

Conditions of Contract

A. General

1.0 Definitions :

- 1.1 Terms which are defined in the Contract Data are not defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify

Acceptance is the date when the Contract came into existence upon receipt by the Contractor of the Letter of Acceptance issued by the Engineer on behalf of the Employer.

The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works.

The Completion Date is the date when the Engineer notifies that the works can be used by the Employer.

The Employer is M/s. HSCC (I) Ltd. (HSCC)

The Contract is the contract between the Employer of the one part and the Contractor of the other.

The Contract Data defines the documents and other information, which comprise the Contract.

The Contractor is a person or corporate body whose bid to carry out the Works has been accepted by the Employer.

The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.

The Contract Price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days, months, are calendar months.

A Defect is any part of the Works not completed in accordance with the Contract.

The Engineer is the person named in the Contract Data who is responsible for supervising the Contractor, administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the Contract, awarding extensions of time etc.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract Price is the Contract Price at the date of the Employer's written acceptance of the Contractor's Bid.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Engineer by issuing as Extension of time.

Plant is any integral part of the Works, which is to have a mechanical, electrical, electronic or chemical function.

The Site is the area defined as such in the Contract Data.

The Start Date is given in the Contract Data. It is the date when the Contractor can commence work on the Contract.

It does not necessarily coincide with any of the Site Possession Dates.

A Subcontractor is person or corporate body who has a contract with the Contractor to carry out a part of the work in the Contract.

Temporary Works are works designed, constructed installed, and removed by the Contractor, which are needed for construction or installation of the Works.

A Variation is an instruction given by the Engineer, which varies the Works.

The Works are what the Contract requires the Contractor to construct, install, and hand over to the Employer.

2.0 Interpretation :

In interpreting these Conditions of Contract. singular also means plural, male also means female, and vice versa. Headings and cross-references between clauses have no significance. Words have their normal meaning under the language of the Contract unless specifically defined.

3.0 Language and law:

The language of the Contract and the law governing the Contract are stated in the Contract Data.

4.0 Engineer's decisions:

The Engineer is to decide contractual matters between the Employer and the Contractor fairly and impartially.

5.0 Delegation:

The Engineer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6.0 Communications:

Communications between parties, which are referred to in the conditions, are effective only when in writing.

7.0 Sub-Contracting:

The Contractor may subcontract with the permission of the Engineer but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

8.0 Priority of contract Documents

The priority of the documents forming the contract shall be as follows:

1. Specification and bill of quantities (Vol – II & III)
2. Specific Condition of Contract (Vol-I)
3. Tender Drawings if any
4. General Condition of Contract (Vol-I)
5. C.P. W.D. Specifications
6. Indian standard specifications of B.I.S.

9.0 Personnel :

Deleted

10.0 Removal of personnel

If the Engineer asks the Contractor to remove a person who is a member of his staff or his work force and states his reasons the Contractor is to ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

- 11.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor. Excepted Risks are :
- a.
 - (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies.
 - (ii) rebellion, revolution, insurrection, or military or usurped power, or civil war,
 - (iii) ionising radiations, or contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - (iv) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.
 - b. loss or damage due to the use or occupation by the Employer of any section or part of the Permanent Works, except as may be provided for in the Contract.
 - c. loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible.

12. Insurance :

- 12.1 The following insurance cover is to be provide by the Contractor in the joint names of the Employer and the Contractor for the period from the Start Date of the end of the Defects Notice Period or of the last Defects Correction Period whichever is the later:
- (a) cover against damage to other people's property caused by the Contractor's acts or omissions.
 - (b) cover against death or injury caused by the Contractor's acts or omissions to
 - (i) anyone authorized to be on the Site:
 - (ii) third parties who are not on the Site :
 - (c) cover against damage to the works an materials during construction.
- 12.2 Policies and certificates for insurance are to be produced by the Contractor to the Engineer for approval the Start Date given in the Contract Data and subsequently as the Engineer may require.
- 12.3 If the Contractor does not produce any of the policies and certificates required, the Employer may effect the insurance for which the Contractor should have produced.

the policies and certificates and recover the premiums it has paid from payments due to the Contractor.

