

Volume – 1

Section 5

Security & Other Forms

FORM OF PERFORMANCE GUARANTEE

CONTRACT – CONSTRUCTION WORKS FOR NEW RO-RO YARD – CIVIL AND UTILITIES WORKS

(Bank Guarantee No., Dt.....)

To
GUJRAT PIPAVAV PORT LTD.
Post Office Rampara-2,
Via Rajula,
District Amreli (Gujarat)
Pipavav Port - 365560
(hereinafter referred to as the "Beneficiary/Employer")

Bank Guarantee No.....: Dt.....
Expiry date : Upto Dt.....
Claim Expiry date : Upto Dt.....

By this Guarantee. We, (.....Bank Limited), a banking company incorporated under the Companies Act, 1956 and carrying on Banking Business under The Banking Regulation Act, 1949 and having its Registered Office at(full Address) and its Corporate office at(full Address) and one of its Branch at(full Address) (Hereinafter Referred To As The "Bank" Which Expression Shall Unless Repugnant To Context Or Meaning Thereof, Include Its Successors Or Assigns in business) at the request of M/s.....(Contractor Name), registered office at (who is the contractor under such Contract) as Principal are irrevocably held and firmly bound to the Beneficiary in the total amount of Rs..... (the "Guarantee Amount". Say Rupees (in word,)) for the due performance of all such Principal's obligations and liabilities under the Contract.

This Guarantee shall become effective from the date of issuance of this Bank Guarantee.

Upon Default by the Principal to perform any Contractual Obligation or upon the occurrence of any of the events and circumstances listed in -clause of the conditions of the Contract the Guarantor shall satisfy and discharge the damages sustained by the Beneficiary due to such Default event or circumstances. However, the total liability of the Guarantor shall not exceed the Bond Amount.

The obligations and liabilities of the Guarantor shall not be discharged by any allowance of time or other indulgence whatsoever by the Beneficiary to the Principal or by any variation or suspension of the works to be executed under the Contract or by any amendments to the Contract or to the constitution of the Principal or the Beneficiary or by any other matters whether with or without the knowledge or consent of the Guarantor.

Any claim under this Guarantee must be received by the Guarantor on or before *(the date six months after the expected expiry of the Defects Notification Period for the Works)* Date 26/06/2024 (the "Expiry Date") when this Guarantee shall expire and shall be returned to the Guarantor.

The benefit of this Guarantee may be assigned subject to the provisions for assignment of the Contract and subject to the receipt by the Guarantor of evidence of full compliance with such provisions.

This Guarantee shall be governed by and construed in accordance with laws of India.

Wherefore this Guarantee has been issued by the Principal and the Guarantor on _____(date)

Signature(s) for and on behalf of the Principal

Signature(s) for and on behalf of the Guarantor

FORM OF ADVANCE PAYMENT GUARANTEE

GUJRAT PIPAVAV PORT LTD.

CONTRACT – CONSTRUCTION WORKS FOR NEW RO-RO YARD – CIVIL AND UTILITIES WORKS

To
GUJRAT PIPAVAV PORT LTD.
Post Office Rampara-2,
Via Rajula,
District Amreli (Gujarat)
Pipavav Port - 365560
(hereinafter referred to as the "Beneficiary/Employer")

Bank Guarantee No....., Dt.....
Expiry date:
Claim Expiry date

We have been informed that (Contractor Name) (hereinafter called the "Principal") is your contractor under such Contract and wishes to receive an advance payment, for which the Contract requires him to obtain a guarantee.

At the request of the Principal, we (*name of bank*) (*Address*) hereby irrevocably undertake to pay you, the Beneficiary/Employer, any sum or sums not exceeding in total the amount of Rs. XX,XX,XXX/- (the "Guarantee Amount". Say Rupees (in word).....) upon receipt by us of your demand in writing and your written statement stating:

- a) that the Principal has failed to repay the advance payment in accordance with the conditions of the Contract. and
- b) the amount which the Principal has failed to repay.

This guarantee shall become effective upon the date of issuance of this Bank Guarantee. Such guaranteed amount shall be reduced by the amounts of the advance payment repaid to you, as evidenced by your notices issued under sub-clause 10 of the conditions of the Contract. Following receipt (from the Principal) of a copy of each notice. We shall promptly notify to you by way of amendment to this Bank Guarantee.

