

**Detailed special conditions of contract**

The following Special Conditions of Contract (SCC) shall supplement or amend the General Conditions of Contract (GCC). Whenever there is conflict, the provisions of the SCC shall prevail over those in the General Conditions of Contract.

**Common terms for all projects**

| Clause no. of GCC | Clause description             | SCC   |
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| 1.1.2.2           | Developer                      | Mahindra World City Developers Limited  |
| 1.3               | Communications                 | Mr. Rajesh – O&M Head – MWC Chennai, Mahindra World City Developers Limited, Administrative Block, Central Avenue, Mahindra World City, Chengalpet-603004, Tamil Nadu.  |
| 4.2               | Performance guarantee/security | <p>The Contractor shall Submit Performance bond in the form of bank Guarantee of 5% of the total contract value including GST (from MWCDL approved banks) Within 10 days of receipt of the Letter of Intent.</p> <p>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.</p> <p>The Project Company shall return the Performance Guarantee to the Contractor within 75 days after</p> |

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|                   |   | receiving a copy of the Taking Over/Completion Certificate.<br><br>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 Chennai, Tamil Nadu. The cost of obtaining such Performance Guarantee shall be borne and paid by the Contractor alone.  |
| 4.3               | Contractor's representative Project Manager of Contractor                     | Graduate Civil /Mechanical Engineer with minimum 15 years of experience. Should have independently handled projects of similar magnitude while serving with the contractor. Developer shall interview and accord his approval for the candidate referred by the contractor. Every project will have separate Project Manager. The appointed project manager should be authorized to take all techno-commercial decision for contractor. |
| 4.3               | Punitive damages or non-appointment of Project Manager within stipulated time | All key positions agreed in site organization chart should be deployed by Contractor within 15 days from receipt of Letter of Intent.<br>Rs. 10,000/- per week for each position and each project to a maximum of 2% of total contract value of each Individual project.  |
| 4.4               | 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.   |
|                   | Testing   | Third party Quality Testing for whole works will be done as per Specifications and Agency/ Laboratory (NABL accredited laboratories) will be approved by MWCDL 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.  |
| 4.9               | Quality assurance   | In case of any defect is found in your quality of work , the cost to rectify the work as per the satisfaction of the Structural Consultant, Architect, MEP Consultant etc and Developer shall be adjusted from any amount held with the Developer   |
| 4.19              | Water   | Water will not be provided by the Developer. It has to be arranged by the contractor at his own cost.   |
| 4.19              | Power   | Contractor has to make arrangement of power at his own Cost.  |

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| 6.5               | Working hours                 | The working hour for the project is 8.30 am till 7.00 pm on all working days as per the local statutory law. For working beyond working hours contractor has to take permission from the Developer's representative and also take care of all statutory requirements. No payment or claims to this account will be considered.   |
| 8.1               | Commencement of works         | Commencement date of the work will be the date of issue of Letter of Intent (LOI) or Letter of Award (LOA) whichever is earlier.   |
| 8.2               | Time for completion           | The entire work shall be completed within a period of 45 (Forty-Five) calendar days including mobilization period and monsoon period   |
| 8.3               | Program and progress schedule | <ol style="list-style-type: none"> <li>1. The contractor shall submit a detailed master schedule, (in line with agreed milestones) to the developer which will be confirmed, agreed and signed off by both the parties (the developer and the contractor). Kindly make sure that proper sequencing of activities are followed and all the activities covered. (Ideally all activities should have FS link and without lag. duration above 30 days and lag beyond 15 days should be completely avoided). This will become the contract schedule.</li> <li>2. Schedule shall be resource loaded including labour, material and machinery and should match with contract value. (Excluding OH cost, for same complied excel file to be submitted)</li> <li>3. Project cash flow to be extracted from MSP schedule.</li> <li>4. Schedule shall include all design and drawings for temporary works, shop drawings, and statutory approvals.</li> <li>5. Contractor shall submit month wise labour, resource and machinery deployment schedule for entire period of the project. Same shall be confirmed, agreed and signed off by both parties (the developer and the contractor). And to be tracked and reviewed monthly basis</li> <li>6. Project schedule shall be tracked &amp; reviewed weekly/ fortnightly and monthly basis. Tracked/ updated schedule with respect to the baseline schedule shall be updated and submitted to the</li> </ol> |

