



::GUJARAT HIRA BOURSE::

Gem & Jewellery Park, Ichchhapore, Surat.

TENDER DOCUMENTS FOR

DESIGN, CONSTRUCTION, TESTING AND COMMISSIONING OF 10

MLD CAPACITY WATER TREATMENT PLANT AT VILLAGE

ICHCHHAPORE, TALUKA: CHORYASI, DIST: SURAT ON TURNKEY

BASIS

Volume-I

The Secretary
Gujarat Hira Bourse
508, Belgium Tower, Opp. Linear Bus Stand,
Delhi gate, Surat-395003, Gujarat.
Ph. No. 0261-3014066, 3243640
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www.gujarathirabourse.org

1. Name of Work : TENDER FOR DESIGN, CONSTRUCTION, ERECTION, TESTING AND COMMISSIONING OF 10 MLD CAPACITY WATER TREATMENT PLANT AT GEM & JEWELLERY SEZ PARK AT ICHCHHAPORE, SURAT.

2. Bid Security : ₹ 1.0 Lac firm in form of D.D. of a Nationalized Bank..

3. Cost of Tender Documents inclusive of all taxes : ₹ 1000/- only
(Non-refundable) (For delivery by courier to any place within India ₹ 500.00 extra)

4. Bid Documents issued to: _____
(Contractor's Name and Address) _____

5. Signature of Issuing Officer with Date and Seal :

6. Contents :

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ABSTRACT OF TENDER

- 1. Name of the Project:** Gem & Jewellery Park, Ichchhapore, Surat.
- 2. Name of the Work:** TENDER FOR DESIGN, CONSTRUCTION, ERECTION, TESTING AND COMMISSIONING OF 10 MLD CAPACITY WATER TREATMENT PLANT AT GEM & JEWELLERY SEZ PARK AT ICHCHHAPORE, SURAT.
- 3. Nodal Agency:** Gujarat Hira Bourse,
508, Belgium Tower, Opp. Linear Bus Stand,
Delhi gate, Surat-395003, Gujarat.
Ph. No. 0261-3014066, 3243640
Tele Fax No. 0261-2450005
e-mail: ghbsurat@yahoo.com
www.gujarathirabourse.org
- 4. The Developer:** Gujarat Hira Bourse,
508, Belgium Tower, Opp. Linear Bus Stand,
Delhi gate, Surat-395003, Gujarat.
Ph. No. 0261-3014066, 3243640
Tele Fax No. 0261-2450005
e-mail: ghbsurat@yahoo.com
www.gujarathirabourse.org
- 5. a) Last Date to purchase Bid Documents:** Date: 27-11-2010 Time: up to 18.00 hr.
- b) Pre-Bid Queries:** Bidder shall have to send queries through
e-mail:ghbsurat@yahoo.com on or before 07-12-10
- c) Compliance to Pre-Bid Querries:** GHB shall issue addendum in ref to (b) on or before 15-12-2010.
- d) Last date of submission of Tender Documents** Date: 27-12-2010 Time: up to 14.00 hr.
- e) Date and Time for opening Bids:** Date: 27-12-2010 Time: up to 15.00 hrs. If possible
- 6. Period of Tender Validity:** 90 (Ninety) days from the date of opening the tenders.
- 7. Amount of Bid Security:** ₹ 1.0 lac in form of Demand Draft

- 8. Performance Security:** 5% (five percent) of the Contract Price in the form of an Unconditional Bank Guarantee, to be provided within 15 days of issue of the Letter of Acceptance. To be valid from acceptance of the works and issuance of the Defect Liability Certificate and 5 years operation & maintenance period.
- Refer GC-10 Chapter-III-General Conditions of Contract.
(PBG As per Annexure-B)
- 9. Retention Money:** 5% (Five percent) of the first and following Interim Payment Certificates.
- 10. Refund of Retention Money:** 50% upon issue of taking over certificate after completion of 3 months trial period.
50% upon completion of the Defect Liability Period of 12 months.
- 11. Advance Payment:** No advance payment is admissible.
- 12. Period within which Formal Agreement shall be executed after notification by the Developer :** Within 15 (Fifteen) days from the date of issue of the Letter of Acceptance.
(Formal Agreement Format As per Annexure-A)
- 13. Latest Date Allowed for Starting the Work:** Within 10 days from the date of issue of the Notice to Commence the works.
- 14. Completion Time:** 12 Months
- 15. Amount of Liquidated Damages for delay in Completing works:** 0.5% (Zero point five percent) per week or part of week of the Contract Price for failure to complete the works within the stipulated time for completion.
- Developer retains the right to hold back 0.5% (zero point five percent) per week or part of week of the value of the work remaining to be completed to achieve the agreed milestones under the approved work programme.
- Limit of Liquidated Damages: 10% of the Contract Value.

16. Defects Liability Period: 15 Months (inclusive of 3 months trial run period).
17. Operation & Maintenance: Tenderer shall submit a separate offer for 5 years period for operation and maintenance of the plant (s).

18. Currency of Payment: Indian Rupees

19. Deduction of Advance Income: As per the prevailing Tax Rules of the Government
Tax and Advance Works Tax: of India and the Government of the State of Gujarat.

Dated this _____ Day of _____ 2010

Signed and Sealed by:

In the Capacity of

Name and Address of Bidder:

Witnessed by 1 _____ 2 _____

Name and Address _____

Occupation _____

Annexure-A

CONTRACT AGREEMENT

This Agreement made on the _____ between **GUJARAT HIRA BOURSE**, having its Registered Office situated at **508, Belgium Tower, Opp. Linear Bus Stop, Ring Road, Surat – 395 002** (hereinafter called “The Developer”) of the one part and **M/s _____**, having its Registered Office situated at _____

(hereinafter called “the Contractor”) of the other part.

WHEREAS the Developer is desirous that certain works should be executed by the Contractor, viz, _____ at **Gem & Jewellery Park at Ichchhapore, Dist. Surat** (hereinafter called the works) **for Special Economic Zone and Domestic Tariff Area** and the developer has accepted a Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein.

AND WHEREAS pursuant to the Bid submitted by the Contractor, vide dated _____ (hereinafter referred to as the Bid) for the Execution of works and subsequent correspondence made in this regard, the Developer by his Letter of Acceptance dated _____ accepted the offer submitted by the Contractor for the execution and completion of such works and the remedying of and defects thereon, on terms and conditions in accordance with the documents listed in Para 2 below.

AND WHEREAS the Contractor has agreed to abide by all the terms of the bid, including but not limited to the amount quoted for the execution of Contract, as stated in the bid, and also to comply with such terms and conditions as may be required from time to time.

Now this Agreement witnesseth as follows:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this agreement.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, Viz. :
 - 1 The Letter of Acceptance;
 - 2 Any modifications, amendments issued by developer prior to the final bid submission date up to conclusion of negotiations.
 - 3 Invitation to bidders
 - 4 Instruction to bidders
 - 5 The General Conditions of Contract
 - 6 The Special Conditions of Contract
 - 7 Technical Proposal
 - 8 The Drawings
 - 9 The Priced Bill of Quantities
 - 10 Technical Specification – For Civil, Structural, Materials, Mechanical, Electrical, Pippings, Instrumentation and Operation & Maintenance

- 11 Any correspondence between the Developer and contractor from the date of submission of bids and signing of agreement .
3. In consideration of the payments to be made by the Developer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the developer to execute and complete the Works within prescribed time limit and along with defect liability responsibility in conformity in all respects with the provisions of the Contract as per good engineering practice.
4. The Developer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works , the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
5. As per the provisions under GC-14 & 17 of General Conditions of Contract, it is agreed that time is of the essence in completing the Works. All Works shall be completed within 12 Months from the date of commencement of the works or such extended time as may be allowed under GC – 18,20A .
11. This Agreement is being executed in Two Original Sets on Stamp Paper of Rs.100/- each to be retained one each by both the parties hereto.

IN WITNESS WHEREOF the Parties hereto have caused this agreement to be executed the day and year first before written.

Signed, sealed and delivered by the said Developer through Shri Nanubhai B. Vanani , Secretary ,
For and on behalf of **Gujarat Hira Bourse**

The Common Seal of **Gujarat Hira Bourse, Surat**

in the presence of :

1. Name :

Address :

Signature

2. Name :

Address :

Signature

AND

the said Contractor through _____ ,

For and on behalf of **M/s**

The Common Seal of **M/s**

in the presence of :

1. Name :

Address :

2. Name :

Address :

Annexure-B

FORMAT OF BANK GUARANTEE FOR PERFORMANCE SECURITY

To,
The Secretary,
Gujarat Hira Bourse,
508, Belgium Tower
Opp. Linear Bus Stand , Ring Road
Surat

Whereas M/s _____, having registered office at _____ (hereinafter called “the Contractor”) has undertaken in pursuance of the provisions of the Letter of Acceptance Dt. _____ and Bid Offer Documents Dt. _____ for works viz. _____ at Gems and Jewellery Park , Ichchapore Surat ;

AND WHEREAS it has been stipulated by you in the said LOA and Bid Offer that the Contractor shall furnish you with a bank guarantee if any Nationalized Bank of India for the sum specified therein as security for compliance with Contractor’s obligations in accordance with the contract;

And whereas we [Bank’ Name and address] have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the guarantor and responsible to you on behalf of the Contractor , upto a total sum of Rs. _____, such sum being payable in Indian Rupees in which Contract Price is payable and we undertake to pay you , upon your first written demand and without cavil or argument , any sum or sums within the limits of Rs. (amt. of Bank Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand .

We further agree that no change or addition to or other modification of the terms of contract or work to be performed there under or of any of the contract documents which may be made between you and the Contractor in any way relieve us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification .

This Guarantee shall be valid until the date of issue of Defect Liability Certificate by Gujarat Hira Bourse to M/s _____ (the Contracor) _____ .

Notwithstanding anything contained herein :

1. Our liability under this guarantee shall not exceed Rs. (amt. of Bank Guarantee) ,
2. This Guarantee shall eb valid upto _____ and

3. We are liable to pay the guaranteed amt. or any part thereof under this guarantee only and if you serve upon us a written claim or demand on or before [Dt. of expiry of B.G.] . Thereafter we shall discharge from our liability .

Date :

Place :

Signature of Bank Officials
And Seal of the Bank

CHAPTER – I

**GUJARAT HIRA BOURSE
SURAT**

NOTICE INVITING TENDER

Lump sump tenders are hereby invited by M/s.Gujarat Hira Bourse, 508, 5th Floor, Belgium Tower, Opp. Linear Bus Stop, Nr. Delhi Gate, Ring Road, Surat-395002 from Indian Agencies/Contractors who fulfils the eligibility criteria given below for the following work.

Description of work	
Design and Construction of 10 MLD Capacity Water Treatment Plant at Village Ichchhapore, Taluka: Choryasi, Dist: Surat based on Sludge Blanket Lamella Clarifier or Clariflocculator in place of Sludge Blanket Lamella Clarifier with High Rate Filtration and PLC-SCADA System and all other works contingent thereto including Design, Construction, Civil works, Supply of Mechanical, Electrical, Interconnecting Piping & Instrumentation Equipments, Erection Testing and Commissioning along with Operation and Maintenance for a period of 60 Months after stabilization period of 3 months on turnkey basis complete in all respects.	

Cost of tender documents	₹ 1000/-
Estimated Cost	To be quoted by the Bidder
Earnest Money Deposit	₹ 1.0 lac in the form of a Bank Demand Draft.
Time Limit for Completion of Work	12 Months from the date of issue of work commencement order.

(A) RECEIPT OF TENDER :

Sealed Tenders in original are invited from the contractors who meets the pre-qualification criteria laid down by M/S.GUJARAT HIRA BOURSE for the work of Design, Construction, Erection, Testing & Commissioning of 10 MLD Water Treatment Plant on turnkey basis at Ichchhapore, Tal: Choryasi, Dist: Surat on or before 27-12-2010 at 14.00 hrs. by Speed post or hand delivery only. The tenders received after due time and date will not be accepted.

(C) DOWNLOAD OF TENDER DOCUMENTS:

The tender documents will be made available for download from www.gujarathirabourse.org of Gujarat Hira Bourse, SURAT on any working day from 17-11-2010 up to 27-11-2010. Application for tender documents shall be accompanied by ₹ 1000.00 which are required for submission of tender towards the cost of tender documents in form of Demand Draft of any nationalized bank.

(E) SUBMISSION OF TENDER :

Tenderer are requested to submit the tender documents as instructed in the tender documents. Tender without earnest money deposit will be rejected. Addenda to this tender, if issued must be signed and submitted along with tender. Tenders should be submitted in hard copies only.

(F) OPENING OF TENDER :

The tenders will be opened by the Special Committee of M/s.Gujarat Hira Bourse, SURAT. M/s.GHB reserves the right to reject any or all tenders without assigning any reasons.

(H) VALIDITY OF TENDER :

The validity period of the tender submitted for this work shall be Ninety (90) calendar days from the date of opening of the tender and no tender or tender security may be withdrawn for the said period.

Conditional tenders are liable to be rejected. M/s.Gujarat Hira Bourse reserves the right to accept tenders either in whole or in part as considered expedient.

(I) ELIGIBILITY CRITERIA:

- a) The agency/contractor must have successfully completed and commissioned during last 5 years ending on 31.03.2010, either of the following;

One work of similar nature and capacity not less than 5.0 MLD

OR

Two works, each of similar nature and capacity not less than 3.0 MLD

- Similar nature of work means executions of Water Treatment Plants with PLC Scada system. The Plant(s) should be in operation for a minimum period of one year as on 31-03-2010 within India.

- **Turnkey Project Execution experience for WTP:**

The applicant should have completed and commissioned during last 5 years atleast one water treatment plant costing not less than Rs.2.00 Crores value. The applicant shall produce the authenticated certificate in this regard from the client.

- **Experience of Operation and Maintenance of WTP:**

The applicant should have experience of Operation & Maintenance of water treatment plant of similar capacity of the proposed plant for a period of minimum two years. The bidder shall produce the relevant authenticated certificate in this regard from the client.

- b) The eligibility criteria in respect of financial parameters to be fulfilled by the applicant are as under:-

Should have minimum Average Annual Turnover of Rs.2.00 Crores during last three years ending 31-03-2010. This should be duly audited by a Chartered Accountant. The current Net Worth (assessed as total assets minus total liabilities in the latest completed financial year) should be positive. In support of annual turnover of the preceding three years, relevant authenticated documents should be submitted.

- c) The Bidder should have suitable qualified personnel, minimum two M.E. degree holder of Environmental Engineering and one Degree holders in each discipline of Civil, Mech, Elect and Instrument Engineers with adequate experience for management and execution of work.
- d) Only those firms will be considered qualified for submission of tender who fulfil the above qualifying criteria and no claim whatsoever will be entertained. If the tender is not accompanied with any of the required documents, the same shall be liable to be rejected and no claim whatsoever will be entertained.
- e) Attested photocopies of performance / completion certificates of completed and commissioned works must be submitted by the agency/contractor as well as by the Technology Provider, in absence of which it shall summarily result in rejection of tender.
- f) Submission of false information / documents by the prospective tenderer will invite dis-qualification from tendering process including forfeiture of EMD.
- g) All the documents, certificates submitted shall be issued by Engineer-in-Charge or rank not below Executive Engineer or equivalent.
- h) The Earnest Money Deposit amounting Rs. 1.0 lac must be furnished in form of Demand Draft payable at Surat in favour of M/s.Gujarat Hira Bourse. Any bid not accompanied with requisite Earnest Money Deposit in acceptable form shall be rejected. Bid shall be not be opened without receipt of EMD.
- i) **Litigation History:**
The applicant shall provide the accurate information on any litigation or arbitration resulting from contracts completed or under execution over the last 5 years. The consistent history of awards against the applicant or technology provider may result in failure of application.

j) The authority reserves the right to reject or accept any prospective tender without assigning any reason. No Contractor/ Bidder shall have any claim arising out of such action.

k) All disputes concerning in any way with this tender are subject to Surat, Gujarat (India) Jurisdiction only.

2. EVALUATION CRITERIA

The bids will be evaluated such that the life cycle cost is minimum. The life cycle cost will be worked out as follows

Life cycle cost of WTP shall be: Capital cost of WTP + capitalized Energy cost + capitalized O & M cost (excluding energy and chemicals) + capitalized cost of chemicals

Capital cost of WTP: It shall be the quoted price by the bidder of construction of WTP and terminal sewage pumping station.

Capitalized Energy cost: Bidder will give energy consumption per year for 10 MLD flow with unit wise detail of power consumption showing motor KW, operation hours, efficiency etc. Also power for lighting etc is to be given separately. Rate per KWH shall be taken at Rs 5.0. If yearly energy cost is E then capitalized cost for 20 years shall be

$E \cdot (1 - (1 + r)^{-n}) / r$ where r is rate of interest and n number of years, taking n=20 and r=12%

Capitalized energy cost = 7.469* Annual Energy cost

Cost of Chemicals: Bidder will quote the quantities and rate of chemicals. Quantities are specific to treatment process. The rates of chemicals need checking with market and uniform rate shall be applied to all bidders and agreed before price opening i.e. during technical evaluation. If cost of chemical per year is C then capitalized cost for 20 years shall be worked out with a similar formula as for energy.

O & M Cost: The bidder will quote uniform O & M cost per year, say O (escalation will be payable to bidder and as such uniform rate is possible). The capitalized cost for 20 years will be worked out as for energy.