All claims under the guarantee will be payable on receipt of a written demand made in original. The demand and statement must be received by us at this office on or before (*the date 70 days after the expected expiry of the Time for Completion*) Date XX/XX/XXXX (the "expiry date") when this guarantee shall expire and shall be returned to us.

We have been informed that the Beneficiary may require the Principal to extend this guarantee if the advance payment has not been repaid by the date 28 days prior to such expiry date. We undertake to pay you such guaranteed amount upon receipt by us. within such period of 28 days, of your demand in writing and your written statement that the advance payment has not been repaid and that this guarantee has not been extended.

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

Date :
Place :

Signature {s)

DISPUTE ADJUDICATION AGREEMENT

GUJRAT PIPAVAV PORT LTD.

CONTRACT – CONSTRUCTION WORKS FOR NEW RO-RO YARD – CIVIL AND UTILITIES WORKS

[for each member of a three-person DAB]

Name and details of Contract _____
Name and address of Employer _____
Name and address of Contractor _____
Name and address of Member _____

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as one of the three persons who are jointly called the “DAB” *[and desire the Member to act as chairman of the DAB]*.

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the “General Conditions of Dispute Adjudication Agreement”, which is appended to the General Conditions of the “Conditions of Contract for Plant and Design-Build” First Edition 1999 published by the Federation Internationals des Ingenieurs-Conseils (FIDIC), and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.
2. In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member shall be paid as follows:

A retainer fee of _____ per calendar month,
Plus a daily fee of _____ per day.
3. In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to serve, as described in this Dispute Adjudication Agreement, as one of the three persons who are jointly to act as the DAB.

4. The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
5. This Dispute Adjudication Agreement shall be governed by the law of India.

SIGNED by: _____	SIGNED by: _____	SIGNED by: _____
for and on behalf of the Employer in the presence of	for and on behalf of the Contractor in the presence of	the Member in the presence of
Witness: _____	Witness: _____	Witness: _____
Name: _____	Name: _____	Name: _____
Address: _____	Address: _____	Address: _____
Date: _____	Date: _____	Date: _____

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT ("Agreement") has been made on xx.xx.xxxx at Port Pipavav, Rajula

BY AND BETWEEN

M/s Gujarat Pipavav Port Limited (GPPL) (CIN L63010GJ1992PLC018106) a company incorporated under The Companies Act, 1956 having registered office at Port of Pipavav, Post Rampara-2, via Rajula District Amreli, Gujarat 365 560 - India and Corporate Office 504, 5th Floor Godrej Two, Pirojshanagar, Vikhroli East, Mumbai, Maharashtra – 400079 and registered under number 04-18106 at the Chamber of Commerce (hereinafter called as **"The Employer"**) on the **ONE PART**,

AND

M/s, a company incorporated under the laws of The Companies Act, 1956 and having its registered office at (hereinafter called as **"the Contractor"**), which expression shall unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) on the **OTHER PART**,

The Employer and **The Contractor** hereinafter Individually referred to as **"Party"** and collectively as **"Parties"**,

WHEREAS the Employer has awarded the works "Construction Works for New RO-RO Yard – Civil and Utilities Works at APM Terminals Pipavav" (hereinafter referred "The Works") to The Contractor and The Employer has accepted the final offer submitted by The Contractor.

WHEREAS the Contractor has represented and warranted that it has the relevant and adequate experience, expertise, knowledge, capability and resources to undertake execution, completion and guarantee of works on mutually convenient terms and conditions agreed as follows.

NOW THEREFORE, in consideration of the premises and mutual terms and conditions hereinafter set forth the Parties agree as follows.

