

**THE AGRICULTURAL PRODUCE MARKET COMMITTEE - RAJULA
DIST. AMRELI (GUJARAT)**

**BID DOCUMENT FOR
CONSTRUCTION WORK OF CEMENT CONCRETE ROAD, SUPPLYING AND FITTING
SOLAR PANEL, PROVIDING, SUPPLYING AND INSTALLING 100 MT. CAPACITY FULLY
COMPUTERISED PITLESS WEIGH BRIDGE AND CONSTRUCTION WORK OF
FOUNDATION AND WEIGH BRIDGE OFFICE
AT THE AGRICULTURAL PRODUCE MARKET COMMITTEE - RAJULA, (NEW YARD)
DIST. AMRELI**

LOCAL COMPETITIVE BIDDING

**VOLUME I
TECHNICAL BID**

Milestone Dates	
Last Date of Issue of Bid Document	22/06/2026 up to 18:00 Hrs.
Last Date of Physical submission, Tender Fee, EMD and Document	26/06/2026 up to 15:00 Hrs.
Opening of the Technical Bid	26/06/2026 at 16:00 Hrs.
Opening of the Price Bid	26/06/2026 at 16:30 Hrs.

**CHAIRMAN/SECRETARY
THE AGRICULTURAL PRODUCE MARKET COMMITTEE
RAJULA**

THE AGRICULTURAL PRODUCE MARKET COMMITTEE - RAJULA

DIST. AMRELI (GUJARAT)

Online Tender Notice No.45 of 2026-27

A	Name of Work	CONSTRUCTION WORK OF CEMENT CONCRETE ROAD, SUPPLYING AND FITTING SOLAR PANEL, PROVIDING, SUPPLYING AND INSTALLING 100 MT. CAPACITY FULLY COMPUTERISED PITLESS WEIGH BRIDGE AND CONSTRUCTION WORK OF FOUNDATION AND WEIGH BRIDGE OFFICE AT THE AGRICULTURAL PRODUCE MARKET COMMITTEE - RAJULA, (NEW YARD)
B	Estimate Cost	Rs. 80.75 Lakh
C	Time Limit	6 months
D	Defect liability Period	12 Month after completion of work
E	Bid Validity	180 Days
F	Earnest Money Deposit	Rs. 2,02,000-00 in form of BGR/ FDR / DD
G	Who can apply?	Any bidder or Construction firm, However the bidders shall have to Qualify as per the Tender criteria. Who is registered in "D" Class
H	Bid system (1) Post qualification Bid (2) Price bid	Two Bid System (1) The bidder has to furnish the financial and technical detail of his firm/company (2) The Price will be quoted online only.
I	Cost of Tender Documents	Rs. 2,400.00 Rupees Two Thousand Four Hundred Only
J	Availability of Tender Documents	Online on web site
K	Date and venue of pre-bid conference	20/06/2026, 11:00 to 13:00, Rajula APMC office
L	Last Date & Time of online Submission of Tender	22/06/2026 Up to 18:00 Hrs.
M	Submission of Tender Fee, EMD etc.	Up to 26/06/2026 till 15:00 Hrs. to Chairman, The Agricultural Produce Market Committee - Rajula, Dist. Amreli by RPAD/Speed Post/Regi. Courier Only.
N	Opening date of Technical Bid	26/06/2026 on 16:00 hrs. (if possible)
O	Opening date of Price Bid	26/06/2026 on 16:30 hrs. (if possible)

• **General Terms & Conditions:**

(1)	Bidders can download the tender document free of cost from the website.
(2)	Bidders have to submit technical bid as will price bid in electronic only on procure website till the last date & time for submission.
(3)	Offer in physical form will not be accept in any case.
(4)	Free vendor training will be organized every Saturday between 4.00 to 5.00 PM at (n) code Solutions A Division of GNFC Ltd. Bidders are requested to take benefit of the same. Bidders who to participate in online tender will have to procure/ should have legally valid digital certificate as per Information Technology Act-2000 using with they can sign their electronic bids. Bidders can procure the same from any of the licensed certifying authority of can contact (n) code solution a division of GNFC Ltd. Who are licensed certifying Authority by Govt. of India.
<p>In case bidders need any clarification or if training required to participate in online tenders they can contact: (n) code Solutions – A division of GNFC Ltd. (n) Procure cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahemedabad – 380054 (Gujarat)</p> <p>Contact Details: Phone Airtel : 91-79-40007501, 40007512, 40007516, 40007525 BSNL : 91-79-26854511, 26854512, 26854513, (EXT: 501,512,516,525) Reliance : 91-79-30181689 Fax : 91-79-26857321, 40007533 E-mail : nprocure@gnvfc.net TOLL FREE NUMBER : 1-800-233-1010 (EXT ; 501,516,525)</p>	
Other Terms & Condition as per detailed tender documents	

BID DATA SHEET

For Tender and Work Details and Queries, Please Contact Following Officers:

SR. NO.	NAME OF OFFICER	DESIGNATION	CONTACT NO.
1.	Mr. Rajesh K. Kakadiya	SECRETARY	02794 - 222047
2	Mr. Pithabhai K. Nakum	VICE CHAIRMAN	02794 - 222047
3.	Mr. Rajeshbhai R. Parasana	CHAIRMAN	02794 - 222047
4.	Mr. Vanraj K. Patel	CONSULTING CIVIL ENGINEER NEHA CONSULTANCY	+91 94286 16016

CONTENTS OF THE BID DOCUMENT

INVITATION FOR BIDS, INSTRUCTIONS TO BIDDERS AND CONDITIONS OF CONTRACT

Volume	Sect.	Part	Description
Volume I	I	1	Invitation To Bid
		2	Special Conditions of Contract
		3	Instructions to Bidders
	II	1	General Conditions of Contract
	III	1	Sample forms
Volume II	Technical Specification		
		1	Specification of Building Work
Volume III	PRICE BID		
		1	Form of Price Proposal
		2	Appendix to Price Schedule
		3	Schedules of Rates and Prices
Volume IV	DRAWINGS		

ABBREVIATIONS**Statement showing the details of abbreviations**

Full Form	Abbreviation
The Agricultural Produce Market Committee – Rajula	APMC- Rajula
Secretary of The Agricultural Produce Market Committee - Rajula	Secretary
Dispute Adjudication Board	DAB
Operation and Maintenance	O&M
Net Present Value	NPV
Engineering Procurement and Construction	EPC
Gujarat Electricity Board	GEB
Critical Path Method	CPM
Reinforced Cement Concrete	RCC
Kilometer	KM
Mild Steel	MS
Bureau of Indian Standard	BIS
Central Public Health & Environmental Engineering Organization	CPHEEO
American Society of Civil Engineers	ASCE
American Petroleum Industries	API
Million Liter per Day	MLD
High Yield Strength Deformed bar	HYSD
Corrosion Resistant Steel	CRS
Thermo Mechanically treated steel	TMT
Ordinary Portland Cement	OPC
American Standard for Testing of Material	ASTM
Flux Compensated Magnetic Amplifier	FCMA
Cost Insurance and freight	CIF
Free On Board	FOB
Ex – Works	EXW
Water Treatment Plant	WTP
Officer on work	O.O.W.
Construction Manager appointed by contractor qualified engineer.	Construction Manager
Bank guarantee	BG
Permission from consultant appointed by APMC- Rajula	Consultant

SECTION I

PART 1. INVITATION TO BID

THE AGRICULTURAL PRODUCE MARKET COMMITTEE – RAJULA**INVITATION FOR BIDS**

1. The A.P.M.C. - Rajula invites sealed bids from bidders for Build contract for **CONSTRUCTION WORK OF CEMENT CONCRETE ROAD, SUPPLYING AND FITTING SOLAR PANEL, PROVIDING, SUPPLYING AND INSTALLING 100 MT. CAPACITY FULLY COMPUTERISED PITLESS WEIGH BRIDGE AND CONSTRUCTION WORK OF FOUNDATION AND WEIGH BRIDGE OFFICE AT THE AGRICULTURAL PRODUCE MARKET COMMITTEE - RAJULA, (NEW YARD)**
2. Bidders may obtain further information from, and inspect and acquire the bidding documents from Mention Date and Time at the following address.
**Chairman/Secretary,
The Agricultural Produce Market Committee,
Rajula, Dist.: Amreli**
3. All bids must be accompanied by a bid EMD of **Rs.2,02,000/- (Rupees Two Lakh Two Thousand only)** in form of DD or FDR or Bank guarantee in and Tender Fee **Rs.2,400-00 (Rupees Two Thousand Four Hundred Only)** in form of only DD in favour of "The Agricultural Produce Market Committee-Rajula, from any Scheduled bank (except Co-operative Bank) in India and must be delivered to
**APMC-Rajula,
Dist.: Amreli**
On or before Mention Date & Time. The bid security must be included with the technical proposal.
The Technical Bid will be opened on Mention Date & Time.
4. **The pre-qualification requirement is as under:**
 1. Average Annual Financial turnover during last three years, ending 31st March of the previous Financial year, must be equal to or more than Rs.100.00 Lakh.
 2. Net worth of company of any financial years, ending 31st March of the previous Financial year must be equal to or more than Rs.25.00 Lakh.
 3. Bank Solvency Certificate not less than Rs.12.00 Lakh of the Current Calendar year.
 4. Should have executed One Tri-mix C.C. Road work in last Three year with value of Rs. 50.00 Lakh
Or
Should have executed Two Tri-mix C.C. Road work in last Three year with value of Rs. 30.00 Lakh
 5. Should have executed One Supply and Installation work of 100 Mt. capa. weight bridge work with office building in last Three year with value of Rs. 35.00 Lakh
 6. Work executed for private parties shall not be allowed. The experience of the private sector will not be considered.

7. Work executed only under/for Govt. of India or state govt. shall be allowed.
8. Joint Venture Not allowed.
9. Sub-Contractor's experience or experience from a third party agreement and resources shall not be taken into the account while determining the applicant's qualifying criteria.
10. Current Registration Certificate in "D" Class registered with Roads and Building Department of Govt. of Gujarat & other State Govt. equivalent.
11. PAN card Copy.
12. GST Certificate Copy.
13. Provident Fund Certificate Copy.
14. List of Tools & equipment for the proposed work.

APMC reserves the rights to reject or accept any application, and cancel the prequalification process and reject all application. The APMC shall neither be liable for any such actions nor be under any obligation to inform the applicant of the grounds for them. The Employer's decision shall be final and binding.

i) Personnel Criteria:

- (1) Bidder to provide CV's of at least One qualified (minimum acceptable qualification is engineering degree in civil field) key personnel proposed to be deployed on the project each with minimum 7 years relevant experience.
 - (2) Bidder to provide CV's of at least One qualified (minimum acceptable qualification is engineering diploma in civil field) key personnel proposed to be deployed on the project each with minimum 5 years relevant experience.
5. The technical proposals will be opened on the Mention Date & Time in the presence of bidders' representatives who choose to attend.
 6. The price proposals will be opened in the presence of the bidder's representatives who choose to attend at the time and date and at *the* address to be advised by the Employer after approval of the evaluation of the technical proposals.

