

BUILDING INTEGRATED PHOTO VOLTAICS(BIPV) SOLAR POWER PLANT

- CAMC, expressed to be final and binding) shall be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- b. The appointing authority shall either himself act as Sole Arbitrator or nominate some officer of HPCL to act as Sole Arbitrator to adjudicate the disputes and differences between the parties. OPW shall not be entitled to raise any objection to the appointment of such officer of HPCL as the Sole Arbitrator on the ground that said officer is an officer and / or shareholder of the Customer or that he/she has to deal or dealt with the matter to which the CAMC relates or that in the course of his/her duties as an officer of HPCL, he/she has/had expressed views on all or any of the matters in dispute or difference.
 - c. In the event of the Arbitrator to whom the matter is referred to do not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reason whatsoever, the Appointing Authority aforesaid, shall nominate another Officer of HPCL to act as Arbitrator.
 - d. Such Officer nominated as Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or an officer of HPCL nominated by the Appointing Authority shall act as an Arbitrator.
 - e. The Award of the Sole Arbitrator shall be final and binding on the parties to the CAMC.
 - f. The service under the CAMC shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of invitation, commencement or pendency of such proceedings.
 - g. The Arbitrator may give a composed or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
 - h. The fees of the Arbitrator and expenses of arbitration, if any shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The award of the Sole Arbitrator shall be final and binding on both the parties.
 - i. Subject to the aforesaid, the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof and rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
 - j. The CAMC shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Mumbai for all purposes. The arbitration shall be held at Mumbai and conducted in English language.

15. FORCE MAJEURE.

- a) Any delay in or failure of the performance of either part here to shall not constitute default hereunder or give rise to any claims for damage, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or an enemy, expropriation or confiscation of facilities by Government authorities, acts of war, rebellion, sabotage or fires, floods, explosions, riots or strikes. Vendor shall keep records of the circumstances referred to the above and bring these to the notice of Site-in-charge in writing immediately on such occurrences. The amount of time, if any, lost on any of these counts shall not be counted for the purpose of this CAMC. In this regard, decision of HPCL arrived at after consultation with the vendor, shall be final and binding. Such a determined period of time be extended by HPCL to enable Vendor to complete the job within such extended period of time.
- b) If Vendor is prevented or delayed from the performing any of its obligations under this CAMC by Force Majeure, then vendor shall notify HPCL the circumstances constituting the Force Majeure and the obligations performance of which is thereby delayed or prevented, within seven days of them occurrence of the events. Similar notice shall be given on the cessation of the Force Majeure event.

BUILDING INTEGRATED PHOTO VOLTAICS(BIPV) SOLAR POWER PLANT

16. CONFIDENTIALITY.

- a. Both the parties and their employees and agents shall hold in confidence all documents and other information, whether technical or commercial supplied to it by or on behalf of the other Party and all information and documents obtained by it in the course of any inspection or otherwise in accordance with the terms of this CAMC and shall not, save as required by law or appropriate regulatory authorities, publish or otherwise disclose or use the same for its own purpose otherwise than as may be required by law or appropriate regulatory authorities, publish or otherwise disclose or use the same for its own purpose otherwise than as many as may be required to perform its obligations under this CAMC.
- b. The provision of the above shall not apply to:
 - Any information in the public domain otherwise than by breach of this CAMC;
 - Information in the possession of the receiving Party there of divulgence as aforesaid, and which was not obtained under any obligation of confidentiality, and;
 - Information obtained from a third party who is free to divulge the same, and which is not obtained under any obligation of confidentiality.

17. GENUINE SOFTWARE.

Both the parties agree that the software that is required to be used for the purpose initiating equipment to use envisaged under this CAMC shall be genuine and registered software and not a pirated version of any nature.

