1) that the whole of the Services to be done under the provisions of the contracts have been completed or when any such certificate is given in respect of part of a service, such part shall be considered completed. 2) that they have been inspected by him since their completion and found to be in good and substantial order, 3) that such completed services have satisfactorily passed any final test or tests that may be prescribed, 4) that all properties, works and things, removed, disturbed, or damaged in consequence of the Services have been adequately replaced and 5) that the contractor has returned in good condition, all assets loaned or hired from the Procuring Entity and has given a satisfactory account of payments made to or retained by the Procuring Entity for such loaned/ hired assets, 6) that the contractor has made good and satisfied in conformity with the contract all expenses and demands: <ol style="list-style-type: none"> a) incurred by or made upon by the Procuring Entity. b) for or in respect of damages or losses from or in consequence of the services
11.6.2 Approval Only by completion certificate	No certificate other than completion certificate referred to in sub-clause above shall be deemed to constitute approval of any service or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof or of the accuracy of any claim or demand made by the contractor or of additional varied Services having been ordered by the Contract Manager nor shall any other certificate conclude or prejudice any of the powers of the Contract Manager.
11.6.3 Cessation of Procuring Entity's Liability	After the issue of Completion Certificate, the Procuring Entity shall not be liable to the contractor for any matter arising out of or in connection with the contract for the delivery of the Services, unless the contractor shall have claimed in writing in respect thereof before the issue of the Completion Certificate for service in Contract.
11.6.4 Unfulfilled Obligations	Notwithstanding the issue of Completion Certificate for service, the contractor and the Procuring Entity shall remain liable for the fulfilment of any obligation incurred under the provision of the contract before the issue of the Completion Certificate for service, which remains

	unperformed at the time such certificate is issued. The contract shall be deemed to remain in force till the nature and extent of any such obligations are determined.
11.6.5 Final Payment	<p>The contractor shall submit a Final bill on the Contract Manager's certificate of completion regarding the services. The Final payment shall be made as per the following calculations to the contractor after receiving a clear "No Claim Certificate" signed from him:</p> <ol style="list-style-type: none"> 1) the total quantity of service executed by the contractor up to the completion date based on the Contract Manager or his representative's certified measurements. 2) priced at the rates in the Price Schedule in the contract and for extra works on rates determined under GCC-clause 8.4 of these Conditions. 3) necessary adjustment for any payments already made or retained 4) any deduction which may be made under the contract, 5) a complete account of all claims Contractor may have on the Procuring Entity, and the Contract Manager gave a certificate in writing that such claims are correct
11.6.6. No claim Certificate and Release of Contract Securities	<p>The contractor shall submit a 'No-claim certificate' to the Procuring Entity in such form as shall be required by the Procuring Entity after the Services are finally admeasured and before the final payment/ performance securities are released. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Contactor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.</p>
11.6.7 Post Payment Audit	<p>Notwithstanding the issue of Completion Certificate and release of final Payment, the Procuring Entity reserves the right to carry out within 180 days (unless otherwise stipulated in the contract) of such completion/ final payment, a post-payment audit and/ or technical examination of the Services and the final bill including all supporting vouchers, abstracts etc. If any over-payment to the contractor is discovered due to such examination, the Procuring Entity shall claim such amount from the contractor.</p>

11.6.8 Signature on Receipts for Amounts	<p>Every receipt for money, which may become payable, or for any security which may become transferable to the contractors, under the contract, shall if signed in the partnership name by any one of the partners of a Contractor's firm, be a suitable and sufficient discharge to the Procuring Entity in respect of the sums of money or security purported to be acknowledged thereby. In the event of death of any contractor, partners during the pendency of the contract, every receipt by anyone of the surviving constituents shall be suitable and sufficient discharge as aforesaid. Nothing in this Clause shall be deemed to prejudice or effect any claim that the Procuring Entity may hereafter have against the legal representative regarding any breach of any contract conditions by any contractor partner/member so dying. Nothing in this clause shall be deemed to prejudice or effect the respective rights or obligations of the contractor partners/ members and the legal representatives of any deceased Contractor partners/ members.</p>
11.7 Defects Liability Period	<ol style="list-style-type: none"> 1) The contractor warrants that the Services have been delivered as per description, scope/ quantum, performance standards and quality outlined in the contract. This Defect Liability shall be in effect for a period stipulated in the contract (or if not specified for ninety (90) days) from completing the Services. The contract shall be deemed alive during this period, even if final payment and/ or Performance Guarantee has been released. 2) During the Defects Liability Period, upon discovering any deficiencies in outputs/ outcomes attributable to a shortfall in scope/ quantum, performance standards and quality of the performed Services, the Procuring Entity shall give written notice to the contractor. 3) Upon receiving such notice, the contractor shall, within 21 days (or within any other period, if stipulated in the contract), expeditiously remedy or re-perform the Services or parts thereof, free of cost, at the site. 4) If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract, and the Procuring Entity shall proceed to take such remedial action(s) as deemed fit by it as detailed
11.8 Payment Against Time-Barred Claims	<p>All claims against the Procuring Entity shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful for it to reject such claims.</p>
11.9 Commissions and Fees	<p>The Service Provider shall disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents</p>

	concerning the selection process or execution and performance of this Contract. The information disclosed must include the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.
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12) RESOLUTION OF DISPUTES

12.1 Disputes and Excepted Matters	<p>1) All disputes and differences between the parties hereto, as to the construction or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Contract Manager and the contractor, shall be hereinafter called the “Dispute”.</p> <p>2) The aggrieved party shall give a ‘Notice of Dispute’ indicating the Dispute and claims citing relevant Contractual clause to the designated authority requesting for invoking the following dispute resolution mechanism.</p> <p>3) The Dispute shall be resolved without recourse to courts through the dispute-resolution mechanisms set out below, in the order in which they are prescribed. No subsequent mechanism may be invoked unless the preceding mechanism has first been initiated and has either failed to resolve the Dispute within the stipulated time period or has otherwise been exhausted. The order of dispute resolution mechanisms shall be:</p> <ul style="list-style-type: none"> i) Adjudication ii) Conciliation iii) Arbitration
12.2 Excepted Matters	<p>Matters for which provision has been made in any Clause of the contract shall be deemed as ‘excepted matters’ (matters not disputable/ arbitrable), and decisions of the Procuring Entity, thereon shall be final and binding on the contractor. The ‘excepted matters’ shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration.</p> <p>However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:</p> <p>1) Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract (“Third Party Claim”), including, but not limited to, a Party’s right to seek contribution</p>

	<p>or indemnity from the other Party in respect of a Third-Party Claim.</p> <ol style="list-style-type: none"> 2) Issues related to the pre-award tender process or conditions 3) Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor. 4) Provisions incorporated in the contract, which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to <ol style="list-style-type: none"> a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government b) Provisions regarding restrictions on Entities from Countries having land borders with India in terms of the Government's policies in this regard c) Purchase preference policies regarding MSEs and Start-ups
12.3 Adjudication	<ol style="list-style-type: none"> 1) After exhausting efforts to resolve the Dispute with the Contract Manager executing the contract on behalf of the Procuring Entity, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. 2) During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. 3) If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned timeframe, the contractor may proceed to invoke the process of Conciliation as follows.
12.4 Conciliation of disputes	<ol style="list-style-type: none"> 1) Any party may invoke Conciliation by submitting "Notice of Conciliation" to the Head of the Procuring Organisation. Since conciliation is a voluntary process, within 30 days of receipt of "Notice of Conciliation", the Head of the Procuring Organisation shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.