12.4 Alterations to the terms of an insurance may be made either with the approval of the Engineer or as a result of general changes imposed by the insurance company with which the insurance policy is effected.

12.5 Both parties are to comply with conditions of the insurance policies.

13.0 Indemnities:

13.1 The Contractor is liable for and indemnifies the Employer against losses, expenses and claims for loss or damage to physical property, personal injury, and death caused by his own acts or omissions.

13.2 The Contractor indemnifies the Employer against claims for damage caused by the movement of his Equipment or Temporary works outside the Site.

14.0 Site Investigation report :

Deleted

15. Queries about the contract data :

The Engineer is to give instructions clarifying about the Contract Data.

16. Contractor to construct the works.

The Contractor is to construct and install the Works in accordance with the Specification and Drawings.

17.0 The works to be completed by the intended completion date:

The Contractor may begin the Works on the Start Date and is to carry out the Works in accordance with the program submitted by him, as updated with the approval of the Engineer, and complete them by the Intended Completion Date i.e. 6 (Six) calendar months from the date of commencement.

18.0 Approval of contractor's temporary works:

18.1 The contractor is to submit drawings and specifications showing his proposed Temporary Works to the Engineer, who is to approve them if they comply with the Contract Data.

- 18.1 The Contractor is responsible for design of Temporary Works.
- 18.3 The Engineer's approval does not alter the Contractor's responsibility for his design of the Temporary Works.
- 18.4 The Contractor is to obtain approval of third parties to his design of the Temporary Works where required.

19.0 Safety :

The Contractor is responsible for the safety of all activities on the Site.

20.0 Discoveries :

Deleted:

21.0 Possession of the site :

The Employer is to give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data, the Employer is deemed to have delayed the start of the relevant activities. It would be responsibility of contractor to complete the construction of boundary wall after taking possession of site including persuasion with local authorities in case of any local resident problems.

22.0 Access to the site:

The Contractor is to allow the Engineer and any person authorized by the Engineer access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

23.0 Instructions:

The Contractor shall carry out all instructions of the Engineer.

24.0 Procedure for disputes :

If any dispute or difference of any kind what so ever shall arise between the Employer and the contractor or the Engineer and the contractor in connection with or arising out of the Contract, or the execution of the works, whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the contract, it shall, in the first place, be referred to and settled by the Engineer who shall, within a period of ninety days after being requested by either party to do so, give written notice of his decision to the Employer and the Contractor. Subject to arbitration, as hereinafter provided, such decision in respect of every matter so referred shall be final and binding upon the Employer and the Contractor and shall forthwith be given effect to by the Employer and by the Contractor, who shall proceed with the execution of the works with due diligence whether he or the Employer

requires arbitration or not. If the Engineer has given written notice of his decision to the Employer and the Contractor and no claim to arbitration has been communicated to him by either the Employer or the Contractor within a period of ninety days from receipt of such notice, the said decision shall remain and binding upon the Employer and the Contractor. If the Engineer shall fail to give notice of his decision, as aforesaid within a period of ninety days after being requested, or if either the Employer or the Contractor be dissatisfied with any such decision, then and in any such case either the Employer or the Contractor may within ninety days after receiving notice of such decision or within ninety days after the expiration of the first named period of ninety days as the case may require that the matter or matters in dispute be referred to arbitration as hereinafter provided. All disputes or differences in respect of which the decision if any of the Engineer has not become final and binding as aforesaid, shall be finally settled under the Indian Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Such arbitration shall be settled by Sole arbitrator who shall be appointed by Chairman cum Managing Director, HSCC. The arbitration shall take place in New Delhi unless both parties agree otherwise. Neither party shall be limited in the proceedings before the arbitrator to the evidence or arguments put before the Engineer for the purpose of obtaining his said decision. No decision given by the Engineer in accordance with the foregoing provisions shall disqualify him from being called as a witness and giving evidence before the arbitrator on any matter whatsoever relevant to the dispute or difference referred to the arbitrator as aforesaid. The reference to arbitration may proceed notwithstanding that the works shall not then be or be alleged to be complete provide always that the obligations of the Employer, the Engineer and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works.