**Secretary
APMC-Rajula**

SPECIAL CONDITION OF CONTRACT

Special Condition of Contract

- ❖ The Agricultural Produce Market Committee - Rajula reserves the right to any work or part of work or item canceled from the scope of work.
- ❖ The Agricultural Produce Market Committee - Rajula reserves the right to negotiation with L-1, L-2 and L-3 bidder.
- ❖ The Agricultural Produce Market Committee - Rajula reserves the right to accept or reject any tender without assigning any reason thereof.
- ❖ A pre-bid meeting will be held on the date specified in the bid document. The details of the meeting will be shared in due course. In the tender, a pre-bid meeting has been scheduled offline by APMC on the date specified in the bid document. The agency or its representative will have to attend this meeting and only the agency present will be able to participate in this tender process. During the meeting, any agency wishing to raise questions will have to do so in person.
- ❖ Moreover execution of work should not be affected due to it or the non availability of the fund. Contractor will be held fully responsible for the non expedition of the work in case of non availability of funds from the APMC.
- ❖ The work of supplying, installing, and commissioning the weighbridge platform, including all associated ancillary works, shall be carried out using products manufactured by **Himatnagar Scale Mfg. Co. or an equivalent** manufacturer, subject to obtaining prior approval from the APMC.
- ❖ The work of supplying, installing, and commissioning the Solar Panel, including all associated ancillary works, shall be carried out using products manufactured by **Waaree Energies Ltd., Goldi, Tata Power Solar, Adani Solar, Rayzon Solar or an equivalent** manufacturer, subject to obtaining prior approval from the APMC.

SECTION I

PART 2. INSTRUCTION TO BIDDER

<p>A. General</p> <ol style="list-style-type: none"> 1. Scope of Bid 2. Source of Funds 3. Eligible Bidders 4. Eligible Materials, Equipment and Services 5. Qualification of the Bidder 6. One Bid per Bidder 7. Cost of Bidding 8. Site Visit <p>B. Bidding Documents</p> <ol style="list-style-type: none"> 9. Content of Bidding Documents 10. Clarification of Bidding Documents 11. Amendment of Bidding Documents <p>C. Preparation of Bids</p> <ol style="list-style-type: none"> 12. Language of Bids 13. Documents Comprising the Bid 14. Bid Form and Price Schedules 15. Bid Prices 16. Currencies of Bid and Payment 17. Bid Validity 18. Bid Security 19. Alternative Proposals by Bidders 20. Pre-Bid Meeting 21. Format and Signing of Bid <p>D. Submission of Bids</p> <ol style="list-style-type: none"> 22. Sealing and Marking of Bids 23. Deadline for Submission of Bids 24. Late Bids 25. Modification and Withdrawal of Bids 	<p>E. Opening and Evaluation of Technical Proposals</p> <ol style="list-style-type: none"> 26. Opening of Technical Bids 27. Process to be Confidential 28. Preliminary Examination of Technical Proposals 29. Evaluation and Comparison of Technical Proposals 30. Clarification of Technical Proposals 31. Invitation to Attend Opening of Price Proposals <p>F. Opening of Price Proposals</p> <ol style="list-style-type: none"> 32. Bid Opening of Price Proposals 33. Process to be Confidential 34. Clarification of Price Proposals 35. Preliminary Examination of Bids and Determination of Responsiveness 36. Correction of Errors 37. Conversion to Single Currency 38. Evaluation and Comparison of Price Proposals 39. Domestic Preference <p>G. Award of Contract</p> <ol style="list-style-type: none"> 40. Award 41. Employer's Right to Accept any Bid and to Reject any of all Bids 42. Notification of Award 43. Signing of Contract 44. Performance Security 45. Corrupt or Fraudulent Practices <p>APPENDICES</p> <p>Application Form 1</p> <p>Application Form 1A</p>
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A. GENERAL

1. SCOPE OF BID:

The APMC-Rajula (hereinafter referred to as “the Employer”) wishes to receive bids for the work of Build contract for **CONSTRUCTION WORK OF CEMENT CONCRETE ROAD, SUPPLYING AND FITTING SOLAR PANEL, PROVIDING, SUPPLYING AND INSTALLING 100 MT. CAPACITY FULLY COMPUTERISED PITLESS WEIGH BRIDGE AND CONSTRUCTION WORK OF FOUNDATION AND WEIGH BRIDGE OFFICE AT THE AGRICULTURAL PRODUCE MARKET COMMITTEE - RAJULA, (NEW YARD)**

1.1 Project Area and Coverage:

1.2 The successful bidder will be expected to complete the works within time limit from the date of issue of letter of acceptance.

2. SOURCE OF FUNDS:

- ❖ This work is to be carried out under the grant of the DMF scheme and the APMC-Rajula own funds. Payment for the work shall be made progressively as and when funds, other than the institution's own funds, are received..

3. ELIGIBLE BIDDERS:

- 3.1 This invitation to the bid is open to all the bidders.
- 3.2 Bidders shall provide such evidence of their continue eligibility satisfactory to the employer as the employer shall reasonably request.
- 3.3 Bidders shall not be under a declaration of ineligibility for corrupt or fraudulent practices in accordance with sub-clause 45.1 (c).
- 3.4 A Bidder shall not have a conflict of interest. All bidders found to be in conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process if they;
 - (a) have controlling shareholders in common; or
 - (b) receive or have received any direct or indirect subsidy from any of them; or
 - (c) have the same legal representative for purpose of this Bid; or
 - (d) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Employer regarding this bidding process; or
 - (e) Participated as a consultant in the preparation of technical specifications of the goods and related services that are the subject of the Bid.
- 3.5 Government-owned enterprises in the Employer’s country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependant agency of the Employer.

4. ELIGIBLE MATERIALS, EQUIPMENTS & SERVICES:

- 4.1 The materials, equipment, and services to be supplied under the Contract shall have their origin in eligible source countries as defined in Sub-Clause 4.3 below and all expenditures made under the Contract will be limited to such materials, equipment, and services. At the Employer's request, bidders may be required to provide evidence of the origin of materials, equipment, and services.
- 4.2 For purposes of Sub-Clause 4.1 above, "services" means the works and all project-related services including design services.
- 4.3 For purposes of Sub-Clause 4.1 above, "origin" means the place where the materials and equipment are mined, grown, produced or manufactured, and from which the services are provided. Materials and equipment are produced when, through manufacturing, processing or substantial or major assembling of components, a commercial recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

5. QUALIFICATION OF THE BIDDER:**5.1 To be qualified for the award of the Contract Bidders shall:**

- (a) Submit a written power of attorney authorizing the signatory of the bid to commit the bidder; and
- (b) Have adequate financial capacity and technical capability to undertake the contract and assessment of bidder's proposals regarding work method, scheduling and re-sourcing which shall be provided in sufficient details to confirm the bidder's capability to complete the works in accordance with the employer's requirement and the time for completion. The bidder shall have to furnish the details of qualification criteria given at relevant places of bidding document.
- (c) Submit proposals regarding work methods, scheduling and re-sourcing which shall be provided in sufficient detail to confirm the bidder's capability to complete the work in accordance with the Employer's Requirements and the time for completion.
- (d) The bidder shall be registered contractor registered in appropriate class either with State or Central Government or Semi Government.

5.2 Joint Venture is allowed.**5.3 (a) Qualification:**

- i) The determination will take into account the bidder's financial, technical and experience capabilities and past performance; it will be based upon an examination of documentary evidence of the bidder's qualifications submitted by the bidder, pursuant to Sub-Clause 5.1(b), as well as such other information as the employer deems necessary and appropriate; and
- ii) An affirmative determination will be a prerequisite - for the employer to continue with the evaluation of the technical proposal: a negative determination will result in rejection of bidder's bid.

(b) Technical

- (i) overall completeness and compliance with the Employer's Requirements; the technical merits of plant and equipment offered and deviations from the Employer's

Requirements; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; quality, function and operation of any process control concept included in the bid;

- (ii) achievement of specified performance criteria by the facilities;
- (iii) compliance with the time schedule called for in Appendix to Technical proposal and any alternative time schedules offered by Bidders, as evidenced by a milestone schedule provided in the bid;
- (iv) type, quantity and long-term availability of spare parts and maintenance services;
- (v) Any deviations to the commercial and contractual provisions stipulated in the bidding documents.

(c) Evaluation Criteria:

1. Average Annual Financial turnover during last three years, ending 31st March of the previous Financial year, must be equal to or more than Rs.100.00 Lakh.
2. Net worth of company of any financial years, ending 31st March of the previous Financial year must be equal to or more than Rs.25.00 Lakh.
3. Bank Solvency Certificate not less than Rs.12.00 Lakh of the Current Calendar year.
4. Should have executed Tri-mix C.C.Road work in last Three year with value of Rs. 50.00 Lakh
Or
Should have executed Two Tri-mix C.C.Road work in last Three year with value of Rs. 30.00 Lakh
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6. Work executed for private parties shall not be allowed. The experience of the private sector will not be considered.
7. Work executed only under/for Govt. of India or state govt. shall be allowed.
8. Joint Venture Not allowed.
9. Sub-Contractor's experience or experience from a tri party agreement and resources shall not be taken into the account while determining the applicant's qualifying criteria.
10. Current Registration Certificate in "D" Class registered with Roads and Building Department of Govt. of Gujarat & other State Govt. equivalent.
11. PAN card Copy.
12. GST Certificate Copy.
13. Provident Fund Certificate Copy.
14. List of Tools & equipment for the proposed work.

APMC reserves the rights to reject or accept any application, and cancel the prequalification process and reject all application. The APMC shall neither be liable for any such actions nor be under any obligation to inform the applicant of the grounds for them. The Employer's decision shall be final and binding.

ii) Personnel Criteria:

- (1) Bidder to provide CV's of at least One qualified (minimum acceptable qualification is engineering degree in civil field) key personnel proposed to be deployed on the project each with minimum 7 years relevant experience.
- (2) Bidder to provide CV's of at least One qualified (minimum acceptable qualification is engineering diploma in civil field) key personnel proposed to be deployed on the project each with minimum 5 years relevant experience.

6 ONE BID PER BIDDER

- 6.1 Each bidder shall submit only one bid either by itself, or as a partner in a Memorandum of Understanding. A bidder who submits or participates in more than one bid will cause all those bids to be rejected.

7. COST OF BIDDING:

- 7.1 The bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for those costs.

8. SITE VISIT:

- 8.1 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for the design-build and completion of the Works. The costs of visiting the Site shall be at the bidder's own expense.
- 8.2 The bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents, will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses Incurred as a result of the inspection.
- 8.3 The Employer may conduct a site visit concurrently with the pre-bid meeting referred to in clause 20.

B. BIDDING DOCUMENTS

9.0 CONTENT OF BIDDING DOCUMENTS

9.1 The details of works, bidding procedure, contract terms and technical requirements are prescribed in the bidding documents. The Bidding Documents include the following volumes, together with any Amendments/Addenda there to which may be issued in accordance with Clause 11.

