Clause or sub-clause No. of GCC	Heading or Sub-Heading of Clause	Special Condition as mentioned in the clause or sub clause of GCC
	Contractor	**M/s.**
	Company	Mahindra World City (Jaipur) Ltd.
	Company's Representative	Mr. Bibhor K Singh Mob. 9929388804
	Consultants	**N.A**
	Contractor	**TBD**
	Construction Manager	Mr. Manoj Kumar Mob. 9001299928
4.1 (d)	As built Drawings	The contractor shall submit 03 sets of as built drawings (with total station survey).
4.2	Performance deposit	The Contractor shall Submit Performance bond in the form of bank Guarantee of 5% of the total Contract value Within 10 days of receipt of the Letter of Intent.
		The Contractor shall ensure that the Performance Guarantee is valid and enforceable until the Contractor has executed and completed the Works and obtained Taking Over/Completion Certificate and 60 days thereafter. If the terms of the Performance Guarantee specify its expiry date, and the Contractor has not become entitled to receive the Taking Over/Completion Certificate by the date 30 days prior to the expiry date, the Contractor shall immediately extend the validity of the Performance Guarantee until minimum of 60 days beyond the extended Time for Completion of the Works. If the Contractor fails to extend the validity of such bank guarantee as stated above then Contractor hereby signing this Contract, gives an unequivocal, unconditional and irrevocable authority to the Project Company to invoke this bank guarantee without any prior notice to the Contractor and he shall not raise any objection and have no claim, whatsoever, against such action of Project Company. The Project Company shall return the Performance Guarantee to the Contractor within 75 days after receiving a copy of the Taking Over/Completion Certificate.
		The Performance Guarantee shall strictly be in the form annexed to the Contract Documents and shall be executed on a non-judicial stamp paper having a jurisdiction of Jaipur, Rajasthan. The cost of obtaining such Performance Guarantee shall be borne and paid by the Contractor alone.
	Company's Free issue materials	As per BOQ attached.
	Governing law	Jurisdiction of Jaipur High Court.
	Permit and fees	(a)for the Contractor's applications for any permits, licenses or approvals required by the Law of the Country: (i)which the Contractor is required to obtain under Sub-Clause 1.13 in tender document [Compliance with Laws] (ii)for the delivery of Goods, including clearance through customs,
	Power, Water and other services	The Contractor shall be responsible for the provision of power, water and other services required for carrying out Works.
	Power, Water and other services for other contractors	The contractor shall provide power, water and other services to the other contractors appointed by company as and when instructed by the Company on chargeable basis at a rate mutually agreed between the contractor and the other contractor.
	Mobilization period	7 days from the date of receipt of Letter of Intent (LOI).
	Scaffolding, staging and guardrails	As per MLDL Guidelines.
	Full time basis key site personnel with relevant experience	All key positions agreed in site organization chart should be deployed by Contractor within 7 days from receipt of Letter of Intent.
		Company reserves the right to recovery for non-deployment of agreed resources @ ₹ 1,00,000 per month (in Rs.) for every non-deployment.
	Contractor's Project Manager	The appointed project manager should authorized to take all techno-commercial decision for contractor.
	Subcontracting	The Contractor shall not engage or permit the engagement of any subcontractor for any part of the Works without the consent of the Project Manager / Project Company.
	Nominated Sub Contractor	Clause 5.1
	Nominated Sub Contractor-Charges	Clause 5.4
	Space for labour accommodation and facilities	Clause 6.6
	Material and equipment	As Outlined in GCC

Clause or sub-clause No. of GCC	Heading or Sub-Heading of Clause	Special Condition as mentioned in the clause or sub clause of GCC
	Material and equipment	As Outlined in GCC
	Wastages on free issue material / basic rate material	**Basic Rate Material.**
		No wastage is permissible for payment of variation in basic rates items.
	Ordering and delivery of materials and equipment	Not Applicable
G.C.C 14.3 F	Schedule of Basic Rates	The **Schedule of Basic rates is** attached as in BOQ. The contractor shall raise an indent for the procurement 30 days in advance. The rates mentioned in the Schedule of Basic Rates are inclusive of Loading at manufacturer's end, freight, taxes and duties, FOR at site. Unloading at site and stacking shall be the responsibility of the contractor.
		The Company shall pay or recover the difference between the basic rate and the procurement rate for a credit period of 30 days and the same will be adjusted in running RA bill.