B. Time Control

25.0 Program

- 25.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for his approval a program showing the general methods, arrangements, order and timing for all the activities in the Works so as to complete the work within a period of 6 (Six) months.
- 25.2 The Engineer's approval of the program does not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Engineer again at any time. A revised program is to show the effect of Variations.

26.0 Extension of the intended completion date:

26.1 The Engineer is to extend the intended Completion Date if an event not attributable to the contractor causing delay occurs or a Variation is issued which makes it impossible for completion to be achieved by the Intended Completion Date.

26.2 The Engineer is to decide whether and by how much to extend the Intended Completion Date within 21 days of the Contractor asking him to decide upon the effect of a event causing delay or Variation and submitting full supporting information. If the Contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, by his failure is not considered in assessing the new Intended Completion Date.

27.0 Acceleration:

Deleted

28.0 Delays ordered by the Engineer:

The Engineer may instruct the Contractor to delay the start or progress of any activity within the Works.

29.0 Management meetings:

29.1 The Engineer and the Contractor may be required the other to attend a management meeting. The business of a management meeting is to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

29.2 The Engineer is to record the business of management meetings and is to provide copies of his record to those attending the meeting and to the Employer. The responsibility of the parties for action to be taken is to be decided by the Engineer either at the management meeting or after the management meeting and stated in writing to all who attended the meeting. All the expenditure incurred towards the coordination meetings will be borne by the contractor.

30.0 Early warning:

30.1 The Contractor is to warn the Engineer at the earliest opportunity of specific likely future events or circumstances, which may adversely affect the quality of the work, increase the Contract Price or delay the Intended Completion Date. The Engineer may require the Contractor to provide an estimate of the expected effect the future event or circumstance on the Contract Price and Completion Date. The estimate is to be provided by the Contractor as soon as reasonably possible.

- 30.2 The Contractor shall cooperate with the Engineer in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Engineer.

C. Quality Control

31.0 Identifying defects:

The Engineer is to check the contractor's work and to notify the Contractor of any Defects, which he finds. Such checking does not affect the Contractor's responsibilities. The Engineer may instruct the Contractor to search for a Defect and to uncover and test any work, which he considers may have a Defect.

32.0 Tests

If the Engineer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor is to pay for the test and any sample. If there is no defect the Employer is to pay for the test and sample.

33.0 Correction defects :

- 33.1 The Engineer is to give notice to the Contractor of any Defects of which he is aware before the end of the Defects Notice Period. which beings at Completion.

- 33.2 Every time notice of a Defect is given, a Defects Correction Period for the notified defect beings. The Contractor is to correct the notified defect within the Defects Correction Period. The length of the Defects Correction Period is stated in the Contract Data.

- 33.3 The Contractor is to correct defects which he notices himself before the end of the Defects Notice Period.

- 33.4. The Engineer is to certify that all Defects have been corrected when all known Defects have been corrected. If the Engineer considers that correction of a Defect is not essential he can request the Contractor to submit a quotation for the corresponding reduction in the Contract Price or an earlier Intended Completion Date or both. If the Engineer accepts the quotation the corresponding change in the Contract Data is a Variation.

34.0 Uncorrected defects after completion date :

- 34.1 After completion the Engineer may arrange for a third party to correct a Defect if the contractor has not corrected it within the Defects Correction Period.

34.2 The Engineer is to give the Contractor at least 28 days notice of his intention to use a third party to correct a Defect. If the Contractor does not correct the Defects himself within this notice period, the Engineer may have the Defect corrected by the third party. The cost of the correction will be deducted from the Contract Price.

D. Cost Control

35. Bill of quantities :

35.1 The Bill of Quantities is to contain items for the work to be done by the Contractor.

35.2 The Bill of Quantities is used to calculate the Contract Price and its quantities are only indicative and the actual quantities will be as per drawing and at site The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

36.0 Changes in the quantities :

36.1 The Contractor has to carryout the work at the same rate, terms & Condition even if the final cost of work exceeds by more than 50 percent However extra may be given proportionately.