CONTENTS OF THE BID DOCUMENT

INVITATION FOR BIDS, INSTRUCTIONS TO BIDDERS AND CONDITIONS OF CONTRACT

Volume	Sect.	Part	Description
Volume I	I	1	Invitation To Bid
		2	Special Conditions of Contract
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		1	Form of Price Proposal
		2	Appendix to Price Schedule
		3	Schedules of Rates and Prices
Volume IV	DRAWINGS		

9.2 The bidder is expected to examine carefully the contents of the Bidding documents. Failure to comply with the requirements of bid submission will be at the bidder's own risk. Pursuant to Clause 28, bids, which are not substantially responsive to the requirements of the bidding documents, will be rejected.

10. CLARIFICATION OF BIDDING DOCUMENT:

10.1 A prospective bidder requiring any clarification of the bidding documents may notify the Employer in writing or by fax (hereinafter the term "fax" is deemed to include electronic transmission such as facsimile, cable and telex) at the Employer's address indicated in the Invitation for Bids. The Employer will respond to any request for clarification, which it receives earlier than **Three** days prior to dead line for submission of bids or latest on day of pre bid meeting. Copies of the Employer's response, including a description of the inquiry, will be forwarded to all purchasers of the bidding documents.

11. AMENDMENTS OF BIDDING DOCUMENTS:

- 11.1 At anytime prior to the deadline for submission of bids, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents pursuant to Sub-Clause 9.1, and shall be communicated in writing or by fax to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by fax to the Employer.
- 11.3 To afford prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer may extend the deadline for submission of bids, in accordance with Clause 23.

C. PREPARATION OF BIDS

12. LANGUAGE OF BID:

The bid, and all correspondence and documents, related to the bid, exchanged between the bidder and the Employer shall be written in the English language. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the bid the English translation shall prevail.

13. DOCUMENTS COMPRISING THE BID:

13.1 The bid submitted by the bidder shall comprise two envelopes submitted simultaneously, one containing only the technical proposal and the other the price proposal.

13.2 The technical proposal shall contain the following:

- (i) Bid Form for Technical Proposal and Appendix to Technical Proposal;
- (ii) Power of Attorney
- (iii) Information on Qualification
- (iv) Confirmation of Eligibility
- (v) Schedule of Major items of equipment
- (vi) Schedule of Major items of Constructional plant
- (vii) Schedule of Key Personnel
- (viii) Schedule of Sub contractors
- (ix) Schedule of Recommended spare parts
- (x) Schedule of compliance with the bidding documents
- (xi) Any other material required to be completed and submitted by bidders in accordance with these instructions to bidders
- (xii) Form of Bid Security (Vol.II)
- (xiii) Unit process design – sizing, layout.
- (xiv) And all other information applicable and asked for in the bid forms and schedules furnished in the bidding document.

13.3 The price proposal shall contain the following;

* SCHEDULE B - Grand Summary

14. BID FORM & PRICE SCHEDULES:

14.1 The Bidder shall complete the Bid Forms and schedules furnished in the bidding documents in the manner and detail indicated therein, following the requirements of Clauses 15 and 16.

15. BID PRICES:

15.1 Unless specified otherwise in Employer's Requirements, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation and completion of the facilities.

This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc. operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the Conditions of Contract.

- 15.2 Bidders shall give a breakdown of the prices, in the manner and detail called for in the schedules of prices
- 15.3 In the Schedules, Bidders shall give the required details and a breakdown of their prices, including all taxes, duties, levies and charges payable in the Employer's country.
- (a) Design including all necessary drawings and documentation for the Work;
 - (b) Plant and equipment to be supplied from outside the employer's country shall be quoted.
 - (c) Plant and equipment manufactured or fabricated shall be quoted on an EXW (ex factory, ex works, ex warehouse or off the shelf as applicable) basis and shall be inclusive of all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the facilities. In addition value added taxes and sales taxes shall be indicated separately.
 - (d) Civil Works, Installation and Other Services shall be quoted separately and shall include rates or prices for all labor, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, including local transportation, operations and maintenance services, the provision of operations and maintenance manuals, training etc. where identified in the bidding documents, as necessary for the proper execution of the Civil Works, Installation and Other Services.

15.4 Prices quoted by the bidder shall be firm. The price escalation will not be given:

16. BID CURRENCIES:

- 16.1 Prices shall be quoted in the following currencies:
- (a) The prices shall be quoted in Indian currency only.

17. BID VALIDITY:

- 17.1 Bids shall remain valid for a period of 180 days after the date of opening of technical proposals specified in Sub-Clause 26.1
- 17.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by cable. A bidder may refuse the request without forfeiting its bid security. A bidder agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its bid security for the period of the extension, and in compliance with Clause 18 in all respects.

18. BID SECURITY:

- 18.1 The bidder shall furnish, as part of its bid with the Technical proposal, a bid security in the amount of prescribed in Appendix to Bid.
- 18.2 The bid security shall, at the bidder's option, be in the form of either Demand Draft or FDR or Bank Guarantee from a Scheduled (Except co-operative) bank in India. The format of the bank guarantee shall be in accordance with the sample form of bid security included in Volume II and it shall be in favour of Secretary, APMC-Rajula. The bid security shall remain valid for 28 days beyond the original validity period for the bid, and beyond any period of extension subsequently requested under Sub-Clause 17.2.
- 18.3 Any bid not accompanied by an acceptable bid security shall be rejected by the Employer as non-responsive.
- 18.4 The bid securities of unsuccessful bidders will be returned as promptly as possible, after the expiration .of the period of bid validity.
- 18.5 The bid security of the successful bidder will be returned when the bidder has signed the Contract Agreement and furnished the required performance security.
- 18.6 The bid security may be forfeited
 - (a) If the bidder withdraws its bid, except as provided in Sub-Clauses 25.1 and 30.2.
 - (b) If the bidder does not accept the correction of its bid price, pursuant to Sub-Clause 36.2; or
 - (c) In the case of a successful bidder, if it fails within the specified time limit to
 - (i) Sign the Contract Agreement, and
 - (ii) Furnish the required performance security

19. ALTERNATIVE PROPOSALS BY BIDDERS:

- 19.1 No alternative offer will be accepted.

20. PRE-BID MEETING:

As on date given in bid document.

D. SUBMISSION OF BIDS

- **METHOD OF TENDERING:**

1. If the tender is uploaded by an individual, it shall be digitally signed by the individual.
2. If the tender is uploaded by a proprietary firm, it shall be digitally signed by the proprietor.
3. If the tender is uploaded by a firm, in partnership, it shall be digitally signed by all the partners of the firms or alternatively by a partner holding power of attorney for the firm in which case a certified copy of the power of attorney shall accompany the tender, a certified copy of the partnership deed, full name, current address of the firm, current addresses of all the partners of the firm shall also accompany the tender.
4. If the tender is uploaded by a limited company or a corporation, it shall be digitally signed by a duly authorized person holding the powers of attorney for signing the tender. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the contract is awarded. They should also furnish Articles of Memorandum of Association.
5. Each bidder shall submit only one bid for the particular work. A bidder who submits more than one bid in the particular work will be disqualified.
6. **The joint Venture:** Joint Venture is not allow.
7. In case at time of tender uploading, if any of the above information has changed then the tenderer shall correct the same by making the modification in his personal profile.

E. OPENING & EVALUATION OF TECHNICAL PROPOSAL

26. OPENING OF TECHNICAL PROPOSAL:

OPENING OF TENDERS

The Designated Officer of APMC will open the E-Tender on **date and time prescribed above**, onwards if possible in his office at the address specified in the Tender Notice. The intending Bidders, if they wish may participate in online Tender opening process and view the result on <https://tender.nprocure.com> To participate in online tender opening, bidder will have to log in with his user ID and password and click on "Mark my attendance button" to view Tender result. For more details please refer "Vendor Training Manual."

1. Opening of Technical Bid:

The designated officer of APMC will open technical bid First if applicable at the address specified in the Tender Notice. The evaluation of Technical Bid will be done.

2. Opening of Price Bid :

The price Bid of ONLY qualified bidders shall be opened as decided here after.

(1) The designated Officers of APMC will open each price bid on the date and time mentioned in the Tender or time and date pre-intimated to qualified bidders on and the print out of total amount quoted in the tender along with rate quoted for each item in the Bid Schedule and the condition if any put forth by the Bidder. The Bidder can see his price bid as well as other Bidders' entire price Bid who have participated in the E-Tender. The schedule- B will be accessible up to 24 hours from the date and time of Tender opening for security reasons. For future reference, Bidders are requested to save or take print out of the same data.

All Tenders will be opened online. Irrespective of the presence of the Bidder

- 26.1 The Employer will open the technical proposals, including modifications made pursuant to Clause 25, in the presence of bidders' representatives who choose to attend; On Mention Date & Time at the office of the Secretary, APMC-Rajula, Dist. - Amreli (Gujarat) India. The bidders' representatives who are present shall sign a register evidencing their attendance.
- 26.2 The price proposals will remain unopened and will be held in the custody of the Employer until the time of bid opening of the price proposals. The time and date and location of the bid opening of the price proposals will be advised in writing or by fax by the Employer and will follow the receipt of approval by the competent authority of the evaluation of the technical proposals.
- 26.3 Envelopes marked "WITHDRAWAL" shall be opened and read out first Bids for which an acceptable notice of-withdrawal has been submitted pursuant to Clause 25 shall not be opened.

26.4 The bidders' names, bid modifications and withdrawals, such other details, as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening. The bidders' representatives will be required to sign this record.

26.5 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 26.4.

27. PROCESS TO BE CONFIDENTIAL:

27.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process. Any effort by a bidder to influence the Employer's processing of bids or award decisions may result in the rejection of the bidder's bid.

28. PRELIMINARY EXAMINATION OF TECHNICAL PROPOSAL:

28.1 The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the required security is included, and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or other criteria specified in the bidding documents will be rejected by the Employer and not included for further consideration.

29. EVALUATION & COMPARISON OF TECHNICAL PROPOSAL

29.1 The Employer will carry out a detailed evaluation of the bids in order to determine whether the technical aspects are substantially responsive to the requirements set forth in the bidding documents. In order to reach such a determination, the employer will examine the information supplied by the bidders and other requirements in the bidding documents, taking into account the factors mentioned in clause 5.3, on a pass or fail basis:

30. CLARIFICATION OF TECHNICAL PROPOSALS AND CONTACTING THE EMPLOYER:

30.1 The Employer may conduct clarification meetings with each or any Bidder to discuss any matters, technical or otherwise, where the Employer requires amendments or changes to be made to the Technical Proposal.

30.2 Where amendments or changes are required by the Employer; bidders will be requested in writing to adjust their proposals accordingly and submit a supplementary price proposal within **15 days** on intimation. The supplementary price proposal should only contain the changes in price resulting from the changes in the technical proposals. Bidders should note that, if the Employer, during the evaluation of the price proposals, considers that the changes in price are unrealistic in comparison with the original price proposal, the bid is liable to be rejected. Bidders not wishing to change their technical proposals may withdraw from the bidding process and their price proposals will be returned unopened.

30.3 The Bidder shall seal the original supplementary price proposal in and one copy in an inner and outer envelope clearly marking as: "ORIGINAL- SUPPLEMENTARY PRICE PROPOSAL".