	<ol style="list-style-type: none"> 2) The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of Contract, within 60 days from the date of appointment of Conciliator. 3) If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement. 4) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings. 5) Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows: <ol style="list-style-type: none"> a) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or b) By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated, on the date of such declaration; or c) If the parties fail to reach an agreement on a settlement of the dispute, within 60 days of the appointment of Conciliator 6) On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.
12.5 Arbitration Agreement	
12.5.1 This Agreement	<ol style="list-style-type: none"> 1) This Arbitration Agreement (hereinafter referred to as this “Agreement”) relating to this Contract (hereinafter called the “Main Agreement” for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). 2) All arbitration proceedings under this Agreement shall be governed by The Arbitration Act. 3) The Arbitral Tribunal shall consist of three arbitrators. Each Party to the dispute shall appoint one arbitrator and the Party or Parties shall so advise the other Parties. The two arbitrators appointed by the Parties shall appoint the third arbitrator. 4) If the two arbitrators appointed by or on behalf of the Parties fail to agree on the appointment of the third arbitrator within thirty (30) days of the appointment of the second arbitrator and if the parties do not agree, at

	<p>the request of either Party, the third arbitrator all be appointed in accordance with the Arbitration & Conciliation Act, 1996.</p> <p>5) If any of the arbitrators fails or is unable to act, his successor shall be appointed by the party or person who originally appointed in such a manner set out in this Article as if he was the first appointment. The decision of the arbitral tribunal shall be final and binding on the parties.</p> <p>6) The fees payable to the arbitrator or the arbitral tribunal appointed under this Clause shall be as per the fee schedule prescribed in the Fourth Schedule to the Arbitration Act.</p> <p>7) Seat and Venue of Arbitration: The seat of arbitration shall be New Delhi. The venue of arbitration shall be the same as the seat of arbitration. However, in terms of section 20 of The Arbitration Act, the arbitrator, at their discretion, may determine a venue other than the seat of the arbitration without in any way affecting the legal jurisdictional issues linked to the seat of the arbitration.</p> <p>8) Language of arbitration: The arbitration proceedings shall be conducted in English.</p> <p>9) The right to arbitrate under this Contract shall survive upon the expiry or termination of this Contract</p> <p>10) The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, such disputes shall be adjudicated accordingly. For the avoidance of doubt, proceedings before the Facilitation Council, including any reference to arbitration under Section 18, shall prevail over this Arbitration Agreement.</p>
12.5.2 Notice for Arbitration	<p>1) In the event of any dispute as per GCC-clause 12.1 above, if the Adjudicator fails to decide within 60 days (as referred in 12.3 above), or the Conciliation is terminated (as referred in sub-clause 12.4 above) then, parties to the contract, after 60 days but within 120 days of ‘Notice of Dispute’ (clause 12.1 above) may refer the dispute to arbitration.</p> <p>2) The “Notice for arbitration” shall specify the matters in question or subject of the dispute or difference indicating the relevant contractual clause, as well as the amount of claim item-wise.</p>
12.5.3. Savings	<p>The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of The Arbitration Act.</p>

13) DEFAULTS, BREACHES, TERMINATION, AND CLOSURE OF CONTRACT

13.1 Termination due to Breach, Default, and Insolvency	
13.1.1 Defaults and Breach of Contract	<p>In case the contractor undergoes insolvency or receivership; neglects or defaults or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:</p> <ol style="list-style-type: none">1) Default in Performance and Obligations: if the contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.2) Insolvency: If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or3) Liquidation: if the contractor is a DGH being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture- holders to appoint a Receiver, Liquidator or Manager
13.1.2 Notice for Default	<p>As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.</p>
13.1.3 Terminations for Default	<ol style="list-style-type: none">1) Notice for Termination for Default: In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

	<p>2) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.</p> <p>3) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.</p> <p>4) All Defect Liability obligations, if any, shall continue to survive despite the termination.</p>
<p>13.1.4 Contractual Remedies for Breaches/Defaults or Termination for Default</p>	<p>If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.</p> <p>1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.</p> <p>2) Call back any loaned property or advances of payment, if any, with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).</p> <p>3) Recover liquidated damages and invoke denial clause for delays.</p> <p>4) Encash and/ or Forfeit performance or other contractual securities.</p> <p>5) Prefer claims against insurances, if any.</p> <p>6) Terminate Contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.</p> <p>7) Risk and Cost Procurement: In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the “Risk and Cost” of the contractor. Such Risk and Cost Procurement must be contracted within six months from the breach of Contract. The contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.</p> <p><i>Note: Regarding the Services that are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.</i></p> <p>8) Initiate proceedings in a court of law for the transgression of a law, tort,</p>

	and loss, not addressable by the above means.
13.1.5 Limitation of Liability	Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.
13.2 Termination for Default/ Convenience of Procuring Entity and Frustration	
13.2.1 Notice for Determining of Contract	<ol style="list-style-type: none"> 1) The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of Contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the Contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the Contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the Contract is terminated, and the date with effect from which such termination shall become effective. 2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties. 3) Unless otherwise instructed by the Procuring Entity, the Contractor shall continue to perform the Contract to the extent not terminated. 4) All Defect Liability obligations, if any, shall continue to survive despite the termination. 5) The Services and incidental goods/ works that can be delivered or performed within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Services and incidental goods/ works, the Procuring Entity may decide: <ol style="list-style-type: none"> a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or b) To cancel the remaining portion of the Services and incidental goods/ works and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Services and incidental goods/ works

13.2.2 Frustration of Contract	<ol style="list-style-type: none"> 1) Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a ‘Notice of Frustration Event’ to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a ‘Notice for Determining the contract’ and terminate the contract due to its frustration as in the sub-clause above. 2) However, the following shall not be considered as such a supervening cause <ol style="list-style-type: none"> a) Lack of commercial feasibility or viability or profitability or availability of funds b) if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.
13.2.3 Closure of Contract	<p>The contract shall stand closed upon:</p> <ol style="list-style-type: none"> 1) Successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment. 2) Termination and settlements after that, if any, as per clause 13.1 or 13.2 above.

14) CODE OF INTEGRITY IN PUBLIC PROCUREMENT; MISDEMEANOURS AND PENALTIES

14.1 Code of Integrity	<p>Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:</p> <ol style="list-style-type: none"> 1) “Corrupt practice” - making offer, solicitation or acceptance of a bribe, reward or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process; 2) “Fraudulent practice” - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information, for participation in a tender process or
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	<p>to secure a Contract, or in the execution of the contract;</p> <p>3) “Anti-competitive practice” - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;</p> <p>4) “Coercive practice” - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;</p> <p>5) “Conflict of interest” – participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;</p> <p>6) “Obstructive practice” - materially impede procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;</p>
14.2 Obligations for Proactive Disclosures	<p>1) Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to suo-moto proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.</p> <p>2) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.</p>
14.3 Misdemeanours	The following shall be considered misdemeanours - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during

	<p>the execution of resultant contracts:</p> <ol style="list-style-type: none"> 1) violates the code of Integrity mentioned in GCC-clause 14.1 or the Integrity Pact (if included in the Tender/ Contract); 2) has been convicted of an offence: a) under the Prevention of Corruption Act, 1988; or b) Bharatiya Nyaya Sanhita (BNS), 2023 (or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract. 3) It is determined by the Government of India to have doubtful loyalty to the country or national security consideration. 4) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement; or
14.4 Penalties for Misdemeanours	Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ contractor directly or through an agent has violated this code of integrity or committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled. It shall be lawful on his part to take appropriate measures, including the following:
14.4.1 if his bids are under consideration in any procurement	<ol style="list-style-type: none"> 1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security. 2) calling off of any pre-contract negotiations, and; 3) rejection and exclusion of Bidder from the Tender Process
14.4.2 if a contract has already been awarded	<ol style="list-style-type: none"> 1) Termination of Contract for Default and availing of all remedies prescribed thereunder; 2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement; 3) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate);
14.4.3 Remedies in addition to the above:	<p>In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:</p> <ol style="list-style-type: none"> 1) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of

	<p>anti-competitive practices;</p> <ol style="list-style-type: none"> 2) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the BNS or any other law for transgression not addressable by other remedies listed in this sub-clause. 3) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal. 4) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible. 5) Debar a bidder/ contractor from participation in future procurements as follows: <ol style="list-style-type: none"> a) A Ministry/ Department may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 14.3 -1) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website. b) Central Government may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in sub-clause GCC 14.3 - 2) or 3) above. Central Public Procurement Portal (CPPP) shall publish a list of such centrally debarred bidders.
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CHAPTER III: SPECIAL CONDITIONS OF CONTRACT

1. For the purposes of this Contract, the Directorate General of Hydrocarbons (DGH) shall be the Procuring Entity as defined under GCC Clause 1.2 (24).
2. The following conditions supplement and, where expressly stated, modify or replace the corresponding provisions of the GCC. In the event of conflict, these conditions shall prevail in accordance with the order of precedence in Clause 2.5 of the GCC. Terms defined herein prevail over any definition in Clause 1.2 of the GCC, and the rules of interpretation in Clause 1.1 of the GCC apply throughout.