18. COMPLIANCE OF LOCAL LAWS.

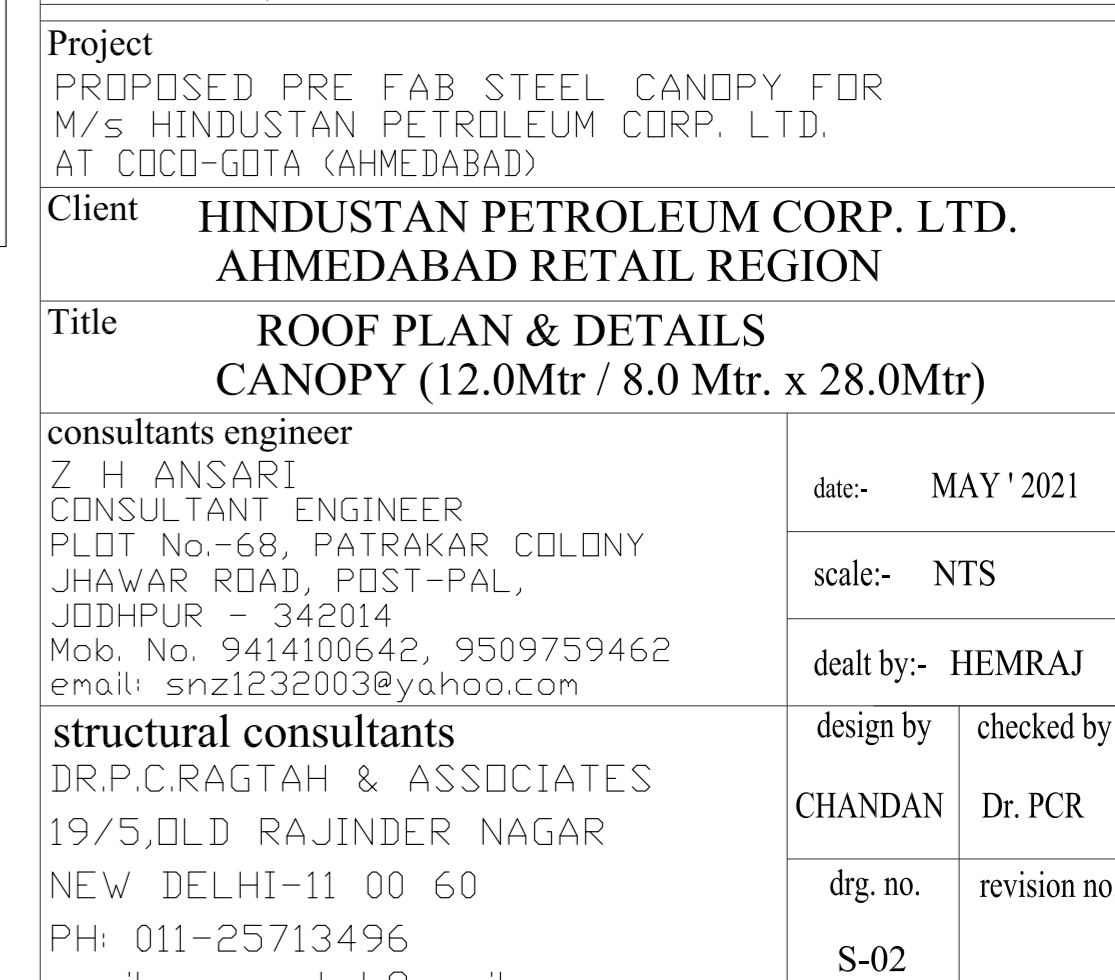
Both the parties agree to comply with the appropriate and relevant local laws (whichever applicable) concerning the purposes an activities envisaged under this CAMC

19. WAIVER.

The failure of either Party to insist in any one or more instances upon the performance of any term or conditions of this CAMC, or to exercise any right afforded to such Party herein, shall not be construed as a waiver or relinquishment of the future performance of any such term or conditions by the other Party or the future exercise of such right, and the respective obligations of the parties as to their future performances shall continue in full force and effect.

20. NOTICE.

Any notice or other communication required or permitted under this CAMC shall be in writing and shall be given by registered post, hand delivery, courier service, telex, or telefax or e-mail address to the relevant Party.



GENERAL TERMS & CONDITIONS OF WORKS CONTRACT

1 PRELIMINARY

1.1 This is a Contract for execution of job as defined in tender document at the specified location

1.2 The tenderer for the abovementioned item of work is the company/ proprietary concern/ individual (as per details & address mentioned in the unpriced bid) and undersigned (digitally) is authorized to submit the bid on behalf of tenderer.

1.3 The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the work mentioned under item 1.1 above.

1.4 It is the clear understanding between Hindustan Petroleum Corporation Limited and the tenderer that in case the bid of tenderer is accepted by Hindustan Petroleum Corporation Limited and an intimation to that effect is so issued and also a Procurement Order is on the tenderer this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.

1.5 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the contractor

shall abide by the decision. The decision shall not be arbitrable. Works shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.

1.6 Special conditions of Contract : The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any

misunderstanding arising the same shall be referred to decision of the Owner/ Engineerin-Charge/Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitrable.

It is the clear understanding that wherever it is mentioned that the Contractor shall do/perform a work and/or provide facilities for the performance of the work, the doing or the performance or the providing of the facilities is at the cost and expenses of the Contractor not liable to be paid or reimbursed by the Owner.

® 1.7 The Order of Precedence of documents shall be as follows with document at level 1 having the highest precedence (Refer Annexure 22 Govt. Guideline Sr. No. 12)

1. Contract Agreement
2. Detailed Letter of Acceptance along with its enclosures
3. Letter of Award / Fax of Acceptance
4. Job Specifications (specific to particular job only)
5. Drawings
6. Special Conditions of Contract
7. Technical Specifications
8. Instructions to Bidders
9. General Conditions of Contract
10. Other Documents

Any amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its annexures

2. DEFINITIONS

In this contract unless otherwise specifically provided or defined and unless a contrary intention appears from the contract the following words and expressions are used in the following meanings;

2.1 The term "Agreement" wherever appearing in this document shall be read as "Contract".

2.2 The "Authority" for the purpose of this Contract shall be the Chairman and Managing Director or any other person so appointed or authorised.