Life Cycle Cost of WTP in Lac Rs =

Capital cost of STP in Lac Rs + 7.469 (E+C+O)

Bidder will provide energy consumption in WTP and terminal MPS and Chemicals required.

During the Defect Liability Period the Operation & Maintenance costs shall match with the Projected/highlighted Operation & Maintenance costs mentioned in the tender with variations not exceeding 12 to 15%.

In case the Operation & Maintenance costs during Defect Liability Period exceeds the above % variations, the tenderer/contractor shall remedy the defects and bring Operation & Maintenance costs to projected Operation & Maintenance costs mentioned in tender.

In failure to remedy the high Operation & Maintenance costs, Developer GHB shall recover the excess costs from contractor from payables due/any Bank Guarantee.

CHECK LIST

- (1) Tender to be submitted in "ORIGINAL" plus "DUPLICATE" as per details indicated in the tender.
- (2) Tender must be sent by Speed Post or hand delivery & should be submitted before last hour of acceptance. Late tenders will not be opened.
- (3) Tender shall be duly sealed and the covering envelope shall be superscribed as "Tender for Design, Construction, Testing and Commissioning of 10 MLD Capacity Water Treatment Plant on turnkey basis at Ichchhapore, Tal: Choryasi, Dist: SURAT for M/s.Gujarat Hira Bourse, SURAT" to be submitted on or before 27-12-2010 up to 14.00 hr.
- (4) The EMD and Tender Fee shall be submitted in form of Demand Draft of Nationalized Bank only.
- (5) Variations to specifications, if any should be clearly mentioned by the tenderer.
- (6) The tender shall be filled in completely in every respect and signed wherever required before submission.
- (7) Cement and Steel-As per General Conditions Clause-58.
- (8) Tenderer shall quote purchases and executions excluding Excise Duty, VAT, CST and Service Tax.
- (9) Street Light in plot area shall be in Developer's Scope.
- (10) Electrical power for construction purpose shall be in Tenderer's scope including energy consumption.

Electrical Power supply of adequate capacity for operation & maintenance at a single point shall be in Developer's scope including monthly consumption.
- (11) Bidder shall define a area within plot to dump sludge/dirt recovered during the process. Disposal shall be in Developer Scope.
- (12) Bidder should visit site and ascertain his scope of works prior to submitting his sealed offer.
- (13) Bidder shall connect pipeline from Raw Water Sump to Pump House and Pump House to Treated Water Sump.
- (14) Bidder shall avail approvals of all electrical wirings from concerned Electrical Inspector of the area prior to energizing the cables, switchgears etc. required under regulations.

CHAPTER - II

INSTRUCTIONS TO BIDDER

IT-01 GENERAL:

- A. The Contract documents may be secured in accordance with the notice Inviting Tender for the work called for.

IT-02 INVITATION OF TENDER:

The M/s.Gujarat Hira Bourse will receive tenders for the Design, construction, testing and commissioning of 10 MLD capacity Water Treatment Plant on turnkey basis at Ichchhapore, Tal: Choryasi, Dist: SURAT for M/s.Gujarat Hira Bourse, SURAT as per the design mentioned in the tender documents. M/s.Gujarat Hira Bourse reserves the right to reject the lowest or any other or all tenders or part of it which in the opinion of M/s.Gujarat Hira Bourse does not appear to be in its best interest, and the tenderer shall have no cause of action or claim against M/s.Gujarat Hira Bourse or its officers, employees, successors or assignees for rejection of his tender.

IT-03 LANGUAGE OF TENDER:

Tenders shall be submitted in English, and all information in the tender shall also be in English, Information in any other language shall be accompanied by its translation in English. Failure to comply with this shall result the tender liable to be rejected.

IT-04 QUALIFICATIONS OF TENDERERS :

The tenderers who meets the pre-qualification criteria for this work, as per the tender will only be eligible to quote for the work.

IT-05 EXAMINATION BY TENDERERS:

At his own expenses and prior to submitting his tender, each tenderer shall (a) examine the contract Documents, (b) visit the site and determine local conditions which may effect the work including the prevailing wages and other pertinent cost factors, (c) familiarize himself with all Central, State and local laws, ordinance, rules, regulations and codes affecting the material supply including the cost of permits and licenses required for the work and (d) correlate his observations, investigations, and determinations with the requirements of the Tender Documents.

All the pages in which entries are required to be made by the tenderer are contained in the tender documents and the tenderer shall not take out or add to or amend the text of any of the documents read with any addenda issued by M/s.Gujarat Hira Bourse. Each paper is to be signed.

IT-06 EARNEST MONEY DEPOSIT:

- A. Each Tender must be accompanied by a total Earnest Money Deposit of ₹ 1.0 Lac in the form of crossed Demand Draft of Nationalized/Scheduled Bank acceptable to draw in favour of M/s.Gujarat Hira Bourse payable at SURAT. The Earnest Money Deposit will be held by the M/s.Gujarat Hira Bourse as a guarantee, that the tenderer if awarded the contract, will enter into the contract agreement in good faith and furnish the required Security Deposit. E.M.D. in any other form will not be accepted. Tenders without E.M.D. will be summarily rejected without assigning any reasons thereof.
- B. The Earnest Money Deposit will be refunded to the unsuccessful tenderers after the award has been finalized or within 90 days.
- C. The Earnest Money Deposit (Tender guarantee) will be forfeited in event, the successful tenderer fails to accept the contract and fails to submit the Performance Guarantee Bond to the Developer as stipulated in this tender documents within 15 days after receipt of notice of award of contract. In such case Developer may disqualify the tenderer from tendering for further works, under the jurisdiction of M/s.Gujarat Hira Bourse.
- D. The Earnest Money Deposit of the successful tenderer shall be returned after the performance guarantee bond, as required, is furnished by the tenderer.
- E. No interest shall be paid by the Developer on any tender guarantee, deposits etc.

IT-07 INCOME TAX CLEARANCE CERTIFICATE:

Latest Income Tax Clearance Certificate must accompany the tender without which the tender is liable to be summarily rejected. The Income - Tax clearance Certificate obtained from the Income Tax Officer shall clearly indicate the Income Tax Circle/Ward/District and the reference number of the assessment alongwith the assessment year.

IT-08 PREPARATION OF TENDER DOCUMENTS:

Tenderers are requested to note the following while preparing the Tender Documents:

- A. Tender shall be submitted on the Tender Form bound herein in English. All tender items and statements shall be properly filled in. Numbers shall be stated both in words and in figures where so indicated, and signatures of all persons signing shall be in longhand.
- B. Unit wise prices in wording and notations must be in ink or type written. No erasures will be permitted, Mistakes may be crossed out and correction types or written in ink adjacent thereto, and must be initialed in ink by the persons signing the tender. All extensions of prices and arithmetic shall be checked before submission of the Tenders. If there is discrepancy between the rates quoted in figures and in words, the rates expressed in words shall be considered as

binding. Similarly if there is discrepancy between the sum total given by the tenderer at the time of tendering and the sum actually worked out at the time of evaluation after carrying out all necessary multiplication, the total figures that is arrived at on the basis of the unit rate shall be considered and accepted.

- C. Each tender shall be accompanied by the prescribed Earnest Money Deposit and other required documents and drawings. All witnesses and sureties shall be persons of status and probity and their full names, occupations and address shall be stated below their signatures. All signatures in the Tender Documents shall be dated. All detailed drawings of civil, mechanical, electrical, installation of machinery with/including process chart.
- D. **Tenderers should submit breakup of civil, mechanical, electric, instrumentation including installations & commissioning.**
- E. Variations to the Contract Documents requested by the tenderer may be affixed to the Tender Document in the space available and duly signed and stamped. Such variations may be approved or refused by the Engineer at the time of adjudications of Tenders, and in either case the Engineer is not obliged to give reasons for his decisions.
- F. Delivery of Tenders shall comply with Notice inviting tenders as to place, date and time. Tenders and tender security shall be enclosed in two different sealed opaque envelopes indicating the identification (tender security and tender offer) and shall be together put in a sealed envelope.

IT-09 SUBMISSION OF TENDER DOCUMENT :-

Tenderer are requested to submit the tender documents in original in following manner.

(a) The sealed Envelope-A :- Pre-qualification Criteria & EMD

The Envelope-A contain Pre-qualification fulfillment documents towards all criteria mentioned under the head “Eligibility and Pre-qualification Criteria” and Earnest Money Deposit in form of Demand Draft of Rs. 1.0 lac with tender fee in form of a Demand Draft.

(b) The sealed Envelope -B:- Technical Bid

It will contain Volume -I (General Condition and Instruction to the tenderer) and Volume - II (Technical Specification). This Envelope will also contain bidder's detailed Technical Proposal alongwith relevant drawings. The direct or in direct mention regarding price quote in this cover shall be liable for outright rejection of tender. The technical bid of those contractors shall be opened who meets the pre-qualification criteria and who has submitted EMD as per the tender qualification requirement.

(c) The Sealed Envelope -C:- Price Bid

It will contain Volume - III, Price Bid as per the format indicated by M/s.Gujarat Hira Bourse. All the sealed envelopes (A), (B) & (C) shall be put into One separate sealed cover and shall be submitted by Speed Post or hand delivery.

Mailed tenders must be sent by Registered Post Acknowledgement due. The return receipt will be endorsed to show the date and time of receipt mailed tender not received at the required place before the date and time set for the receipt of tenders will be rejected.

The tender must contain the name, official address and place of business of the person or persons submitting the tender and must be signed and sealed by the tenderers with his usual signature.

Tenders by partnership firm must be furnished with the full name and address of all partners and be signed with the partner's name by one of the member of the partnership or by a legally authorised representative followed by the signature and designation of person or persons signing. The tenders by /Companies must be signed with the legal name of the Companies by the president/or by the secretary or other person or persons legally authorised to bind the Company in the matter.

IT-10 TENDER VALIDITY PERIOD :

The validity period of the tender submitted for this work shall be of ninety (90) Calendar days from the date of opening of the tender and that the tenderer shall not be allowed to withdraw or modify the tender offer on his own during the validity period. The tenderer will not be allowed to withdraw the tender or make any modifications or additions in the terms and conditions of his own in his tender. If this is done then the Developer shall, without prejudice to any right or remedy, be at liberty to reject the tender and forfeit the Earnest Money Deposit in full.

IT-11 GENERAL PERFORMANCE DATA:

Tenderers shall present all the information which are sought for in the tender documents in the form of various schedules. Tenders may not be considered if every 'blank' and the schedules are not properly filled in before submission of the tender.

IT-12 SIGNING OF TENDER DOCUMENTS :

If the Tender is made by an individual it shall be signed with his full name above his current address. If the tender is made by a Proprietary firm it shall be signed by the proprietor above his name and the name of his firm with his current address.

If the tender is made by a firm in partnership it shall be signed by all the partners of the firm above their full names and current addresses, or by a partner holding the power of attorney for the firm signing the Tender in which case a certified copy of the power of attorney shall accompany the Tender. A certified copy of the partnership deed, current addresses of all the partners of the firm shall also accompany the tender.

If the tender is made by a limited company or a limited Corporation, it shall be by a duly authorised person holding the power of attorney for signing the Tender in which case a certified copy of the power of attorney shall accompany the Tender. Such limited company or Corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded.

If the Tender is made by a group of firms, the sponsoring firm shall submit complete information pertaining to each firm in the group and state along-with the bid as to which the firms shall have the responsibility for tendering and for completion of the contract documents and furnish evidence admissible in law in respect of the authority to such firm on behalf of the group of firms for tendering and for completion of contract documents.

The full information and satisfactory evidence pertaining to the participation of each member of the group of firms in the tender shall be furnished alongwith the tender. All witnesses and sureties shall be persons of status and probity and their full names, occupations and addresses shall be stated below their signatures. All signatures in the Tender document shall be dated.

IT-13 WITHDRAWAL OF TENDERS :

If, during the Tender validity period, the Tenderer withdraws his Tender, the Tender Security(Earnest Money)shall be forfeited and the Tenderer may be disqualified from tendering for further works under the jurisdiction of The M/s.Gujarat Hira Bourse.

IT-14 INTERPRETATIONS OF TENDER DOCUMENTS:

Tenderers shall carefully examine the tender documents and fully inform themselves as to all the conditions and matters which may in any way effect the work or the cost thereof. Should a tenderer find discrepancies or omissions from the specifications or other documents, or should be in doubt as to their meaning, he should at once address query to the Engineer provided for concerned authority as referred in the General Condition of Contract. Any resulting interpretation of the Tender documents will be issued to all Tenderers as an addenda corrigendum. Verbal clarification and / or information given by the Engineer shall not be binding on M/s.Gujarat Hira Bourse.

In case where any discrepancy arise in drawing & specification, conditions etc, the due decision of GHB shall be final & binding upon the contractor.

IT-15 ERRORS AND DISCREPANCIES IN TENDERS :

In case of conflict between the figures and words in the rates, the rates expressed in words shall prevail and apply in such cases.

IT-16 MODIFICATION OF DOCUMENTS :

Modification of specifications and extension of the closing date of the tender, if required, will be made by an addendum. Copies of each addendum will be sent to all tenderers. These shall be signed and shall form a part of tender. The tenderer shall

not add to or amend the text of any of the documents except in so far as may be necessary to comply with any addenda.

IT-17 ADDENDA :

Addenda form part of the contract documents and full consideration shall be given to all addenda in the preparation of tenders. Tenderers shall verify the number of addenda issued, if, any and acknowledge the receipt of all Addenda in the tender. Failure to do so acknowledge may cause the Tender to be rejected.

A. The Engineer of the Developer may issue Addenda to advise Tenderers of changed requirements. Such addenda may modify previously issued Addenda.

B. No Addendum may be issued after the time stated in Notice Inviting Tenders.

IT-18 TAXES AND DUTIES ON MATERIAL :

As the plant is located in Special Economic Zone (SEZ), the Custom & Excise Duties and VAT as well as other taxes are exempted to M/s.Gujarat Hira Bourse and therefore, prices will be quoted accordingly. M/s.Gujarat Hira Bourse will furnish the Exemption Certificate in this regard. If any taxes/duties levied as per the law in future, then the same shall be reimbursed to the Bidder on submitting the proof of same. A guideline for SEZ Tax Exemptions is given in Appendix-A.

IT-19 EVALUATION OF TENDERS :

In comparing tenders, M/s.Gujarat Hira Bourse shall consider such factors as the time of completion, efficiency and reliability of construction method proposed, compliance with the specifications, relative quality, the operation, maintenance and replacement cost of structure and plant.

The Tenderer whose technical proposal/offer is acceptable to Developer shall only be accounted for financial evaluations (though his price bid is opened).

IT-20 EVALUATION OF TIME REQUIRED FOR WORK COMPLETION :

The time required for completion of work shall be considered as indicated by the tenderer in the completion schedule attached with the tender based on the form tenderer's completion schedule annexed with the tender document. The completion period mentioned in this schedule is to be reckoned from the date of notice to proceed. Total completion period is 12 calendar months from the issue of notice to proceed and tenderers should adhere to this delivery time.

IT-21 POLICY FOR TENDER UNDER CONSIDERATION :

Tenders shall be termed to be under consideration from the opening of the tender until such time an official announcement of award is made. While tenders are under consideration, tenderers and their representative or other interested parties are advised to refer information connecting by any means & M/s.Gujarat Hira Bourse or representatives on matters related to the tenders under study. The Engineer's

representative if necessary will obtain clarification on tenders by requesting information from any or all the tenderers either in writing or through personal contact, as may be necessary. The tenderers will not be permitted to change the substance of his tender after price revision. Non-compliance with this provision shall make the tender liable for rejection.

IT-22 PRICES AND PAYMENTS:

The tenderer must understand clearly that the price quoted are for the total works or the part of the total works quoted for and include all costs due to materials labour, equipment, supervisions, other services, royalties and octroi etc. and to include all extras to cover the cost. No claim for additional payment beyond the price quoted will be entertained and the tenderer will not be entitled subsequently to put any claim on any ground.

IT-23 MODE OF PAYMENT:

The terms of payment are defined in Special Conditions of Contract. M/s.Gujarat Hira Bourse shall not relax the terms of payments under any circumstance and will not consider any alternative payment terms. Tenderers should therefore in their own interest note this provision to avoid rejection of their tenders.

IT-24 AWARD :

Award of the Contract or the rejection of tenders will be made during the Tender validity period stated in the Notice Inviting Tenders.

- A) After all contract contingencies are satisfied and the Notice of Award is issued, the successful Tenderer shall execute the Contract Agreement within the time stated in the Notice Inviting Tenders and shall furnish the Bond as required herein. The Contract Agreement shall be executed in the form stipulated by the Developer. A copy of the required form is included in the Contract Documents.
- B) If the Tenderer receiving the Notice of Award fails or refuses to execute the Contract Agreement within the stated time limit or fails or refuses to furnish the Security Deposit as required herein, the Developer may declare the Earnest Money Deposit forfeited.

IT-25 SIGNING OF CONTRACT :

The successful tenderer shall be required to execute the contract agreement and surety bond within 10 days of receipt of intimation to execute the contract, failing which M/s.Gujarat Hira Bourse will be entitled to annul the award and forfeit the Earnest Money Deposit. The person to sign the contract document shall be person detailed in Tender Documents. The successful tenderer shall also be required to submit the progress bar-chart which shall be the part of the contract.