		In case contractor fails to make payment to the vendor from whom the basic rate material is being procured, the company shall make the payment to the vendor directly and deduct the bill value and 25% extra towards administrative charges.
		Company reserves the right to determine the final selection of the procurement vendor for the basic rate items mentioned in the BOQ. The contractor would be responsible to directly procure the material as mentioned, through the vendor as directed by Company routed through their books of account. The commercial transaction related to the procurement of material including the tax, duties liability would be contractor's sole responsibility. Company reserves the right to use their Central Office to procure and better rates for the below mentioned materials, having basic rates. Contractor should inform Company, the schedule of these procurement items with clear lead time of One months.
		For the materials listed above, the Contractor would recommend to the Company, their preferred vendor along with the rate of procurement post a competitive bidding process. Company would evaluate the recommendation and exercise the above stated right to direct Contractor to procure material from the preferred vendor.
8.2 & 8.3	Time for completion and milestones	Total Contract duration is 3 Months from the date of receipt of Letter of Indent; however intermediate milestones shall be agreed mutually during the finalization of the contract.
	Updated construction schedule	Agreement on updated construction schedule doesn't free the contractor from its contractual obligation to perform as per Contractual schedule.
Section -4 19 & 20	Liquidated damages	Liquidated Damage for non-completion of Work within stipulated time will be 0.5% of the contract price per week or part there of not exceeding 5 % of the Contract price. This LD will be imposed on the intermediate milestones approved in the construction programme; interim milestone till the completion period shall be derived mutually. Failure to achieve these milestones will attract a penalty equal to 1% of the certified bill amount for that month. In the event, contractor could accomplish the next milestone, company shall release the penalty deducted against the previous milestone.

Clause or sub-clause No. of GCC	Heading or Sub-Heading of Clause	Special Condition as mentioned in the clause or sub clause of GCC
GCC 8	Suspension of work and its consequences	The Project Manager may at any time instruct the Contractor to suspend progress of part or all the Works. During such suspension, the Contractor shall protect, store and secure such part or the Works against any deterioration, loss or damage. If due to suspension arising from the fault of Contractor, if any pecuniary loss has been occurred, the sole and exclusive liability shall be of the Contractor and not the Project Manager/Project Company. The Project Manager may also notify the cause for the suspension. If and to the extent that the cause is notified and is the responsibility of the Contractor, the following Sub-Clauses 8.9, 8.10 and 8.11 shall not apply. If the Contractor suffers delay and/or incurs Cost from complying with the Project Manager's instructions under Sub-Clause 8.8 [Suspension of Work] and / or from resuming the work, the Contractor shall give notice to the Project Manager and shall be entitled subject to Sub-Clause 20.1 [Contractor's Claims] to: (a)an extension of time for any such delay, if completion is or will be delayed, under Sub-Clause 8.4 [Extension of Time for Completion], and After receiving this notice, the Project Manager shall proceed in accordance with Sub-Clause 3.5 [Determinations] to agree or determine these matters. The Contractor shall not be entitled to an extension of time for, or to payment of the Cost incurred in, making good the consequences of the contractor's design, workmanship or materials, or of the Contractor's failure to protect, store or secure in accordance with Sub-clause 8.8 [Suspension of Work]. The Contractor shall not be entitled to any revision in item rates in Bill of Quantities post resumption of Works if the suspension is due to obtaining approvals, consents, permissions or orders from authorities, even if obtaining such approvals, consents, permissions or orders is the responsibility of the Project Company or Project Manager.
GCC 7.4	Testing	Third party Quality Testing for whole works will be done as per Specifications and Agency/ Laboratory (NABL accredited laboratories) will be approved by MWCJ and cost of testing will be borne by Contractor. Detailed test reports for carry out of work shall be submitted with each Running Account Bill.
Chapter-4 4.0	Cleaning up	Contractor to ensure that housekeeping at site is to the best of standards. All garbage, debris shall be removed from site daily or as they accumulate. All garbage/debris shall be disposed to the approved JDA/RIICO locations in covered position. The necessary materials required i.e. cartoons/ dustbins etc. to be provided by the contractor at his cost. The transportation for disposing the debris shall also be arranged by the contractor. In case any lacuna is found there, Company will engage independent agency for the same and 1.5 times the cost towards appointing and operating such agency will be deducted from the fee due to the contractor.