The Employer and the Contractor agree as 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 Contractor shall undertake execution and complete the work including the remedying of any defects therein, the works in respect of the scope of work detailed under annexures to this contract and the other documents/annexures shall be deemed to form and be read and constructed forming essential part of this Agreement.
3. The following Annexures/Documents hereto and shall form integral part of this Agreement and for the purpose of interpretation were in event of conflict or inconsistency, the priority of documents from high to low shall be in accordance with following sequence.
 - 3.1 Final offer with Bill of Quantity submitted by the Contractor

- 3.2 Scope of Work and Location Plan for this Work
- 3.3 General Conditions of Contract (FIDIC – Conditions of Contract for “Building and Engineering Works designed by the Employer”) and Particular Conditions of Contract first edition 1999, Appendix to Tenderer.
- 3.4 General Specifications for this Work.
- 3.5 Technical Specifications for this Work.
- 3.6 Tender Bill of Quantity for this Work.
- 3.7 The following documents shall be essential part of this Work
 - 3.7.1 APMT Guidelines on Anti-Corruption, Competition & Sanction Law and Regulations
 - 3.7.2 APMT Guidelines on Civil Construction Safety
 - 3.7.3 APMT Guidelines on Contractor safety
 - 3.7.4 APMT Guidelines on Project HSE Specifications
 - 3.7.5 APMT Guidelines on Third Party Code of Conducts
 - 3.7.6 APMT Guidelines on Consequences Management
 - 3.7.7 APMT Guidelines on Contract Labour Compliance
 - 3.7.8 All Communication details during Tending process for this contract
4. The documents/Annexure(s)/Correspondence forming part of this agreement are mutually explanatory of one other. In case of ambiguities / discrepancies the same shall be explained and adjusted by the Employer and the Engineer who shall thereon issue instructions to the Contractor in this regard. The Contractor shall accept the instructions of Employer and the Engineer without any protest or demur.
5. The Contractors hereby warrants and represents that it shall execute and complete the works and remedy any defects therein in conformity with the provisions of the Contract in consideration of the payments to be made by the Employer to the Contractor as mentioned in the Agreement.
6. The Employer hereby warrants and represents to pay the Contractor, in consideration of the actual execution and completion of the Works and the remedying of any defects therein, the Agreement price at the times and in the manner prescribed by the Agreement.
7. Before the commencement of work, the Contractor shall prepare & submit the Work Programme Schedule (WPS) and Quality Control Plan (QCP) to the Employer for approval. The WPS and QCP shall be strictly implemented and the cost of monitoring the quality and tests etc shall be fully borne by the contractor and shall deemed to be included in Accepted Contract Amount
8. **Contract Price:** The Accepted Contract Amount agreed by the Parties for the execution and completion of the Works and carrying out other obligations in accordance with the terms of the Contract is INR xx,xx,xxx/- (Rupees.....Only). The Parties agree that this Contract is a re-measurable Contract and shall be adjusted in accordance with the Contract.
9. The Accepted Contract Amount shall be excluding Goods Service Tax (GST) payable at applicable rates, but including of all taxes, duties, levies, Labour & bocw cess, TCS, Import duty, material Royalties, transportation, inspection & certification charges, OR any other state OR corporation tax OR applicable under any rules / regulations / acts / statutes of the Local, State and Central Government duties.

10. The Accepted Contract Amount shall also include expenditure for traffic maintenance to avoid constraints of work, safety, diversion and any precautions required to execute the works and expenditure for liaising/dispute resolve with local authorities/villages.
11. Employer shall deduct Gujarat State Turnover Tax on Works Contract Tax, Income Tax and any other taxes as per norms of Government of Gujarat & Government of India if applicable.
12. In consideration of the payments to be made by the Employer to the Contractor as agreed between the Parties, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy the defects therein with the provisions of the Contract.
13. 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 at the times and in the manner prescribed by the Contract.
14. Since this is an operational port, the Contractor need to take all necessary safety measures, precautions as deemed to progress with minimal interruption. In any case, Operation will always have priority and contractor needs to plan their activities accordingly.
15. **Completion Period**

Time is the essence of Contract. The Contractor has agreed for timely completion of work and shall deploy sufficient experienced manpower, equipment and machineries to carry out and complete the work as required by the Employer.