IT-26 DISQUALIFICATION:

A tender shall be disqualified and will not be taken for consideration if :-

- (a) The outer envelope does not show on the outside the reference of bid and thus get opened before the due date of opening.
- (b) The Earnest Money Deposit is not deposited in full and in the manner as specified in the tender.
- (c) The tender is in a language other than English or does not contain its English Translation in case of other language adopted for tender preparation.
- (d) The tender documents are not signed by an authorised person.
- (e) The general performance data for qualification not submitted fully.
- (f) The tenderer does not agree to deposit security amount as specified.
- (g) The tenderer does not agree to payment terms defined under clause Terms of Payment.

A. Tenderer may further be disqualified if :

- (a) Price variation is proposed by the Tenderer on any principles other than provide in the Tender Documents.
- (b) Completion schedule offered is not consistent with the completion schedule defined and specified in tender documents.
- (c) The validity of tender is less than that mentioned as Tender Validity Period.
- (d) Any of the page or pages of the tender is/are removed replaced.
- (e) Any erasure is made in the tender.

IT-27 PERFORMANCE GUARANTEE (SECURITY DEPOSIT) :

The Performance Security Deposit is 5% of the Contract Value as a contract security against the faithful performance, completion and maintenance of the works of the contract in accordance with all the conditions and terms specified herein and to the satisfaction of the engineer and ensuring the discharge of all obligations arising from the execution of contract, in one of the forms as mentioned below:-

- (a) In cash or by a demand draft of Scheduled bank branch acceptable to the Developer.
- (b) A fixed deposit receipt of a scheduled Bank or Government securities duly endorsed in favour of the M/s.Gujarat Hira Bourse, SURAT.
- (c) The performance guarantee in form of Bank Guarantee of any Nationalized/Schedule Bank shall be delivered to M/s.Gujarat Hira Bourse within Fifteen (15) days of the notice of award Security Deposit should be paid in time. On due performance and completion of the contract in all respects, the performance Guarantee will be returned to the contractor without any interest after the defect liability period is over. Tenderer shall submit/continue 25% of initial Performance Bank Guarantee valid till completion of O&M period.

IT-28 STAMP DUTY:

The successful tenderer shall have to enter into an agreement and surety bond on a non-judicial stamp paper of required value as per the form of the agreement and surety bond approved by M/s.Gujarat Hira Bourse, SURAT. The agreement shall be executed on Stamp Paper as per the requirement. Tenderer has to provide two stamp papers for the agreement. One shall retain with GHB and second shall be issued to tenderer.

IT-29 NON-TRANSFERABLE : Tender documents are not transferable.

IT-30 COST OF TENDERING : The Developer will not defray expenses incurred by tenderers in tendering.

IT-31 REJECTION OF TENDER :

The Tender for the work shall remain open for a period of 90 calendar days from the date of opening of the tenders for this work and that the tenderer shall not be allowed to withdraw or modify the offer on his own during this period. If any tenderer withdraws or makes any modifications or additions in the terms and conditions on his own, then M/s.Gujarat Hira Bourse, shall without prejudice to any right or remedy, be at liberty to reject the tender and forfeit the earnest money in full.

IT-32 RIGHTS RESERVED :

M/s.Gujarat Hira Bourse-Developer reserves the right to reject any or all tenders, to waive any informality or irregularity in any tender without assigning any reason. M/s.Gujarat Hira Bourse further reserves the right to withhold issuance of the notice to proceed, after execution of the contract agreement, for the period of time stated in the notice inviting tenders and no additional payment will be made to the successful tenderer on account of such withholding. The M/s.Gujarat Hira Bourse is not obliged to give reasons for any such action.

IT-33 Developer reserves right to reduce the scope of work & split the tender in two or more parts without assigning any reason even after the award of contract.

IT-34 No mobilization advance or other advances on machinery shall be given.

IT-35 The scope of work is clearly mentioned in the tender documents. The contractor shall have to carry out the work in accordance with the detailed specifications. The conditional tender will be liable to be rejected.

SECRETARY
M/S.GUJARAT HIRA BOURSE, SURAT.

Signature & Seal of Contractor:-

Name:-

Address:-

Date:-

Appendix A Guidance for Tax Exemption under SEZ Act 2005 and SEZ Rules 2006

Background – Basic Concept of SEZ

SEZ are like a separate island within country. These are treated as if they are outside India for certain tax purpose. Goods can be brought in SEZ without payment of custom duty or excise duty service tax, VAT tax. Supplies to SEZ from other parts of India are treated as 'export' and entitled to export benefits.

Some Provisions of SEZ ACT, 2005 and SEZ Rule, 2006

(ii) SEZ Act has overriding effect

SEZ act has overriding effect. As per section 51 of SEZ act, provisions of SEZ act will apply not withstanding anything inconsistent contained in any other law or instrument having force of law. Thus, SEZ act provisions have overriding effect. Moreover, SEZ act is a special act other like customs act, central excise act etc are general acts. SEZ act is also a later act. Hence, in case of inconsistency, provisions of SEZ act and Rules issued there under will prevail.

(iii) Developer and Co-developer of SEZ

As per section 2(g) of SEZ Act 2005, "Developer" means a person who, or a state Government which, has been granted by the Central Government a letter of approval under section 3(10) of SEZ act and includes an Authority and a Co-Developer.

Co-developer can provide infrastructure. He will have to enter into agreement with Developer and then apply to Board of Approval with his proposal.

(iv) Obtaining Goods Duty free by Developer for Development of Zones

Goods which are required for development, operation and maintenance in SEZ can be imported without payment of customs duty or procured indigenously without payment of excise duty, as per notification No.58/2003-CE dated 22-07-2003.

(v) Import of Raw Material and capital Goods

There will be no customs duty on import of capital goods, raw materials, consumables, spares etc. Similarly, there is no excise duty on procurement of capital goods, raw materials, consumables, spares, DG sets, packing materials etc. from domestic market. Duty free import / procurement from DTA of goods for setting up factory in the zone is permitted .

(vi) Goods and Services Supplied To SEZ are Tax Free

Supplies made to a Developer and Unit in SEZ is exempt from various taxes.

Exemption from Specified Taxes and Duties.

Developer and unit in SEZ are exempt from various taxes and duties.

(i) Exemption from Cesses and AED

Any goods or services exported out of or imported into, or procured from the DTA by unit in SEZ or a Developer shall be exempt from taxes, duties and cesses under various enactments specified in First Schedule to SEZ Act [section 7 of SEZ Act]. The schedule covers almost all cesses which are payable by industries. It also covers AED (GSI) and research and Development cess.

(ii) Exemption from customs duty

Goods imported into SEZ by or a developer or unit in SEZ will be exempt from customs duty. Similarly any services provided in a SEZ or to a Unit in SEZ are exempt from customs duty [section 26(1)(a) of SEZ Act]. Goods exported from SEZ or services provided from SEZ are exempt from customs duty [section 26(1)(b) of SEZ Act].

(iii) Exemption from Duty of Excise

Goods brought from DTA to SEZ are exempt from excise duty [section 26(1)(c) of SEZ act]. Exemption to excise duty is available under Notification No.58/2003-CE dated 22-7-2003.

Goods should be cleared under invoice. ARE-1 procedure should be followed. Bill of Export should be prepared.

- a) In exercise of the powers conferred by sub-section (1) of 5a of the Central excise Act, 1944 (1 of 1944) (hereinafter referred to as the Central excise Act), read with sub-section (3) of section 3 of the additional Duties of excise (Goods of special importance) Act, 1957 (58 of 1957), the Central Government, being satisfied that it is necessary in the public interest so to do, hereby exempts all excisable goods (hereinafter referred to as the said goods) specified in the first Schedule to the Central Excise Tariff Act, 1958 (5 of 1986), produced or manufactured by a unit (hereinafter referred to as the unit) when supplied to units in special economic zone, From whole of the duty of excise leviable thereon under section 3 of the said Central Excise Act, and the additional Duties of excise leviable under sub-section 3 of Additional Duties of Excise (Goods of Special Importance) Act, 1957 (58 of 1957), subject to the following conditions, Namely: that such goods are removed from the factory or warehouse, as the case may be, in accordance with the procedure specified in rule 11 of central Excise Rules, 2002;
- b) That the said goods are supplied against bill of export duly assessed by the customs authorities of special economic zone or against a domestic procurement certificate issued to the special economic zone unit by the customs authorities in the special economic zone;

- c) That the proof of export, duly certified by the Deputy Commissioner of customs or the Assistant Commissioner of Customs in the special economical zone, is submitted to the officer-in-charge of the Central Excise range concerned, with a period of one month from the date removal of such goods from the place of manufacture or production.

(iv) Exemption from Service Tax

Taxable service provided to a developer or a unit in SEZ are exempt from service tax [section 26(1) (c) of SEZ act] [rule 31 to SEZ Rules]

If any service is provided to a developer of SEZ or unit in SEZ zone, no service tax is payable by the service tax provider – Notification No.4/2004-ST dated 31-3-2004, such notification are reproduced below for your immediate ready reference.

It should be noted that is service is exempt only If provided within the zone, services provided outside Zone are not exempt]

In exercise of the powers conferred by sub-section (1) of section 93 of the Finance act, 1994 (32 of 1994) and in suppression of the notification of the government of India in the erstwhile ministry of Finance and Company affairs (Department of Revenue), No.17/2002-Service tax, dated the 21st November, 2002, published in the Gazette of India, Extraordinary, part ii, section 3, sub-section (i) dated the 21st November, 2002, vide, G.S.R. 777(E), dated the 21st November, 2002, except as respect things done or omitted to be done before such suppression, the central Government being satisfied that it is necessary in the public interest so to do, hereby exempts taxable service of any description as defined in clause (105) of section 65 of the said act provided to a developer of special economic zone or a unit (including a unit under construction) of special economic zone by any service provider for consumption of the services within such special economic zone, from the whole of service tax leviable thereon under section 66 of the said act, subject to the following conditions, Namely;

- (a) The developer has been approved by the Board of Approvals to develop, operate and maintain the special economic zone;
- (b) The unit of the special economic zone has been approved by the Development Commissioner or board of approvals, as the case may be, to establish the unit in the special economic zone; and
- (c) The developer of unit of a special economic zone shall maintain proper account of receipt and utilization of said taxable services.

(v) C.S.T. Exemption on Supplies from DTA

Dealers in India supplying goods to unit in SEZ are exempt from Central Sales Tax Act. The unit in SEZ is required to furnish declaration in prescribed form I to Indian manufacturer [rule 32 of SEZ Rules].

The registered dealer in SEZ can obtain goods from selling registered dealer outside the zone without payment of CST.

The developer of special Economic Zone can obtain goods for development, setting up, operation and maintenance of the zone.

The goods which the developer of SEZ or unit in SEZ can obtain without CST shall be specified in the sales tax registration certificate of SEZ unit [section 8(7) of CST ACT].

Thus, existing SEZ units and SEZ developers should get their sales tax registration certificate amended to include all the articles which they intend to procure.

The purchasing dealer has to submit a declaration in prescribed form consequential amendment is made by inserting section 13(1) (aa) of CST Act, to authorize Central Government to make rules to provide form and manner of furnishing declaration u/s 8(8) of CST Act. SEZ unit has to submit 'I' form.

The purchasing dealer has to submit a declaration in prescribed form. Consequential amendment is made by inserting section 13(1) (aa) of CST Act to authorize Central Government to make rules to provide form and manner of furnishing declaration u/s 8(8) of CST Act.

As per CST rule 12 (11) (amended on 7-6-2005) read with section 8(8) of CST act, SEZ unit or SEZ developer will supply 'I' form signed by himself [earlier, there was requirement that form should be duly countersigned and certified by authority specified by Central Government authorizing establishment of unit in SEZ. Now this requirement is removed w.e.f. 7-6-2005]

Original I form should be submitted to the Assessing Authority. Hence, copy marked as 'duplicate' may not be held as acceptable.

In such case, supplier to unit in SEZ or to developer of SEZ will not be liable to CST Rates of tax on sales in the course of inter-state trade or commerce.

Notwithstanding anything contained in this section, no tax under this act shall be payable by any dealer in respect of sale of any goods made by such dealer, in the course of inter-state trade or commerce to a registered dealer for the purpose of setting up, operation, maintenance, manufacture, trading, production, processing, repairing, reconditioning, re-engineering, packaging or for use as packing material or packing accessories in a unit located in any special economic zone or for development, operation and maintenance of special economic zone by the developer of the special economic zone, if such registered dealer has been authorized to establish such unit or to develop, operate and maintain such special economic zone by the authority specified by the central Government in this behalf)7) The goods referred to in sub-sections (6) shall be the goods of such class or classes of goods as specified in the certificate of registration of the registered dealer referred to in that sub-section.

(vi) Exemption on Stamp Duty Payable Under Indian Stamp Act

Proviso (30 to section 3 of Indian stamp Act (as amended by SEZ Act, 2005) gives complete exemption from stamp duty to any instrument executed by or, on behalf of, or in favour of, the Developer, unit or in connection with the carrying out purposes of SEZ.

Of course, the exemption applies only to stamp duties leviable by Central Government and all stamp duties in case of Union Territories.

Central Government can fix rate of stamp duties only in respect of (a) bills of exchange (b) cheques (c) promissory notes (d) bills of lading (e) letter of credit (f) policy of insurance (g) transfer of shares (h) debentures (i) proxies and (j) receipts. In respects of union territories, Central Government can fix stamp duties for all the instruments.

Central Government cannot give exemption to stamp duties in respect of other instruments executed in State. Those are within the powers of State Government.

(vii) State – Wise Position of VAT – Gujarat:

The relevant website is <http://www.commercialtax.gujarat.gov.in/vatwebsite/index.jsp>. Section 5(2) (h) of Gujarat VAT Act empowers State Government to exempt sales made to SEZ unit, by issuing a notification. Such exemption by Public Circular No. ૩૪૬/૨૨/SEZ/2008-09/ઋ-૫૦/૪૫ dt. 02-05-08 can be located on the Government website.

(viii) SEZ Rule 2006:

Rule 10 of SEZ Rule, 2006 – Permission for procurement of items:-

The approval committee may permit goods and services to carry on the operations authorized under rule 9:

Provided that for the Special Economic Zones set up by the Central Government, the goods and services required for the authorized operations may be approved by the Board;

Provided further that exemption, drawbacks and concessions on the goods and services allowed to a Developer or Co-developer, as the case may be, shall also be available to the contractors appointed by such developer or co-developer and all the documents in such cases shall bear the name of the Developer or co-developer alongwith the contractor and these shall be filed jointly in the name of the Development or co-developer and the contractor:

Provided also that the Developer or Co-Developer, as the case may be, shall be responsible and liable for proper Utilization of such goods in all cases.

Import and Procurement of Goods by the Developer:

- (a) The Developer may import or procure goods from the Domestic Tariff Area, without payment of duty, taxes and cess for the authorized operations, subject to the provisions contained in sub-rule (2) to (8).
- (b) The Developer shall make an application, after obtaining approval for the authorized operation under rule 9, to the Development Commissioner along with the list of goods and services, including machinery, equipments and construction materials required for the authorized operation, duly certified by a Chartered Engineer for approval committee.
- (c) The Developer shall declare the place of storage of goods within the special Economic zone to the specified officer:
- (d) Provided that in case the storage is outside the processing area but within the Special Economic Zone, such storage shall comply with such safeguards as may be necessary for the purpose and approved by the specified officer.
- (e) The goods imported or procured from the Domestic Tariff Area by the Developer for authorized operation shall be kept in a clearly demarcated area for inspection by the authorized officer before such goods are brought into use.
- (f) The Developer shall execute a Bond-cum-Legal Undertaking in Form D, jointly with the Development Commissioner and Specified Officer, with regard to proper accountal and utilization of goods for the authorized operations within a period of one year or such period, as may be extended by the specified officer.
- (g) The developer shall maintain a proper account of the import or procurement, consumption and utilization of goods and submit quarterly and half-yearly return to the Development Commissioner in Form E for placing the same before the approval Committee for consideration.
- (h) The Developer shall submit a half-yearly certificate for the period ending 31st march and 30th September of every financial year regarding utilization of goods from an independent Chartered Engineer, other the one who has given a certificate for the purpose of sub-rule (2), to Development Commissioner and Specified officer and every certificate under this sub-rule shall be filed within thirty days of the period specified, as the case may be.
- (i) The Development shall not remove goods from the special Economic zone to the Domestic tariff Area except with the permission of the Specified officer and on payment of duty applicable on such goods.
- (j) A Developer may export or transfer capital goods and spares including construction equipments that have become obsolete⁴ or surplus to another Developer, or unit after obtaining the approval of the specified officer.

Procedure application on import or procurement of goods and services, their admission, and clearance of goods. – the procedures applicable to units on import or procurement of goods and services, their admission, clearance of goods, shall apply, mutatis-mutandis, to the Developer, except that in case of a Developer, goods imported or procured from Domestic Tariff Area shall be allowed to be moved or utilized for the purposes of authorized operations in the non- processing Monitoring. – The utilization of the goods imported or procured from the Domestic tariff Area by the Developer shall be monitored by the Approval Committee.