37.0 Variations :

37.1 All Variations are to be included in updated programs produced by the Contractor.

38. Payments for variations :

as per Clause 59

39.0 Cash flow forecasts

39.1 The contractor shall provide cash flow forecast at the start of work to the Engineer. When the program is updated, the Contractor is to provide the Engineer with an updated cash flow forecast.

40.0 Payment certificates :

40.1 The contractor shall submit to the Engineer monthly statements of the value of the work completed less the cumulative amount certified previously on a printed proforma (prepared at the cost of Contractor)

40.2 The Engineer shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor.

40.3 The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

41.0 Payments :

The Employer is to pay the contractor the amount certified by the Engineer within 15 days of the submission of corrected monthly statement of work done. However, 75% of estimated amount as determined by Engineer will be made within 7 working days from the date of submission of the bill by the contractor in the prescribed format as approved by the engineer and also after correction of the bill by the engineer. Final bill will be paid within a period of 3 months after certification by the engineer on the submitted bill of the contractor after successful handing over of the building in full.

42.0 Tax :

Tax shall be deducted as applicable.

43.0 Cost of Labour

The contractor has to follow the all labour laws and regulations of the state or central govt. or both as the case may be The Contractor shall be deemed to have allowed in his Tender Price for the full cost of labour having due regard to the provision of all labour legislation of the Central and State Government which are in force on the date of the tender and which are applicable to labour engaged for the Contract.

44.0 Retention Amount :

44.1 The Employer is to retain each payment due to the contractor the proportion stated in the Contract Data until Completion of the whole of the Works.

44.2 On Completion of the whole of the Works, half the total amount retained is repaid to the Contractor and balance half when the Defects Notice Period has passed and the Engineer has certified that all Defects notified by him to the Contractor before the end of this period have been corrected. The second half of the retention may be paid against submission of Bank Guarantee approved by the Engineer from any nationalised bank.

45.0 Liquidated damages :

45.1 If the contractor fails to complete execution of works within the relevant time as specified in the Contract Data / Extended date, the contractor shall pay the employer the relevant sum as stated in the Contract Data as liquidated damages for every day or part of a day which shall elapse between the relevant time of completion and the date stated in Taking over certificate.

46.0 Securities :

- 46.1 The performance security is to be provided to the Employer by the Start Date and are to be issued in a form and by a bank acceptable to the Employer payable.
- 46.2 If there is no reason to call the performance security, the performance security is to be returned by the Employer within 14 days of the last Defects Correction Period.
- 46.3 The Employer is to notify the Contractor of any claim made against the institution issuing the security.
- 46.4 The Employer may claim against the surety if any of the following occurs for 42 days or more.
- (a) the Contractor is in breach of the Contract and the Employer has notified him that he is
 - (b) the Contractor has not paid an amount due to the Employer.

47. Days works :

- 47.1 Attached

48.0 Cost of repairs :

Loss or damage to the Works or materials to be incorporated in the Works between that Start Date and the end of the Defects Correction periods is to be mended by the Contractor at the Contractor's cost if the loss of damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

49.0 Completion :

The Engineer is to issue a certificate certifying Completion to the Contractor and the Employer when he decided that the work is completed.

50.0 DELETED

51.0 Final account :

- 51.1 The Contractor is to furnish to the Engineer a detailed account of the total amount which he considers is payable to him under the Contract before the end of the Defects Notice Period. The Engineer is to certify any final payment, which is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete if it is not, the Engineer is

to issue a schedule which states the scope of the corrections or additions which are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Engineer is to decide on the amount payable to the Contactor.

52.0 Operating and maintenance manuals :

Contractor has to submit the operation and maintenance manuals, warrantee of the items which are purchased for the works and with which it is supplied by the manufacturer.

53. Remedies and Powers due to Default of Contractor

53.1 If the contractor shall become bankrupt or if the Engineer shall certify in writing to the Employer that in his opinion the contractor.