The time of completion of this work is **180 Days** from the date of handing over of work site.
16. The Contractor has verified the site, local working environment and fully conversant with local challenges like compliance of local laws, swift synchronization with local communities, dealing with local administrations etc. The Contractor shall be singularly responsible for execution of all works inside and outside the port boundary by coordinating with the local community and authorities as required for successful completion of the Works.
17. All the construction materials, plants, equipment, tools & tackles, manpower, laboratory for test and others such item required/related to this Work for satisfactory completion of the Works shall be provided by the Contractor. The Contractor shall be responsible for supply of any items, materials, equipment etc in whatever form. Final quoted price by the Contractor shall be deemed to include all the costs required for the satisfactory completion of the contract.
18. Contractors shall take all necessary precautions towards safety of human beings, environments, materials, machineries, equipment & assets of GPPL and provide all safety gear including personnel protective equipment (PPE) to his workers, Engineers, staff etc as necessary considering the nature of work, at his cost.
19. **Project in Charge**

The Employer shall nominate Project in Charge of this work. The Contractor shall carry out works on day-to-day basis with prior consultation of Project in Charge.
20. **Performance Bank Guarantee**
The Contractor shall provide unconditional security for his proper performance of the Contract to the Employer within 14 (fourteen) days from the date of acceptance of contract. The Performance Security

shall be in the form of a bank guarantee of nationalized bank as stipulated by the Employer and equal to **10% (ten Percent)** of the Contract Award Price.

Performance Security (bank guarantee) shall be issued by a Nationalized / Scheduled Bank approved by the Employer. The cost of complying with the requirements of this clause shall be borne by the Contractor. The performance security shall be kept valid until a date, 28 days from the date of expiry of contract issued by Employer. Employer reserved the rights to claim or encash the performance security amount if the Contractor unable to perform the work as per condition of contract or contractor failed to renew the PBG (if expired) before completion of work.

21. Payment condition

Contractor shall furnish his invoice/bills to the Engineer-In-Charge in a format approved by the Engineer on completion of each month for release of payment for the actual executed quantities as per Condition of Contract. Each bill amount to be 15% or more of the overall contract amount.

The Engineer-In-Charge will check and verify the invoice/bill and certify it for an amount payable after deducting the amounts as required to be deducted towards Retention Money, Income Tax, Works Contract Tax or any other tax, duty, levy that may be deductible at source or amount to be withhold/disallowed for defective works needing rectification in accordance with condition of contract and forward the invoice/bills to competent authority of the employer for payment.

The Employer shall make payment based on actual measurement of work completed by the Contractor. The Employer shall certify the mutually agreeable quantity(ies) for such item(s) measured with respect to Contractor's notifications to The Employer issued suitably from time to time for delay occurred due to the reasons not attributable to the contractor. The Employer shall not pay for supply of excess unused quantities by the Supplier/Contractor.

The Employer shall deduct Gujarat State Turnover Tax, Works Contract Tax, Income Tax and any other taxes as per norms of Government of Gujarat & Central Government of India.

The payment shall be made within a period of **28 (twenty-Eight) days** from the date of submission of technically correct application of interim payment certificate/bill. "Technically correct" means the checked, mutually agreed and signed off invoice by Employer and Contractor with all supporting and backup documents.

22. Retention money

The employer shall retain **10 % (Ten percent)** of the amount due in each bill payable to the Contractor.

50% of this retention money shall be released to the Contractor, by the Employer, on satisfactory completion of work against request submit by the Contractor, within fifteen days from the date of issue of taking over certificate.

Balance 50% of the retention money shall be released to the Contractor, by the employer, on satisfactory completion of the Defect Notification/Liability Period. The Employer shall be entitled to recover any amount from the said retention money on account of any recoveries occurs during Defect Notification Period from the Contractor.

23. Liquidated Damages

The Time of Completion / Completion Period is essence for the contract. In case of any delay in completion of the work, the Employer shall withhold/recover liquidated damages @ 0.25%

(point twenty five percent) of Contract Award Price per day, subject to a maximum of 10% (Ten percent) of the Contract Award Price plus taxes. As per the Goods & Service Tax (GST) Act, the Contractor is liable to pay GST as prevailing rate as applicable for entire work done (of contract price) amount which may include the works executed during delayed period of the contract and accordingly. The contractor shall raise E-invoice to the employer for entire work value with GST for receipt of payment from employer.

In the event, the delay is occurred due to contractors' fault then the Employer shall issue Debit Note for the recovery of delay damage on the contract price along with the applicable GST.

Liquidated Damage (LD) or Delay penalty shall not be applicable for the time wherein the work is being stopped by the employer for operational activities.