CHAPTER - III

GENERAL CONDITIONS OF CONTRACT

GC-01 DEFINITIONS AND INTERPRETATIONS :

- 1.0 In the contract documents, as herein defined the following words and expression used shall, unless, repugnant to the subject or context thereof, have the following meanings assigned to them.
- 1.1 The Developer, M/s.Gujarat Hira Bourse, Surat represented by Secretary, GHB and/or his representative.
- 1.2 The " Contractor " shall mean the person or the persons, firm of company whose tender has been accepted by the Developer and includes his legal representative successors and permitted assignees.
- 1.3 The " Engineer-in-charge " shall mean the person designated as such by the Developer from time to time and shall include those who are expressly authorized by Gujarat Hira Bourse to act for and on its behalf for the operation of this contract.
- 1.4 (a) "Engineer - in - charge's Representative" shall mean any Engineer or Asstt. to the Engineer-in-charge designated from time to time by the Engineer-in-charge to perform duties set forth in the Tender documents whose authority shall be notified in writing to the Contractor by the Engineer-in-charge.
(b) "Third Party Inspection Authority" (TPI) shall mean an agency appointed/nominated by Developer Gujarat Hira Bourse for monitoring and quality check of the executions of the civil, mechanical, electrical, instrumentation and other works being done by the Contractor.
- 1.5 "Tender " The offer or proposal of the Tenderer submitted in the prescribed form setting forth the prices for the work to be performed, and the details thereof.
- 1.6 "Contract Price" shall mean total money payable to the Contractor under the contract documents.
- 1.7 "Addenda " shall mean the written or graphic notices prior to submission of tender which modify or interpret the contract documents.
- 1.8 "Contract Time " - The number of consecutive calendar months for the completion of work as stated in the executed contract agreement.
- 1.9 " Contract " shall mean agreements between the parties for the execution of works including therein all contract documents.

- 1.10 "Tender document " shall mean Designs, Drawings, specifications, agreed variations, if any, and such other documents constituting the tender and acceptance thereof.
- 1.11 " The Sub-Contractor " means any person, firm or company (other than the contractor) to whom any part of the work has been entrusted by the Contractor with the written consent of the Engineer - in - charge and the legal personnel representative, successors & permitted assignees of such person, firm or company.
- 1.12 The Specifications "shall mean all directions, the various technical specifications, provisions and requirements attached to the contract which pertain to the method and manner or performing the work to the quality of the work and the materials to be furnished under the contract for the work and any order (s) or instruction (s) there under. It shall also mean the latest Indian Standards Institution Specifications for or relative to the particular work or part there of, so far as they are not contrary to the Tender specifications or I.S.I. specifications, and in absence of any tender specifications, the specifications of any other country applied in India as a matter of Standard Engineering practice and approved in writing by the Engineer-in-charge with or without modifications.
- 1.13 The "Drawing" shall include maps, plans, 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 in connection with the work.
- 1.14 The "Work" shall mean the works to be executed in accordance with the context or the part thereof as the case may be and shall include extra, additional, altered or substituted works as required for the purpose of the contract. It shall mean the totality of the work by expression or implication envisaged in the contract and shall include all material, equipment and labour required for or relative or incidental to or in connection with the commencement, performance and completion of any work and/or for incorporation in the work.
- 1.15 The "Permanent work" means works which will be incorporated in and form part of the work to be handed over to the Developer by the contractor on completion of the contract.
- 1.16 The "Temporary Work" shall mean all temporary works of every kind required in or about the execution, completion and maintenance of the work.
- 1.17 " Site shall mean the land and other place on, under, or through which the work is to be carried out and any other lands or places provided by M/s.Gujarat Hira Bourse for the purpose of the contract or through which the work is to be carried out and any other lands or places provided by M/s.Gujarat Hira Bourse for the purpose of the contract together with any other places designated in the contract as forming part of the site.

- 1.18 "The Construction Equipment" means all appliance/equipments of whatever nature required in or for execution, completion or maintenance of work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- 1.19 "Notice in Writing or Written Notice" means a notice written, typed or printed form delivered personally or sent by Registered post to the latest known private or business address at Registered Office of the Contractor.
- 1.20 The "Alteration/Variation order" means an orders given in writing by the Engineer-in-charge to effect additions to or deletion from and alterations in the work.
- 1.21 "Final Test Certificate" shall mean the final test Certificate issued by the Developer within the provisions of the Contract.
- 1.22 The " Completion Certificate " shall mean a certificate to be issued by the Engineer-in-charge when the work has been completed to his satisfaction.
- 1.23 " Defect Liability Period " shall mean the specified period between the issue of completion certificate and the final certificate as specified in the tender.
- 1.24 "Approved" shall mean approved in writing including subsequent modification in writing of previous verbal approval and "Approval" means approved in writing including as aforesaid.
- 1.25 "Letter of Acceptance "shall mean an intimation by a letter to tenderer that the tender has been accepted in accordance with provisions contained therein.
- 1.26 "order" and "Instruction" shall respectively mean any written order or instruction given by the Engineer-in-charge within the scope of his powers in terms of the contract.
- 1.27 "Running Account Bill" shall mean a Bill for the payment of "On Account" money to the contractor during the progress of work on the basis of work done and the non-perishable materials to be incorporated in the work supplied by the Contractor.
- 1.28 " Security Deposit " shall mean the deposit to be held by the Developer as security for the due performance of contractual obligations.
- 1.29 "The appointing authority " for the purpose of Arbitration shall be the SECRETARY, M/s.Gujarat Hira Bourse, SURAT.
- 1.30 Retention money shall mean the money retained from R.A. Bill for due completion of work.
- 1.31 Unless otherwise specifically stated, the masculine gender shall include the feminine and natural genders and vice-versa and the singular shall include the plural and vice-versa.

1.32 “Technical Advisory Committee” shall mean the Committee set up by Gujarat Hira Bourse.

GC-02 LOCATION OF SITE AND ACCESSIBILITY :

The site of works is within the limits of the M/s.Gujarat Hira Bourse It is served by all weather roads. The intending Tenderer should inspect the site and make himself familiar with site conditions and available communication facilities.

Non availability of access/roads shall in no case be the cause to condone any delay in the execution of the work or be the cause for any claims or extra compensation.

GC-03 SCOPE OF WORK :

The scope of work is defined broadly in the detailed technical specification of Volume-II Chapters therein. The Contractor shall provide all necessary materials, equipment and labour etc., for the execution of the work till completion. All materials that go with the work shall be approved by the Engineer-in-charge prior to procurement and use.

The contractor will make own arrangement for water. The contractor shall make his own arrangement for the distribution pipe net works from the source of supply after getting prior permission for the same from the Engineer-in-charge. Supply of water shall not be free and the necessary charges as fixed by the Local Body shall have to be paid by the contractor.

However, Developer does not guarantee the supply of water and this does not relieve the contractor of his responsibility in making his own arrangements and for the timely completion of the work as stipulated.

POWER SUPPLY :

GHB shall assist Tenderer to avail temporary power for construction purpose at tenderers cost.

Developer shall subsequently provide a Electrical connection for operation & maintenance at one point for adequate power requirements. Contractor shall bear all monthly consumption charges up to completion of the trial run period. Developer shall bear electrical consumption on take over the plant and during operation & maintenance period.

LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN & WORKSHOP:

Developer shall provide land required for Field Office, godown, camp. etc. The contractor shall have to make his own arrangement for the office etc.

GC-04 RULING LANGUAGE :

The language according to which the contractor shall be constructed and interpreted shall be in English. All entries in the contract documents and all correspondence between the contractor and M/s.Gujarat Hira Bourse or the Engineer shall be in English. All dimensions for the materials shall be given in metric units only.

GC-05 INTERPRETATION OF CONTRACT DOCUMENT :

1. The provisions of the General Conditions of Contract and special conditions of contract shall prevail over those of any other documents of the contract unless specifically provided otherwise. Should there be any discrepancy, inconsistency, error or omission in the several documents forming the contract, the matter may be referred to the Engineer-in-charge for his instructions and decision. The Engineer-in-charge's decision in such case shall be the final and binding to the contractor.
2. Works shown upon the drawings but not described in the specifications or described in the specifications without showing on the drawings shall be taken as described in the specifications and/or shown on the drawings to be approved by Technical Advisory Committee.
3. The heading and the marginal notes to the clauses of those general conditions of contract or to the specifications or to any other part of tender documents are solely for the purpose of giving a clear indication and not a summary of contents thereof or be used in the interpretation or construction thereof of the contract.
4. Unless otherwise stated specifically, in this contract documents the singular shall include the plural and vice versa wherever the context so requires. Works implementing persons shall include relevant corporated companies/registered associations / body of individual / firm of partnership.
5. Notwithstanding the sub-divisions of the documents into separate sections and volumes every part of each shall be supplementary to and complementary of every other part and shall be read with and into the context so far as it may be practicable to do so.
6. Where any portion of the General Conditions of Contract is repugnant to or variance with any provisions of the special conditions of contract, then, unless a different intension appears, the provisions of the special conditions of contract shall be deemed to override the provisions of General Conditions of Contract and shall to the extent of such repugnancy or variance prevail.
7. The materials, Design and Workmanship shall satisfy the relevant latest indian and international Codes referred to. If Additional requirements are shown in the specifications, the same shall be satisfied over and above I.S.S. and Codes.
8. If the specification mention that the contract shall perform certain work or provide certain facilities, it will mean that the contractor shall do so at his own cost. Contractor to obtain his own information.

9. The contractor shall independently obtain all necessary information for making the tender. The contractor shall be deemed to have examined the contract Documents, to have generally obtained his own information in all matters that might affect for carrying out the work or the Tenderer rates. Any error in description of quantity or omission there from, shall not vitiate the contract or release the contractor from executing the work comprised in the contract according to the Drawings and Specifications at the tendered rates. He is deemed to have known the scope, nature and magnitude of the work and the requirements of materials and labours involved and as to what all works he has to complete in accordance with the contract whatsoever be the defects, omissions, or errors that may be found in the contract documents. The contractor shall be deemed to have visited the site and the surroundings, to have satisfied himself to the nature of all existing structures, if any, and also as to the culverts, means of transport and communications, whether by land, air or water and as to possible interceptions thereto and the access and agrees from the site, to have made inquiries, examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the sites for disposal of surplus materials, the available accommodation as to whatever required, the depicts and such other buildings as may be necessary for executing and completing the work, to have local independent inquiries as to the subsoil, subsoil water and variation thereof, storms, prevailing winds, climatic conditions and all other similar matters effecting the work. He is deemed to have acquainted himself as to his liability for payment of Government taxes, custom duty and other charges. Any neglect or failure on the part of the contractor in obtaining necessary and reliable information upon the forgoing or any other matters affecting the contract shall not relieve him from any risks or liabilities or the entire responsibility from completion of the work at the tendered rates and time in strict accordance with the contract documents.

No verbal agreement or inference from conversation with any officer or employee of the worker either before or after the execution of the Contract Agreement shall in any way effect or modify any of the terms of obligations herein contained.

GC-06 CONTRACTOR TO UNDERSTAND HIMSELF FULLY ;

The contractor by tendering shall be deemed to have satisfied himself, as to consideration and circumstances affecting the tender price, as to the possibility of executing the works as shown and described in the contract and to have fixed his prices accordingly to his own view on these matters and to have understand that no additional allowances except as otherwise expressly provided, will afterwards be made beyond the contract price. The contractor shall be responsible for any misunderstanding or incorrect information given in writing by the Engineer.

GC-07 ERROR IN SUBMISSION ;

The contractor shall be responsible for any errors or omissions in the particulars supplied by him. Whether such particulars have been approved by the Engineer or not, provided that such discrepancies, errors or omissions be not due to inaccurate information or particular furnished in writing to the Contractor by M/s.Gujarat Hira Bourse or the Engineer.

GC-08 SUFFICIENCY OF TENDER :

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness of the tender rates which rates shall, except as or other wise provided for, cover all the Contractor's liabilities and obligation set further or implied in the contract for the proper execution of work for compliance with requirements of Article GC -19 thereof.

GC-09 DISCREPANCIES :

The drawings and specifications are to be considered as mutually explanatory of each other, detailed drawings being followed in preference to small scale drawings and figures dimension in preference to scale and special conditions in preference to general conditions. Special direction or dimensions given in the specifications shall supersede all else. Should any discrepancies however, appear or should any misunderstanding arise as to the meaning and intent of the said specifications or drawings, or as to the dimensions or the quality of the materials or the due and proper execution of the works, or as to the measurement or quality and valuation of the works executed under this contract or as extra there upon the same shall be explained by the Engineer-in-charge and his explanation shall subject to the final decision of the Technical Committee, GHB, in case reference be made to him, be binding upon the contractor shall execute the work according to such explanation (subject to aforesaid) and without addition to or deduction from the contract and shall also do all such works and things necessary for the proper completion of the works as implied by the drawings and specifications, even though such works and things are not specially shown and described in said specifications. In cases where not particular specifications are given for any article to be used under the contract, relevant specifications of the Indian Standard Institution shall apply.

GC-10 PERFORMANCE GUARANTEE : (Security Deposit)

On award of the contract, the contractor shall deposit 5% (five percent) of the Contract Price in the form of an Unconditional Bank Guarantee, to be provided within 15 days of issue of the Letter of Acceptance. To be valid from acceptance of the works and issuance of the Defect Liability Certificate.

During maintenance & operation period, contractor shall submit a fresh or continue 25% of initial Performance Bank Guarantee as a surety for satisfactory operation & maintenance of the plant. This extended Performance Bank Guarantee shall be valid till satisfactory completion of the operation & maintenance period.

GC-11 INSPECTION OF WORK :

1. The Engineer in charge will have full power and authority to inspect the work at any time wherever in progress either on the site or at the contractor's any other manufacturer's workshops or factories wherever situated and the contractor shall afford for Engineer-in-charge every facility and assistance to carry out such inspection.

2. No material shall be dispatched from the contractor's store on site of work before obtaining approval in writing of the Engineer-in-charge, Contractor shall provide at all time during the progress of work and maintenance period proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of work by the Engineer-in-charge.

GC-12 DEFECT LIABILITY :

1. Contractor shall guarantee the work for a period of 12 months from the date of successful completion of 3 months trial run period. Any damage or defect that may arise or that may remain undiscovered at the time of "TRIAL RUN" connected in any way with the equipment or materials supplied by him or in the workmanship be rectified or replaced by the contractor at his own expenses as desired by the Engineer-in-charge or in default may cause the same to be made good by other agency & deduct expenses of which the certificate of the Engineer-in-charge shall be final from any sums that may then or any time thereafter become due to the contractor of sale thereof or of a sufficient portion thereof.
2. From the commencement to completion of work contractor shall take full responsibility for the case of the work including all temporary works and in case any damage, loss or injury shall happen to work or any part thereof or to any temporary works from any cause whatsoever and shall at his own cost repair and make good the same so that at completion, work shall be in good order and in conformity in every respect with the requirements of contract and as per the instructions of the Engineer-in-charge.
3. If at any time before the work is taken over, the Engineer-in-charge shall ;
 - (a) Decide that any work done or materials used by the contractor are defective or not in accordance with contract or that work of any portion thereof is defective or do not fulfill the requirements of contract (all such materials being hereinafter called defects in this clause and (b) as soon as reasonably practicable given to contractor notice in writing of the said defect specifying particulars of the defects alleged to exist or to have occurred, then contractor shall at his own expenses and with all speed make good the defects so specified.
 - (b) In case contractor fails to do so, Developer may take at the cost of the contractor, such steps as may in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the Developer will be recovered from the amount due to the contractor. The decision of the Engineer-in-charge with regard to the amount to be recovered from the contractor will be final and binding on the contractor.

GC-13 POWER OF ENGINEER IN CHARGE TO GIVE FURTHER INSTRUCTIONS :

The Engineer in charge shall have the power and authority from time to time and at all times to give further instructions and directions as may appear to him necessary or proper for the guidance of the contractor and the works and efficient

execution of the works according to the terms of the specifications, and the contractor shall receive, execute, obey and be bound by the same, according to the true intent and meaning thereof, as fully and effectually as though the same had accompanied or had been mentioned or referred to in the specifications. No work which radically changes the original nature of the contract shall be ordered by the Engineer and in the event of any deviation being ordered, which in the opinion of the contractor changes the original nature of the contract, the contractor shall nevertheless carry it out and any disagreement as to the nature of the work and the rate to be paid thereof shall be resolved. The time of completion of works, in the event of any deviations, resulting in additional cost over the contract sum being ordered, then be extended or reduced reasonably by the Technical Advisory Committee. The Technical Advisory Committee's decision in that case shall be final and binding.

G.C.14 SCHEDULE TIME FOR COMPLETION :

The time allowed for execution of works shall be essence of the contract. The contract period shall commence from date of notice of intimation to proceed. The tenderer at the time of submitting his tender shall indicate the construction schedule, the month wise program required for the execution of the works and shall confirm the same within fourteen (14) days of the acceptance of his Tender. The contractor shall provide to the Engineer-in-charge a detailed program of time schedule for execution of the works in accordance with the specifications and the completion date. The entire program to be finalized by the contractor, has to confirm to the execution period mentioned along with the Bill of Quantities in the Tender Documents. The Engineer upon scrutiny of such submitted program by the contractor, shall examine suitability of it to the requirement of contract and suggest modifications, if found necessary.

GC-15 SUBLETTING OF WORKS :

No part of the contract nor any share or interest thereon shall in any manner or degree be transferred, assigned or sublet by the contractor directly or indirectly to any firm.

GC-16 TIME FOR COMPLETION :

1. The work covered under this contract shall be commenced from the 10th (Tenth) day from the date of Notice of Intimation (work order) served to the successful tenderer to proceed with the work & shall be completed before the date as mentioned in the time schedule of work. The time is the essence of the contract and unless the same is extended as mentioned in Clause No. GC-17 (Extension of time) the contractor will be penalized for the delay.
2. The general time schedule for construction is given in the tender document. Contractor shall prepare a detailed weekly or monthly construction program in consultation with the Engineer-in-charge soon after the agreement and the work shall be strictly executed accordingly. The time for construction given includes, the time required for testing, rectification if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-charge.