SECTION 1: GENERAL

GCC Clause No.	Title	SCC Provision
1.3	Definitions Applicable to this Contract	<p>In this Contract, unless the context otherwise requires, the following definitions apply in addition to and, where indicated, in modification of the definitions in GCC Clause 1.2. In the event of conflict, this Clause prevails over GCC Clause 1.2. Definitions are listed in alphabetical order within each Part.</p> <p><u>PART I: NEW DEFINITIONS</u></p> <p><i>The following terms are not defined in GCC Clause 1.2 and are introduced by this Contract.</i></p> <p>36) "2D / 3D Derived Output" means the reprocessed and interpreted 2D / 3D seismic data and all derivative products generated by the Contractor from or by reference to the Legacy Data under Part A, including reprocessed seismic volumes, velocity models, structural maps, horizon and fault interpretations, lead and prospect assessments, the LP Report, and all intermediate and final processing and interpretation products. The identification of areas for 3D acquisition, being a product of interpretation of the Legacy Data, forms part of the 2D / 3D Derived Output.</p> <p>37) "3D Output" means all 3D seismic data acquired, processed and interpreted under Part B, including raw field data, processed gathers, final stack volumes, FWI velocity models, interpretation projects and all intermediate and final products thereof.</p> <p>38) "Acquired Data" means the 2D / 3D Derived Output and the 3D Output collectively. All Acquired Data vests in DGH from the moment of creation pursuant to Clause 5.7.1.</p> <p>39) "Contractor Group" means the Contractor and all of its affiliates, parent companies, subsidiaries, Consortium</p>

		<p>members, sub-contractors and agents involved in performing this Contract.</p> <p>40) "Contractor's Tools" means the Contractor's pre-existing proprietary algorithms, software and processing methodologies applied in performing this Contract, which remain the Contractor's property notwithstanding this Contract.</p> <p>41) "Government Investment" means the Government's financial contribution of a maximum of sixty percent (60%) of the total approved project cost of PART B , as set out in the Financial Schedule,</p> <p>42) "Independent Review" means the independent technical review of the Part A interpretation and LP Report conducted by the Independent Reviewer.</p> <p>43) "Independent Reviewer" means the qualified geoscience consultant appointed by DGH to conduct the Independent Review, independent of the Contractor and with demonstrable expertise in seismic interpretation for hydrocarbon exploration in deep water basin settings comparable to the survey areas.</p> <p>44) "Land-Border Country" means any country sharing a land border with India, presently comprising China, Pakistan, Bangladesh, Bhutan, Nepal, Myanmar and Afghanistan, as may be amended by Government notification from time to time.</p> <p>45) "Lead and Prospect Identification Report (LP Report)" means the mandatory Part A deliverable setting out a quantitative assessment of all identified hydrocarbon leads and prospects in the survey areas, risk matrices, a ranked prioritisation of areas recommended for 3D acquisition, and where applicable a detailed technical statement of reasons for a no-prospects conclusion, in accordance with the minimum content requirements in Clause 5.14(I).</p> <p>46) "Legacy Data" means all 2D / 3D seismic data including field data, gravity and magnetic data, wells etc. made available by DGH to the Contractor under this Contract for the purposes of Part A reprocessing and interpretation, being pre-existing property of the Government of India prior to the Effective Date. See Clause 5.7.1(1).</p> <p>47) "Marketing Period" means the period of six (6) years from the 3D seismic acquisition commencement Date during which the Contractor has the exclusive right to market and license the Acquired Data to Third Party Licensees, subject to Clause 5.14(A).</p> <p>48) "Marketing Rights" means the exclusive right granted by DGH to the Contractor to market and license the Acquired Data to Third Party Licensees during the</p>
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		<p>Marketing Period, on a non-exclusive, non-assignable and non-transferable basis. The Marketing Rights are personal to the Contractor. See Clause 5.14(B)(i).</p> <p>49) "NDR" means the National Data Repository maintained by DGH as a centralised cloud-based geoscientific data management and dissemination platform under the Ministry of Petroleum and Natural Gas, to which the Contractor is required to deliver all Acquired Data pursuant to Clause 5.14(C).</p> <p>50) "Part A" means the reprocessing and interpretation of the Legacy Data in accordance with the Scope of Work (Volume I), the output of which identifies specific areas in the basins from which 3D seismic data is to be acquired under Part B.</p> <p>51) "Part A Completion Certificate" means the completion certificate issued by DGH under GCC Clause 11.6.1 as modified by SCC Clause 11.6, upon written acceptance of all Part A deliverables and completion of the Independent Review</p> <p>52) "Part B" means the offshore 3D broadband seismic data acquisition, processing & interpretation in the areas confirmed by DGH. Part B commences on the Vessel Acceptance Certificate date.</p> <p>53) "Part B Completion Certificate" means the completion certificate issued by DGH under GCC Clause 11.6.1 as modified by SCC Clause 11.6, upon: (i) written acceptance of all Part B deliverables; (ii) receipt of NDR Upload Confirmation for all deliverable batches; and (iii) signature of the Demobilisation Certificate (Appendix VI of the Scope of Work). It is a precondition for final payment.</p> <p>54) "Permitted Government Agency" means any ministry, department, agency, statutory body or public sector undertaking of the Government of India or any State Government that DGH authorises in writing to access the Acquired Data for non-commercial public interest purposes, including the Ministry of Defence, Ministry of Home Affairs, Naval Hydrographic Office, DRDO, Air Headquarters and any regulatory body with jurisdiction over hydrocarbon exploration in India.</p> <p>55) "Restricted Party" means any person or entity: (i) listed on the UN Consolidated Sanctions List; (ii) listed on the US OFAC SDN or SSI Lists; (iii) listed on the US BIS Entity List or Denied Persons List; (iv) listed on the EU Consolidated Financial Sanctions List; (v) listed on the UK OFSI Consolidated List; or (vi) owned or controlled fifty percent (50%) or more by any of the foregoing.</p> <p>56) "Sanctions Event" means: (i) the Contractor or any Contractor Group member being designated on any</p>
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		<p>Restricted Party list; (ii) any payment to the Contractor being blocked by a bank or regulatory authority on sanctions grounds; or (iii) the Contractor becoming aware of any sanctions investigation relating to the Contractor or any Contractor Group member.</p> <p>57) "Third Party Licensee" means any person or entity, other than DGH or a Permitted Government Agency, to whom the Contractor grants a licence of the Acquired Data during the Marketing Period</p> <p>58) "Vessel Acceptance Certificate" means the certificate issued by DGH's representative (Appendix IV of the Scope of Work) confirming that: (i) DGH has approved the Vessel Acceptance Plan; (ii) the pre-mobilisation noise audit has been completed and accepted; and (iii) the Data Quality Equivalence gate has been passed. Its date is the Commencement of Part B Acquisition Operations and the commencement date for Part B liquidated damages.</p> <p>59) "Vessel Acceptance Plan" means the detailed pre-mobilisation plan to be submitted by the Contractor to DGH not less than sixty (60) days prior to planned commencement of Part B acquisition, containing full vessel particulars, sanctions screening confirmations, insurance confirmations and CII/EEXI compliance certificates for each proposed survey vessel.</p> <p><u>PART II: MODIFIED GCC DEFINITIONS</u></p> <p><i>The following definitions from GCC Clause 1.2 are modified for the purposes of this Contract only. The modified definition prevails over the GCC Clause 1.2 definition.</i></p> <p>"Contract Price" means the price payable to the Contractor for performance of the Services as set out in the Price Schedule, comprising the Part A fee and the Part B fee.</p> <p>"Contractor" means the person, firm, company, or Joint Venture with whom this Contract is entered into and shall be deemed to include the Contractor's successors, agents, sub-contractors, representatives, heirs, executors and administrators, unless excluded by the terms of the Contract. The inclusion of successors and assignees is subject to DGH's prior written consent in respect of any assignment, transfer or succession affecting the Marketing Rights or any material obligation under this Contract, and is further subject to the sanctions compliance and Land-Border Country restrictions in Clause 5.1. Any succession or change of control resulting in a Restricted Party or Land-Border Country person acquiring a controlling interest shall be notified to DGH within five (5) Business Days and shall not bind DGH without its prior written consent.</p>
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		<p>"Equipment" means the Contractor's machinery, vessels, vehicles and other items of plant brought temporarily to the Site or deployed in the survey areas for the performance of the Services. For this Contract, Equipment expressly includes all survey vessels deployed for Part B offshore seismic acquisition, and the obligations in GCC Clauses 9.3 and 9.4 and the insurance obligations in GCC Clause 5.10 apply fully to such vessels. Key Equipment requirements for survey vessels are set out in Clauses 9.3 and 5.14(D).</p> <p>"Intellectual Property Rights (IPR)" means the rights of the intellectual property owner concerning a tangible or intangible possession or exploitation of such property by others. For this Contract, IPR includes: (i) Patents; (ii) Copyrights, including first ownership of copyright in works made for and on behalf of DGH under Section 17 of the Copyright Act, 1957; (iii) Trademarks; (iv) Industrial Designs; (v) Geographical Indications; (vi) database rights and any sui generis rights subsisting in an organised compilation or dataset of geoscientific data under applicable law; and (vii) any other intellectual or industrial property right recognised under Indian or other applicable law. All IPR in the Acquired Data vest in DGH from the moment of creation pursuant to Clause 5.7.1.</p> <p>"Services" means the services to be performed by the Contractor as described in the Scope of Work (Volume I), comprising Part A (reprocessing and interpretation of Legacy Data and identification of 3D acquisition areas) and Part B (acquisition, processing and interpretation of 3D broadband seismic data), together with all associated deliverables, reports and outputs. For this Contract, Services includes professional geoscience interpretation and reprocessing work involving the application of expert professional judgment and technical skill, and is not limited to routine, repetitive or non-intellectual activities. The performance standard is set out in Clause 7.2.</p> <p>"Site" means the survey areas described in the Scope of Work and Annexures (including all offshore blocks, sub-areas and transit corridors approved by DGH and the Ministry of Defence for Part B acquisition under the basin coverage of this Contract), together with any onshore processing facilities at which Part A or Part B processing and interpretation work is performed. For Part B, the survey area extends across the relevant portions of India's territorial waters, continental shelf and Exclusive Economic Zone as defined in the Territorial Waters, Continental Shelf, Exclusive Economic Zone and other Maritime Zones Act,</p>
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		<p>1976. The access, inspection and audit obligations in GCC Clause 7.4 and SCC Clause 5.7.2(d) apply to the Contractor's processing centres outside India notwithstanding that such centres do not form part of the Site.</p> <p>"Writing / Written" has the meaning in GCC Clause 1.1 and, for the purposes of this Contract, expressly includes electronic communications authenticated in accordance with the Information Technology Act, 2000 (as amended). A communication that satisfies the requirements of the IT Act 2000 shall be treated as writing for all purposes of this Contract, including notices of dispute, certificates, instructions and approvals.</p>
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SECTION 2: THE CONTRACT