30.4 The inner and outer envelope shall be addressed and bear the name of Contract and Bid Reference Number as specified in Sub-Clause 22.3.

- 30.5 Supplementary price proposals, which are not received in the time required by the Employer, will result in the rejection of the bid.
- 30.6 Any effort by the bidder to influence the employer in the Employer's evaluation of technical proposals, bid comparison or the Employer's decisions on acceptance or rejection of bids may result in the rejection of the bidder's bid.

31 INVITATION TO ATTEND OPENING OF PRICE PROPOSALS:

- 31.1 At the end of the evaluation of the technical proposals and after receiving the approval from competent authority, the Employer will invite bidders who have submitted substantially responsive technical proposals to attend the bid opening of the price proposals. Bidders shall be given reasonable notice of the price proposal bid opening.
- 31.2 After receiving the approval of competent authority, the Employer will notify Bidders that have been rejected on the grounds of being substantially non-responsive to the requirements of the bidding documents in writing and return the unopened price proposal.

F. OPENING AND EVALUATION OF PRICE PROPOSALS

32 OPENING OF PRICE PROPOSALS:

- 32.1 The Employer will open the price proposals and, if provided, the supplementary price proposals of all bidders who submitted substantially responsive technical proposals and the time and date at the location to be advised to the bidders. The bidder's representatives who are present shall sign a register evidencing their attendance.
- 32.2 The bidder's names, the Bid Prices including Supplementary Price Proposals, the total amount of each bid, any discounts, the presence or absence of bid security and such other details as the Employer may consider appropriate, will be announced and recorded by the Employer at the opening. The bidder's representatives will be required to sign this record.
- Any bid price or discounts not read out and recorded at bid opening shall not be considered in bid evaluation.
- 32.3 The Employer shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with Sub-Clause 32.2.

33. PROCESS TO BE CONFIDENTIAL

- 33.1 Information relating to the examination, clarification, evaluation and comparison of bids and recommendation for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced. Any effort by a bidder to influence the Employer's, processing of bids or award decisions may result in the rejection of the bidder's bid.

34 CLARIFICATION OF PRICE PROPOSALS AND CONTACTING THE EMPLOYER:

- 34.1 To assist in the examination, evaluation and comparison of price proposals, the Employer may, at its discretion, ask any bidder for clarification of its bid. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 36.
- 34.2 Subject to Sub-clause 34.1, no bidder shall contact the employer on any matter relating to its bid from the time of opening of price proposals to the time the contract is awarded. If the bidder wishes to bring additional information to the notice of the Employer, it should do so in writing.
- 34.3 Any effort by the bidder to influence the Employer in the Employer's evaluation of price proposals, bid comparison or contract award decisions may result in the rejection of the bidder's bid.

35 PRELIMINARY EXAMINATION OF PRICE PROPOSALS AND DETERMINATION OF RESPONSIVENESS:

- 35.1 The Employer will examine the bids to determine whether they are complete, whether the documents have been properly signed, whether the required security is included, whether the bids are substantially responsive to the requirements of the bidding documents; and whether the bids provide any clarification and/or substantiation that the Employer may require pursuant to Clause 34.

35.2 A substantially responsive bid is one which conforms to all the terms, conditions and requirements of the bidding documents, without material deviation or reservation and includes the amendments and changes, if any, requested by the Employer during the evaluation of the bidder's technical proposal.

35.3 If a price proposal is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

36 CORRECTION OF ERRORS

deleted

37 ~~CONVERSION TO SINGLE CURRENCY: NOT APPLICABLE~~

38 EVALUATION AND COMPARISON OF PRICE PROPOSAL:

38.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with Clause 35.

38.2 Evaluation will be done on the total bid price inclusive of all taxes and duties.

38.3 The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in the Schedule of Prices, the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in Sub-Clause 38.4 and in the Employer's Requirements.

- (a) The additional price, if any, reflected in the supplementary price proposal. If the price stated is not realistic the bid is liable to be rejected,
- (b) Compliance with the time schedule called for in the Appendix to Price Proposal and evidenced as needed in a milestone schedule provided in the bid;
- (c) The functional guarantees of the facilities offered against the specified performance criteria of the plant and equipment; and

38.4 Pursuant to Sub-Clause 38.3, the following evaluation methods will be followed:

- (a) **Time Schedule:** The plant and equipment covered by this bidding are required to be shipped, installed and the facilities completed within the period specified in Sub-Clause 1.2 and the Appendix to Technical Proposal. Bidders submitting bids that deviate from the time schedule specified will be rejected.
- (b) deleted
- (c) **Functional Guarantee of the facilities:**
 - (i) Bidders shall state the functional guarantees (e.g. performance, efficiency, consumption) of the proposed facilities in response to the Employer's Requirements. Plant and equipment offered shall have a minimum (or a maximum, as the case may be) level of functional guarantees specified in the Employer's Requirements to be considered responsive. Bids offering plant and equipment with functional guarantees less (or more) than the minimum (or maximum) specified shall be rejected.

(d) Work, services, facilities etc., to be provided by the Employer:

Where bids include for the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the bidding documents, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price *for* evaluation; and

- 38.5 (a) Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by Bidders shall remain unaltered.
- (b) The Employer reserves the right to accept or reject any variation or deviation. Variations, deviations, and other factors which are in excess of the requirements of the bidding documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in bid evaluation.
- (c) The estimated effect of the price adjustment provisions of the Conditions of Particular Application, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
- (d) If the bid of the technically qualified bidder is substantially below the Employer's estimate for the contract, the Employer may require the bidder to produce detailed price analyses to demonstrate the internal consistency of those prices. After evaluation of the price analysis, the Employer may require that the amount of the performance security set forth in Clause 44 be increased at the expense of the successful bidder to a level sufficient to protect the Employer against financial loss in the event of default of the successful bidder under the Contract. However, if employer feels that with substantially lower quotation, the desired quality of work is not possible, than it is at the discretion and right of employer to reject or to consider such price offer. Under such circumstances, the second lowest bidder shall be called for negotiation.

39 DOMESTIC PREFERENCE: NOT APPLICABLE

G. AWARD OF CONTRACT

40 AWARD:

Subject to Clause 41, the Employer will award the Contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the Lowest Evaluated Bid Price, provided that such bidder has been determined to be (i) eligible in accordance with the provisions of Clause 3; and (ii) qualified in accordance with the provisions of Clause 5.

41 EMPLOYER'S RIGHT TO ACCEPT ANY BID OR TO REJECT ANY OR ALL BIDS:

Not with standing Clause 40, the Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the Employer's action.

42 NOTIFICATIONS OF AWARD:

42.1 Prior to expiration of the period of bid validity prescribed by the Employer, the Employer will notify the successful bidder by fax, confirmed by registered letter, that its bid has been accepted. This letter (hereinafter and in the Conditions of Contract called the "Letter of Intent") shall name the sum which the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called "the Contract Price").

42.2 The notification of award will constitute the formation of the Contract.

42.3 Upon the furnishing by the successful bidder of a performance security, the Employer will promptly notify the other bidders that their bids have been unsuccessful and issue "Notice to proceed to successful bidder."

43 SIGNING OF CONTRACT AGREEMENT:

43.1 At the same time that he notifies the successful bidder that its bid has been accepted, the Employer will send the bidder the Form of Contract Agreement provided in the bidding documents, incorporating all agreements between the parties.

43.2 Within 3 days of receipt of the Form of Agreement, the successful bidder shall sign the Form and return it to the Employer.

44 PERFORMANCE SECURITY:

44.1 Within 3 days of receipt of the notification of award from the Employer, the successful bidder shall furnish to the Employer a performance security in an amount of 5 (Five) percent of the Contract Price and 5% retention money will be deducted from running account bill in accordance with the Clause GC-10 & GC- 37 of Conditions of Contract. The form of performance security provided in Volume III of the bidding documents shall be used.

44.2 Failure of the successful bidder to comply with the requirements of Clauses 43 or 44 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security.

45 CORRUPT OR FRAUDULENT PRACTICES:

45.1 The PS requires that bidders/ suppliers/ contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy:

- (a) Defines for the purposes of this provision, the terms set forth below as follows:
 - (i) "corrupt practices" means behavior on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the borrower of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded

If at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing the contract.

APPENDICES

APPENDIX – A

EACH MEMBER OF THE CONSORTIUM SHOULD GIVE ALL THE DETAILS FOR EACH OF THE FOLLOWING APPENDICES.

Sr.No.	Name of the Consortium Member	Role of the Member	Equity Stake in Project.

Signature of Contractor

Name of the Contractor

Date

Stamp of Company

APPENDIX - C**FINANCIAL INFORMATION**

Year	Annual Turnover in Rs. Lakhs			Net worth	Net Cash Accruals In Rs. Lakhs
	Building Project	Other Projects	Total	In Rs. Lakhs	
1	2	3	4	5	6

Signature of Contractor**Name of the Contractor****Date****Stamp of Company**

APPENDIX – D**EXPERIENCE OF THE CONSTRUCTION OF SIMILAR NATURE IN SINGLE CONTRACT IN LAST THREE YEARS
AS MAIN CONTRACTOR MINIMUM REQUIREMENT 1 NO. OF PROJECT**

The value of work should not be less than Rs. _____ lakh

Sr. No	Name of Scheme	Details of Component	Name of Client with address, contact number and fax no.	Total built up area	Delay in Months from Scheduled Completion Time	Whether Project Under Litigation (Yes / No.) & reasons thereof

Signature of Contractor

Name of the Contractor

Date

Stamp of Company

APPENDIX – L**WORKS FOR WHICH BIDS ALREADY SUBMITTED**

Description of work	Place and state	Estimated Value of works Rs. In Lacs	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6

Signature of Contractor**Name of the Contractor****Date****Stamp of Company**

APPENDIX – N**Key Technical personnel & Project Manager Competence and Qualification
(Experience in Year)**

Team	Name of person	Qualification	Experience in Years (In Required status)
Project Manager			
Civil Engineer			

Note:

Please give required details in curriculum vitae (Appendix N1) for each team members

APPENDIX – N1**Key Technical Personnel & Project Manager Competence and qualification
CURRICULUM VITAE**

Sr.No	Details		
1.	Name		
2.	Age		
3.	Qualifications		
4.	Experience in Project Related field.		
5.	Other experience		
6.	Employment Record.		
Sr. No.	Period From To	Organization	Status

Note:

The contractor's project Team should consist of persons in the following disciplines.

other civil engineering works;

project management;

APPENDIX – O**DETAILS OF PLANT & EQUIPMENT OWNED BY THE CONTRACTOR**

Name of Plants / Equipments	Make of Plants / Equipments	Details of the RTO registration	Cost of Plants / Equipment	Location where the Plants / Equipment located

Application Form (1)**General Information**

All individual firms and each partner of a consortium applying for qualification are requested to complete the information in this form. Nationality information to be provided for all owners or applicants who are partnerships or individually-owned firms.

Where the Applicant proposes to use named subcontractors for critical components of the works, or for work contents in excess of 10 percent of the value of the whole works the following information should also be supplied for the specialist subcontractor(s).