GC-17 EXTENSION OF TIME :

Time shall be considered as the essence of the contract. If however, the failure of the contractor to complete the work as per the stipulated dates referred to above arises from delays on the part of M/s.Gujarat Hira Bourse in supplying the materials or equipments it has undertaken to supply under the contract or from delays in handing over sites or from increase in the quantity of work to be done under the contract, or Force Majeure an appropriate extension of time will be given. The contractor shall request such extension within one month of the cause of such delay and in any case before expiry of the contract period.

GC-18 CONTRACT AGREEMENT :

The successful tenderer shall when called upon to do so, enter into and execute the Contract Agreement and Surety Bond within (10) Ten days of the Notice of Award (Work Order), in the form shown in tender documents with such modifications as may be necessary in the opinion of the GENERAL MANAGER (TECH & ADMN). It should be incumbent on the contractor to pay the stamp duty and the legal charges for the completion of the contract agreement.

GC-19 A. PENALTY FOR DELAY :

If the contractor fails to complete the work within the stipulated completion date for the work then he shall pay liquidated damages at half percent of tender cost per week of delay in completion and handing over the work or part thereof as the case may be to the GENERAL MANAGER (TECH & ADMN). The amount of liquidated damages shall, however, be subjected to a maximum of ten (10) percent of the contract value. Delays in excess of 100 (one hundred) days will be a cause for termination of the contract and forfeiture of all security for performance and other payable.

B. BAR CHART:

The successful tenderer (Contractor) shall have to submit the progress bar-chart showing all contractual activities to be carried out under civil, mechanical, electrical, instrumentation, interconnecting piping works within 10 (Ten) days after the notice of award (work order). The contractor shall clearly specify the monthly construction program, physical and financial target to be achieved every month. The timely completion of this project is very important and hence weightage will be given on strict compliance. The progress bar-chart shall be got approved by the Engineer-in-charge. Monthly construction program, progress and financial target achieved shall be drawn up and submitted at every first of calendar month. The tenderer shall strictly adhere to the schedule of work by deploying adequate technical personnel. The Engineer-in-charge will review the progress bar chart at every month and if the contractor fails to achieve the target set as per sanctioned bar chart, he shall pay liquidated damages.

GC-20 FORFEITURE OF PERFORMANCE SECURITY :

Whenever any claim arises against the contractor for the payment of a sum of money out of or under the contract, the Developer shall be entitled to recover such sum by appropriating in part or whole, the security deposit of the contractor. In case the Security deposit is insufficient the balance recoverable shall be deducted from any sum then due or which at any time thereafter may become due to the contractor shall pay to the Developer on demand may balance remaining due.

GC-21 ACTION OF FORFEITURE OF PERFORMANCE SECURITY :

In any case in which under any clause or clauses of the contract, the contractor shall have forfeited the whole of his Security deposit or have committed a breach of any of the terms contained in this contract, the Developer shall have power to adopt any of the following courses as he may deem best suited to his interest -

- (a) To rescind the contract (of which rescission notice in writing to the contractor under the hand of the Developer shall be conclusive evidence) in which case, the security deposit of the contractor shall stand forfeited and be absolutely at the disposal of the Developer.
- (b) To employ labours and to supply materials to carry out the balance work debiting contractor with the cost of labour employed and the cost of materials supplied for which a certificate of the Engineer-in-charge shall be final and conclusive against the contractor and 10% costs on above to cover all departmental charges and crediting him with the value of work done at the same rates as if it has been carried out by the contractor under the terms of his contract. The certificate of Engineer-in-charge as to the value of the work done shall be final and conclusive against the contractor.
- (c) To measure up the work of the contractor and to take such part hereof as shall be unexecuted out of his hand to give it to another contractor to complete. In this case the excess expenditure incurred than what would have been paid to the original contractor, if the whole work had been executed by him, shall be earnest and paid by the original contractor and shall be deducted from any money due to him by the Developer under the contract or otherwise and for the excess expenditure, the certificate of the Engineer-in-charge shall be final and conclusive.

In the event any of the above course being adopted by the Developer, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreement so or made by advance on account of or with a view to the execution of the work of the performance of the contract. In such case the contractor shall not be entitled to recover or be paid by sum for any work actually performed under this contract unless the Engineer-in-charge will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified. In the event of the Developer putting in force the powers as stated in a, b, c, above vested in him under the preceding clause, he may, if he so desires, takes

possession of all or any tools and plant, materials and stores in or upon the work or the site thereof belonging to the contractor, or procured by him and intended to be used for the execution of the work or any part thereof paying or allowing for the same in account at the contract rates to be certified by the Engineer-in-charge whose certificate thereof shall be final otherwise the Engineer-in-charge may give notice in writing to the contractor or his representative requiring him to remove such tools/plant materials or stores from the premises within the time specified in the notice and if the contractor fails to comply with any such notice, the Engineer-in-charge may remove them at the Contractor's expenses or sell them by auction or private sale on account of the contractor and his risks in all respects without any further notice as to the date, time to place of the sale and the certificate of the Engineer-in-charge as to the expenses of any such removal and the amount of the proceeds and the expenses of any such sale shall be final and conclusive against the contractor.

GC-22 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK :

If at any time from the commencement of work, the Developer shall for any reasons whatsoever not require the whole or part thereof as specified in the tender to be carried out, the Engineer-in-charge shall give notice in writing to the contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from execution of work in full, but which he did not derive in consequence of the full amount of the work not having been carried neither shall he have any claim for compensation by reason if any alternations having been made in original specifications, drawings, designs and instructions which shall involve any curtailment of the work as originally contemplated.

When the contractor is a partnership firm, the prior approval in writing of the M/s. Gujarat Hira Bourse shall be obtained before any change is made in the constitution of the firm, where the contractor is an individual or a Hindu Undivided Family

business concern, such approval as aforesaid shall, likewise be obtained before sub-contractor enters into any agreement with other parties where under the reconstituted firm would have the right to carry out the work hereby undertaken by the contractor. In either case if prior approval as aforesaid is not obtained, the contract shall be deemed to have been allotted in contravention of sub-letting clause hereof and the same action may be taken and the same consequence shall ensure as provided in the sub-letting clause.

GC-23 IN THE EVENT OF DEATH OF CONTRACTOR :

Without prejudice to any of the right or remedies under the contract, if the contractor dies, the Developer shall have the option of terminating the contract without compensation to the contractor.

GC-24 MEMBER OF THE DEVELOPER NOT INDIVIDUALLY LIABLE :

No official or employee of the Developer shall in any way be personally bound or liable for the acts or obligations of the Developer under the contract or answerable for any default or omission in the observance or performance of the

acts, matters or things which are herein contained.

GC-25 DEVELOPER NOT BOUND BY PERSONAL REPRESENTATIONS :

The contractor shall not be entitled to any increase on the Schedule of rates or any other rights or claims whatsoever by reason of representation, explanation or statement or alleged representation, promise or guarantees given or alleged to have been given to him by any person.

GC-26 CONTRACTOR'S OFFICE AT SITE :

The contractor shall provide and maintain an office at the site for the accommodation of his agent and staff and such office shall be opened at all reasonable hours to receive instructions, notice or other communications.

GC-27 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT :

1. The contractor on award of the work shall name and depute a qualified Engineer, having experience of carrying out work of similar nature, to whom equipments, materials, if, any, shall be issued and instructions for work given. The contractor shall also provide to the satisfaction of the Engineer-in-charge sufficient and qualified staff to supervise the execution of the work, competent sub-agents, foremen and leading hands including those specially qualified by previous expeditions to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality and expeditions working, it, in the opinion of the Engineer-in-charge, additional properly qualified supervision staff is considered necessary, if shall be employed by the contractor without additional charge on account thereof. The contractor shall ensure to the satisfaction of the Engineer-in-charge that sub-contractors, if any shall provide competent and efficient supervision over the work entrusted to them.
2. If and whenever any of the contractor 's or sub-contractor agents, sub-agents, assistance, foremen or other employees shall, in the opinion of the Engineer-in-charge, be guilty of any misconduct or be incompetent or insufficiently qualified or intelligent in the performance of their duties or that in opinion of the Developer or the Engineering-in-charge, it is undesirable for administrative or any other reason for person or persons to be employed in the works, the contractor, if so directed by the Engineer-in-charge, shall at once remove person or persons from employment thereon. Any person or persons so removed shall not again be reemployed in connection with the works without the written permission of the Engineer-in-charge. Any person so removed from the works shall be immediately replaced at the expenses of the contractor by a qualified and competent substitute. Should the contractor be required to repatriate any person removed from the works he shall do so and shall bear all costs in connection therewith.
3. The contractor shall be responsible for the proper behavior of all the staff, foremen, workmen and others shall exercise proper control over them and in particular and without prejudice to the same. Generally, the contractor shall be bound to prohibit, and prevent any employee from trespassing or acting in any

way detrimental or prejudicial to the interest of the community or of the properties or occupiers of land and properties in the neighborhood and in the event of such employees so trespassing, the contractor shall be responsible therefore and relieve the Developer of all consequent claims, actions for damages or injury or any other grounds whatsoever. The decision of the Engineer-in-charge upon any matter arising under this clause shall be final.

4. If and required by the Developer, the contractor's personnel entering upon the Developer's premises shall be properly identified by badges of a type acceptable to the M/s. Gujarat Hira Bourse which must be worn at all times on GHB's premises.

GC-28 POWER OF ENTRY :

If the contractor shall not commence the work in the manner previously described in the contract document or if he shall, at any time, in the opinion of the Engineer-in-charge.

- (i) Fail to carry out works in conformity with the documents or
- (ii) Fail to carry out the works in accordance with the time schedule.
- (iii) Substantially suspend work or the works for a period of fourteen days without authority from the Engineer-in-charge or
- (iv) Fail to carry out and execute the work to the satisfaction of the Engineer-in-charge or
- (v) Fail to supply sufficient or suitable construction plant temporary works, labour materials or things or
- (vi) Commit breach of any other provisions of the contract on his part to be performed or observed or persist in any of the above mentioned breached of the contract for fourteen days after notice in writing shall have been given to the contractor by the Engineer - in - charge requiring such breach to be remedied or
- (vii) Abandon the work or
- (viii) During the continuance of the contract becomes bankrupt, make any arrangement or compromise with his creditors, or permit any execution to be levied or go into liquidation whether compulsory or voluntary not being merely a voluntary liquidation for the purpose of amalgamation or reconstruction then in any such case.

The Developer shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant and stock therein, and to revoke the contractor's license to use the same and to complete the works by his agents, other contractor or workman or to relate the same upon any terms and to such other person, firm or corporation as the Developer in his absolute discretion may think proper to employ, and for the purpose aforesaid to use or authorize the use of any materials, temporary works, constructional plant, and stock as aforesaid, without making payment or allowance to the contractor for the said materials other than such as may be certified in written by the Engineer-in-charge to be reasonable and without making any payment or allowance to the contractor for the use of said temporary works, constructional plant and stock or being liable for any loss or

damage thereto. If the Developer shall be reason of his taking possession of the works or of the work being got completed by other contractor incur excess certified by the Engineer-in-charge shall be deducted from any money which may be due for the work done by the contractor under the contract and not paid for. Any deficiency shall fort with be made good & paid to the Developer by the contractor and the Developer shall have power to sell in such manner and for such price as he may think fit all or any of the constructional plant, materials etc. constructed by or belonging to and recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

GC-29 CONTRACTOR'S RESPONSIBILITY WITH THE OTHER CONTRACTOR & AGENCIES:

Without repugnance to any other condition, it shall be the responsibility of the contractor executing the work of civil construction to work in close co-operation and co-ordinate the work with other contractors or their authorized representative and the contractor will put a joint scheme with the concurrence of other contractors showing the arrangements for carrying his portion of the work to the Engineer-in-charge and get the approval. The Engineer-in-charge before approving the joint scheme will call the parties concerned and modify the scheme if required. No claim will be entertained on account of the above. The contractor shall conform in all respects with the provisions of any statutory regulations, ordinances or by laws of any local or locally constituted authorities or public bodies which may be applicable from time to time to work or any temporary works. The contractor shall keep the Developer indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes, ordinance, laws, rules, regulations, etc.

GC-30 OTHER AGENCIES AT SITE :

The Contractor shall have to execute the work in such place and condition where other agencies will also be engaged for other works, such as site grading, filling and leveling, electrical and mechanical engineering works, etc. No claim shall be entertained for works being executed in the above circumstances.

GC-31 NOTICES :

Any notice under this contract may be served on the contractor or his duly authorized representative at the job site or may be served by registered post direct to the official address of the contractor, proof of issue of any such notice could be conclusive of the contractor having been duly informed of all contents therein.

GC-32 RIGHT OF VARIOUS INTERESTS :

The Developer reserves the right to distribute the work between more than one contractor. Contractor shall co-operate and afford reasonable opportunity to other contractors for access to the works for the carriage and storage of materials and execution of their works.

Wherever the work being done by any department of the Developer or by other contractor employed by the Developer is contingent upon work covered by this contract, the respective rights of the various interests shall be determined by the Engineer-in-charge to secure the completion of various portions of the work in general harmony.

GC-33 MODE OF PAYMENT :

As per Special Conditions of Contract Chapter-IV.

GC-34 RETENTION MONEY :

The retention money at a rate of 5 % shall be deducted in cash from each R.A. Bill and 2.5% shall be kept with M/s.Gujarat Hira Bourse till completion of the Defect Liability period.

GC-35 PAYMENT DUE FROM THE CONTRACTOR :

All costs, damages or expenses, for which under the contract the contractor is liable to the M/s.Gujarat Hira Bourse deducted by the M/s.Gujarat Hira Bourse from any money due or becoming due to the contractor under the contract or from any other contract with M/s.Gujarat Hira Bourse may be recovered by action at law or otherwise from the Contractor.

GC-36 BREACH OF CONTRACT BY CONTRACTOR :

If the contractor fails to perform the work under the contract with due diligence or shall refuse or neglect to comply with instruction given to him by the Engineer-in-charge accordance with the contract, or shall contravene the provisions of the contract, the Developer may give notice in writing to the contractor to make good such failure, neglect or contravention. Should the contractor fail to comply with such written notice within twenty eight (28) days of receipt, if M/s.Gujarat Hira Bourse shall think fit, it shall be lawful for M/s.Gujarat Hira Bourse without prejudice to any other rights, the contractor may have under the contract, to terminate the contract for all or part of the works, and to make any other arrangements it shall deem necessary to complete the work outstanding under the contract at the time of termination. In this event Article GC-15 (Subletting of work) and (for temporary works etc.) hereof shall be invoked and the performance bond shall immediately become due and payable to the GHB. The value of the work done on the date of termination and not paid for shall stand forfeited to M/s.Gujarat Hira Bourse and M/s.Gujarat Hira Bourse shall have free use of any works which the contractor may have at the site at the time of termination of the contract.

GC-37 DEFAULT OF CONTRACTOR :

1. The Developer may upon written notice of default to the contractor terminate the contract in circumstance detailed hereunder :
 - (a) If in the judgment of the Developer the contractor fails to make completion of works within the time specified in the completion schedule or within the period for which extension has been granted by the Engineer in Charge/Engineer to the Contractor.
 - (b) If in the judgment of the Developer, the contractor fails to comply with any of the provisions of this contract.
2. In the event the Developer terminates the contract in whole or in part as provided in Article GC-46 (Termination of Contract), M/s.Gujarat Hira Bourse reserves the right to purchase upon such terms and in such manner as it may deem appropriate, plant similar to that terminated and the contractor will be liable to M/s.Gujarat Hira Bourse for any additional costs for such similar and/or for liquidated damages for delay until such reasonable time as may be required for the final completion of works.
3. If this contract is terminated as provided in this paragraph GC-28 (Power of entry) (1) the Developer in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the Developer under any of the following cases in the manual and as directed by the GENERAL MANAGER (TECH & ADMN).
 - (a) Any partially completed information and contract rights as the contractor has specifically produced or acquired for the performance of the contract so terminated.
4. In the event the Developer does not terminate the contract as provided in the paragraph GC-46 (Termination of Contract) the Contractor shall continue performance of the contract, in which case he shall be liable to the Developer for liquidated damages for delay until the works are accepted.

GC-38 BANKRUPTCY :

If the Contractor shall become bankrupt or insolvent or have a receiving order made against him, or compound with the creditors, or being the M/s.Gujarat Hira Bourse commence to be wound up, not being a member's Voluntary winding up for the purpose of amalgamation or reconstruction, or carry on its business under a receiver for the benefit of his creditors or any of them, the Developer shall be at liberty to either (a) terminate the contract forthwith by giving notice in writing to the contractor or to the receiver or liquidator or to any person or organization in whom the contract may become vested and to act in the manner provided in Article GC-37 (Default of Contractor) as though the last mentioned notice had been the notice referred to in such Article of (b) to give such receiver liquidator or other person in work the contract may become vested the option of carrying out the contract subject to his providing a satisfactory guarantee for the due and faithfully

performance of the contract subject to his providing a satisfactory guarantee for the due and faithful performance of the contract upto an amount to be agreed. In the event that the M/s.Gujarat Hira Bourse terminates the Contract in accordance with this article, the performance bond shall immediately become due and payable on demand to M/s.Gujarat Hira Bourse.

GC-39 OWNERSHIP:

Works supplied pursuant to the contract shall become the property of the M/s.Gujarat Hira Bourse from whichever is the earlier of the following times, namely,(a) When the works are completed pursuant to the contract. (b) When the contractor has been paid any sum to which he may become entitled in respect thereof pursuant to clause GC-33 (Terms of Payment).