GCC Clause No.	Title	SCC Provision
2.1	Language of Contract	The Contract shall be written in English. All correspondence and other Contract documents shall also be in English. Any supporting documents in another language shall be accompanied by an accurate English translation authenticated by the local chamber of commerce of the Contractor's country. The English translation shall prevail for purposes of interpretation.

SECTION 3: GOVERNING LAWS AND JURISDICTION

GCC Clause No.	Title	SCC Provision
3.1	Governing Laws and Jurisdiction	<p>Shall be read as under:</p> <ol style="list-style-type: none"> 1) The Contractor shall comply with all applicable Indian laws and regulations including those in respect of navigation, wireless sets, maps and charts, entry regulations, security restrictions, foreign exchange, work permits, import of equipment, employment of Indian nationals and local customs. Any claim, fine or infringement arising from the Contractor's failure to comply shall be the Contractor's sole responsibility, except where DGH has expressly undertaken such responsibility under this Contract.

		<p>2) Any dispute arising out of or in respect of this Contract shall be under the exclusive jurisdiction of the courts in New Delhi.</p> <p>3) These governing law and jurisdiction provisions apply to all disputes arising from or connected with this Contract, including disputes relating to the Marketing Rights, the Ceiling Price, any licensing transaction under Clause 5.14(B), and any obligation arising during the Marketing Period, notwithstanding that such transactions may involve foreign Third Party Licensees or be performed outside India.</p>
3.2	Changes in Laws and Regulations	This clause is deleted.

SECTION 4: COMMUNICATION

GCC Clause No.	Title	SCC Provision
4.3	- Address of Parties for sending communications by other parties	<p>For the purposes of this Contract, all correspondences and notices shall be sent to the Parties at the following addresses:</p> <p>Directorate General of Hydrocarbons HoD (NDR), OIDB Bhawan, Tower A, Plot No. 2, Sector-73, Noida-201301, India.</p> <p>Contractor's Registered Office and Address: [To be completed upon award]</p>

SECTION 5: CONTRACTOR'S OBLIGATIONS AND RESTRICTIONS ON RIGHTS

GCC Clause No.	Title	SCC Provision
5.1	Changes in Constitution / Financial Stakes / Responsibilities of a Contractor's Business	<p>GCC Clause 5.1 shall be read as supplemented by the following, which applies throughout the Survey and Processing Phase and the Marketing Period:</p> <p>1) Land-Border Country Restriction: No entity from a Land-Border Country shall be a Contractor, Consortium member, sub-contractor, or Third Party Licensee unless it holds, at the time of bid submission and continuously throughout this Contract, a valid DPIIT registration with unexpired MEA</p>

		<p>political clearance and MHA security clearance under Rule 144(xi) of the General Financial Rules, 2017 (as amended).</p> <p>2) Documentary evidence shall be provided to DGH before execution of this Contract and updated within five (5) Business Days of any change.</p> <p>3) In accordance with GCC Clause 5.1, the Contractor shall proactively notify DGH of any change in its constitution, financial stakes, or the composition of its Contractor Group that would affect compliance with this restriction.</p>
5.2	Obligations to Maintain Eligibility and Qualifications	<p>GCC Clause 5.2 shall be read as supplemented by the following:</p> <p>1) Restricted Party Prohibition: The Contractor warrants that no member of the Contractor Group is a Restricted Party as of the Effective Date. This warranty is repeated continuously throughout the contract period. Any change in the eligibility basis on which this Contract was awarded, including any change resulting in a Restricted Party or a Land-Border Country person acquiring a direct or indirect interest of ten percent (10%) or more in the Contractor, shall be notified to DGH in writing within five (5) Business Days, in accordance with GCC Clause 5.2.</p> <p>2) Beneficial Ownership Disclosure: The Contractor shall disclose to DGH the full beneficial ownership chain to the natural person ultimate beneficial owner in such format as DGH may specify.</p> <p>3) Upon a Sanctions Event: (i) the Contractor shall notify DGH within two (2) Business Days; (ii) DGH may suspend all payments to the Contractor immediately and without liability; and (iii) if not remediated within sixty (60) days, DGH may terminate this Contract without compensation for loss of Marketing Rights or anticipated revenues.</p>
5.5	Assignment and Sub-Contracting	<p>1) Sub-contracting is permitted only for specific technical elements of the Survey and Processing Phase (including seismic data acquisition vessel operations, onshore processing and interpretation services) with DGH's prior written consent in each instance. Sub-contracting shall not be permitted for marketing, licensing or data commercialisation activities during the Marketing Period.</p> <p>2) No sub-contract shall be awarded to an entity from a Land-Border Country unless that entity independently satisfies the DPIIT registration requirement under Clause 5.1 of the SCC. The Contractor shall screen all proposed sub-contractors against the Restricted Party lists before engagement and provide DGH with written confirmation of the screening result.</p> <p>3) In the case of a Consortium, access to the Acquired Data shall be restricted to those Consortium members approved by DGH during the tender process. No new member shall be admitted, and no existing member replaced, without DGH's</p>