1.	Name of Firm: -	
2.	Head office address: -	
3.	Telephone: -	Contact
4.	Fax: -	Telex
5.	Place of incorporation/registration: -	Year of incorporation/ registration
	<u>Nationality of owners</u>	
	Name	Nationality
1.		
2.		
3.		
4.		
5.		

Name of Bidders officers / Persons to be contacted			
Name.	Address	Phone Nos.	Fax.

Application Form (1A)

- **Structure and Organization**

The applicant is a. an individual b. proprietary firm c. firm in partnership d. Limited Company or Corporation e. group of firms/consortium (if yes, give completion information in respect of each partner)	
Attach the Organization Chart showing the structure of the organization including the names of the Directors and position of officers	
1. Number of years of experience :	
as a Prime Contractor (contractor shouldering major responsibility in own country other countries (specify country)	
2. in a consortium in own country other countries (Specify country)	
3. as a sub-contractor (specify main contractor) in own country other countries (Specify country)	
4. Name and address of any associates the applicant has in India (in case the applicant happens to be from foreign country) who are knowledgeable in the procedures of customs, immigration, taxes and other information necessary to do the work.	
For how many years has your organization been in business of similar work under its present name? What were your fields when your organization was established? Whether any new fields were added in your organization? And if so, when?	
5. Were you ever required to suspend construction for a period of more than six months continuously after you started? If so, give the name of project and give reasons therefore.	
6. Have you ever left the work awarded to you incomplete? If so, give name of project and reasons for not completing work.	
7. In which fields of civil engineering construction do you claim specialization and interest?	

8. Give details of your experience in mechanized cement concrete and in modern concrete technology for manufacture and quality control.	
9. Give details of your experience in using heavy earth moving equipment and quality control in compaction of soils.	
10. Give details of Building constructed	

SECTION II

PART 1

GENERAL CONDITIONS OF CONTRACT

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GC-01 DEFINITIONS AND INTERPRETATIONS:

- 1.0 In the contract (as hereinafter defined) the following words and expressions shall, unless repugnant to the subject or context thereof, have the following means as signed to them.
- 1.1 The "Owner/APMC" shall mean APMC-Rajula and shall include its Secretary or other Officers authorized by the APMC and also include owner's successors and assignees.
- 1.2 The "Contractor" shall mean the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractors legal representative, his successors and permitted assigned.
- 1.3 The "Developer" shall mean the "Contractor" responsible for execution of work.
- 1.4 The "Engineer-In-Charge" shall mean the person designated as such by the owner from time to time and shall include those who are expressly authorized by the APMC to act for and on its behalf for all functions pertaining to the operation of this contract.
- 1.5 Engineer-In-Charge's Representative shall mean any resident Engineer or Assistant to the Engineer-In-Charge appointed from time to time by the owner to perform duties set forth in the Tender Document whose authority shall be notified in writing to the Contractor by the Engineer-In-Charge.
- 1.6 "Tender" – the offer or proposal of the Tenderer submitted in the prescribed form setting for the prices for the work to be performed, and the details thereof.
- 1.7 "Contract Price" shall mean total money payable to the Contractor under the contract.
- 1.8 "Addenda" shall mean the written or graphic notices issued prior to submission of tender which modify or interpret the contract documents.
- 1.9 "Contract Time" – the time specified for the completion of work.
- 1.10 "Contract" shall mean agreement between the parties for the execution of works including therein all contract documents.
- 1.11 "Contract Document" shall mean collectively the tender documents, designs, drawings, specifications, agreed variations, if any and such other documents constituting the tender and acceptance thereof.
- 1.12 "The Sub-Contractor" shall mean 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 representative successors and permitted assignee of such person, firm or company.
- 1.13 The "Specifications" shall mean all directions, the various Technical Specifications, provisions and requirements attached to the contract which pertains to the method and manner of performing the work, to the quantities and qualities 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 Standard Institute Specification relative to the particular work or part thereof, so far as they are not contrary to the Tender specifications and in absence of any other Country applied in Indian as a matter of standard engineering practice and approved in writing by the Engineer-In-Charge with or without modification.
- 1.14 The "Drawings" shall include maps, plans, tracings, or prints thereof with any modification approved in writing by the Engineer-In-Charge and as 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.
- 1.15 The "Work" shall mean the works to be executed in accordance with the contract 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 materials,

- equipment and labour required for or relative or incidental to or in connection with the commencement, performance and completion of any work and / or incorporation in the work.
- 1.16 The "Permanent Work" shall mean works which will be incorporated in and form part of the work to be handed over to the owner by the Contractor on completion of the contract.
- 1.17 The "Temporary Work" shall mean all temporary works of every kind required in or about the execution, completion and maintenance of the work.
- 1.18 "Site" shall mean the land and other places, on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the APMC for the purpose of the contract together with any other places designated in the contract as forming part of the site.
- 1.19 The "Construction Equipment" shall mean all appliances / equipment of whatever nature required in or for execution, completion or maintenance of works or temporary works (as herein before defined) but does not include materials or other things intended to form or forming part of the permanent work.
- 1.20 "Notice in writing or written Notice" shall mean a notice written, typed or in printed form delivered personally or sent by Registered Post to the last known private or business address or Registered Office of the Contractor and shall be deemed to have been received in the ordinary course of post it would have been delivered.
- 1.21 The "Alteration / variation order" shall mean an order given in writing by the Engineer-In-Charge to effect additions or deletions from or alterations in the work.
- 1.22 "Final Test Certificate" shall mean the final test certificate issued by the owner within the provisions of the contract.
- 1.23 The "Completion Certificate" shall mean the certificate to be issued by the Engineer-In-Charge when the work has been completed and tested to his satisfaction.
- 1.24 The "Final Certificate" shall mean the final certificate issued by the Engineer-In-Charge after the period of defects liability is over and the work is finally accepted by the owner.
- 1.25 "Defects Liability Period" shall mean the specified period between the issue of Completion Certificate and the issue of final certificate during which the Contractor is responsible for rectifying all defects that may appear in the works.
- 1.26 "Approved" shall mean approved in writing including subsequent confirmation in writing of previous verbal approval and "Approval" means approved in writing including as aforesaid.
- 1.27 "Letter of Acceptance" shall mean intimation by a letter to tenderer that his tender has been accepted in accordance with the provisions contained therein.
- 1.28 "Order" and "Instructions" 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.
- 1.29 "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 supply of non-perishable materials to be incorporated in the work.
- 1.30 "Security Deposit" shall mean the deposit to be held by the owner as security for the due performance of the contractual obligations.
- 1.31 The "Appointing Authority" for the purpose of Arbitration shall be the Secretary, APMC-Rajula.
- 1.32. "Retention Money" shall mean the money retained from R.A. Bills for the due completion of the "Late Works".

- 1.33 Unless otherwise specifically stated, the masculine gender shall include the feminine and neuter genders and vice-versa and the singular shall include the plural and vice-versa.

GC-02 LOCATION OF SITE AND ACCESSIBILITY:

The work is to be carried out in required plot area of sites. Non-availability of access roads shall in no case be the cause to condone delay in the execution of the work and no claim or extra compensation will be paid. The work is to be carried out in residential area.

GC-03 SCOPE OF WORK:

The scope of work is defined broadly in the special conditions of contract and specifications. The Contractor shall provide all necessary materials, equipment and labour etc. for the execution and maintenance of the work. All material that go with the work shall be approved by the Engineer-In-Charge prior to procurement and use.

Power Supply:

The Contractor shall make his own arrangement for power supply during installation.

Land for Contractor's Field Office, Godown Etc.:

Owner will not be in a position to provide land required for Contractor's field office, godown, etc. The Contractor shall have to make his own arrangement for the same.

GC-04 RULING LANGUAGE:

The language according to which the contract shall be construed and interpreted shall be English. All entries in the contract document and all correspondence between the contractor and the APMC or the Engineer-In-Charge shall be in English/Gujarati. All dimensions for the materials shall be given in metric units only.

GC-05 INTERPRETATION OF CONTRACT DOCUMENT:

1. The provision 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 have 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 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 shown on the drawings.
3. The headings and the marginal notes to the clause of these General Conditions of Contract or to the specifications or to any other part of tender documents are solely for the purpose of giving a concise indication and not a summary of contents thereof. They shall never be deemed to be part thereof or be used in the interpretation or construction of the contract.
4. Unless otherwise states specifically, in this contract documents the singular shall include the plural and vice-versa wherever the context so requires. Works imparting persons shall include relevant Corporations / Body of individual / firm of partnership.
5. Notwithstanding the sub-division of the documents into separate section 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 at variance with any provisions of the Special Conditions of Contract, then, unless a different intention appears, the provisions of the special conditions of contract shall be deemed to over ride the provisions of General Conditions of Contract to the extent of each repugnancy of variance.
7. The materials, design, and workmanship shall satisfy the relevant ISS, and codes referred to. If additional requirements are shown in the specifications, the same shall be satisfied over and above ISS and other codes.
8. If the specifications mention that the Contractor shall perform certain work or provide certain facilities, it shall mean that the Contractor shall do so at his own cost.
9. **Contractor to Collect His Own Information -**
The details given in the tender are arranged making necessary investigations for framing an estimate. However, when the work is being executed, changes in soil conditions are likely to be met with in view of the formation of soil, strata in Rajula District. It is, therefore, desirable that the Contractor makes his own investigations or additional investigations as may be required for correctly assessing the cost of different items of work and submit his tender accordingly. Any change in description or quantity of an item 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 know the scope, nature and magnitude of the work and the requirements of materials and labour involved and as to whatever work he has to complete in accordance with the contract. The Contractor is expected to visit the site and surroundings to satisfy himself as to the nature of all existing structures, if any, and also as to the nature and the conditions of railways, roads, bridges and culverts, means of transport and communications whether by land, air or water and as to possible interruptions thereto and the access and gross from the site, to have examined and satisfied himself as to the sites for obtaining sand, stones, bricks and other materials, the site for disposal of surplus materials, the available accommodation and make such enquiries as may be necessary for executing and completing the work, to have local enquiries as to the sub-soil, subsoil water and variation thereof, storms, prevailing winds, climatic conditions and all other similar matters, effecting work. He is expected to be familiar with his liability for payment of Government taxes, customs and excise duty, octroi and other charges etc. in contract with the execution of this contract.

GC-06**CONTRACTOR TO UNDERSTAND HIMSELF FULLY:**

The Contractor by tendering shall be deemed to have satisfied himself, as to all considerations 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 according to his own view on these matters and to have understood 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, however, obtained.

GC-07**ERRORS IN SUBMISSIONS:**

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-In-Charge or not.

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 otherwise provides for, cover all the Contractor's liabilities and obligations set forth or implied in the contract for the proper execution of the 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 figured dimensions in preference to scale and special conditions in preference to General Conditions. The special directions or dimensions given in the specifications shall supercede 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 work executed under this contract or as extra there upon, the same shall be explained by the Engineer-In-Charge and his explanation shall be subject to the final decision of the APMC in case reference be made to it, be binding upon the Contractor and the Contractor shall execute the work according to such explanation and without addition or to deduction from the contract price 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 the said specifications. In cases where no particular specifications are given for any article to be used under the contract, the relevant specifications of the Indian Standard Institution shall apply.