- a) has abandoned the contract, or
- b) without reasonable excuse has failed to commence the work or has suspended the progress of the works for twenty eight (28) days after receiving from the Engineer written notice to proceed, or
- c) has failed to remove materials from the Site or to pull down and replace work twenty eighth (28) days after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions, or
- d) despite previous warnings by the Engineer, in writing, is not executing the work in accordance with the contract, or is persistently or flagrantly neglecting to carry out his obligations under the Contract, or
- e) has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary, sublet any part of the contract, then all the events mentioned in this clauses 54.1 shall for the avoidance of doubt be breach of this contract and the Employer may after giving fourteen (14) days notice to the contractor, enter upon the site and the works and expel the contractor there from without thereby voiding the contract or releasing the Contractor from any of his obligations or liabilities under the contract, or affecting the rights and powers conferred on the Employer or the Engineer by the contract and may himself complete the works or may employ any other contractor to complete the works. The Employer or such other contractor may use for such completion so much of the constructional plant, Temporary works and materials, which have been or are deemed to b reserved exclusively for the execution of works under the provisions of the contract, as he or they may think proper, and the Employer may at any time sell any of the said constructional plant, Temporary works and unused materials and apply the proceeds of sale in

or towards the satisfaction of any sums due or which may become due to him from the contractor under contract.

53.2 Valuation at date of forfeiture :

The Engineer shall as soon as may be practicable after any such entry and expulsion by the Employer, fix and determine ex-parte, or by or after reference to the parties, or such investigation or enquiries as he may think fit to make or institute, and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the contractor in respect of work then actually done by him under the contract and the value of any of the said unused or partially used materials any constructional plant and any Temporary works.

53.3 Payment after forfeiture:

If the Employer shall enter and expel the contractor under this clause, he shall not be liable to pay to the contractor any money on account of the contract until the expiration of the Defects Notice period and thereafter until the costs of execution and maintenance, damages for delay in completion, if any and all other expenses incurred by the Employer have been ascertained and the amount thereof certified by the Engineer. The contractor shall then be entitled to receive only such sum or sums, if any as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the contractor on due completion by him then the Contractor shall, upon demand pay to the Employer the amount of such excess and it shall be deemed a debt due by the contractor to the Employer and shall be recoverable accordingly.

54.0 Property:

54.1 All materials on the Site, Plant, Equipment owned by the Contractor, Temporary works and works are deemed to be the Property of Employer and are at his disposal if the Contract is terminated because of a fundamental breach of Contract by the Contractor.

55.0 Frustration:

55.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor the Engineer is to certify that the Contract has been frustrated. The Contractor is to make the Site safe and stop work as quickly as possible after receiving this certificate and is to be paid for all work carried out before receiving it and for any work carried out afterwards to which he was committed.

56. Progress :

Contractor has to achieve the progress as per agree schedule. If due to reason not attributed to the employer there is any delay in the progress and it is no improved within 7 days of notice by the engineer, Engineer will arrange any other agency to carry out the works at the risk and cost of the contractor.

57. Test Laborator

As per clause 30.2.7

58. Contractor has to follow the CPWD norms and latest IS standards to carry out the works at site.

59. Extra Items:

The Extra items are to be executed only when if it required on writing by the engineer for whom the contractor has to submit the request in writing along with analysis of the rates of any such items and the rates will be worked out based on the CPWD norms/DAR. Incase the Item is not available in the DSR/DAR or in case of any dispute, the same will be derived from the existing market rates on actual basis. In case of disagreement on the rates Engineers decision will be final and biding. The Current market rates will be taken to derive the rates based on DAR norms.

60. DEFECTS LIABILITY

In these condition the expression "Defects Liability period" shall mean the defect Liability period named in Appendix to tender, calculated from :

- (a) The date of completion of the works certified by engineer in accordance with Clause 50,51 & 52.
- (b) in the event of more than one certificate having been issued by the Engineer under Clause 50, 51, 52, the respective dates so certified.

