

equivalent or better qualifications.

**(b) If the Owner:**

- i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or
  - (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel,
- then the Consultants shall, at the Owner's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Owner.
- (c) The new personnel provided as a replacement shall be governed by the same the terms and conditions of employment as the replaced personnel.
  - (d) The Consultants shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement.
  - (e) Any Removal/Replacement of personnel shall be permitted only after getting approval from TANGEDCO and if any default thereof Penalty as per clause 1.4 of Service Level Agreement(SLA) will be levied without prejudice to other rights of TANGEDCO under the contract.
  - (f) Removal/Replacement at the behest of TANGEDCO or by PMA with the approval of TANGEDCO shall also be subjected to Penalty as per clause 1.4 of Service Level Agreement(SLA).

**36.0. Effectiveness of Contract:**

This Contract shall come into force and effect on the date (the "Effective Date of Contract") of the Utility's notice to the PMA confirming that the following conditions have been met:

- a) This Contract has been approved by Utility.
- b) Requisite Advance payment Bank Guarantee has been submitted.

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23/2/2019

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