GC-40 DECLARATION AGAINST WAIVER :

The condemnation by the M/s.Gujarat Hira Bourse of any breach or breaches by the stipulations and conditions contained in the contract shall in no way prejudice or effect to the construction as a waiver of the M/s.Gujarat Hira Bourse rights, powers and remedies under the contract in respect of any breach or breaches.

GC-41 LAWS GOVERNING THE CONTRACT :

The contract shall be constituted according to and subject to the laws of India and the State of Gujarat and under the jurisdiction of the courts of Gujarat .

GC-42 OVERPAYMENT AND UNDERPAYMENT :

Whenever any claim for the payment of a sum to the M/s.Gujarat Hira Bourse arises out of or under this contract against the contractor the same may be deducted by the M/s.Gujarat Hira Bourse from any sum then due or which at any time thereafter may become due to the contractor under this contract and failing that under any other contract with the M/s.Gujarat Hira Bourse or from any sum due to the contractor with the M/s.Gujarat Hira Bourse (which may be available with M/s.Gujarat Hira Bourse or from his retention money, or he shall pay the claim on demand. The M/s.Gujarat Hira Bourse reserves the right to carry out post payment audit and technical examination of the final bill including all supporting vouchers, abstracts, etc.

The M/s.Gujarat Hira Bourse further reserves the right to enforce recovery of any over payment when detected notwithstanding the fact that the amount of the final bill may be included by one of the parties as an item of dispute before an Arbitrator appointed under Article GC-49 (Arbitration) of this contract and notwithstanding the fact that the amount of the final bill figure in the Arbitration award.

If as a result of such audit and technical examination any over payment is discovered in respect of any work done by the contractor or alleged to have been done by him under the contract, it shall be recovered by the M/s.Gujarat Hira Bourse from the contractor by way of all the means prescribed above or if any under

payment is discovered by the M/s.Gujarat Hira Bourse, any amount due to the contractor under this contract or under payment may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the contractor from him to the M/s.Gujarat Hira Bourse on any other contract account whatsoever.

GC-43 SETTLEMENT OF DISPUTES :

Except or otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Technical Advisory Committee, subject to a written appeal by the contractor to the Engineer in Charge/TPI, and these decisions shall be final and binding on the parties hereto.

Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with this contract shall be to the extent possible settled amicably between the parties. If amicable settlement can not be reached then all disputed issues shall be settled as provided in Article GC-44(Disputes or Differences to be referred to) and Article No. GC-45 (Decision Against Disputes).

GC-44 DISPUTES OF DIFFERENCE TO BE REFERRED TO :

If at any time, any question, disputes or differences of any kind whatsoever shall arises between the Engineer in Charge and the contractor upon or in relation to or in connection with this contract, either party may forthwith give to the other, notice in writing of the existence of such question, dispute of difference as to any decision, opinion, instruction, direction certificate or evaluation of the Engineer in Charge. The question or difference shall be settled by the GHB Technical Advisory Committee, who shall state his decision in writing and give notice of same to the Engineer and to the contractor such decision shall be final and binding upon both the parties to the contract and work if contract is not already breached or abandoned shall proceed normally.

GC-45 DECISION AGAINST DISPUTES :

All disputes of differences whatsoever which shall at any time arise between the parties hereto touching or concerning the works of this contract, the decision of Technical Advisory Committee of M/s.Gujarat Hira Bourse will be final.

GC-46 TERMINATION OF THE CONTRACT :

1. If the contractor finds it impracticable to continue operation owing to force majeure reasons or for any reason beyond his and/or the Technical Advisory Committee finds site impossible to continue operation when prompt notification in writing shall be given by the party affected to the other.
2. If the delay or difficulties so caused can not be expected to cease or become unavoidable or if operations can not be resumed within six(6) months the party shall have the right to terminate the contract upon Ten (10) days written notice to the other. In the event of such termination of the contract, payment to the contractor will be made as follows :

- a) The contractor shall be paid for all works approved by the Engineer and for any other legitimate expenses due to him.
 - b) If the M/s.Gujarat Hira Bourse terminates the contract owing to Force Majeure or due to any cause beyond its control, the contractor shall additionally be paid for any work done during the said Six (6) months period including any financial commitment made for the proper performance of the contract and which are not reasonable defrayed by payment under (a) above;
 - c) M/s.Gujarat Hira Bourse also release all bonds and guarantees at its disposal except is cause where the total amount of payments made to the contractor exceeds the final amount due to him in which case the contractor shall refund the excess amount within Sixty (60) days after termination and M/s.Gujarat Hira Bourse thereafter shall release all bonds and guarantees, should the contractor fail to refund the amount received in excess within the said period such amounts shall be deducted from the bonds or guarantees provided.
3. On the termination of the contract for any cause the contractor shall see the orderly suspension and termination of operations, with due consideration to the interests of the M/s.Gujarat Hira Bourse with respect to completion, safeguarding or storing of materials procured for the performance of the contract and the salvage and resale thereof.

GC-47 SPECIAL RISKS :

If during the contract, there shall be outbreak of war (whether war is declared or not), major epidemic earth quake, or similar occurrence in any part of the World beyond the control of either party to the contract which whether financially or otherwise materially affects the execution of the contract, the contractor shall unless and until, the contract is terminated under the provisions of this article, use his best endeavors to complete the execution of the contract, provided always that M/s.Gujarat Hira Bourse shall be entitled at any time after the onset of such special risks, to terminate the contract by giving written notice to the contractor and upon such notice being given this contract shall terminate but without prejudice to the rights of either party in respect of any antecedent breach thereof. If any of the works, or materials to be delivered shall be subjected to damage or destruction by reasons of the special risks, the contractor shall be entitled to payment for such damage or destroyed materials and to any costs involved in making good damages or destroyed materials as may be required by the M/s.Gujarat Hira Bourse.

The contractor shall not be liable for payment of compensation for delay or for failure to perform the contract for reasons of Force Majeure such as acts of public enemy, acts of Government, fires, floods, cyclone, epidemics, quarantine restrictions, lockouts, strikes, freight embargoes and provided that the contractor shall within Ten (10) days from the beginning of such delay notify the Engineer-in-charge in writing the cause of delay. The GENERAL MANAGER (TECH & ADMN) shall verify the facts and grant such extension as the facts justify.

GC-48 CHANGES IN CONSTITUTION :

Where the contractor is a partnership firm, the prior approval in writing of the Secretary-GHB shall be obtained any change is made in the constitution of the firm. Where the contractor is an individual or an undivided family business concern such approval as aforesaid shall like wise be obtained before the contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the works hereby undertaken by the contractor. If prior approval as aforesaid is not obtained the contract shall be deemed to have been assigned in contravention of Article thereof.

GC-49 PATENTS AND ROYALTIES :

1. Contractor, if licensed under any patent covering equipment, machinery, materials or composition of matter to be used or supplied or methods and process to be practiced or employed in the performance of this contract agrees to pay all royalties and license fees which may be due with respect thereto. If any equipment, machinery materials composition matters, to be used or supplied or methods practiced or employed in the performance of

this contract, is covered by a patent under which the contractor is not licensed, then the contractor before Supplying/ using the equipment, machinery, materials, compositions methods of process shall obtain such license and pay such royalties and license fees as may be necessary for performance of this contract. In the event contractor fails to pay such royalty or obtain any such license any suit for infringement of such patents which is brought against the contractor or the Developer as a result of such failure will be defended by the contractor at his own expenses and the contractor will pay any damages and costs awarded in such suit. The contractor shall promptly notify the Developer if the contractor has acquired knowledge of any plant under which a suit for infringement could be reasonably brought because of the use by the Developer of any equipment, machinery, materials, process methods to be supplied hereunder. Contractor agrees to and done hereby grant to Developer together with the right to extend the same to any of the subsidiaries of the Developer an irrevocable royalty free license to use in any country, any invention made by the contractor or his employees in or as a result of performance of work under the contract.

2. With respect to any sub-contract entered into by the contractor pursuant to the provisions of the relevant clause hereof, the contractor shall obtain from the sub contractor an understanding to provide the M/s.Gujarat Hira Bourse with the same patent protection that contractor is required to provide under the provisions of this clause.
3. The Developer shall indemnify and save harmless the contractor from any loss on account of claim against contractor for the contributory infringement of patent rights arising out of and based upon the claim that the use by the Developer of the process included in the design prepared by the Developer and used in the operation of the plant infringes on any patent rights.

GC-50 LIEN :

If, at any time, there should be evidence of any lien or claim for which Developer might have become liable and which is chargeable to the contractor, the Developer shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the Developer against such lien or claim or if such lien or claim be valid the Developer may be or become due and payable to the contractor. If any lien or claims remaining, unsettled after all payments are made, the contractor shall refund or pay to the Developer all money that the latter may be compelled to pay in discharging such lien or claim including all cost and reasonable expenses.

GC-51 EXECUTION OF WORK :

The whole work shall be carried out in strict conformity with the provisions of the contract documents, detailed drawings, specifications and the instructions of the Engineer-in-charge from time to time. The contractor shall ensure that the whole work is executed in the most substantial, proper and best workmanship manner using materials of best quality in strict accordance with the specifications to the entire satisfaction of the Engineer-in-charge.

GC-52 WORK IN MONSOON :

When the work continues in monsoon, the contractor shall maintain minimum labour force required, for the work and plan and execute the construction and erection work according to the prescribed schedule. No extra rate will be considered for such work in monsoon. During monsoon and entire constructing period the contractor shall keep the site free from water at his own cost.

GC-53 WORK CLOSED ON SUNDAYS & HOLIDAYS & BETWEEN SUNSET AND SUNRISE :

No work shall be carried out on locally recognized day of weekly rest except with the special permission of Engineer-in-charge in writing previously obtained and with holding such permissions shall be no ground of complaint on the part of contractor or cause for compensation to them. Working period shall be maximum eight (8) hours per days.

GC-54 EXTRA SUPERVISION CHARGES TO BE BORNE BY THE CONTRACTOR :

Further to clause No.GC-53 when the Engineer-in-charge feels necessary to give permission to contractor for carrying out work for period of more than Eight hours working period in a day and/or to continue work on Sunday and holidays, extra Supervision charges arising due to overtime working of M/s.Gujarat Hira Bourse staff shall be borne by the contractor at prevailing pay scale from time to time. Such extra supervision charges shall be deducted by M/s.Gujarat Hira Bourse from the running account bills of the contractor as per M/s.Gujarat Hira Bourse prevailing rules and regulations of overtime.

GC-55 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR :

Where drawings, data are to be furnished by the contractor, they shall be as enumerated in special condition of contract and shall be furnished within the specified time. Where approval of drawings has been specified it shall be the contractor's responsibility to have these drawings got approved before any work is taken up with regard to the same. Any changes becoming necessary in these drawings during the execution of the work shall have to be carried out by the contractor at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the contractor and the Engineer-in-charge.

"Certified true for

_____project

Agreement No. _____

Signed _____
Contractor Engineer-in-charge

Drawings will be approved within three (3) weeks of the receipt of the same by the Engineer-in-charge.

GC-56 SETTING OUT WORK :

The contractor shall set out the work on the site handed by the Engineer-in-charge & shall be responsible for the correctness of the same. The work shall be carried out to the entire satisfaction of the Engineer-in-charge. The approval thereof by the Engineer-in-charge in setting out work shall not relieve contractor of any of his responsibilities. The contractor shall provide at his own cost all necessary level posts, pegs, bamboos, flags, ranging rods, strings and other materials and laborers required for proper setting out of the work. The contractor shall provide, fix and be responsible for the maintenance of all stakes, temples level marks profiles and similar other things and shall take necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence for such removal

or disturbance. The contractor shall also be responsible for the maintenance of all existing Survey Marks, Boundary Marks, Distance Marks and Centre line marks either existing or fixed by the contractor. The centre, longitudinal or face lines and cross lines shall be marked by small masonry pillars. Each pillar shall have distance mark at the centre for setting up the theodolite. The work shall not be started unless the setting out is checked by the Engineer-in-charge in writing but such approval shall not relieve the contractor of his responsibilities. The contractor shall provide all materials, labour and other facilities necessary for checking at his own cost.

Pillars bearing geodetic marks on site shall be protected by the contractor. On completion of the work, the contractor shall submit the Geodetic documents according to which the work has been carried out.

GC-57 RESPONSIBILITIES OF CONTRACTOR FOR CORRECTNESS OF WORK:

The contractor shall be entirely and exclusively responsible for the correctness of every part of the work and shall rectify completely and errors thereon at his own cost when so instructed by the Engineer-in-charge.

1. Materials to be supplied by the contractor : Contractor shall procure and provide all the materials required for the execution and maintenance of work including Cement, reinforcement steel, structural steel, M.S. rods, all tools, tackle, construction plant and equipment Developer shall insist for procurement of materials with ISI Marks supplied by reputed firms.
2. If however the Engineer-in-charge feels that work is likely to be delayed due to contractor's inability to procure the materials, the Engineer-in-charge shall have the right to procure materials from the market and the contractor will accept these materials at the rates decided by the Engineer-in-charge

GC-58 MATERIALS TO BE SUPPLIED BY THE DEVELOPER :

1. Developer-M/s.Gujarat Hira Bourse will supply materials to the Contractor viz Cement, Steel at cost of Rs.210.00 per bag and Rs. 37000.00 per MT respectively.

The tenderer shall thereupon quote bid offer including costs of cement & steel at basic rate of Rs.210.00 per bag and Rs.37000.00 per MT, respectively. The amount shall be deducted from bidder's R.A. bill as per actual consumption of the aforesaid materials . A maximum wastage of 3% shall be allowed in cement consumption, 5% variation in theoretical consumption including wastages. Steel wastage shall be deposited with Developer at reconciliation stages.

GC-59 MATERIALS PROCURED WITH ASSISTANCE OF THE DEVELOPER :

Notwithstanding anything contained to the contrary in any of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of the M/s.Gujarat Hira Bourse either by issue from M/s.Gujarat Hira Bourse stock or purchase made under orders or permits or licenses issued by the Government, the contractor shall hold the same materials as trustees for Developer and use such materials economically and solely for the purpose of contract and not dispose them off without the permission of M/s.Gujarat Hira Bourse and return, if required by the Engineer-in-charge, all surplus or unserviceable materials that may be left with him after the completion of the contract or at its termination for any reason whatsoever on his being paid or credited such prices as the Engineer-in-charge shall determine having due regard to the conditions of the materials. The price allowed to the contractor shall not exceed the amount charged to him excluding the storage charges if any. The decision of the Engineer-in-charge shall be final and conclusive in such matters. In the event of breach of the aforesaid condition, the contractor shall in terms of license or permits and/or for criminal breach of trust be liable to compensate M/s.Gujarat Hira Bourse at double rate or any higher rates. In the event of these materials at that time having higher rate or not being available in the market then any other rate to be determined by the Engineer-in-charge and his decision shall be final and conclusive.

GC-60 MATERIALS OBTAINED FROM DISMANTLING :

If the contractor, in the course of execution of work is called upon to dismantle any part for reasons other than on account of bad or imperfect work, the materials obtained from dismantling will be the property of the M/s.Gujarat Hira Bourse and will be disposed of as per instruction of the Engineer-in-charge in the best interest of the M/s.Gujarat Hira Bourse

GC-61 ARTICLE OF VALUE OR TREASURE FOUND DURING CONSTRUCTION:

All gold, silver and other minerals of any description and all precious stones, coins, treasures, relics, antiquities and other similar things which shall be found in under or upon site shall be the property of the Developer and the contractor shall properly preserve the same to the satisfaction of the Engineer-in-charge and shall hand over the same to the Developer.

GC-62 DISCREPANCIES BETWEEN INSTRUCTIONS :

If there is any discrepancy between the various stipulations of the contract documents of instructions to the contractor or his authorised representative or if any doubt arises as in the meaning of such stipulation or instructions, the contractor shall immediately refer in writing to the Engineer-in-charge whose decision shall be final and conclusive and no claim for losses caused by such discrepancy, shall in any event be admissible.

In case there is any discrepancy in measurements shown in drawings and specifications, the same shown in drawing shall be considered as final and will be binding upon the contractor.

GC-63 SCHEDULE OF QUANTITIES AND EXTRA ITEMS :

A. Schedule of Quantities :

Variations in the quantities of work in schedule of quantities shall not vitiate the contract. The rates quoted for the individual items shall apply for the quantities of work increased or decreased by not more than twenty percent for each of the items, should the quantities of work actually involved under any item vary by more than twenty five (25%) percent, the rate for such item of work shall be revised in accordance with the procedures indicated under clause "Extra Items". The payment for the items will, however, continue to be at the original rate till the revised rate decided.

B. Extra Items :

1. The Engineer-in-charge shall have power to make any alterations in, omission from, addition to, substitutions for, specifications, drawings, designs, and instructions that may appear to him to be necessary or advisable during the progress of work and the contractor shall be bound to carry out such altered/extra/new items of work in accordance with any instructions which may be given to in accordance with any instructions which may be given to him in

writing signed by the Engineer-in-charge and such alteration, omissions, additions or substitutions, shall not invalidate contract and any altered, additional or substituted work shall be carried out by the contractor on the same conditions of contract. The time for completion may be extended by the Engineer-in-charge as may be considered just and reasonable by him. The rates for such additional, altered or substituted work shall be worked out as under.

2. The rates of altered, additional or substituted work shall be paid as per the rate analysis determined on the basis of prevailing market rates of material, labour cost at schedule of labour and as approved by GENERAL MANAGER (TECH & ADMN) shall be final. But under no circumstances, the contractor suspend the work on the plea of non settlement of items failing under this clause.