GCC 1.17 (Basis of Contract)	Escalation	No escalation of the prices mentioned in the Bill of Quantities or otherwise shall be allowed during the period of the Contract for any reasons whatsoever and such prices shall be deemed to be fixed and constant throughout the Time for Completion in accordance with Clause 8 and Defects Liability Period in accordance with Clause 11 of the General Conditions of Contract. The Project Company is not liable to pay any escalation or variation on all materials labour fuel plant and equipment's used by Contractor for the Works.
14.2 GCC	Mobilization Advance	The Project Company shall make an advance payment, as an interest-free loan for mobilization (10% of Contract Value), when the Contractor submits an irrevocable, unequivocal, single and unconditional Bank Guarantee for an equivalent amount as per the format
	Recovery of Mobilization advance	The advance payment shall be deducted on pro-rata basis at the percentage stated in Appendix to Tender in Payment Certificates. Total advance payment shall be recovered when value of works certified in payment certificate reaches 85% of the Accepted Contract Amount.
14.1	Submission of bills for progress payment	The cut-off date of measurement shall be 30th day of every month and submission date is 1St of every calendar month or as agreed during execution with the entire necessary backup as stated in 17.4 of GCC.

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	Procedure for calculation of basic rate variation	The Contractor will be debited or credited, as the case may be, only to the extent of +/ - variation in the price of the basic rate materials. Such basic rate variation will only be paid for respective items on quantities of work done certified in RA Bills. No wastage is permissible for calculation of basic rate variation. Overheads and Profits will neither be paid nor deducted on the price variation in the basic rates.
	Foreign Exchange	Not applicable
14.7 (GCC)	Ad-hoc Payments	Not applicable
14.8 (GCC)	Retention Money	Cash retention equivalent to 5% of certified gross bill value will be deducted as Retention money from each RA Bill. The Retention Money will be due for payment upon completion of the defects liability period. Retention money shall be released upon submission of Bank Guarantee. The validity of BG shall be till the defect liability period.
11.9 (GCC)	Final completion certificate	Within 28 days after receiving the Final Application for Payment and written discharge in accordance with Sub-Clause 14.10 [Application for Final Payment Certificate] and Sub-Clause 14.11 [Discharge], the Project Manager shall issue, to the Project Company, the Final Payment Certificate which shall state: (a)The amount which is finally due, and (b)After giving credit to the Project Company for all amounts previously paid by the Project Company and for all sums to which the Project Company is entitled, the balance (if any) due from the Project Company to the Contractor or from the Contractor to the Project Company, as the case may be. If the Contractor has not applied for a Final Payment Certificate in accordance with Sub-Clause 14.10 [Application for Final Payment Certificate] and Sub-Clause 14.11 [Discharge], the Project Manager shall request the Contractor to do so. If the Contractor fails to submit an application within a period of 28 days, the Project Manager shall issue the Final Payment Certificate for such amount as he fairly determines to be due.
14.10 & 14.12 (GCC)	Approval of final payment	The certification of final payment shall be released by company within 60 days from the date of acceptance of Final bill along with all the relevant supporting documents (like joint measurements, reconciliation, as built drawing, test reports etc.) in acceptable format by the Company.

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	Suspension and stoppage of work	As outlined in GCC
	Defect Liability Period	12 months from the date of completion certificate with acceptance by Company of completed Works at site. 1.1.3.7 "Defects Liability Period" means the period for notifying defects in th Works or a Section (as the case may be) and remedying the same under Sub-Clause 11.1 [Completion of Outstanding Work and Remedying Defects], as stated in the Appendix to Tender (with any extension under Sub-Clause 11.3 [Extension of Defects Liability Period]) as approved by the Project Company, calculated from the date on which the Works or Section is completed and satisfactorily handed over to the project company. The time period of defect liability period shall be calculated from the date of hand over as certified under Sub-Clause 10.1 [Taking Over of the Works and Sections].
	Special Guarantees to be provided by the Contractor	Not applicable.
GCC 18.2	CAR Policy	In Contractor's scope
	Minimum amount of Insurance	The amount of insurance should appropriately cover Peak labour deployment, machinery, vehicles, automobiles, and contractor's temporary set-up; plants as per approved construction schedule and indemnify the Company against any claims thereby.
	Period allowed to Contractor for taking Insurances per his scope	Insurances required under the Contract are required to be submitted within 14 days from the date of receipt of Letter of Indent to Proceed. Submission of Insurance will be a condition precedent to any payment to the Contractor.