However, the LD penalty will be applicable for the delay in work attributed from poor planning, inadequate resource, and other various factors resulting in delay of work by the contractor. The Contractor shall not raise any disputes, controversies or questions with regard to right of the employer to impose the liquidated damages and decision taken by the employer shall be final and binding upon the contractor.

24. Variation & Escalation

Variation: Employer shall reserve the right to add/alter/delete/modify any of the items or quantities of items as stipulated in the Bill of Quantities in accordance with Condition of Contract.

In the event of additional/modified items, the rates to be paid for shall be derived from the rates available for similar items in the accepted Bill of Quantities or decided based on rate analysis and as mutually agreed. In the event of dispute of any kind on the rates & scope work, The Employer will right issue the variation work to third party and shall bound the Contractor.

Escalation: No (No) Escalation shall be payable on the Works under this contract due to any reason whatsoever to the Contractor.

25. Anti-Corruption Policy

25.1 Without prejudice to the generality of the foregoing provisions, each Party or the parties to a work order undertakes and warrants to the other party that neither it nor any member of its Affiliates, nor any agent, consultant or other intermediary acting on behalf of it or its Affiliates, shall, directly or indirectly, in relation to this Agreement or any Work Order created pursuant to it, give, promise or attempt to give, or approve or authorize the giving of, anything of value.

25.1.1 Any employee, officer or director of or any person representing the other party or the other party to a work order or its Affiliates;

25.1.2 Any other person, including without limitation any Public Official;

25.1.3 A political party or a labour union controlled by any Government or political party ; or

25.1.4 A charitable or other organization, or an officer, director or employee thereof, or any person acting directly or indirectly on behalf of the same.

for the purpose of (1) securing any improper advantage for Contractor and its Affiliates or employer; (2) inducing or influencing that Public Official improperly to take any action or refrain from taking any action in order for either Party or a party to a Work Order to obtain or retain business, or to secure the direction of business to either, or (3) inducing or influencing that Public Official to use his/her influence with any Government or public

international organization, or any or any department, agency or other instrumentality thereof, for any such purpose

- 25.2 Each Party or a party to a Work Order further warrants and undertakes to the other party that
- 25.2.1 to the best of its knowledge, neither it nor any of its Affiliates, officers, directors, shareholders, employees, or agents or other intermediaries, or any other person acting directly or indirectly on its behalf, has carried out any of the actions described in Clause 25.2 above; and
- 25.2.2 The persons described in (a), above, shall comply with the provisions of this clause 25.
- 25.3 Notwithstanding the foregoing provisions, as regards small value payments to a low level Public Official for the facilitation or expedition of routine tasks which that person must perform as part of his/her job, Contractor warrants and undertakes that it and its Affiliates, officers, directors, shareholders, employees, agents or other intermediaries or any other person acting directly or indirectly on its behalf, shall fully comply with the anti-corruption policy involving such payments, including without limitation cooperating with employer to eliminate such payments.
- 25.4 Contractor warrants and undertakes that all remuneration received from employer under this Work order / Agreement or under a Purchase Order created pursuant to this Agreement is solely intended to compensate Contractor for the Work expressly provided under this Agreement, including without limitation Contractor's related documented costs and expenses. Contractor warrants and undertakes that it is not receiving remuneration for any other purpose.
- 25.5 Contractor warrants and undertakes it shall maintain adequate records in order to be able to verify its compliance with the provisions of this Clause 19, and the other Party or the parties to a Work Order, a certified public accountant designated by the other Party/party shall be permitted to conduct an audit of such records, at the other Party's/party's reasonable discretion, in case of any bona-fide dispute between the Parties/parties regarding such compliance, or in case of any investigation by or allegation from any applicable public authority regarding potential violations of any relevant laws involving these matters. The Parties/parties shall cooperate in any such audit and otherwise in providing documentation relating to any such dispute or investigation.
- 25.6 Contractor warrants that all responses and related information it has given to employer's regulatory-compliance questions prior to execution of this Agreement and undertakes that answers to all such subsequent questions shall be, accurate and complete.
- 25.7 Each party shall save, indemnify, defend and hold harmless the other party and its Affiliates from all fines, penalties and all associated expenses arising out of or resulting from its violation of any of its obligations in this Clause 25.
- 25.8 Each party may terminate the Agreement and each party to a Work order may terminate the Work Order(s) and to recover from the other party as a debt the amount of any loss or damage resulting from such a termination if any member of it or its Affiliates commits an act which it has undertaken not to commit as included in this Clause 25, whether or not such act was committed before, on or after the date of this Work Order/Agreement.