GC-64 ACTION WHEN NO SPECIFICATION IS ISSUED :

In case of any class of work for which no specification is supplied by the M/s.Gujarat Hira Bourse in the tender documents, such work shall be carried out in accordance with I.S.S. do not cover the same, the work should be carried out as per standard Engineering practice subject to the approval of the Engineer-in-charge.

GC-65 ABNORMAL RATES :

Contractor is expected to quote rate for each item after careful analysis of cost involved for the performance of the completed item considering all specifications and conditions of contract. This will avoid loss of profit or gain in case of curtailment or change or specifications for any item. In case it is noticed that the rates quoted by a tenderer for any item is usually high or unusually low, it will be sufficient cause for rejection of tender unless the M/s.Gujarat Hira Bourse is convinced about the reasonableness of the rates on scrutiny of the analysis for such rate to be furnished by the tenderer or demand.

GC-66 ASSISTANCE TO ENGINEER-IN-CHARGE :

Contractor shall make available to the Engineer-in-charge free of cost all necessary instruments and assistance in checking of any work made by the contractor for taking measurement of work.

GC-67 TEST OF QUALITY OF WORK :

1. All workmanship shall be of the best kind described in the contract document and in accordance with the instructions of the Engineer-in-charge and shall be subjected from time to time to such test at contractor's cost as the Engineer-in-charge may directed at the place of manufacture of fabrication or on site or at any such place. Contractor shall provide assistance, instruments, labour and materials as are normally required for examining measuring and testing any work workmanship as may be selected and required by the Engineer-in-charge.
2. All tests will be necessary in connection with the execution of work as decided by the Engineer-in-charge shall be carried out at an approved laboratory at contractor's cost.

3. The contractor shall be required to give satisfactory hydraulic test wherever required and shall rectify the defects if any at free of cost. The necessary water, power, labour etc. required for the hydraulic test shall also be arranged by the contractor at his own cost. Contractor shall furnish the Engineer-in-charge for approval when requested or if required by the specification adequate samples of all materials and finished goods to be used in work and sufficiently in advance to permit test and examination thereof. All materials furnished and furnished goods applied in work shall be exactly as per the approved samples.
4. All the testing charges shall be borne by the Contractor.

GC-68 ACTION AND COMPENSATION IN CASE OF BAD WORKMANSHIP :

If it shall appear to the Engineer-in-charge that any work has been executed with materials of inferior description, or quality or are unsound or with unsound imperfect or unskilled workmanship or otherwise not in accordance with the contractor shall, no demand in writing from the Engineer-in-charge or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for forthwith rectify or remove and reconstruct the work, specified and in the event of failure to do so within a period to be specified by the Engineer-in-charge in his aforesaid demand, contractor shall be liable to pay compensation at the rate of one (1) percent of the tendered cost of work for every Ten (10) days limited to a maximum of ten (10%) percent of the value of work while his failure to do so continue and in the case of any such failure the Engineer-in-charge may on expiry of the notice period rectify and remove and re-execute the work or remove and replace with other at the risk and cost of the contractor. The decision of the Engineer-in-charge as to any question arising under this clause shall be final and conclusive.

GC-69 SUSPENSION OF WORK :

Contractor shall, if ordered in writing by the Engineer-in-charge or his representative temporarily suspended the work or any part thereof for such time (not exceeding two months) as ordered and shall not after receiving such written order proceed with the work until he shall have received a written order to proceed there with the contractor shall not be entitled to claim compensation for any loss or damage sustained by him by reason of temporary suspension of work as aforesaid. An extension of time for completion of work will be granted to the contractor corresponding to the delay caused by such suspension of work if the applied for the same provided the suspension was not consequent upon any default or failure on the part of the contractor.

GC-70 DEVELOPER MAY DO PART OF THE WORK :

When the contractor fails to comply with any instructions given in accordance with the provisions of this contract, the M/s.Gujarat Hira Bourse has the right to carry out such parts of work as the M/s.Gujarat Hira Bourse may designate whether by purchasing materials and engaging labour or by the agency of another contractor. In such case the M/s.Gujarat Hira Bourse shall deduct from the amount which otherwise might become due to the contractor. The cost of such work and

materials with ten(10%) percent added to cover all departmental charges and should the total amount thereof exceed the amount due to contractor, contractor shall pay the difference to the M/s.Gujarat Hira Bourse

GC-71 POSSESSION PRIOR TO COMPLETION :

The Engineer-in-charge shall have the right to take possession of or to use any completed or partly completed work or part of work, such possession or use shall not be deemed to be an acceptance of any work completed in accordance with the contractor. If such prior possession or use by the Engineer-in-charge delays the progress of work, equitable adjustment in the time of completion will be made and the contract shall be deemed to be modified accordingly.

GC-72 COMPLETION CERTIFICATE :

As soon as the work has been completed in accordance with contract (except in minor respect that do not effect their use for the purpose for which they are intended and except for maintenance thereof) as per general conditions of contract and has passed the tests on completion, the Engineer-in-charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which work has been completed and has passed the said tests and the M/s.Gujarat Hira Bourse shall be deemed to have taken over work on the date so certified. If work has been divided in various groups in contract, the M/s.Gujarat Hira Bourse shall be entitled to take over any group or groups before the other or others and there-upon the Engineer-in-charge will issue a completion certificate which will, however, be for such group or groups so taken over only. In order that contractor could obtain a completion certificate, he shall made good, with all speed any defect arising from the defective materials supplied by the contractor or workmanship or any act or omission of contract that may have been discovered or developed after the work or group of works has been taken over. The period allowed for carrying out such work will be normally, one month. If any defect be not remedied within a reasonable time, the M/s.Gujarat Hira Bourse may proceed to do work at contractor's risk and expenses and deduct from the final bill such amount as may be decided by the M/s.Gujarat Hira Bourse If by reason or any default on the part of the contractor, a completion certificate has not been issued in respect of every portion of work within one month after the date fixed by contractor for completion of work, the M/s.Gujarat Hira Bourse shall be at liberty to use work or any portion thereof in respect of which a completion-certificate has been issued, provided that work or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of this work for the issue of completion certificate.

GC-73 SCHEDULE OF RATES :

1. The price/rates quoted by the contractor shall be remain firm till the issue of final certificate. Schedule of rates shall be deemed to include and cover all costs expenses and liabilities of every description and all risks of every kind to be taken in executing, completing and handling overwork to the Developer by contractor. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of work and materials required through contract

- documents may not fully and precisely furnish them. He shall make such provision in the schedule of rates as he may consider necessary to cover the cost of such items of work and materials as may be reasonable and necessary for completion of the work. The opinion of the Engineer-in-charge as to the item of work shall be final and binding on Contractor although the same may be not shown on or described specifically in contract documents.
2. The Schedule of rates shall be deemed to include and cover the cost of all constructional plant, temporary work, pumps, materials, labour and all other materials in connection with each item in schedule of rates and the execution of work or any portion thereof furnished complete in every respect and maintained as shown or described in the contract document or as may be ordered in writing during the continuance of the contract.
 3. The Schedule of rates shall be deemed to include and cover the cost of all royalties and fee for the articles and processes, protected by letters of patent or otherwise incorporated in or used in connection with work, also all royalties, and other payments in connection with materials of whatsoever kind for work and shall include an indemnity to- Developer which contractor hereby gives against all action, proceeding, claims, damages, costs and expenses arising from the incorporation in use of work of any such articles, processes or materials. Octroi of other M/s.Gujarat Hira Bourse or Local Board charges if levied on materials, equipment of machineries to be brought to the site for use on work shall be borne by the contractor.
 4. No exemption or reduction of custom duties excise duties, sales tax or any other taxes or charges of the Central or State Government any local body whatsoever will be granted to obtain. All such expenses shall be deemed to have been included in and covered by schedule of rates. Contractor will also obtain and pay for all permits or other privileges necessary to complete the work.
 5. The schedule of rates shall be deemed to include and cover risk on account of delay or interference with contractor's conduct of work which may occur from any cause including orders of the M/s.Gujarat Hira Bourse in the exercise of his power and no account of extension of time granted due to various reasons.
 6. For work under unit rate basis no alteration will be allowed in the schedule of rates by reason of work or any part of them altered, extended, diminished or omitted.

GC-74 PROCEDURE FOR MEASUREMENT OF WORK IN PROGRESS :

1. All measurements shall be in metric system. All the work in progress will be jointly measured by the representative of the Engineer-in-charge and contractor's authorized agent. Such measurements will be got recorded in the measurement book by the Engineer or his authorized representative and signed by the contractor or his authorized agent in token of acceptance. If the contract or his authorized agent fails to be present when even required by the Engineer-in-charge for taking measurements for any reasons whatsoever, the measurement will be taken by the Engineer - in - charge or his authorized representative not

withstanding the absence of contract and these measurement will be deemed to be correct and binding to the contractor. As this being turnkey contract no detailed measurement of individual units shall be carried out.

2. The contractor will submit a bill in approved proforma in duplicate to the Engineer-in-charge of the work giving abstract and detailed measurements of various items executed during a month as mutually agreed. The Engineer-in-charge shall verify the bill and the claim, as far as admissible, adjusted if possible, within 10 days of presentation of the bills.
3. In case of tenders for completed items of work, the contractor may be allowed 'Secured Advance' on the security of materials brought to site for execution of the constructed items of work to the extent of 75% of the value of materials of imperishable nature and an agreement be drawn up with the contractor under which the Developer secured a lien on these materials and is safe guarded against losses due to any reasons whatsoever. Recoveries of advance paid would not be postponed till the whole work is completed but shall be adjusted from his work done or the materials used, the necessary deductions being made when the items of work in which they are used and are billed for. When the mode of measurement is not covered by contract for any item of work it shall be as per latest I.S.I.

GC-75 RUNNING ACCOUNT PAYMENT TO BE RECOVERED AS ADVANCES :

1. All running account payments shall be regarded as payments by way of advance against the final payment only and not as payment for work actually done and completed and shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or to be considered as an admission of the due performance of contract or any part thereof.
2. The 5 % percent of the gross R.A.Bill amount shall be retained from each bill as retention amount and the same will be paid in two stages (i) 50% upon issue of taking over certificate & (ii) 50% upon completion of Defect Liability Period.

GC-76 NOTICE FOR CLAIM FOR ADDITIONAL PAYMENT :

If the contractor considers that he is entitled to extra payment or compensation or any claim whatsoever in respect of work, he shall forthwith give notice in writing to the Engineer-in-charge about his extra payment and/or compensation. Such notice shall be given to the Engineer-in-charge within Ten (10) days from the happening of any event upon which contractor basis such claims and such notice shall contain full particular of the nature of such claim with full details and amount claimed. Failure on the part of the contractor to put forward any claim with the necessary particulars as above within the time above specified shall be an absolute waiver thereof. No compensation will be paid by the Developer to reject any such claim and no delay in dealing therewith shall be waived by the Developer of any rights in respect thereof.

GC-77 PAYMENT OF CONTRACTOR'S BILL :

1. The price to be paid by the Developer to the contractor for the work to be done and for the performance of all the obligations under taken by the contractor under contract shall be based on the contract price and payment to be made accordingly for the work actually executed and approved by the Engineer-in-charge.
2. No payment shall be made for work costing less than ₹ 5,000/- till the work is completed and a certificate of completion given. But in case of work estimated to cost more than ₹ 5,000/- contractor on submitting the bill thereof will be entitled to receive a monthly payment, proportionate to the part thereof, approved & passed by the Engineer-in-charge whose certificate of such approval and passing of the sum so payable shall be final and conclusive against the contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the contract documents for materials, security deposit, etc. The payment shall be released to the contractor within thirty (30) days of submission of the bill in case of running bill and within three (3) months in case of final bill, contractor shall present the bill duly pre-receipted on proper revenue stamp.
3. No interest will be paid for delayed payment of bills.

Payment due to contractor shall be made by crossed Accounts payee cheque in Indian currency forwarding the same to the registered office of the contractor. Developer shall not be responsible if the cheque is mislaid or misappropriated by unauthorized person.

GC-78 FINAL BILL:

The final bill shall be submitted by the contractor within Two (2) months of the date of physical completion of work, Otherwise the Engineer-in-charge certificate of the measurement and of total amount payable for work shall be finalized which is binding on all parties.

GC-79 RECEIPT FOR PAYMENT :

Receipt for payment made on account of work when executed by a firm must be signed by a person holding power of attorney in this respect on behalf of contractor except when described in the tender as a limited company in which case the receipt must be signed in the name of the company by one of its principal officers or by some other person having authority to give effectual receipt for the company.

GC-80 COMPLETION CERTIFICATE :

1. When the contractor fulfill his obligation as per terms of contract he shall be eligible to apply for completion certificate. Contractor may apply for separate completion certificate in respect of each such portion of work by submitting the completion documents along with such application for completion certificate.

The Engineer-in-charge shall normally issue to the contractor the completion certificate within one (1) month after receiving an application thereof from the contractor after verifying from the complete documents and satisfying himself that work has been completed in accordance with and as set out in the construction and erection drawings and the contract document. Contractor after obtaining the completion certificate is eligible to present the final bill for work executed by him under the terms of contract.

2. Within Two (2) months of completion of work in all respect contractor shall be furnished with a certificate by the Engineer-in-charge of such completion but no certificate shall be given nor shall work be deemed to have been executed, until all (1) scaffolding, surplus materials and rubbish is clearing off site completely (2) until the work shall have been measured by the Engineer-in-charge whose measurement shall be binding and conclusive and (3) until all the temporary works, labour and staff colonies etc. constructed are removed and the work site cleaned to the satisfaction of the Engineer-in-charge. If contractors shall fail to comply with the requirements as aforesaid or before date fixed for the completion of work, the Engineer-in-charge may at the expenses of contractor remove such scaffolding, surplus materials and rubbish and dispose of the same he think of contractor remove such scaffolding, surplus materials and rubbish and dispose of the same he thinks fit.
3. The following documents will form the completion documents :
 - (a) Technical documents according to which work was carried out.
 - (b) Construction drawings showing therein the modifications and corrections made during the course of execution signed by the Engineer-in-charge.
 - (c) Completion certificate for "Embedded" or "Covered" up work.
 - d) Certificate of final levels as set out for various works.
 - (e) Material appropriation statement for the materials issued by the Developer for work and list of surplus materials returned to the Developer store duly supported by necessary documents.
4. Upon expiry of the period of defects liability and subject to the Engineer-in-charge being satisfied that work has been duly maintained by the contractor during the defects liability period as fixed originally, or as external subsequently and the contractor has in all respects made up by subsidence and performed all his obligations under the contract, the Engineer-in-charge shall (without prejudice to the rights of Developer in any way) give final certificate to that effect. The Contractor shall not be considered to have fulfilled the whole of his obligation until final certificate shall have been given by the Engineer-in-charge notwithstanding previous entry upon and taking possession, working or using of the same or any part thereof by the Developer.

5. Final Certificate only on Evidence of Completion :

Except the final certificate no other certificate or payments against a certificate or an general account shall be taken to be an admission by the Developer of the due performance of contract or any part thereof or of occupancy validity of any claim by the contractor.

GC-81 TAXES, DUTIES, OCTROI, ETC. :

- 1. As the plant is located in Special Economic Zone (SEZ), the Custom & Excise Duties and VAT as well as other taxes are exempted to M/s.Gujarat Hira Bourse and therefore, prices will be quoted accordingly. M/s.Gujarat Hira Bourse will furnish the Exemption Certificate in this regard. If any taxes/duties levied as per the law in future, then the same shall be reimbursed to the Bidder on submitting the proof of same.**
2. Contractor shall be responsible for compliance with all obligations and restrictions imposed by the labour law or any other law affecting employer employee relationship.
3. Contractor further agrees to comply and to secure the compliance of all sub-contractors with applicable Central, State, M/s.Gujarat Hira Bourse and Local law and regulations and requirements. Contractor also agrees to defend, indemnify and hold harmless the Developer from any liability or penalty which may be imposed by Central, State or Local authorities by reasons of any violation by the contractor or sub-contractor or such laws, regulation of requirements and also from all claims, suits or proceedings that may be brought against the Developer arising under, growing out of or by reasons of work provided for by this contract, by third parties or by Central or State Government Authority or any administration sub-division thereof. The contractor shall be liable to the payment of all the Central/State/Local Bodies Levies, taxes or duties etc. M/s.Gujarat Hira Bourse shall neither bear it nor reimburse at any time but will ensure deduction of Central/State/Local Levies and taxes at source at the rate provided under the relevant statutes from time to time in force. Further the work contract tax or sale tax shall be borne by the Contractor as per rules and regulation of Government.

GC-82 INSURANCE :

The contractor shall at his own expenses carry and maintain with reputable Insurance Companies to the satisfaction of the Developer as follows :

1. Employees State Insurance Act :

The contractor agrees to and does hereby accept full and exclusive liability for compliance with all obligations imposed by the Employees' State Insurance Act 1948, and the contractor further agree to defend, indemnify and hold Developer harmless from any liability or penalty which may be imposed by the Central or State Government of Local authority by reasons of any asserted violation by the contractor or sub-contractor of the Employees State Insurance Act, 1948 and also

from all claims, suits or proceedings that may be brought against Developer arising tender, growing out of or by reasons of the work provided for by this contract whether brought by employees of the contractor, by third parties or by the Central or the State Government authority or any administrative sub-division thereof.