GC-10**PERFORMANCE GUARANTEE (SECURITY DEPOSIT):**

1. A sum of 5% of the accepted value of the tender shall be deposited by the tenderer (hereinafter called the contractor when tender is accepted) as security deposit with the owner for the faithful performance, completion and maintenance of the works in accordance with the contract documents and to the satisfaction of the Engineer-In-Charge and assuring the payment of all obligations arising from the execution of the contract. This shall be deposited in one of the forms mentioned below:
 - a. By a Demand Draft on the Rajula Branch of any Scheduled Bank except co-operative bank.
 - b. A Fixed Deposit Receipt of a Schedule Bank duly endorsed in favour of the "**APMC-RAJULA**"
 - c. In form of Bank Guarantee of any Scheduled Bank except Co-operative Bank in favour of "**APMC-RAJULA**" as per the draft given elsewhere in the tender document.
2. If the Contractor, sub-contractor or their employees shall break, deface or destroy any property belonging to the owner or other agency during the execution of the contract, the same shall be made good by the contractor at his own expense and in default thereof, the Engineer-In-Charge may cause the same to be made good by other agencies and recover expense from the Contractor (for which the certificate of the Engineer-In-Charge shall be final). This expense can be recovered from the security deposit if recovery from other sources is not possible. The amount as reduced in security deposit will be made good by deduction from the next RA Bill of the Contractor.

GC-11**INSPECTION OF WORK:**

1. The Engineer-In-Charge shall have full power and authority to inspect the work at any time wherever in progress either on the site or at the Contractor's or any other manufacturer's workshop or factories wherever situated and the Contractor shall afford to Engineer-In-Charge every facility and assistance to carry out such inspection, Contractor or his authorized representative shall, at all time during the usual working hours and all times when so notified, remain present to receive orders and instructions.

Orders given to Contractor's representative shall be considered to have the same force as if they had been given to the Contractor himself. Contractor shall give not less than ten (10) days notice in writing to the Engineer-In-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of the above, the same shall be uncovered at Contractor's expenses for carrying out such inspection or measurement.
2. The material shall be dispatched from Contractor's store on site of work before obtaining approval in writing of the Engineer-In-Charge. Contractor shall provide at all times during the progress of work and maintenance period of proper means of access with ladders, gangways, etc. and make necessary arrangement as directed for inspection or measurement of work by Engineer-In-Charge.
3. APMC-Rajula may deploy Third Party Inspection Agency for construction supervision and inspection of material on day-to-day basis. The cost of inspection charges will be borne by APMC- Rajula. The TPI Agency will act as an authorized agent of APMC- Rajula.

GC-12**DEFECT LIABILITY:**

1. Contractor shall guarantee the work for a period of 12 months from the date of issue of Completion Certificate. Any damage or defect that may arise or that may remain undiscovered at the time of issue of Completion Certificate connected in any way with the equipment or materials supplied by him or in the workmanship shall be rectified or replaced by Contractor at his own expense as desired by Engineer-In-Charge or in default Engineer-In-Charge may cause the same to be made good by other agency and deduct expenses of which the certificate of Engineer-In-Charge shall be final from any sums that may then or any time thereafter become due to Contractor or from his security deposit or the proceeds of sale thereof or of a sufficient portion thereof.
2. From the commencement to completion of work Contractor shall take full responsibility for the care of the work including all temporary works and in case any damages, occur from any cause whatsoever he shall at his own cost, repair and make good the same so that on 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
 - a) Decide that any work done or materials used by the Contractor are defective or not in accordance with the contract or that work or any portion thereof is defective or do not fulfill the requirements of contract (all such materials being herein after called defects in this clause) he shall, as soon as reasonably practicably, give notice to Contractor in writing of the said defect specifying particulars of the same then Contractor shall at his own expense and with all speed make good the defects so specified.
 - b) In case Contractor fails to do so, owner may take, at the cost of the Contractor, such stops as may in all circumstances be responsible to make good such defects. The expenditure so incurred by owner will be recovered from the amount due to Contractor. The decision of

Engineer-In-Charge with regard to the amount to be recovered from 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 effectively 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-In-Charge and in the event of any deviation being ordered, which in the opinion of the Contractor changes the original nature of the contract, he shall nevertheless carry it out and any disagreement as to the nature of the work and the rate to be paid to thereof shall be resolved.

The time of completion of works shall, in the event of any deviations being ordered resulting in additional cost or reduction in cost over the contract sum, be extended or reduced reasonably by the Engineer-In-Charge. The Engineer-In-Charge's decision in the case shall be final and binding.

GC-14 PROGRAMME:

The time allowed for execution of works shall be the essence of the contract. The contract period shall commence from the date of notice of intimation to proceed. The tenderer at the time of submitting his tender shall indicate in the construction schedule his programme of execution of work commencement with the total time specified. The Contractor shall provide the Engineer-In-Charge a detailed programme of time schedule for execution of the works in accordance with the specifications and the completion date. The entire programme 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-In-Charge upon scrutiny of such submitted programme by Contractor, shall examine suitability of it to the requirement of contract and suggest modifications, if found necessary.

GC-15 SUB-LETTING OF WORK:

No part of the contract nor any share of interest thereon shall in any manner or degree be transferred, assigned or sublet by the Contractor directly or indirectly to any person, firm or Corporation whosoever except as provided for in the succeeding sub-clause, without the consent in writing of the owner.

GC-16 SUB-CONTRACTS FOR TEMPORARY WORKS ETC.:

The owner may give written consent to sub-contractors for execution of any part of the works at the site, being entered upon the contractor provided each individual contract is submitted to the Engineer-In-Charge before being entered into and is approved by him. List of sub-contractors to be supplied.

Notwithstanding any subletting with such approval as aforesaid and notwithstanding the Engineer-In-Charge shall have received of any sub-contractors, the Contractor shall be and shall remain solely responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of contract in all respects as if such

subletting or subcontracting had not taken place and as if such works had been done directly by the Contractor.

GC-17 **TIME FOR COMPLETION:**

1. The work covered under this contract shall be commenced from the date the Contractor is served with a notice to proceed with the work and 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 GC-18 "Extension of Time", the Contractor shall pay liquidated damages 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 programme in consultation with the Engineer-In-Charge soon after the agreement and the work shall be strictly executed accordingly.
The time for construction includes, the time required for testing, rectifications, if any, retesting and completion of the work in all respects to the entire satisfaction of the Engineer-In-Charge except the items which are not coming in the way to commission the project.

GC-18 **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 APMC in supplying the materials or equipment, it has undertaken to supply under the contract or from delays on the quantity of work to be done under the contract, or force measure an appropriate extension of time will be given by the APMC. The Contractor shall request for such extension within one month of the cause of such delay and in any case before expiry of the contract period.

GC-19 **CONTRACT AGREEMENT:**

The successful tenderer shall enter into and execute the contract agreement within 10 (ten) days of the notice of award, in the form shown in tender documents with such modifications as may be necessary in the opinion of the APMC. It shall be incumbent on the Contractor to pay the stamp duty and the legal charges for the preparation of the contract agreement.

GC-20 **LIQUIDATED DAMAGES:**

If the Contractor fails to complete the work in time limit, **he shall pay liquidated damages at the rate of 0.10% per day and maximum upto 10% of total contract value.**

GC-21 **FORFEITURE OF SECURITY DEPOSIT:**

Whenever any claim against the Contractor for the payment of a sum of money out of or under the contract arises, the APMC 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. The Contractor shall pay to the owner on demand any balance remaining due.

GC-22 ACTION OF FORFEITURE OF SECURITY DEPOSIT:

In any case in which under any Clause or Clauses of the contract, the Contractor shall committed a breach of any of the terms contained in this contract, the owner 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 recession notice in writing to the contractor under the hand of the owner shall be conclusive evidence) in which case the security deposit of the Contractor shall stand forfeited and be absolutely at the disposal of the owner.
- b) To employ labour 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% of 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 thereof as shall be unexecuted out of his hand and give it to another Contractor to complete, the same. 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 borne and paid by the original Contractor and shall be deducted from any money due to him by the owner 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 courses being adopted by the owner, the Contractor shall have no claims for compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any agreements or made any advance on account of or with a view to the execution of the work or the performance of the contract.

In purchase the Contractor shall not be entitled to recover or be paid any 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 owner putting in force the powers as stated in a, b, c, above vested in him under the proceeding clause, he may, if he so desires, take possession of all or any tools and plant, materials and stores in or upon the works 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. 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 in the event of the Contractor failing 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 or place of the sale and the certificate of Engineer-In-Charge as to the expense 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-23 COMPENSATION FOR ALTERATION IN OR RESTRICTION IN WORK:

If at any time from the commencement of the work, the owner shall for any reasons whatsoever not require the whole work or part thereof as specified in the tender to be carried out, the Engineer-In-Charge shall give notice in writing of the fact 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 the execution of the work in full but which he did not derive in consequence of full amount of the work not having been carried out. He also shall not have any claim for compensation by reasons of any alterations 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 owner 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 or business concern, such approval as aforesaid shall, likewise be obtained before Contractor enters into an 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 contravention of subletting clause hereof and the same action may be taken and the same consequence shall ensure as provided in the subletting clause.

GC-24 IN THE EVENT OF DEATH OF THE CONTRACTOR:

Without prejudice to any of the rights or remedies under the contract, if the Contractor dies, the owner shall have the option of terminating the contract without compensation to the Contractor.

GC-25 MEMBERS OF THE OWNER NOT INDIVIDUALLY LIABLE:

No official or employee of the owner shall in any way be personally bound or liable for the acts or obligation of the owner under the contract, or answerable for any default or omission in the observance or performance of any acts, matters or things, which are herein, contained.

GC-26 OWNER 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, promise or guarantees given or alleged to have been given to him by any person.

GC-27 CONTRACTOR'S OFFICE AT SITE:

The Contractor shall provide and maintain an office at the site with computer, printer, fax, internet etc. communication facilities for the accommodation of his agent and staff and such office shall remain open at all reasonable hours to receive information, notices or other communications.

GC-28 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, whom equipments, materials, if any, shall be issued and instructions for work given. The Contractor shall also provide to the satisfaction of Engineer-In-Charge sufficient and qualified staff, competent sub-agents, foreman and loading hands including those specially qualified by previous experience to supervise the type of works comprised in the contract in such manner as will ensure work of the best quality and expeditious working. If, in the opinion of the Engineer-In-Charge additional properly qualified supervision staff is considered necessary, it 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's agents, sub-agents, assistants, foreman or other employees shall, in the opinion of the Engineer-In-Charge, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the owner or Engineer-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 such person or persons from employment thereon. Any person or persons so removed shall not again be re-employed 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 expense 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 after approval of Engineer-In-Charge and shall bear all costs in connection therewith.
3. The Contractor shall be responsible for the proper behavior of all the staff, foreman, workmen and others and shall exercise proper control over them and in particular and without prejudice to the said generality, 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 owner of all consequent claims, actions for damages or injury or any other ground whatsoever. The decision of the Engineer-In-Charge upon any matter arising under this claim shall be final.
4. If and when required by the owner, the Contractor's personnel entering upon the owner's premises shall be properly identified by badges of a type acceptable to the owner which must be worn at all times on owner's premises.