61. SETTLEMENT OF DISPUTES

Engineer's Decision

If a dispute of any kind whatsoever arise between the Employer and the Contract in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the works or after their

completion and whether before or after repudiation or other termination of the Contract, including any dispute as to any opinion, instruction determination, certificate or valuation of the engineer, the matter in dispute shall, in the first place, be referred in writing to the Engineer, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. Not later than the eighty-fourth day after the day on which he received such reference the Engineer shall give notice of his decision to the Employer and the Contractor. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Contractor shall, in every case, continue to proceed with the work with all due diligence and the Contractor and the Employer shall give effect forth with to every such decision of the Engineer unless and until the same shall be revised as hereinafter provided in an amicable settlement or an arbitral award.

If either the Employer or the Contractor be dissatisfied with any decision of the Engineer or if the Engineer fails to give notice of his decision on or before the eighty fourth day after the day on which he received the reference then either the Employer or the Contractor may on or before the seventieth day after the day on which he received notice of such decision or on or before the seventieth day after the day on which the said period of 84 days expired as the case may be give notice to the other party, with a copy for information to the Engineer of his intention to commence arbitration as hereinafter provided as to the matter in dispute. Such notice shall establish the entitlement of the party giving the same to commence arbitration as hereinafter provide as to such dispute an subject to Sub-Clause 67.4. no. arbitration in respect thereof may be commenced unless such notice is given.

If the Engineer has given notice of his decision as to a matter in dispute to the Employer and the Contractor and no notice of intention to commence arbitration as to such dispute has been given by either the Employer or the Contractor on or before the seventieth day after the day on which the parties received notice as to such decision from the Engineer the said decision shall become final and binding upon the Employer and the Contractor.

AGREEMENT

This Agreement made the _____ day of _____ 2007 between M/s HSCC (India) Limited, E-6 (A), Sector-1, Noida (UP) -201301 who enters into this Agreement of the one part and M/s _____ (hereinafter called "the contractor") of the other part. Whereas the Employer is desirous that certain works should be executed by the Contractor, viz Providing Maintenance work for HSCC India Ltd. at Sector-1, Noida" and has accepted a bid by the Contractor for the execution and completion of such works and the remedying of any defects therein.

Now this Agreement witnesseth of follows:-

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of Contract hereinafter referred to
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. viz.
 - (a) The Letter of Acceptance
 - (b) The said bid
 - (c) The conditions of Contract
 - (d) The Specification
 - (e) The Drawings if any
 - (f) The Priced Bill of Quantities
 - (g) Any other relevant documents referred to this Agreement or in the aforementioned documents.
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying of defects

therein the Contract Price or only such sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof, the parties hereto have caused this Agreement to be executed the day and year first before written.

Signed, Sealed, and Delivered by the Said _____

Binding Signature for & on behalf of HSCC India Ltd. _____

Binding Signature of Contractor _____

in the presence of

Witness (1) :

Witness (2) :

ANNEXURE - B

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(On a stamp paper of appropriate value from any Nationalized Bank of Scheduled Bank)

To

M/s HSCC (India) Ltd.,
Plot No. 6(A), Block E, Sector-1,
NOIDA-201 301

Dear Sir,

In consideration of M/s. HSCC (I) Ltd. Plot-6 (A) Block-E, Sector-1, Noida, Uttar Prades - 201 301 (hereinafter called HSCC) having awarded the work of " Providing Maintenance work for HSCC India Ltd. at Sector-1, Noida" to M/s _____ (hereinafter referred to as the said Contractor or Contractor' which expression shall whenever the subject to context so permit include its successors and assigns) a contract No. _____ in terms inter alia, of the HSCC Letter No. _____ dated _____ and the General Conditions of Contract and upon the condition of the contractor's furnishing security for the performance of the contractor's obligations and discharge of the contractor's liability under (Rupees _____ only) amounting to _____ percent of the total contract value.