- 26 The Contractor shall strictly comply with Contractor's Safety Guidelines, Project HSE Specification and Consequence Management (electronic copy provided) and all other local regulations which may be in force from time to time.

27 **Confidentiality**

The Contractor shall undertake to maintain strict confidentiality and refrain from disclosure thereof, of all Contract documents, Drawings and the Employer's operations and affairs as private and confidential information & data shall not publish or disclose the same or any particulars thereof in any trade or technical paper or elsewhere without the consent in writing of the Employer to the third parties.

Contractor shall be responsible to ensure maintenance of such confidentiality in respect of their behalf and on behalf of their employees, representatives and associates involved in related activities. If any dispute arises as to the necessity of any publication or disclosure for the purpose of the Contract the same shall be referred to the decision of the Employer whose decision shall be final.

26. **Responsible Procurement**

- a. The Supplier shall comply with all applicable laws, rules, & regulations, Orders, conventions, or ordinances of the country(ies) where Services/Work is performed or where Goods are produced and/or relate to the provision, licensing, approval or certification of the Services/Goods, including, but not limited to, those relating to occupational health and safety, environmental matters, wages, working hours and conditions of employment, sub-contractor selection discrimination, data protection and privacy. Further the Supplier shall respect and commit to implementing APMM's Supplier Code of Conduct ("the Code") as amended from time to time and found at; <http://www.maersk.com/sustainability/pages/thirdpartycodeofconduct.aspx> or alternatively an internationally recognized standard within the areas of human rights, anticorruption, environment and labour, such as but not limited to United Nations Global Compact (UNGC) and Supplier agrees to accommodate any potential audit pursuant to verification of the same by APMM or Buyer. The Supplier shall require their own suppliers to implement similar rules and as appropriate pass on such requirements to their sub suppliers and so on. The original English version of the Code (as of August 2013) shall prevail in case of any disputes or discussions concerning the content and obligations of either Party. The Supplier warrants that it will register itself in APMM's CSR system (www.MaerskResponsibleProcurement.com) within 14 days after the date of the last signature on the Agreement and shall - if subsequently requested by APMM - provide documentation necessary for APMM to evaluate Supplier's ability to meet the requirements listed in the Code. Should the Supplier be unable to meet the listed requirements, the Supplier will agree to develop and execute an improvement plan.
- b. Buyer shall at any time and without notice have the right to appoint at its own cost, charge and expense a well reputed third-party auditor (hereinafter referred to as "Buyer's Auditor") to audit and verify all matters in connection with Supplier's compliance with the previous Clause.
- c. Supplier shall cooperate with the Buyer's Auditor and provide access to all relevant sites, people, and interviews with workers and documents. If the Buyer's Auditor uncover(s) any material concern, Supplier shall without any undue delay present Buyer with an improvement plan which shall ensure that all concerns are dealt with and remediated in a manner satisfactory to Buyer. Supplier's repeated violation of the Code/UNGC/International Bill of Human Rights and/or its failure to collaborate with Buyer's Auditor during an audit and/or its failure to collaborate with Buyer in

implementing or developing improvement plans shall be considered a material breach of this Agreement.

- d. If Supplier commits any such breach of or fails to observe or perform any material obligation contained in the Code/UNGIC/International Bill of Human Rights, and/or any agreed improvement plan, and such breach or failure has not been remedied to the satisfaction of Buyer within twenty-eight (28) days of receipt by the Supplier of a notice from Buyer requiring Supplier to remedy the same (or such longer period as may be specified in the said notice), Buyer shall be entitled to terminate the Contract in accordance with Clause of this agreement-work order.