	Termination due to force majeure	Clause no 19
	Termination of Contract	In case the performance of the contractor is not found satisfactory (with respect to quality and time), Company has a right to delete whole or part of the scope and get the same done through any independent agency at contractor's risk and cost. (Clause no -8)
	Safety	PENALTY RATES for SAFETY VIOLATION will be charged as given in the **Annexure – A**
	Escrow Account	MWCJ may, at any stage, ask the Contractor to open the escrow bank account with a scheduled bank (Banker) to be decided by the MWCJ.
		The Contractor shall be under obligation to open the Escrow Bank Account upon receipt of such directions from MWCJ with the Banker and the said account will be operated by the MWCJ and Contractor jointly.
	Taxation	Contractor shall submit breakup of amount considered as taxation under procurement of materials used for this Contract scope.
	Rectification of Civil Works	Rectification of damages in the civil work to be rectifiy as per instruction from Company Project Manager.
	Disbursement of payment to the contractors/ vendors/ suppliers/ sub-contractors	Incase contractor fails to make timely payments (as per the terms of order placed) to the contractors/vendors/suppliers/sub-contractors, company shall make the payment directly to contractors/ vendors/ suppliers/ sub-contractors and deduct additional 15% of the paid value from the contractors RA bill as administrative charges. The contractor shall indemnify, keep indemnified and hold, the company, harmless against any and all liability, claims. The responsibility for payment to vendors/suppliers/sub-contractors lies with contractor.
	Finishing Schedule	Contractor shall prepare detailed work completion schedule on Microsoft project of the project including procurement, execution and coordination activities and submit to Company for approval within 10 days from the issuance of LOI. Contractor shall fortnightly or as directed by Engineer in charge submit the updates/ any variation in schedule till successful performance of the proposed contract.
	Base Rate Items comparative	The contractor shall submit the comparative of quotes of vendors/suppliers for all base rate items well in advance to company to avoid any delay in approval.

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	Lifting and Shifting of Materials	The contractor shall be responsible for lifting and shifting of materials to the designated floor/ location for the execution of works by deploying adequate resources.
	COSTS OF TESTING	Third party Quality Testing for whole works will be done as per Specifications and Agency/ Laboratory (NABL accredited laboratories) will be approved by MWCJ and cost of testing will be borne by Contractor. Detailed test reports for carry out of work shall be submitted with each Running Account Bill.
	MEDIA RELEASES	"Media Releases of the General Conditions of Contract" the Contractor shall not issue any information, publication, document or article for publication concerning the project to the media.
	RELIANCE UPON DOCUMENTS	Where a document (or part thereof) is designated as an "information document" or "for information only", the Company does not warrant, guarantee, assume any duty of care or other responsibility for or make any representation about the accuracy, adequacy, suitability or completeness of such documents and the Contractor acknowledges that it has taken this into account.
	RESPECTFUL BEHAVIOUR	The Contractor acknowledges the Company's zero tolerance towards men's violence against women in the workplace and the broader community. The Contractor agrees that, in undertaking the work, its personnel will at all times: (a)act in a manner that is non-threatening, courteous, and respectful; and (b) comply with any instructions, policies, procedures or guidelines issued by the Company regarding acceptable workplace behaviour. If the Company believes that Personnel are failing to comply with the behavioural standards specified in this clause, then the Company may in its absolute discretion: (a)prohibit access by the relevant personnel to the Site; and (b) direct the Contractor to withdraw the relevant personnel from undertaking the work under the Contract.
Section 3G (Safety Manual)	CONTRACTOR'S SAFETY AND ENVIRONMENTAL OBLIGATIONS	The Contractor acknowledges the importance that the Company places on care of the environment and the provision of a safe workplace. The Contractor must comply with all requirements of the Contract, applicable BOCW Standards and all relevant law relating to protection of the environment and occupational, health, safety and welfare. The Contractor must ensure, in connection with the execution of the work under the Contract, the health and safety of all persons including without limitation, members of the public, the Superintendent, the Company's employees, consultants and agents and the Contractor's employees, subcontractors and agents. The Contractor must perform its obligations under this Contract in an environmentally responsible manner so as to protect and preserve the environment (including from harm or damage arising from or in connection with the carrying out of the work under the Contract except to the extent such harm or damage was a direct and unavoidable result of carrying out and completing the work under the Contract in accordance with the Contract). The Contractor, except to the extent prohibited by law, must indemnify and keep indemnified the Company against any loss that the Company suffers or incurs arising out of or in any way in connection with a failure by the Contractor to comply with any of its environmental or safety obligations.