		<p>prior written consent. The Contractor shall ensure all Consortium members are bound by obligations equivalent to those in Clauses 5.7.1, 5.7.2, 5.14(A), 5.14(B) and 5.14(E).</p> <p>4) The Contractor shall not assign or transfer the Marketing Rights or any interest therein without DGH's prior written consent.</p>
5.6	Obligation to Indemnify Procuring Entity	<p>1) In addition to the indemnities under GCC Clause 5.6, the Contractor shall indemnify and hold DGH harmless from and against any direct economic loss suffered by DGH as a result of the Contractor's failure to perform Part A interpretation with the standard of skill and care of a competent geoscience professional, including:</p> <ul style="list-style-type: none"> a) loss arising from DGH's inability to proceed with Part B in areas that would have been identified as prospective had Part A been performed to the requisite standard; and b) the cost of commissioning replacement Part A interpretation from a third party. <p>2) The Contractor's aggregate liability under this indemnity shall be subject to a cap equal to three (3) times the total Part A contract value as set out in the Price Schedule. This indemnity shall not apply where DGH's loss is caused by or contributed to by DGH's own act or omission, including failure to provide Legacy Data in the format and completeness specified in the Scope of Work.</p>
5.7.1	IPR Rights	<p>GCC Clause 5.7.1 shall be replaced in its entirety by the following:</p> <ul style="list-style-type: none"> 1) Pre-Existing Legacy Data: The Legacy Data is the pre-existing property of the Government of India. The Contractor acquires no right, title or interest in the Legacy Data and shall use it solely for performing this Contract. The Contractor shall not use the Legacy Data or any output derived from it in any other commercial product, multi-client offering or publication, whether during or after the contract duration. 2) Ownership of All Outputs: All Acquired Data vests in DGH from the moment of creation. This includes the 2D Derived Output (including the identification of 3D acquisition areas, which flows from interpretation of the Legacy Data) and the 3D Output. 3) Assignment of Intellectual Property: All Intellectual Property Rights in the Acquired Data are assigned to DGH with effect from the moment of creation, pursuant to Section 17 of the Copyright Act, 1957 and by express assignment under this Contract. The application of the Contractor's Tools to DGH's data does not confer any Intellectual Property Right in the Acquired Data on the Contractor. The

		<p>Contractor shall execute any further documents required by DGH to perfect this assignment.</p> <p>4) Contractor's Tools: The Contractor's Tools remain the Contractor's property. However, the Contractor shall not: (i) use the Acquired Data to train, calibrate or improve the Contractor's Tools or any other commercial product; (ii) retain any copy of the Acquired Data after expiry or termination; or (iii) incorporate any element of the Acquired Data in any multi-client product, publication or commercial offering, without DGH's prior written consent.</p> <p>5) Government Investment Acknowledgement: The Government Investment is expressly acknowledged as the basis for DGH's retained ownership of the Acquired Data in its entirety, irrespective of the level of the Contractor's own investment.</p> <p>6) Acknowledgement in Publications: The Contractor shall include the following in all data packages, licensing documentation and publications: "This data is the exclusive property of the Directorate General of Hydrocarbons, Government of India, and is made available under licence only. All rights reserved."</p> <p>7) Return and Deletion on Expiry or Termination: Upon expiry of the Marketing Period or earlier termination, the Contractor shall within thirty (30) days: (i) return to DGH all copies of the Acquired Data and Legacy Data; (ii) permanently delete all electronic copies from its systems, servers, cloud storage and portable media; and (iii) deliver to DGH a written certification of compliance signed by an authorised officer, supported by a deletion log.</p> <p>8) Survival: The obligations in this Clause survive expiry or termination of this Contract without limitation of time.</p>
5.7.2	Confidentiality	<p>In addition to GCC Clause 5.7.2 and the Confidentiality Agreement submitted with the Bid:</p> <p>1) Third Party Licensee Confidentiality: Each Third Party Licensee must execute a confidentiality agreement with the Contractor before receiving any Acquired Data. The Contractor shall provide DGH with a copy within fifteen (15) days of execution. Each such agreement shall include: (i) restriction to E&P purposes only; (ii) no sub-licensing or transfer; (iii) submission to Indian law and jurisdiction of Delhi courts.</p> <p>2) Cloud Processing Restriction: No Acquired Data shall be stored, processed or transmitted on servers:</p> <ul style="list-style-type: none"> i) physically located in a Land-Border Country; ii) operated by an entity incorporated in, or beneficially owned or controlled by a person from, a Land-Border Country; or

		<p>iii) operated by a Restricted Party. All cloud processing environments holding Acquired Data shall comply with ISO/IEC 27001:2022. The Contractor shall provide DGH with the name, location and operator details of all cloud environments prior to commencement of processing.</p> <p>3) Data Breach Notification: The Contractor shall notify DGH of any actual or suspected unauthorised access to or disclosure of Acquired Data within twenty-four (24) hours of becoming aware, followed by a written incident report within seventy-two (72) hours.</p> <p>4) DGH Audit of Processing Environments: DGH shall have the right, on fifteen (15) days' written notice, to audit the Contractor's data processing environments for compliance with this Clause, at the Contractor's cost if a material breach is found, or at DGH's cost otherwise.</p>
5.8	Performance Bond / Security / Guarantee	Shall be as detailed in the Bid Document (Volume – II)
5.10	Insurances	Shall be as detailed in the Bid Document (Volume – II)
5.12	Accounting, Inspection and Auditing	<p>In addition to GCC Clause 5.12, the Contractor shall maintain the following technical records throughout the contract period and for a minimum of seven (7) years from the Part B Completion Certificate:</p> <ol style="list-style-type: none"> 1) all processing parameter logs, quality control records, velocity model histories and processing sequence documentation for Part A and Part B; 2) all interpretation project files, horizon picks, fault interpretations, lead and prospect polygons and audit trail records for Part A; 3) all FWI and RTM algorithm run logs and quality control outputs for Part B processing; 4) all NDR upload logs, transmission confirmations and format validation records. <p>All records shall be maintained in a format accessible to DGH and made available within fifteen (15) days of written request.</p>
5.13	Book Examination Clause	<p>GCC Clause 5.13 (Book Examination Clause) is hereby explicitly invoked for this Contract.</p> <p>In addition to the general scope of GCC Clause 5.13, the following records shall be subject to examination by any officer(s) authorised by DGH:</p> <ol style="list-style-type: none"> 1) all interpretation software project files including horizon picks, fault interpretations, lead and prospect polygons and any deleted or archived versions;

		<ol style="list-style-type: none"> 2) all velocity model building files, FWI output files and quality control records for Part A; 3) all internal review records, peer review comments and responses, and internal communications relating to Part A interpretation conclusions; 4) all records of sub-contractors and affiliated entities involved in Part A. <p>The Contractor shall make all records available within thirty (30) days of written notice from DGH, in substitution for the sixty (60) day period in GCC Clause 5.13. Failure to produce records within this period shall entitle DGH to treat the Part A interpretation report as non-compliant and withhold the payment for Part A accordingly.</p>
5.14(A)	Marketing Rights - Grant, Duration, and Conditions	<ol style="list-style-type: none"> 1) Grant: DGH hereby grants to the Contractor the Marketing Rights during the Marketing Period, personal to the Contractor, non-assignable and non-transferable without DGH's prior written consent. 2) Non-Exclusive Survey Operations: The grant of Marketing Rights does not create exclusivity in survey operations. DGH shall be free at any time to authorise any other party to carry out geo-scientific survey or activities in the same areas without any liability to the Contractor. 3) Quarterly Marketing Report: The Contractor shall submit to DGH within fifteen (15) days of the end of each calendar quarter a written Quarterly Marketing Report containing: <ol style="list-style-type: none"> a) the full legal name, country of incorporation and ultimate beneficial owner of each Third Party Licensee licensed during that quarter; b) the nature and scope of data licensed; c) the licence fee charged, confirming it does not exceed the Ceiling Price; d) payment currency and mechanism; and (e) cumulative total licensing revenue since the from the date of commencement of seismic data acquisition , broken down by basin. 4) Land-Border Licensing: Licensing to entities incorporated in, or beneficially owned or controlled by persons from, a Land-Border Country shall require DGH's prior written permission in each instance. 5) Reversion on Expiry: Upon expiry of the Marketing Period, all Marketing Rights shall revert to DGH absolutely and unconditionally without compensation to the Contractor. 6) Suspension and Termination of Marketing Rights: DGH may suspend or terminate the Marketing Rights with immediate effect and without liability to the Contractor if: <ol style="list-style-type: none"> a) a Sanctions Event occurs;