2. Workman's Compensation And Employees Liability Insurance :

Insurance shall be effected for all contractors employees engaged in the performance of this contract. If any part of work is sublet, contractor shall require the sub-contractor to provide workmans' compensation and employer's liability insurance which may be required by the Developer.

3. Other Insurance required under law or regulation by the Developer:

The contractor shall also carry and maintain any and all other insurance which may be required under any law or regulation from time to time. He shall also carry and maintain any other insurance which may be required by the Developer.

GC-83 DAMAGE TO PROPERTY :

1. The contractor shall be responsible for making good to the satisfaction of the Developer any loss or and any damage to all structures and properties belonging to Developer or being executed or procured by the Developer or of other agencies within the premises of all the work of the Developer, if such loss or damage is due to fault and/or the negligence or will full act or omission of the contractor, his employees, agent representatives or sub-contractors.
2. The contractors shall indemnify and keep the Developer harmless of all claims for damage to properties other than the M/s.Gujarat Hira Bourse property arising under or by reasons of this agreement if such claims result from the fault and / or negligence or willful act of omission of contractor, his employees, agents, representatives or sub-contractors.

GC-84 LABOUR LAWS AND REGULATIONS :

1. The contractor shall be responsible for the strict compliance of and shall ensure strict compliance by his sub contractor employees and agents of all labours and others laws, rules or regulations having the force of law affecting the relationship of employer and employee between the contractor/sub-contractor and their respective employees.
2. No labour below the age of eighteen (18) year be employed on work.
3. The contractor shall pay to the labours engaged on work according to the law.
4. The contractor and sub-contractors of the contract shall obtain proper authority designated in this behalf under any application law, rules or regulations (including but not restricted to the factories Act and Contract Labour Abolition and Regulation Act 1970,) in so far as applicable) any and all such licenses,

consents, Registration and / or other authorization as shall from time to time be or become necessary for reliant to the execution of work or any part of portion thereof or the storage or supply of any materials or otherwise in connection with the performance of the contract and shall at all times observance by the sub-contractors, employees and agents of all terms and conditions of the said licenses, consents, regulation and other authorization and laws, rules and regulations applicable thereto.

GC-85 CONTRACTOR TO INDEMNIFY DEVELOPER :

1. The contractor shall indemnify and keep indemnified the Developer and every member, officer and employee of Developer from and against all action, claims, demands and liabilities whatsoever and in respect of the breach of any of the above clauses and/or against any claim, action or demand by any workman/ employee of the contractor or any sub-contractor and or from any liability and way to any workman / employee of the contractor or any sub - contractor under any law, rule or regulations having the force of law, including but not limited to claims against the Developer under the workman compensation Act 1923. The employees' Provident Funds Act 1952 and/or the Contract Labour (Abolition and Regulations) Act, 1970.

2. Payment of claims and damages :

If the Developer has to pay any money in respect of such claims or damages as aforesaid, the amount so paid and the cost incurred by the Developer shall be charged to and paid by the contractor without any dispute notwithstanding the same may have been paid without the consent or authority of the contractor.

3. In every case in which by virtue of any provision applicable in the workman's Compensation Act 1923 or any other Act, be obliged to pay compensation to workman employed by the Contractor the amount of compensation so paid, and without prejudice to the rights of the Developer under sec. (12) sub-section (2) of the said Act, the Developer shall be at liberty to recover such amount from any surplus due to the contractor or the security deposit. The Developer will not be bound to contest any claim made under section (12) sub-section (2) of the said Act except for written request of the contractor and upon the contesting of such claim.
4. The contractor shall protect adjoining sites against structural decorative and other damages that could be caused to adjoining premises by the execution of these works and made good at his cost, any such damage, so caused.

GC-86 IMPLEMENTATION OF APPRENTICE ACT 1964 :

The contractor shall comply with the provisions of the Apprentice Act 1964 and the orders issued there under from time to time. If he fails to do so, it will be a breach of contract. The contractor shall also be liable for any particular liability arising on account of any violation of the provisions of the Act by him.

GC-87 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS :

The contractor shall comply with all the rules and regulations of the local sanitary authorities or as framed by the Developer from time to time for the protection of health & sanitary arrangements of all labour directly or indirectly employed on the work of this contract.

GC-88 SAFETY CODE :

GENERAL :

The contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with Developer's safety rules and set forth herein.

1. First Aid and Industrial Injuries :

1.1 The contractor shall maintain first aid facilities for its employees and those of his sub-contractor.

1.2 The contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Name of those providing these services shall be furnished to the Engineer-in-charge prior to start of construction, and their telephone numbers shall be prominently posted in the contractor's field office.

1.3 All injuries shall be reported promptly to the Engineer-in-charge, and a copy of contractor's report covering each personal injury requiring the attention of a physician shall be furnished the Developer.

2. General Rules :

2.1 Carrying, striking, matches, lighters inside the project area and smoking within the job site is strictly prohibited. Violators of smoking rules shall be discharged immediately. Within the operation area, not hot work shall be permitted without valid gas safety, fire permits. The contractor shall also be held liable and responsible for all lapses of his sub-contractors/employees in this regard.

3. Contractor's Barricades :

3.1 The contractor shall erect and maintain barricades without any extra cost required in connection with his operation to guard or protect during the entire phase of the operation of this contract.

(i) Excavation

(ii) Housing areas,

(iii) Areas hazardous by the contractor's or the Developer's inspectors.

- (iv) The Developer 's existing property liable to damage by the contractors operation, in the opinion of the Engineer-in-charge.
 - (v) Railroad unloading spots.
- 3.2 The contractor's employees & those of his sub-contractors shall become acquainted with the Developer 's barricading practice and shall respect the provision thereof.
- 3.3 Barricades and hazardous areas adjacent to but located in normal routes of travel shall be marked by red lantern at night.
- 4. Scaffolding :
 - 4.1 Suitable scaffolding shall be provided for workmen for all works that can not safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the latter is used for carrying materials as well, suitable foothold sand handholds shall be provided on the ladder and the same shall be given inclination not steeper than 1 to 4 (1 horizontal and 4 vertical).
 - 4.2 Scaffolding or staging more than 3.6 M (12') above the ground or floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached, bolted, braced and otherwise fixed at least 1.0 M (3') high above the floor or platform of scaffolding or staging and extending along the entire length of the outside ends thereof with only such openings as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
 - 4.3 Working platforms, gangways, and stairways should be constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the stairway is more than 3.6 M (12') above ground level or floor level, they should be closely boarded, should have adequate width and should be suitable fastened as described in 4.3 above.
 - 4.4 Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 1.0 M (3'-0").
 - 4.5 Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9.0 M(30') in height while the width between the side rails in rung ladder shall in no case be less than 285 Cms. (11.5 inches) for ladder upto and including 3.0 M (10') in length. For longer ladders this width would increased at least 6 MM (1/4") for each additional foot of length. Uniform step spacing shall not exceed 30 Cms. (12"). Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The Contractor

shall also provide all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay damages and costs which may be awarded in any such suit or action or proceedings to any such person, or which, may be with the consent of the contractor be paid to compromise any claim by any such person.

5. Excavation and Trenching :

- 5.1 All trenches 1.2 M (4') or more in depth, shall at all times be supplied with at least one ladder for each 30.0 M (100') length or fraction thereof.
- 5.2 Ladder shall extended from bottom of the trench to at least 3" above the surface of the ground. The site of the trench which are 1.5 M (5') or more in depth shall be stopped back to give suitable slope, or securely held by timber bracing, so as to avoid the danger of sides to collapse. The excavated material shall not be placed within 1.5 M (5') of the edge of the trench or half of the trench depth whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under cutting be done.

6. Demolition :

- 6.1 Before any demolition work is commenced and also during the process of the work all roads and open area adjacent to the work site shall either be closed or suitably protected.
- 6.2 No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.
- 6.3 All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, or other part of the building shall be so overloaded with debris or materials so to render it unsafe.

7. Safety Equipment :

- 7.1 All necessary personal safety equipment as considered adequate by the Engineer-in-charge should be made available for the use to persons employed on the site and maintained in a condition suitable for immediate use, and the Contractor should take adequate steps to ensure proper use of equipment by those concerned.
- 7.2 Workers employed on mixing adequate materials cement and lime mortars shall be provided with protective footwear and protective gloves.
- 7.3 Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.

- 7.4 Those engaged in welding and cutting works shall be provided with protective face and eye-shield, hand gloves etc.
- 7.5 Stone breakers shall be provided with protective goggles and protective clothing, and seated at hand gloves etc.
- 7.6 When workers are employed in sewers and manholes are in use, the contractor shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes opened shall be cordoned off with suitable railing and providing with warning signals or boards to prevent accident to the public.
- 7.7 The contractor shall not employ men below the age of 18 years and women on the work of painting or product containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken. Suitable face masks shall be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint is rubbed end scrapped. Soap shall be supplied by the contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on occasion of the work.
- 8. Risky Places :
 - 8.1 When the work is done near any place where there is a risk of drawing, all necessary safety equipment shall be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made for prompt first aid treatment of all injuries likely to be sustained during the course of the work.
- 9. Hoisting Equipment :
 - 9.1 Use of hoisting machines and tackles including their attachments, and storage and supports shall conform to the following standards or conditions :
 - 9.1.1 These shall be of good mechanical construction sound materials and adequate strength and free from patent defect and in good working order.
 - 9.1.2 Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
 - 9.1.3 Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding.
 - 9.1.4 In case of every hoisting machine and of every chain ring, hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension the same working load shall be ascertained by adequate

means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.

- 9.1.5 In case of departmental machine, the safe working load shall be notified by the Engineer-in-charge. As regards contractor's machines, the contractor shall notify the safe working load of the machine to the Engineer-in-charge, whenever he brings any machinery to the site of work and get it verified by the Engineer-in-charge concerned.

10. Electrical Equipment :

- 10.1 Motors, Gearing, Transmission, Electric Wiring and other dangerous parts of hoisting appliances shall be provided with efficient safe guards, hoisting appliance should be provided with such means as will reduce to the minimum the risk of accidental descent of the load, adequate precautions shall be taken to reduce the minimum risk of any part or a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating as may be necessary shall be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

11. Maintenance of Safety Devices :

- 11.1 All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in the same conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near the place of work.

12. Display or Safety Instructions :

- 12.1 These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at the work-spot. The person responsible for compliance of the safety code shall be named therein by the contractor.

13. Enforcement of Safety Regulations :

- 13.1 To ensure effective enforcement of the rules and regulations relating safety precautions, the arrangements made by the contractor shall be open to inspection by the welfare Officer, the Engineer-in-charge or safety engineer of the Developer or their representatives.

14. No Exemption :

- 14.1 Notwithstanding the above clause 1.0 to 13.0 there is nothing to exempt the contractor from the operations of any other Act or rules in force in the Republic of India.

- 14.2 In addition to the above, the Contractor shall abide by the provision of safety code as per C.P.W.D. Safety Code framed from time to time.

GC-89 ACCIDENTS :

The M/s.Gujarat Hira Bourse in any case, shall not be responsible for any loss and/or damage, physical and financial and for any casualties arising due to accident or mishap during the course of work. It shall be the contractor's responsibility to protect against accidents on the work. He shall indemnify the M/s.Gujarat Hira Bourse against any claim for damage or for injury to persons or property resulting from, and in the course of work and also under the provision of the Workman's Compensation Act. On the occurrence of an accident arising out of the works which results in death or which is so serious as to be likely to result in death, the contractor shall within twenty four hours of such accident, report in writing to the Engineer-in-charge, the facts stating clearly and in sufficient details the circumstances of such accident and the subsequent action. All other accidents on the works involving injuries to persons or damage to property other than that of the contractors shall be promptly reported to the Engineer-in-charge stating clearly and in sufficient details and facts and circumstances of the accidents and the action taken. In all cases the contractor shall indemnify the M/s.Gujarat Hira Bourse against all loss of damage resulting directly or indirectly from the contractor's failure to report in the manner aforesaid. This includes penalties or fine consequences of failure to give notice under the workman's compensation Act or failure to conform to the provisions of the said Act in regard to such accidents. In the event of an accident in respect of which compensation may become payable under the workmen compensation Act VIII of 1923 including all modification thereof whether such compensation may become payable by the contractor or by the M/s.Gujarat Hira Bourse as principal employer, the Engineer-in-charge may retain out of money due and payable to the contractor such sum or sums of money as may, in the opinion of the Engineer-in-charge be sufficient to meet such liability. On receipt of award from the labour commission in regard to quantum of compensation, the difference in amount will be adjusted.

GC-90 SECURED ADVANCES :

Advances to contractors, as a rule, are prohibited and every endeavor should be made to maintain a system under which not payments are made except for work actually done. Exceptions are, however, permitted in the following cases : A] Cases in which a contractor, whose contract is for finished work, requires an advance on the security of materials brought to the site. Engineer may, in such cases, sanction advances up to an amount not exceeding 75 percent of the value [as assessed by him] of such materials provided that they are of an imperishable nature and that a formal agreement is drawn up with the contractor under which the M/s.Gujarat Hira Bourse secures a lien on the materials and is safeguarded against losses due to the contractor postponing.

The execution of the work or to the shortage or misuse of the materials, and against the expenses entitled for their proper watch and safe custody. Payment of such advance should be made only on the certificate of an officer not below the rank of sub-divisional officer that the quantities of materials upon which the

advance are made have actually been brought to the site, that contractor has not previously received any advance on that security and that the materials are required by the contractor for use on items of work for which rates for finished work have been agreed upon. The officer granting such a certificate will be held personally responsible for any over-payment which may occur in consequence. Secured advances may be given to the contractor for materials brought to the site of work provided the authority sanctioning such advances is satisfied that proper safeguards are taken to see that the materials do not determinate. Recovery of advances so made should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills for work done as the materials are used, the necessary deductions being made whenever the items of work in which they are used are billed for.

GC-91 TESTING & INSPECITION CHARGES:

The contractor shall have to bear all the charges for testing and inspection proposed. The Contractor shall have to bear to and fro traveling allowances, dearness allowance of M/s.Gujarat Hira Bourse Officials as per prevailing rules and regulation of M/s.Gujarat Hira Bourse The amount will be deducted from R.A.Bill.

SECRETARY
GUJARAT HIRA BOURSE

Signature and seal of Contractor :-

Name :-

Address :-

Date:-

CHAPTER - IV

SPECIAL CONDITIONS OF CONTRACT :

1.1. General

Clause given under these special conditions shall be read in conjunction with conditions of the contract and in case of any conflict the provisions of special conditions will override the provisions of general conditions of contract.

For any discrepancy in interpretation of tender specifications, terms, conditions, general note, instructions, the decision of Technical Advisory Committee, M/s.Gujarat Hira Bourse will be final and binding to the Contractor.

The specification covers all the items/equipments/materials required for commissioning the complete water treatment plant. However, if in the opinion of contractor/bidder any item/ equipment/material is missing the same should be included in the scope of work and provided accordingly.

The tenderer shall acquaint himself with the access to site, existing water treatment plant availability of local facilities such as transport, materials, labour and shall price his tender accordingly. The tenderer's lump sum price shall take into account all the above in this regard for the entire period of the contract.

The tenderer shall have to quote his lump sum price for the work.

The tenderers shall be deemed to visit the site and familiarized themselves thoroughly with the site conditions before submitting the tender. Non familiarity with the site conditions to assess the scope and nature of work will not be considered as a reason either for extra claims or for not carrying out works in strict conformity with the detailed drawings and specifications.

The detailed drawings should be got approved with Gujarat Hira Bourse Engineer in Charge before (i) Placement of Purchase Order for materials & (ii) before executions of works.

1.2. Terms of Payment :

1.2.1. Security Deposit :

On award of contract, the contractor shall deposit 5% of the total Contract Value against Security Deposit in the form of Bank Guarantee from the nationalized bank valid till completion period.

1.2.2. Retention Amount :

The retention money at a rate of 5 % shall be deducted from each R.A. Bill and 2.5% shall be kept with M/s.Gujarat Hira Bourse till Defect Liability period.

1.2.3. The mode of payment would be as under:

For Civil Works :

Payments will be made against Monthly R.A.Bills as per approved price break up as per Vol-III Appendix-III.

For Mechanical, Electrical, Instrumentation etc. :

The percentage of payments are accounted on order value of materials/items as under:

- a] 5 % On placement of orders for major bought out items.
- b] 5% to be paid on approval of drawings.
- b] 60% to be paid against supply of materials at site.
- c] 20 % to be paid against erection of material
- d] 10 % to be paid after completion testing & commissioning.

Release of Payments: All the payments shall be released within One Month from the date of submission of Invoices.

1.2.4. Recoveries :

Deduction from Running Account Bill on account of the following items shall be made from bills of the contract to the extent mentioned against each items.

1. Security Deposit as specified in the tender documents.
2. Compensation against the delay in work.
3. Expenditure incurred by the M/s.Gujarat Hira Bourse on behalf of the contract in full.
4. Charges for services like water, power, land, etc. in full.
5. Charges on account of supply of materials mentioned in Schedule.
6. Hire charges for plant machineries in full as per rules in force.
7. Recoveries on account of secured advance on materials, Machineries and equipment.
8. Amount to be withheld for water retaining portion as per Agreement.
9. Amount to be withheld for hydraulic test to be given for pipeline laid as per Agreement.
10. Other Recoveries in full.

1.3. Tenderer has to consider water table as 2 mt. below natural ground level for Civil/Structural design.

SECRETARY
GUJARAT HIRA BOURSE

Signature and seal of Contractor :-

Name :-

Address :-

Date:-