1. We _____ (hereinafter called The Bank which expression shall include its successors and assigns) having our branch office at _____ at Registered/Head Office at _____ a company registered under the Companies Act. 1956) hereby jointly and severally undertake to guarantee the payment to the Employer in rupees forthwith on demand in writing and without protest or demur or any and all moneys anywise payable by the contractor to the Employer under in respect of or in connection with the said contract inclusive of all the Employer's losses and damages and costs (inclusive between attorney and client) charges and expense and other moneys anywise payable in respect of the above as specified in any notice of demand made by the Employer to the Bank with reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).
2. We _____ Bank Ltd. further agree that The Employer shall be sole judge of and as to whether the said contractor has committed any breach or

breaches of any of the terms and conditions of the said contract and the extent of loss, damage, cost, charges and expenses caused to or suffered by or that may be caused to suffered by The Employer/HSCC on account thereof and the decision of the Employer that the said Contractor has committed such breach or breaches and as to the amount or amounts of loss, damages, costs, charges and expenses caused to or suffered by The Employer from time to time shall be final and binding on us.

3. The Employer shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Contractor's obligations and liabilities hereunder or to vary the contract or the work to be done there under vis-a-vis the Contractor or to grant time or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the security and/or any other security (ies) now or hereinafter held by The Employer and no such dealing(s) reduction(s) increase (s) or other indulgence(s) or arrangements with the contractor or release or forbearance whatsoever shall absolve the bank of the full liability to The Employer hereunder or prejudice the rights of the Employer against the bank.
4. This guarantee shall not be determined or affected by the liquidation or winding up dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all monies payable to The Employer in terms thereof.
5. The bank hereby waives all rights at any time inconsistent with the terms of this guarantee and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to The Employer in terms hereof.
6. The amount stated in any notice of demand addressed by The Employer to the Bank as liable be paid to The Employer by the Contractor or as suffered or incurred by The Employer on account of any losses or damages or costs, charges and./or expenses shall be conclusive evidence of the amount so liable to be paid to The Employer or suffered or incurred by The Employer as the case may be and shall be payable by the Bank to The Employer in terms hereof.
7. This guarantee shall be a continuing guarantee and shall remain valid and irrevocable for all claims of The Employer and liabilities of the contractor arising upto and until midnight of _____
8. The guarantee shall be in addition to any other guarantee or security whatsoever that The Employer may now or at any time anywise may have in relation to the contractor's obligation/or liabilities under and/or in connection with the said contact, and The Employer shall have full

authority to have recourse to or enforce this security in preference to any other guarantee or security which The Employer may have or obtain and no forbearance on the part of The Employer in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its full liability hereunder.

9. It shall not be necessary for The Employer to proceed against the said Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding that any security which The Employer may have obtained or obtain from the contractor shall at the time when proceedings are taken against the said bank hereunder be outstanding or unrealized.
10. We, the said Bank undertake not to revoke this guarantee during its currency except with the consent of The Employer in writing and agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.
11. We _____ the said Bank further that we shall pay forthwith the amount stated in the notice of demand notwithstanding any dispute/difference pending between the parties before the arbitrator and/or that any dispute is being referred to arbitration.
12. Notwithstanding anything contained herein above our liability under this guarantee shall be restricted to Rs. _____ (Rupees _____) and this guarantee shall remain in force till _____ and unless a claim is made on us within 3 months from that date, that is before _____ all the claims under this guarantee shall be forfeited and we shall be relieved of a discharged from our liabilities there under.

Dated _____ day of _____ 2004

For and on behalf of Bank

Issued
under
seal :

DAY WORK SCHEDULE

(NO ESCALATION WHATEVER IS PAYABLE ON THESE RATES)

Sl. No.	Description	Unit	Rate Rs.
1.	Bhandani	Per day	100.00
2.	Bhisti	Per day	100.00
3.	Blacksmith 1 st Class	Per day	130.00
4.	Blacksmith 2 nd Class	Per day	110.00
5.	Carpenter 1 st Class	Per day	250.00
6.	Carpenter 2 nd Class	Per day	200.00
7.	Coolie male (Belder)	Per day	100.00
8.	Coolie (Female)	Per day	100.00
9.	Mason 1 st Class	Per day	250.00
10.	Mason 2 nd Class	Per day	200.00
11.	Painter	Per day	200.0
12.	Skilled Belder (for floor rubbing etc.) Grinder	Per day	200.00
13.	White washer	Per day	110.00
14.	Welder	Per day	200.00
15.	Driver for road roller, concrete, mixer, truck, etc.	Per day	250.00