		<ul style="list-style-type: none"> b) the Contractor commits a material breach of the reporting, , sanctions or data security obligations and fails to remedy within thirty (30) days of notice; c) a change in beneficial ownership results in a Land-Border Country person acquiring control; or d) any court or regulatory authority restrains the Contractor from dealing with the Acquired Data. <p>7) E&P Bidding Round Obligation: The contractor or any of its constituents shall not be eligible for bidding in any of the acreage bidding rounds launched by GoI. Further, the Contractor shall license the Acquired Data to all other bidders for that area without discrimination at a particular point of time.</p> <p>8) Audit Rights: The Contractor shall maintain complete and accurate records of all licensing transactions for not less than seven (7) years. DGH or its nominated auditor shall have the right, on fifteen (15) days' written notice, to audit such records at any time during or after the Marketing Period.</p>
5.14 (B)	DGH's Retained Rights During the Marketing Period	<p>Notwithstanding the Marketing Rights granted to the Contractor, DGH retains the right at all times to:</p> <ul style="list-style-type: none"> 1) Use the Acquired Data internally for national resource assessment, regulatory oversight, scientific research, block carving and policy formulation, without consent or payment to the Contractor; 2) Make digital PDF images, without location details, from the Acquired Data for promotion of acreages under bidding rounds and the OALP; 3) Make available the Demonstration Package to interested E&P companies for data viewing during acreage promotion, provided it shall not be sold by DGH; 4) Provide Acquired Data to any Permitted Government Agency for national security and statutory purposes, subject to confidentiality obligations on the receiving agency; and 5) Authorise any Permitted Government Agency to access the Acquired Data for non-commercial public interest purposes without the Contractor's consent. <p>DGH's exercise of these rights shall not constitute a derogation of the Contractor's Marketing Rights and shall not entitle the Contractor to any reduction in its obligations under this Contract.</p>
5.14 (C)	National Data Repository (NDR) Integration	<p>The Contractor's NDR obligations are as specified in the Scope of Work and are incorporated herein by reference as contractual obligations of equivalent force to all other delivery obligations under this Contract. Without limiting the Scope of Work obligations, the Contractor shall:</p>

		<ol style="list-style-type: none"> 1) deliver all Acquired Data to the NDR, over NDR cloud based drop site in addition to physical media delivery; 2) upload data progressively as it is acquired and processed and in no case later than quarterly; 3) cooperate with any NDR format evolution and reformat and re-upload at no additional cost to DGH; 4) ensure NDR upload credentials, access logs and transmission confirmations are provided in each monthly progress report; and 5) treat successful NDR Upload Confirmation from DGH as a precondition for the final milestone payment as stipulated in the Bid Document (Volume II). <p>Failure to fulfil NDR delivery obligations shall entitle DGH to invoke Performance Bond/Security Guarantee under Clause 5.8 of the SCC.</p>
5.14(D)	Vessel Information, Shadow Fleet Prohibition and Pre-Mobilisation Obligations	<p>The Contractor shall submit the Vessel Acceptance Plan to DGH not less than sixty (60) days prior to planned commencement of Part B, including:</p> <ol style="list-style-type: none"> 1) Full vessel particulars (name, IMO number, flag state, port of registry, registered owner, disponent owner, technical manager, commercial operator, classification society and current class status); 2) Written confirmation that each vessel and its owner, disponent owner and operator has been screened against the Restricted Party lists and is not a Restricted Party; 3) Confirmation of valid P&I insurance from a recognised International Group P&I club and valid H&M insurance; and 4) a current CII rating and EEXI compliance certificate confirming compliance with IMO Resolution MEPC 80 (2023). <p>Shadow Fleet Prohibition: The Contractor shall not deploy any vessel:</p> <ol style="list-style-type: none"> 1) whose registered owner, disponent owner or commercial operator cannot be identified from publicly available IMO records; 2) that has undergone a flag state change within twelve (12) months of proposed deployment without satisfactory explanation; 3) whose P&I insurance is provided by a non-IACS club or that is self-insured; or 4) that DGH determines, acting reasonably, to exhibit characteristics of vessels used to obscure sanctions exposure. <p>DGH shall review the Vessel Acceptance Plan and provide written approval or reasoned objections within thirty (30) days.</p>

		<p>The Contractor shall not deploy any vessel without DGH's written approval. Any proposed vessel substitution shall be notified to DGH not less than thirty (30) days in advance and shall require DGH approval on the same terms.</p>
5.14(E)	Data Integrity and Non-Manipulation Warranty	<ol style="list-style-type: none"> 1) The Contractor warrants that: the reprocessed 2D data and all processing parameters applied in Part A accurately reflect the Legacy Data and have not been manipulated, selectively applied or withheld in any manner that would affect the interpretation results; 2) The Part A interpretation report and LP Report represent the Contractor's genuine professional assessment of the prospectivity of the survey areas and have not been influenced by any consideration other than the technical merits of the data, including any consideration relating to whether Part B proceeds or does not proceed; and 3) All intermediate processing products, velocity models and interpretation working files accurately reflect the work performed and have not been altered, deleted or overwritten after completion of Part A. 4) Breach of this warranty shall constitute a fraudulent practice within the meaning of GCC Clause 14.1 and shall entitle DGH, in addition to all remedies under GCC Clause 14.4, to: <ol style="list-style-type: none"> a) terminate this Contract under GCC Clause 13.1 without compensation; b) recover all Part A fees paid with interest at the prevailing MIBID rate from the date of payment; c) Commission Part A reprocessing from a replacement contractor at the original Contractor's risk and cost under GCC Clause 13.1.4; and d) refer the matter to the appropriate regulatory and professional bodies. 5) This warranty survives expiry or termination of this Contract without limitation of time.
5.14(F)	DGH's Right to Proceed with Part B Independently	<ol style="list-style-type: none"> 1) If DGH determines, following the Independent Review under Clause 7.3 or otherwise, that the Part A interpretation results do not adequately support a Part B acquisition decision, DGH shall be free to: <ol style="list-style-type: none"> a) commission a fresh independent interpretation of the Legacy Data and reprocessed 2D / 3D output from any third party under GCC Clause 2.7; b) proceed with Part B in all or any part of the survey areas on the basis of such independent interpretation; and c) award Part B to a different contractor through a separate tender process on terms that include access to the

		<p>Legacy Data, the reprocessed 2D / 3D output and all products delivered under Part A.</p> <p>2) The exercise of DGH's rights under sub-clause (i) shall not constitute a termination for default of DGH, shall not entitle the Contractor to compensation for loss of anticipated Part B marketing revenues, and shall not affect the Contractor's Part A obligations.</p> <p>3) Where DGH exercises its rights under sub-clause (i) following a finding of breach of the warranty in Clause 5.14(E), the cost of the fresh independent interpretation and any Part B procurement differential shall be recoverable from the Contractor as a risk and cost procurement under GCC Clause 13.1.4.</p>
5.14(G)	Minimum Deliverable Standards - Lead and Prospect Identification Report	<p>1) The Contractor shall deliver the LP Report as part of Part A. The LP Report shall include at minimum:</p> <ul style="list-style-type: none"> a) a quantitative assessment of all identified hydrocarbon leads and prospects in each survey area within the basins, including mapped area, estimated depth, trap type, seismic amplitude or DHI character where present, and estimated gross rock volume; b) a risk matrix for each identified lead and prospect assessing the probability of trap integrity, reservoir presence and quality, source rock and migration, and seal integrity; c) a ranked prioritisation of leads and prospects by commercial prospectivity identifying the areas recommended for Part B with supporting technical rationale; and d) where the Contractor concludes that no viable leads or prospects exist in any basin, a detailed technical statement of reasons including: <ul style="list-style-type: none"> i) the specific geological criteria applied; ii) the data quality assessment supporting the negative conclusion; and iii) a comparison with analogous basins. <p>2) An LP Report that does not comply with the requirements of this Clause shall not constitute a compliant deliverable under GCC Clause 7.3. The requisite payment for Part A shall be withheld until a compliant LP Report is delivered, and the Independent Review under SCC Clause 7.3 shall not commence until a compliant LP Report has been received.</p>