GC-29 TERMINATION OF SUB-CONTRACT BY OWNER:

If any sub-contractor engaged upon the works at the site execute any work which in the opinion of Engineer-In-Charge is not accordance with the contract documents, the owner may by written notice to the Contractor request him to terminate such sub-contract and the Contractor upon the receipt of such notice shall terminate such sub-contracts and the latter shall forthwith leave the works, failing which, the owner shall have the right to remove such sub-contractors from the site.

No action taken by the owner under the above clause shall relieve the Contractor of his liabilities under the contract or give rise to any right to compensation, extension of time or otherwise.

GC-30 POWER OF ENTRY:

If the Contractor shall not commence the work in the manner previously described in the contract documents or if he shall at any time, in the opinion of Engineer-In-Charge –

- i) Fail to carry out works in conformity with the contract documents, or
- ii) Fail to carry out the works in accordance with the time schedule, or
- iii) Substantially suspend work or the works for a period of seven days without authority from 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 persists in any of the above-mentioned breaches of the contract for seven 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 owner shall have the power to enter upon the works and take possession thereof and of the materials, temporary works, constructional plant and stores therein and to revoke the Contractor's license to use the same and to complete the works by his agents, other Contractor or workmen, to relate the same upon any terms to such other person firm or Corporation as the owner 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 stores as aforesaid with making payments or allowance to the Contractor for the said materials other than such as may be certified in writing 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 loss or damage thereto. If the owner shall be reason of his taking possession of the works or of the work being got completed by other Contractor incurred excess expenditure 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 forthwith be made good and paid to the owner by the Contractor and the owner 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., consist constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of the proceeds of the sale.

GC-31**CONTRACTOR'S RESPONSIBILITY WITH THE OTHER CONTRACTOR AND AGENCIES:**

Without repugnance to any other conditions, it shall be the responsibility of the Contractor executing the work; to work in close co-operation and co-ordination with other Contractors or their authorized representatives and the Contractor will put a joint scheme with the concurrence of other contractors or their authorized representatives 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 bylaws of any local or duly constituted authorities or public bodies which may be applicable from time to time to works or any temporary works. The Contractor s shall keep the owner indemnified against all penalties and liabilities of every kind arising out of non-adherence to such statutes, ordinance, laws, rules, regulations etc.

GC-32 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-33 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-34 RIGHTS OF VARIOUS INTERESTS:

The employer reserves the right to distribute the work between more than one Contractors. 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. Whenever the work is being done by department of the owner or by other Contractor employed by the owner 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-35 PRICE ADJUSTMENTS:

No adjustment in price shall be allowed and no price escalation will be paid during the contract period.

GC-36 TERMS OF PAYMENT:

As per special conditions of contract.

GC-37 RETENTION MONEY:

- i) Pursuance to clause GC-36 (Terms of Payment) any on at money due to the Contractor for work done, APMC will hold as Retention money five (5) percent of the value of work. The retention money will not normally be due for payment until the completion of the entire work and till such period the work has been finally accepted by the APMC and a completion certificate issued by the APMC in pursuant to Clause-79 (Completion Certificate).

GC-38 PAYMENTS DUE FROM THE CONTRACTOR:

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

GC-39 CONTINGENT FEE:

- i) The Contractor warrants that he has not employed a person to solicit or secure the contract upon any agreement for a commission, percentage, and brokerage contingent fee. Breach of this warranty shall give the APMC the right to cancel the contract or to take any drastic measure as the APMC may deem fit. The warranty does not apply to

- commission's payable by the Contractor to establish commercial or selling agent for the purpose of securing business.
- ii) No officer, employer or agent of the APMC shall be admitted to any share or part of this contract or to any benefit that may rise there from.

GC-40 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 instructions given to him in writing by the Engineer-In-Charge in accordance with the contract, or shall contravene the provisions of the contract, the APMC 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 7 (seven) days of receipt, it shall be lawful for the APMC, without prejudice to any other rights the APMC may have under the contract, to terminate the contract for all or part of the works, and make any other arrangements it shall deem necessary to complete the work outstanding under the contract at the time of termination. In this event, the performance Bond shall immediately become due and payable to the APMC. The value of the work done on the date of termination and not paid for shall be kept as deposit for adjustment of excess expenditure incurred in getting the remaining work completed and the APMC shall have free use of any works which the Contractor may have at the site at the time of termination of the contract.

GC-41 DEFAULT OF CONTRACTOR:

- i) The APMC may upon written notice of default to the Contractor terminate the contract circumstances detailed as under:
- a) If in the opinion of the APMC, 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 APMC to the Contractor.
- b) If in the opinion of the APMC, the Contractor fails to comply with any of the other provisions of this contract.
- ii) In the event, the APMC terminates the contract in whole or in part as provided in Article GC-50 (Termination of the Contract) the APMC reserves the right to purchase upon such terms and in such manner as it may be deem appropriate, plant similar to one which is not supplied by the Contractor and the Contractor will be liable to the APMC for any additional costs for such similar plant and / or for liquidated damages for delay until such time as may be required for the final completion of works.
- iii) If this contract is terminated as provided in this paragraph GC-30 (Power of Entry) (1) the APMC in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the APMC.
- a) Any completed works
- b) Such partially completed information and contract rights as the Contractor has specifically produced or acquired for the performance of the contract so terminated.
- iv) In the event, the APMC does not terminate the contract as provided in the paragraph GC-50 (Termination of Contract) the Contractor shall continue performance of the contract, in

which case, he shall be liable to the APMC for liquidated damages for delay until the works are completed and accepted.

GC-42 BANKRUPTCY:

If the Contractor shall become bankrupt or insolvent or has a receiving order made against him, or compound with his creditors, or being the APMC commence to be wound up not being a member 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 APMC 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-41 (Default of Contractor) as though the last mentioned notice had been the notice referred to in such article or (b) to give such receiver, liquidator or other persons in whom the contract may become vested the option of carrying out the contract subject to his providing a satisfactory guarantee for the due and faithful, performance of the contract up to an amount to be agreed. In the event that the APMC terminates the contract in accordance with this article, the performance bond shall immediately become due and payable on demand to APMC.

GC-43 OWNERSHIP:

Works hand over pursuant to the contract shall become the property of the APMC 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-36 (Terms of Payment).

GC-44 DECLARATION AGAINST WAIVER:

The condonation by the APMC of any breach or breaches by the Contractor or an authorized sub-contractor of any of the stipulations and conditions contained in the contract, shall in no way prejudice or affect or be construed as a waiver of the APMC's rights, powers and remedies under the contract in respect of any breach or breaches.

GC-45 LAWS GOVERNING THE CONTRACT:

This contract shall be construed according to and subject to the laws of India and the State of Gujarat and under the jurisdiction of the Courts of Gujarat at Rajula.

GC-46 OVER PAYMENT AND UNDER PAYMENT:

Whenever any claim for the payment of a sum to the APMC arises out of or under this contract against the Contractor, the same may be deducted by the APMC 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 APMC (which may be available with the APMC, or from his retention money or he shall pay the claim on demand. The APMC reserves the right to carry out post payment audit and technical examinations of the final bill including all supporting vouchers, abstracts etc. The APMC further reserves the right to enforce recovery of any 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 figures in the arbitration

award. If as a result of such audit and technical examinations 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 APMC from the Contractor as prescribed above. If any under payment is discovered by the APMC, the amount due to the Contractor under this contract, may be adjusted against any amount then due or which may at any time thereafter become due before payment is made to the Contractor.

GC-47 SETTLEMENT OF DISPUTES:

Except as otherwise specifically provided in the contract, all disputes concerning questions of fact arising under the contract shall be decided by the Engineer-In-Charge subject to a written appeal by the Contractor to the Engineer-In-Charge and those decisions shall be final and binding on the parties hereto. Any disputes or differences 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 cannot be reached then all disputed issues shall be settled as provided in Article GC-48 (Disputes or differences to be referred to) and Article No.GC-49 (Arbitration).

GC-48 DISPUTES OF DIFFERENCES TO BE REFERRED TO:

If at any time, any question, disputes or differences of any kind whatsoever shall arise 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 or difference as to any decision, opinion, instruction, direction, certificate or evaluation of the Engineer-In-Charge. The question, dispute or differences shall be settled by the Secretary, APMC- Rajula, who shall state his decision in writing and give notice of same to the Engineer-In-Charge and to the Contractor. Such decision shall be final and binding upon both parties. The contract and work on contract if not already breached or abandoned shall proceed normally unless and until the same shall be revised (or uphold) by any arbitration proceedings as hereinafter provided. Such decisions shall be final and binding on the Engineer-In-Charge and the Contractor unless the Contractor shall require the matter to be referred to an Arbitration panel as hereinafter provided.

GC-49 ARBITRATION:

In case of any dispute arising during the course of execution, the matter should be referred to Secretary who will be sole Arbitrator whose decisions will be final and binding to the Contractor.

GC-50 TERMINATION OF THE CONTRACT:

- i) If the Contractor finds it impracticable to continue operation owing to force major reasons or for any reasons beyond his control and/or the APMC find it impossible to continue operation, then prompt notification in writing shall be given by the party affected to the other.
- ii) If the delay or difficulties so caused cannot be expected to cease or become unavoidable or if operations cannot be resumed within two (2) months then either 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-In-Charge and for any other legitimate expenses due to him.
 - b) If the APMC terminates the contract owing to Force Major due to any cause beyond its control, the Contractor shall additionally be paid for any work done during the said two (2) months period including any financial commitment made for the proper performance of the contract and which are not reasonably defrayed by payments under (a) above.
 - c) The APMC shall also release all bonds and guarantees at its disposal except in cases where the total amount of payment made to the Contractor exceeds the final amount due to him in which case the Contractor shall refund the excess amount within thirty (30) days after the termination and the APMC thereafter shall release all bonds and guarantees. Should the Contractor fail to refund the amounts received in excess within the said period such amounts shall be deducted from the bonds or guarantees provided.
- iii) On 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 APMC with respect to completion safeguarding of storing materials procured for the performance of the contract and the salvage and resale thereof.

GC-51**SPECIAL RISKS:**

If during the contract, there shall be an outbreak of war (whether war is declared or not), major epidemic, earthquake or similar occurrence in any part of the world beyond the control of either party to the contract which 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 the APMC 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.

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, cyclones, epidemics, quarantine restrictions, lockouts, strikes, freight embargoes and provided that the Contractor shall within 10 (ten) days from the beginning of such delay notify the Engineer-In-Charge in writing, of the cause of delay, the APMC shall verify the facts and grant such extension as the facts justify.

GC-52**CHANGE IN CONSTITUTION:**

Where the Contractor is a partnership firm, the prior approval in writing of the owner shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or undivided family business concern such approval as aforesaid shall likewise 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 contract.