27. Compliance of Statutes, Laws, Rules, Regulations, etc.

The Contractor shall comply with all statutory requirements under the Labour laws, the Provision of Factory Act, Wages Act, Workers Compensation Act, Provident Fund and other applicable statutes, rules, regulations, laws, bye laws of the Government of Gujarat and Government of India. The Contractor shall indemnify and keep the employer indemnified against all consequences arising from breach of any of the said statutes, rules, regulations, laws, bye laws by the Contractor. The Contractor shall comply and submit all documents such as Labour License, Workman Compensation Insurance policy, Proof of Provident Fund of manpower, wages register etc before starting the work.

28. Stamp Duty

The Stamp Duty for this Agreement shall be borne by the Contractor. If any dispute arises under this Agreement, the Contractor shall solely responsible to complete the compliances under stamp duty liability as per law.

29. In consideration of the payments to be made by the Employer to the Agreement 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 Agreement.

30. 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 and such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

31. Indemnity

Unless and otherwise any provision described in contrary to the provisions of this agreement, the provisions on indemnity events shall be in accordance with provisions of clause 30.2 of condition of contract.

32. Force Majeure

Unless and otherwise any provision described in contrary to the provisions of this agreement, the provisions on indemnity events shall be in accordance with provisions of clause 47 of condition of contract.

28 No Third-Party Rights

- 1.1 This Agreement is not intended to nor shall it create any rights, claims or benefits enforceable by any person who is not a party to it. Accordingly, save to the extent expressly set out in this Agreement, no person shall derive any benefit or have any right or entitlement in relation to this Agreement.

29 Assignment

- 1.2 Neither Party may assign or transfer this Agreement or any part of its rights or obligations under this Agreement without the prior written consent of the other Party.

30 Governing Law

- 1.3 This Agreement shall be governed by and construed in accordance with the laws of India and subject to the provisions of Clause 30.4 relating to Arbitration, the courts at Ahmedabad only shall have exclusive jurisdiction to deal with all matters arising out of this Agreement.

31 Termination

Unless and otherwise any provision described in contrary to the provisions of this agreement, either party may terminate this agreement in accordance with provision of Clause 46 of conditions of contract.

32 Dispute Resolution

All dispute, differences, controversies and questions directly or indirectly arising at any time under, out of, in connection with or in relation to this Agreement including, without limitation, all disputes, differences, controversies and questions relating to the validity, interpretation, construction, performance and enforcement of any provision of this Agreement shall be finally, exclusively and conclusively settled by reference to arbitration under the Arbitration & Conciliation Act, 1996. The tribunal shall consist of a sole arbitrator appointed by the employer in mutual agreement with the contractor. The arbitration proceedings shall be conducted at Ahmedabad in the English language. The court at Ahmedabad shall alone have exclusive jurisdiction in respect of the Arbitration.

33 Notices

- 1.4 If not provided for differently in this Agreement all notices, consents, demands or permissions permitted or required under this Agreement must be in writing and shall be considered given upon personal delivery of the written document or when received by the other party by registered mail or a reputable courier company and addressed to

The Employer

The Contractor

Gujarat Pipavav Port Ltd

.....

Port Rampara-2

.....

Via Rajula

.....

District Amreli

.....

Pipavav Port 365560

.....

- 34 If either Party wishes to change its address for communication, it shall give to the other not less than five (5) days' notice in writing of such change.
- 35 All notices and documents to be given or delivered pursuant to or otherwise in relation to this Agreement shall be in English language or be accompanied by a certified English translation.
- 36 The employer shall in any event be discharged of all liability whatsoever and howsoever arising in respect of this agreement/contract unless legal proceedings are commenced and written notice thereof given to employer within twelve (12) months from the date of the loss, damage, delay or failure to adhere to any timeframe alleged to give rise to a claim.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed the day and year first before written in accordance with their respective laws.

SIGNED, SEALED AND DELIVERED

By the said : The Employer

(Gujarat Pipavav Port Limited)

Name: Girish Aggarwal

Designation: Managing Director

On behalf of the Employer in the presence of

Name:

Designation:

Gujarat Pipavav Port Limited,

Post Rampara No. 2, Via Rajula, District
Amreli, Pipavav Port, Gujarat - 365 560

Date : -

Place :

By the said : The Contractor

(.....)

Name: Zubair Khan

Designation: Director

On behalf of the Contractor in the presence of :

Name:

Designation:

.....

.....