2.3 The "Chairman and Managing Director" shall mean the Chairman and Managing Director of HINDUSTAN PETROLEUM CORPORATION LIMITED or any person so appointed, nominated or designated and holding the office of Chairman & Managing Director.

2.4 The "Change Order" means an order given in writing by the Engineer-in-Charge or by Owner to effect additions to or deletion from or alterations into the Work.

2.5 The "Construction Equipment" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work except those intended to form part of the Permanent Work.

2.6 The "Contract" between the Owner and the Contractor shall mean and include all documents like enquiry, tender submitted by the contractor and the procurement order issued by the owner and other documents connected with the issue of the procurement order and orders, instruction, drawings, change orders, directions issued by the Owner/Engineer-in-Charge/Site-in-Charge for the execution, completion and commissioning of the works and the period of contract mentioned in the Contract including such periods of time extensions as may be granted by the owner at the request of the contractor and such period of time for which the work is continued by the contractor for purposes of completion of the work.

2.7 "The Contractor" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor's legal heirs, representative, successor(s) and permitted assignees.

® REVISION: PROC-021/01.07.2017

2.8 The "Drawings" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-Charge.

2.9 The "Engineer-in-Charge or Site-in-Charge" shall mean the person appointed or designated as such by the Owner and shall include those who are expressly authorised by the owner to act for and on its behalf.

2.10 "The Owner" means the HINDUSTAN PETROLEUM CORPORATION LIMITED incorporated in India having its Registered office at PETROLEUM HOUSE, 17, JAMSHEDJI TATA ROAD, BOMBAY - 400020 and Marketing office at the address mentioned for this purpose in the tender header or their successors or assignees.

2.11 The "Permanent Work" means and includes works which form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.

2.12 The "Project Manager" shall mean the Project Manager of HINDUSTAN PETROLEUM CORPORATION LIMITED, or any person so appointed, nominated or designated.

2.13 The "Site" means the land on which the work is to be executed or carried out and such other place(s) for purpose of performing the Contract.

2.14 The "Specifications" shall mean the various technical and other specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda or relevant Indian Standard Specifications and Bureau Of Indian Standards.

2.15 The "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the prior written consent of the Owner/Engineer-in-Charge/Site-in-Charge and their legal heirs, representatives, successors and permitted assignees of such person, firm or Company.

2.16 The "Temporary Work" means and includes all such works which are a part of the contract for execution of the permanent work but does not form part of the permanent work conforming to practices, procedures applicable rules and regulations relevant in that behalf.

2.17 The "Tender" means the document submitted by a person or authority for carrying out the work and the Tenderer means a person or authority who submits the tender offering to carry out the work as per the terms and conditions.

2.18 The "Work" shall mean the works to be executed in accordance with the Contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as maybe required for the purposes of completion of the work contemplated under the Contract.

3. SUBMISSION OF TENDER

3.1 Before submitting the Tender, the Tenderer shall at their own cost and expenses visit the site, examine and satisfy as to the nature of the existing roads, means of communications, the character of the soil, state of land and of the excavations, the correct dimensions of the work facilities for procuring various construction and other material and their availability, and shall obtain information on all matters and conditions as they may feel necessary for the execution of the works as intended by the Owners and shall also satisfy of the availability of suitable water for construction of civil works and for drinking purpose and power required for fabrication work etc. Tenderer, whose tender may be accepted

and with whom the Contract is entered into shall not be eligible and be able to make any claim on any of the said counts in what so ever manner for what so ever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be arbitrable.

A pre-bid meeting may be held as per the schedule mentioned in the tender.

3.2 The Tenderer shall be deemed to have satisfied fully before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract.

3.3 It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no work will be considered as extra work and allowed and paid for unless they are clearly outside the scope, spirit, meaning of the Contract and intent of the Owner and have been so ordered in writing by Owner and/or Engineer-in-Charge/Site-in-Charge, whose decision shall be final and binding.

3.4 Before filling the Tender the Contractor will check and satisfy all drawings and materials to be procured and the schedule of quantities by obtaining clarification from the Owner on all the items as may be desired by the Tenderer. No claim for any alleged loss or compensation will be entertained on this account, after submission of Tender by the Tenderer/Contractor and such a claim shall not be arbitrable.

3.5 Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted throughout the period of contract or the period of actual completion of the job whichever is later on account of any variation in prices of materials or cost of labour or due to any other reasons. Claims on account of escalation shall not be arbitrable.

3.6 The quantities indicated in the Tender are approximate. The approved schedule of rates of the contract will be applicable for variations upto plus or minus 25% of the contract value. No revision of schedule of rates will be permitted for such variations in the contract value, including variations of individual quantities, addition of new items, alterations, additions/deletions or substitutions of items, as mentioned above. Quantities etc. mentioned and accepted in the joint measurement sheets shall alone be final and binding on the parties.