SECTION 7: SCOPE OF SERVICES, PERFORMANCE STANDARDS AND QUALITY ASSURANCES

GCC Clause No.	Title	SCC Provision
7.2	Performance Standards	<p>GCC Clause 7.2 shall be read as supplemented by the following for Part A:</p> <ol style="list-style-type: none"> 1) Part A interpretation shall be performed to the standard of a skilled and experienced geoscience professional with expertise in the relevant basin type and in multi-client seismic interpretation for hydrocarbon exploration. The Contractor shall apply the best available techniques and methodologies for lead and prospect identification, having full regard to the commercial purpose of Part A as the basis for the Part B acquisition decision across the basins. 2) The standard shall be assessed by reference to: <ol style="list-style-type: none"> a) methodologies applied by competent professionals in comparable deepwater basin interpretation projects; b) the minimum prospect criteria notified by DGH under Clause 5.14(I)(ii); and c) the findings of the Independent Review under Clause 7.3. A failure to meet this standard shall constitute a shortfall in performance within the meaning of GCC Clause 7.2 and shall give rise to the remedies under GCC Clauses 7.3, 10.5 and 13.1 as applicable.
7.3	Quality Control and Defect Liability	<p>GCC Clause 7.3 shall be read as supplemented by the following for Part A:</p> <ol style="list-style-type: none"> 1) Internal Peer Review: The Contractor shall subject the Part A interpretation report and LP Report to an internal peer review by a senior geoscientist who was not involved in the original interpretation, before submission to DGH. Evidence of internal peer review, including the name and qualifications of the reviewing geoscientist and a summary of comments and responses, shall be submitted as part of the Part A deliverable package. Submission without such evidence shall constitute a defect within the meaning of GCC Clause 7.3. 2) DGH Attendance: DGH shall have the right to attend and observe the Contractor's interpretation sessions and internal technical review meetings during Part A, on not less than five (5) Business Days' prior written notice. DGH's attendance shall not constitute approval of any interpretation conclusion. 3) Interpretation Audit Trail: The Contractor shall maintain a complete and continuous audit trail of all interpretation decisions during Part A in the interpretation software project files. This audit trail shall form part of

		<p>the Part A deliverables and shall not be edited, deleted or overwritten after completion of Part A. Failure to deliver a complete audit trail shall entitle DGH to withhold the requisite payment for Part A and shall constitute a defect under GCC Clause 7.3.</p> <p>4) Independent Technical Review - Mandatory Precondition for Part A: DGH's acceptance of the Part A interpretation report and LP Report and the issue of the Part A Completion Certificate are all conditional upon completion of the Independent Review.</p> <p>i) DGH shall appoint the Independent Reviewer and notify the Contractor within thirty (30) days of receiving a compliant Part A interpretation report and LP Report under Clause 5.14(I).</p> <p>ii) The Independent Reviewer shall assess whether the Part A interpretation report and LP Report:</p> <p>a) are consistent with the Legacy Data and the reprocessed 2D output;</p> <p>b) apply industry-standard methodologies for lead and prospect identification;</p> <p>c) adequately identify all viable hydrocarbon leads and prospects having regard to the minimum prospect criteria notified under Clause 5.14(I)(ii); and</p> <p>d) Provide a technically defensible basis for the Part B acquisition area recommendations, or for a no-prospects conclusion.</p> <p>iii) The Contractor shall provide the Independent Reviewer with unrestricted access to all Legacy Data, reprocessed 2D data, intermediate processing products, velocity models, interpretation project files and audit trail records, and shall make available its key interpretation personnel within five (5) Business Days of request. Failure to cooperate shall constitute a breach of GCC Clause 7.3 and shall entitle DGH to withhold the Part A Base Fee.</p> <p>iv) The cost of the Independent Review shall be borne by DGH. If the Independent Reviewer concludes that the Part A interpretation report contains material omissions, errors or unjustified negative conclusions, the Contractor shall reimburse DGH the full cost of Part A within thirty (30) days of written demand.</p> <p>v) Outcomes of the Independent Review:</p> <p>a) First, if the Independent Reviewer broadly concurs with the Contractor's interpretation, DGH shall issue the Part A Completion Certificate.</p> <p>b) Second, if the Independent Reviewer identifies viable prospects that the Contractor has failed to identify or unreasonably discounted, the Contractor shall revise and resubmit the Part A interpretation report and LP Report within sixty (60) days at no additional cost,</p>
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		<p>with the requisite payment for Part A withheld pending DGH's acceptance of the revised report.</p> <p>c) Third, if following resubmission the Contractor continues to maintain a no-prospects conclusion materially inconsistent with the Independent Reviewer's assessment, DGH shall be entitled to: (a) commission a second independent review at the Contractor's cost; (b) treat the Contractor's continued non-compliance as a defect under GCC Clause 7.3 and a breach under GCC Clause 13.1; and (c) exercise its rights under Clause 5.14(H) to proceed with Part B independently.</p>
7.6.1	Contract Period	<p>Shall be read as follows:</p> <ol style="list-style-type: none"> 1) Reprocessing and Interpretation of Legacy Data , 3D Seismic API and Marketing of 3D Seismic Data : Thirty-Six (36) calendar months from the project commencement date as per Volume I. 2) Marketing Period: Six (6) years from the 3D Seismic Data Acquisition commencement date.
7.6.2	Option Clause	<p>Shall be read as under:</p> <p>DGH shall have the right to exercise the following options by written notification no later than thirty (30) days before Contract end:</p> <ol style="list-style-type: none"> 1) increase or decrease the contracted volume of Part A reprocessing and interpretation by up to twenty-five percent (25%) of the original contracted volume at any time before the Part A completion date. <p>Any increase in Part B acquisition volume shall not be exercised under this Option Clause.</p>

SECTION 9: DEPLOYMENT OF RESOURCES

GCC Clause No.	Title	SCC Provision
9.2.1	Key Personnel	Shall be as detailed in the Scope of Work (Volume – I)
9.3	Key and Non-Key Equipment, Tools and Plants	Along with the Scope of Work (Volume – I), GCC Clause 9.3 shall be read as supplemented and modified as follows for Part B seismic data acquisition as follows:

		<p>a) Standard Scenario - Vessel Confirmation Following Part A Completion:</p> <p>The Contractor shall within sixty (60) days of the completion of Part A, submit the Vessel Acceptance Plan to DGH in accordance with Clause 5.14(E). The Contractor shall confirm the availability of a minimum of one (1) seismic vessel and a minimum of eight (8) streamers from the offered vessel, in accordance with BEC Part B Clause 4 of the Bid Document. The Vessel Acceptance Certificate shall not be issued until DGH has approved the Vessel Acceptance Plan under Clause 5.14(D).</p> <p>b) the following minimum vessel requirements apply throughout Part B:</p> <p>i) Minimum one (1) seismic vessel deploying a minimum of eight (8) streamers. The Contractor may offer more vessels or streamers</p> <p>ii) The age of any offered vessel during the entire work execution period shall be less than twenty-four (24) years from the date of the vessel's first Certificate of Registry. Where a vessel has been re-registered under a new name or flag, the date of the first Certificate of Registry shall be used.</p> <p>iii) All offered vessels shall comply with DG Shipping Development Circular No. 1 of 2008 dated 25.04.2008 (including all amendments) relating to revised guidelines for chartering of vessels.</p> <p>iv) All offered vessels and streamers shall comply with the technical specifications in Appendix-B28 of the Bid Document.</p> <p>c) No vessel shall be deployed for Part B that does not satisfy the Vessel Operability Requirements in Clause 5.14(E).</p>
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SECTION 10: DELIVERY OF SERVICES AND DELAYS

GCC Clause No.	Title	SCC Provision
10.3	Commencement of Services	1) As per Volume I of the tender document
10.4	Time for Delivery of Services and Extensions Thereof	The Contractor shall fully and finally complete all deliverables under the contract within Thirty-Six (36) calendar months from the project commencement date.