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|                   |                                      | <p>developer's project site office on a fortnightly basis.</p> <p>7. Any activities /or approvals which is required from developer to be intimated within two months from the date of LOA.</p> <p>8. In case of any delay, detailed delay analysis report (root cause) shall be prepared and submitted to the developer's project site office within 2 days' time period.</p> <p>9. Corrective action with proper catch-up schedule shall be prepared and submitted with delay analysis report to achieve progress milestone as per schedule.</p> <p>10. Critical activities to be tracked separately and to be reviewed daily basis.</p> <p>11. In case the Developers want, the Contractor shall provide all details of the P.O / W.O etc. related to the Project issued by the Contractor to monitor the Project. The Developer has also right to cross verification with all the sub vendors / sub-contractors / labour contractors etc. regarding the veracity of the Contactor's intention.</p> |
|                   | Updated construction schedule        | Agreement on updated construction schedule doesn't free the contractor from its contractual obligation to perform as per Contractual schedule.  |
| 8.7               | Liquidity Damages (LD)/delay 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.   |
| 8.9               | Consequences of suspension           | For likely stoppage or suspension of work in excess of total 90 days the charges for idle time will be restricted to the actual or a maximum of 15 days and shall be limited to 1% of the contract value<br>Each contract will be accounted separately for calculation of delay   |

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| 8.10              | Payment for plant and machinery in event of suspension | Shall be decided by the developer and shall be included in the contract price.   |
| 11                | Defects Liability Period (DLP)                         | Twelve months from the completion of the entire project works and after the issue of taking over certificate of the complete project. In case of taking over of project in phases, the DLP will still be valid till the completion of entire project within the ambit of that contract. All commercial conditions like retention, performance guarantee will be only after issue of complete taking over certificate.  |
| 13.6              | Adjustments for changes in legislation                 | The contract price shall be adjusted to take account of any cost relating to the change in the legislation Tax system more particularly on implementation of GST. The contract price shall not be adjusted for any other legislation changes on any other direct/indirect taxes and duties.  |
| 14.2              | Mobilization advance                                   | 10% of the contract price excluding taxes will be given for each individual contract after receipt of irrevocable and unconditional bank guarantee for mobilisation advance valid till completion of specific contract. Mobilisation advance will be recovered on pro rata basis from RA bill number 2 onwards and the entire advance payment made to the contractor shall be recovered when 75% of work is completed.   |
|                   |  | <p>10% of contract value in two stages shall be released for the net contract value (Contract value excluding GST).</p> <ol style="list-style-type: none"> <li>1. 50% on agreed mobilization advance shall be released within 15 days from the date of Bank Guarantee receipt and confirmation by the issuing bank.</li> <li>2. Balance 50% of mobilization advance shall be released within 30 days after 'Actual commencement of work at site'.</li> </ol> <p><b>Pre-Requisite for release of Mobilization Advance:</b><br/>First Tranche/Sage of Mobilization advance shall be released only after submission &amp; confirmation of Performance Bank Guarantee (PBG) by the issuing bank.</p> |

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| 14.3/<br>14.4     | Application for interim payment certificates | <p>The Contractor shall submit a 'Draft Application for Payment' in two copies to the Project Manager on 21<sup>st</sup> day of each month, in the format pre-approved by the Project Manager for both RA Bill &amp; Basic Rate Claim. On approval of draft application of payment by Project Manager, contractor to submit 'Application of Payment' in 3 copies with all necessary supporting documents as per MWCDL approved check list on 25<sup>th</sup> (or) after 4 working days, which ever is later of each month.</p> <ul style="list-style-type: none"> <li>❖ 60% of Net Payable Amount (after necessary deductions) shall be paid as ad-hoc payment within 15 days from the date of submission of technically correct 'Application of Payment'</li> <li>❖ Balance 40% of Net Payable Amount shall be paid within 30 days from date of certification of 'Application of Payment' by Project Manager.</li> </ul> |
| 14.5              | Issue of interim payment certificates        | Omitted   |
| 14.17             | Escalation                                   | <p>"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.</p>   |
| 14.8              | Retention money                              | <p>Retention amounting to 5% of the amount approved for payment from each RA bill. Retention amount will be held till validity of defect liability period. 50% of retention money will be returned after receipt of bank guarantee in the prescribed format valid till defect liability period after issue of taking over certificate. Retention bank guarantee should be valid up to DLP plus 3 additional months, i.e. 15 months.</p> <p>Balance amount shall be released after successful completion of DLP period.</p>  |