		Time for delivery provisions and liquidated damages apply separately to Part A and Part B, each with its own scheduled completion period as per Volume I. Liquidated damages shall be calculated on each Part basis.
10.4.2	Extension for Delay Not Due to Contractor	<p>The grounds for extension under GCC Clause 10.4.2 expressly include delay caused by DGH's failure to deliver Legacy Data in the format, completeness and quality specified in the Scope of Work (Volume I). The Contractor shall notify DGH in writing within fifteen (15) days of the delay becoming apparent, specifying the nature of the deficiency and its anticipated impact on the Part A works programme. DGH shall remedy the deficiency within thirty (30) days of notification.</p> <p>The following shall not constitute grounds for extension:</p> <ol style="list-style-type: none"> the Contractor's failure to process Legacy Data efficiently or to flag data quality issues promptly upon receipt; the Contractor's failure to apply for regulatory clearances within the timelines stipulated in the Scope of Work; and inadequate mobilisation or resourcing of Part A by the Contractor.
10.5.3	Liquidated Damages	<p>Subject to GCC Clause 10.4, liquidated damages shall be deducted as follows, but not as a penalty:</p> <ol style="list-style-type: none"> 0.5% of the contract value of Part A and Part B respectively per week of delay or part thereof. <p>The denial clause under GCC Clause 10.5.4 shall apply to both phases. Phase contract values shall be as set out in the Price Schedule.</p>
10.5.5	Limit on Total Damages	<p>Deductions on account of damages for delay and performance under GCC Clauses 10.5.2 and 10.5.4, taken together for each phase, shall be subject to a maximum of ten percent (10%) of the relevant Contract Part. The aggregate cap across both Parts shall not exceed ten percent (10%) of the total Contract Value. Liabilities and penalties outside this Clause are governed by GCC Clause 13.1.5.</p>
10.6	Suspension of Services	<p>GCC Clause 10.6 shall be read as supplemented by the following for Part B offshore acquisition operations:</p> <ol style="list-style-type: none"> Scheduled Non-Operational Period: The monsoon season (approximately June to September each year, as notified by the Indian Meteorological Department for the relevant survey area) shall be treated as a scheduled non-operational period in the Works Programme for Part B. It shall not constitute a suspension event and shall not give rise to any standby rate

		<p>claim. Each basin's Works Programme shall specify its own monsoon non-operational window based on applicable IMD data for that basin.</p> <p>2) DGH-Ordered Suspension: Where DGH orders suspension for reasons attributable to DGH (including defence clearance delay, NAVAREA warning or environmental restriction) and such suspension exceeds five (5) consecutive operational days, the Contractor shall be entitled to a standby rate as specified in the Bid Document (Volume II) for the period of suspension beyond five days. Suspension for reasons attributable to the Contractor (including equipment failure, noise non-compliance or failure to obtain required permits) shall not attract any standby rate.</p> <p>3) NAVAREA Warning: A NAVAREA warning issued by the Chief Hydrographer requiring vessels to vacate the survey area shall constitute a force majeure event under GCC Clause 10.7 for its duration, provided the Contractor has complied with the warning within the specified period. Failure to vacate shall not constitute force majeure and all liability shall rest with the Contractor.</p>
10.7	Force Majeure	<p>GCC Clause 10.7 shall be read as supplemented as follows:</p> <p>1) Adverse weather beyond the scheduled non-operational monsoon window constitutes a force majeure event only if it materially exceeds historical IMD averages for the survey area for the relevant period, as evidenced by official IMD records. Routine seasonal weather within the scheduled operational window does not constitute force majeure.</p> <p>2) A NAVAREA warning issued by the Chief Hydrographer requiring vessels to vacate the survey area constitutes a force majeure event for its duration, subject to Clause 10.6(3).</p> <p>3) A force majeure event affecting one basin shall suspend obligations only for that basin and shall not affect the Contractor's obligations in respect of the other basins, unless the event simultaneously and materially affects all operational areas.</p>

SECTION 11: PRICES AND PAYMENTS

GCC Clause No.	Title	SCC Provision
11.1.2	Price Variation Clause	Shall not be applicable in this Contract.
11.3	Terms and Mode of Payment	Shall be as detailed in the Bid Document (Volume – II)

11.5	Payments to Contractor	Refer to the Bid Document (Volume II) for all milestone-based, on-account and final payment schedules and conditions for Part A and Part B. On-account payments during Part A execution shall be made against the requisite payments for Part A, in proportion to certified progress against Part A works programme milestones.
11.5.3	Claims for Variation	Shall not be applicable in this Contract.
11.5.4	Advance Payment	Shall not be applicable in this Contract.
11.6	Completion Certificate and Final Payment	<p>GCC Clause 11.6.1 permits the Contract Manager to issue a completion certificate in respect of any part of the service before completion of the whole. For this Contract, the following phase-based completion certificate structure shall apply:</p> <ol style="list-style-type: none"> 1) Part A Completion Certificate: Issued by DGH upon: <ol style="list-style-type: none"> a) written acceptance of all Part A deliverables as specified in the Scope of Work (Volume I, Section 7); b) completion of the Independent Review under Clause 7.3(4); and c) DGH's written determination at the Part A completion under Clause 11.6A. 2) Part B Completion Certificate: Issued by DGH upon: <ol style="list-style-type: none"> a) written acceptance of all Part B deliverables as specified in the Scope of Work (Volume I, Section 8); b) receipt of NDR Upload Confirmation for all deliverable batches; and c) Signature of the Demobilisation Certificate (Appendix VI of the Scope of Work). It is a precondition for final payment. 3) Refer to the Bid Document (Volume II) for the payment amounts associated with each completion certificate and for the final payment schedule.
11.6A	Part A completion determination	<ol style="list-style-type: none"> 1) The Part A shall be triggered upon DGH's receipt of: <ol style="list-style-type: none"> a) the Part A Completion Certificate under Clause 11.6(1); and b) the Independent Reviewer's final report under Clause 7.3(4). 2) DGH's Determination: Within thirty (30) days of the trigger under sub-clause (a), DGH shall issue a written Part A completion certificate to the Contractor recording one of the following determinations: <ol style="list-style-type: none"> i) Part B Proceed: DGH accepts the Part A interpretation results and the LP Report, confirms the specific areas in which Part B acquisition shall be conducted, and

		<p>authorises the Contractor to submit the Vessel Acceptance Plan under Clause 5.14(D).</p> <p>ii) Part B No Proceed: DGH accepts a no-prospects conclusion following the Independent Review and determines that Part B shall not proceed in any basin. In this event: (a) DGH's rights under Clause 5.14(F) shall be preserved; and (b) the Contract shall continue in force only to the extent necessary to fulfil the Contractor's remaining data delivery, confidentiality and return obligations under Clauses 5.7.1(7) and 5.7.2.</p> <p>3) Binding Effect: The Part A completion shall be binding on both Parties subject to the dispute resolution mechanism in GCC Clause 12, except that DGH's determination of whether a no-prospects conclusion is technically defensible shall constitute an excepted matter under GCC Clause 12.2 as modified by SCC Clause 12.2.</p> <p>4) Part B Cannot Commence before Part A completion: Part B acquisition operations shall not commence, and the Vessel Acceptance Certificate shall not be issued, unless and until DGH has issued a Part A completion confirming a Part B Proceed or Part B No Proceed determination. Any commencement of Part B acquisition operations prior to such determination shall constitute a material breach of this Contract.</p> <p>5) Contract Record: The Part A completion shall form part of the Contract record and shall be appended to the Contract as a formal amendment under GCC Clause 2.6 upon its issue.</p>
11.7	Defects Liability Period	<p>1) Part A deliverables: twelve (12) months from the Part A Completion Certificate. The Contractor shall reprocess or re-interpret any Part A deliverable found to contain material defects attributable to its processing methodology or interpretation, at no cost to DGH.</p> <p>2) Part B processing and interpretation deliverables: twelve (12) months from the Part B Completion Certificate.</p> <p>3) Part B raw data quality and acquisition parameter compliance: one hundred and eighty (180) days from the Part B Completion Certificate.</p>

SECTION 12: RESOLUTION OF DISPUTES

GCC Clause No.	Title	SCC Provision
12.2	Excepted Matters	In addition to the excepted matters in GCC Clause 12.2, the following are excepted matters for this Contract, on which DGH's determination shall be final and binding on the Contractor:

		<ol style="list-style-type: none"> 1) DGH's determination of whether the Part A interpretation report and LP Report comply with the minimum deliverable standards under Clause 5.14(I), provided that DGH's determination is made in good faith having regard to the contractual standards and the findings of the Independent Review. 2) DGH's determination, following the Independent Review under Clause 7.3, of whether the Part A interpretation contains material omissions or errors, provided such determination is consistent with or supported by the Independent Reviewer's assessment. 3) DGH's determination at the Part A completion under Clause 11.6A of whether a no-prospects conclusion is technically defensible. 4) The Contractor's acknowledgement that the final payment for Part A completion is contingent consideration for Part A interpretation quality. <ol style="list-style-type: none"> i) The Contractor retains the right to dispute through the GCC Clause 12 mechanism: any DGH determination inconsistent with the Independent Reviewer's assessment; and ii) any determination made in bad faith or in manifest disregard of the contractual standards.
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