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| 18                | Insurance                       | <p>Contractor shall obtain all insurances within 14 days from the date of receipt of Letter of Intent to Proceed and maintain all other insurances including but not limited to following Insurances at his own cost:<br/>CAR policy is In Contractor's scope</p> <ul style="list-style-type: none"> <li>• Third Party gross Liability;</li> <li>• Covid-19 insurance for all staffs and workmen's.</li> <li>• Policy with claim value of 1% of the Contract value per each occurrence and number of occurrence is unlimited;</li> <li>• Losses due to offsite storage of raw materials and equipment;</li> <li>• Transit risks arising out of transportation of raw materials and equipment from the place of procurement to the construction site;</li> <li>• Damage to Contractors Plant and Machinery;</li> <li>• Workmen's Compensation and Group Personnel Accident with add on for medical claim;</li> <li>• Any insurance required other than listed above.</li> </ul> |
| 20.3              | Arbitration                     | The place and seat of arbitration will be Chennai, India.  |
|                   | Competent court & governing law | High Court of Judicature at Chennai, Tamil Nadu, India. The laws of Republic of India shall govern the interpretation, validity and performance of the terms of this agreement   |
|                   | Idle Charges                    | No Idle Charges related to natural disturbances, non-availability of materials, and workforce, local disturbances etc shall be entertained. No Time extension also for such issues shall be accepted.  |
|                   | Local Issues                    | You shall keep harmony with the local community and surroundings and shall take all necessary measures to resolve any issue related to material procurement, workforce arrangement, vendor selection etc. so that the progress of the work is not hampered, No Price Escalation or Time Extension shall be accepted due any issues related to the Local Community and Surroundings.  |
| 15                | Environmental management system | <p><b>Specific to MWCDL EMS :</b></p> <ol style="list-style-type: none"> <li>1. Existing numbered tress should be maintained in healthy condition till final handover of site by contractor. No damage to existing trees due to</li> </ol>   |

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|                   |                    | <p>construction activities should be done. Any damage and cost implication due to damage should be borne by contractor.</p> <ol style="list-style-type: none"> <li>2. No dry wood should be used in site labour camps area as burning fuel.</li> <li>3. All building material like broken bricks, tiles and damaged shuttering material should be reused by contractor at suitable work areas. Unused or damaged/broken bricks, tiles, glass, wooden frames, shutters, steel etc. and shuttering material should either be reused up to max possible or donated or sold to another party for reuse. All records related to reuse/sale like challans etc. are to be kept by the contractors and submit to MWCDL. These initiatives are towards sustainable development and contractors should perform all as stated at his own cost.</li> <li>4. Avoiding spillage of oil over the soil in workplace.</li> <li>5. If batching plant is established at site there should a wastewater treatment system installed along with the plant at site. Treated water should be reused in construction after approval from In-charge QA at site.</li> <li>6. Existing well if any should be properly covered.</li> <li>7. Optimum use of bore well water should be done by contractor, avoiding wastage water meter should be installed in all bore wells and record of water drawn should be maintained on monthly basis and same should be reported to PM-MWCDL.</li> <li>8. All necessary precaution should be taken by contractor to avoid ground water table contamination.</li> <li>9. Hygiene at labour camp should be maintained. Proper sanitation facility for labours should be established. MWCDL has the right to inspect the labour colony and time and instruct contractor to modify /upgrade the condition of labour camp at any time during the tenure of the project. Temporary surface drainage should be provided in bathing and washing areas at labour camps.</li> <li>10. Optimum utilization of electricity should be done, by planning electricity cut off in labour camps</li> </ol> |

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|                   |                    | every day when not required as labour camps are empty during working hours.   |
|                   | Labour shed / Camp | <p>Labour shed / camp / accommodation / temporary shed is under contractor scope.</p> <p>The contractor is to make own arrangement for the labour camp. MWCDL will not provide any space / building for the staff / labour camp.</p> <p>Contractor shall maintain the Labour accommodation and facilities as per requirement of labour Law and Environmental 'No Objection Certificate' and EHS policy of the MWCDL, irrespective of location of labour accommodation is within the site or outside</p> |