GC-53 SUB-CONTRACTUAL RELATIONS:

All works performed for the contract by a sub-contractor shall be pursuant to an appropriate agreement between the Contractor and the sub-contractor, which shall contain provision to –

- a) Protect and preserve the rights of the APMC and the Engineer-In-Charge with respect to the works to be performed under the sub-contracting party will not prejudice such rights.
- b) Require that such work be performed in accordance with the requirements of contract documents.
- c) Require under such contract to which the contractor is a party, the submission to the Contractor of application for payment and claims for additional costs, extension of time, damages for delay or otherwise with respect to the sub-contracted portions of the work in sufficient time, that the Contractor may apply for payment comply in accordance with the contract documents for like claims by the Contractor upon the APMC.
- d) Waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance except such rights as they may have to the proceeds of such insurance held by the APMC as trustee and,
- e) Obligate each sub-contractor specifically to consent to the provisions of this Article.

GC-54 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 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 to obtain any such license, any suit for infringement of such patents which is brought against the Contractor or the owner 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 owner 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 owner of any equipment machinery, materials, process methods to be supplied in hereunder. Contractor agrees to and does hereby grant to owner together with the right to extend the same to any of the subsidiaries of the owner an irrevocable royalty fee license to use in any Country, any invention made by the Contractor or his employees in or as a result of the performance of work under contract.
2. With respect to any sub-contract entered into by Contractor pursuant to the provisions of the relevant clause hereof, the Contractor shall obtain from the sub-contractor an understanding to provide the owner with the same patent protection that contracts is required to provide under the provisions of the clause.
3. The Contractor shall indemnify and save harmless the owner from any loss on account of claims against owner for the contributory infringement of patent rights arising out of and based upon the claim that the use by the APMC of the process included in the design prepared by the Contractor and used in the operation of the plant infringes on any patent rights.

- GC-55 LIEN:**
If, at any time, there should be evidence of any lien or claim for which owner might have become liable and which is chargeable to the Contractor, the owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the owner against such lien or claim or if such lien or claim be valid the owner may pay and discharge the same and deduct the amount as paid from any money which may be due 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 owner all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.
- GC-56 EXECUTION OF WORK:**
The whole work shall be carried out in strict conformity with the provisions of the contract document, 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, and proper manner with best workmanship using materials of best quality in strict accordance with the specifications to the entire satisfaction of the Engineer-In-Charge.
- GC-57 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 construction period, the Contractor shall keep the site free from water at his own cost.
- GC-58 WORK ON SUNDAYS AND HOLIDAYS:**
No work except curing shall be carried out on Sunday and holidays. However, if the exigencies of the work need continuation of work on Sundays and Holidays, written permission of the Engineer-In-Charge shall be obtained in advance.
- GC-59 GENERAL CONDITIONS FOR CONSTRUCTION WORK:**
Working hours shall be eight every day. The over time work in two shifts could be carried out with the written permission of the Engineer-In-Charge but no compensation shall be paid for the same. The rate quoted shall include this. The Contractor shall plan his work in such a way that his labourers do not remain idle. The owner will not be responsible for idle labour of the Contractor. The Contractor shall submit to the owner progress report every week. The details and proforma of the report will be as per mutual agreement.
- GC-60 DRAWINGS TO BE SUPPLIED BY THE OWNER:**
All the drawing provides by APMC. The work carried out as per drawing and directed by Engineer-in-charge.
- GC-61 DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR:**
Where drawings, data are to be furnished by the Contractor they shall be as enumerated in special conditions of contract and shall be furnished within the specified time. Where approval of drawings has been specified it shall be 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 those 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 Engineer-In-Charge.

Certified true for..... Project
Agreement No.....

Signed

Contractor

Engineer-In-Charge

Drawings will be approved within One (1) week of the receipt of the same by the Engineer-In-Charge.

GC-62

SETTING OUT WORK:

The Contractor shall set out the work on the site handed over by the Engineer-In-Charge and shall be responsible for the correctness of the same. The work shall be carried out to the entire satisfaction of Engineer-In-Charge. The approval thereof or partaking by Engineer-In-Charge or 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 labourers required for proper setting out of the work. The Contractor shall provide fix and be responsible for the maintenance of all stakes, templates, level markets, profiles and similar other things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequences for such removal or disturbance. The Contractor shall also be responsible for the maintenance of all existing survey marks, boundary marks, and distance marks and centerline marks either existing or face lines and cross lines shall be marked by small masonry pillars. Each pillar shall have distance mark at the center for setting up the the odolite. The work shall not be started unless the setting out is choked and approved by Engineer-In-Charge in writing but such approval shall not relieve the Contractor of his responsibilities about the correctness of setting out. 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-63

RESPONSIBILITIES OF CONTRACTOR FOR CORRECT-NESS OF THE WORK:

The Contractor shall be entirely and exclusively responsible for the correctness of every part of the work and shall rectify completely any errors therein at his own cost when so instructed by Engineer-In-Charge. If any error has crept in the work due to non-observance of this clause, the Contractor will be responsible for the error and bear the cost of corrective work.

1.

Materials to be supplied by the Contractor:

Contractor shall procure and provide all the material required for the execution and maintenance of work including M S rods; all tools, tackles, construction plant and equipment except, the materials to be supplied by the owner detailed in the contract documents. Owner, shall make recommendations for procurement of materials to the

respective authorities if desired by the Contractor but assumes no responsibility of any nature. Owner shall insist for procurement of materials with ISI marks supplied by reputed firms of the DGS & D list.

2. If however, the Engineer-In-Charge feels that the work is likely to be delayed due to Contractor's inability to procure 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 Engineer-In-Charge.

GC-64 MATERIALS TO BE SUPPLIED BY THE OWNER:

1. If the contract provided certain materials or stores to be supplied by the owner, such materials and stores transported by the Contractor at his cost from owner's stores or Railway Station. The cost from Contractor for the value of materials supplied by the owner will be recovered from the R.A.Bill on the basis of actual consumption of materials in the work covered and for which R A Bill has been prepared. After completion of the work, the Contractor has to account for the full quantity of materials supplied to him.
2. The value of store materials supplied by owner to the Contractor shall be charged at rates shown in the contract document and in case any other material not listed in the schedule of materials is supplied by the owner, the same shall be charged at cost price including carting and other expenses incurred in procuring the same. All materials so supplied shall remain the property of the owner and shall not be removed from the site on any account. Any material remaining unused at the time of completion of work or termination of contracts shall be returned to owner's store or any other place as directed by the Engineer-In-Charge in perfectly good condition at Contractor's cost. When materials are supplied free of cost for use in work and surplus and unaccounted balance thereof are not returned to the owner, recovery in respect of such balance will be affected at double the applicable issue rate of the material or the market rates whichever is higher.

GC-65 CONDITIONS OF ISSUE OF MATERIALS BY THE OWNER:

The materials specified to be issued by the owner to the Contractor shall be issued by the owner at his store and all expenses for it carting site shall be borne by the Contractor will be issued during working hours and as per rules of owner from time to time.

Contractor shall bear all expenses for storage and safe custody at site of materials issued to him before use in work.

Material shall be issued by the owner in standard/non-standard sizes as obtained from manufacturer.

Contractor shall construct suitable godowns at site for storing the materials to protect the same from damage due to rain, dampness, fire, theft etc.

The Contractor should take the delivery of the materials issued by the owner after satisfying himself that they are in good condition. Once the materials are issued, it will be the responsibility of the Contractor to keep them in good condition and in safe custody. If the materials get damaged or if they are stolen, it shall be the responsibility of the Contractor to replace them at his cost according to the instructions of the Engineer-In-Charge.

For delay in supply or for non-supply of materials to be supplied by the owner, on account of natural calamities, act of enemies, other difficulties beyond the control of the owner, the owner carries no responsibilities. In no case the Contractor shall be entitled to claim any compensation for loss suffered by him on this account.

None of the materials issued to the contractor, shall be used by the Contractor for manufacturing items which can be obtained from the manufacturers. The materials issued by the owner shall be used for the work only and no other purpose.

Contractor shall be required to execute indemnity bond in the prescribed form for the safe custody and account of materials issued by the owner.

Contractor shall furnish sufficiently in advance a statement of his requirements of quantities of materials to be supplied by the owner and the time when the same will be required for the work, so as to enable Engineer-In-Charge to make arrangements to procure and supply the materials.

A daily account of materials issued by the owner shall be maintained by the contractor showing receipt, consumption and balance on hand in the form laid down by Engineer-In-Charge with all connected paper and shall be always available for inspection in the site office.

Contractor shall see that only the required quantities of materials are got issued and no more. The Contractor shall be responsible to return the surplus materials at owner's store at his own cost.

GC-66 MATERIALS PROCURED WITH ASSISTANCE OF THE OWNER:

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 owner either by issue from owner's stock or purchase made under orders or permits or licenses issued materials as trustees for owner, and use such materials not disposed them off without the permission of owner and unserviceable materials that may be left with him after completion of the contract or at its termination for any reason whatsoever on his being paid or credited such price as Engineer-In-Charge shall determine having due regard to the conditions of the materials. The price allowed to Contractor shall not exceed the amount charged to him excluding the storage 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 owner at double the 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 at his decision shall be final and conclusive.

GC-67 MATERIALS OBTAINED FROM DISMANTLING:

If the Contractor, in the course of execution of work, is called upon to dismantle any part of work for reasons other than on account of bad or imperfect work, the materials obtained from dismantling will be property of the owner and will be disposed off as per instructions of Engineer-In-Charge in the best interest of the owner.

GC-68 ARTICLE OF VALUE OF TREASURE FOUND DURING CONS-TRUCTION:

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

GC-69 DISCREPANCIES BETWEEN INSTRUCTIONS:

If there is any discrepancy between various stipulations of the contract documents or instructions to the Contractor or his authorized representative or if any doubt arises as to

the meaning of such stipulation or instructions, the Contractor shall immediately refer in writing to the Engineer-In-Charge and shall hand over the same to the owner.

GC-70**ALTERATIONS IN SPECIFICATIONS & DESIGNS & EXTRA WORK:**

The Architect / Engineer-In-Charge shall have power to make any alterations in, omission from, addition to substitution for, the schedule of rates, the original 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 him in writing signed by 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 of completion may be extended by Architect as may be considered just and reasonable by him. The rates for such additional, altered or substitute work shall be worked out as under:

- a) If the rates for additional, altered or substitutes work are specified in the contract for work, the Contractor is bound to carry out such work at the same rates as specified in the contract.
- b) If the rates for additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates of similar items of work in the contract work. The opinion of Engineer-In-Charge as to whether the rates can be reasonably so derived the items of contract will be final and binding to the Contractors.
- c) If the rates of altered, additional or substitute work cannot be determined as specified in (a) or (b) above, the rate shall be paid as per S.O.R. of GWSSB or R&B Department.
- d) If the rates of altered, additional or substitute work cannot be determined as specified in (a) or (b) or (c) above, the Contractor shall within seven days of the receipt of order to carry out the work inform the Architect/Engineer-In-Charge of the rate which he intends to charge for such work supported by rate analysis and the Architect/Engineer-In-Charge will determine the rate on the basis of prevailing market rates of materials, labour cost at schedule of labour plus 15% there on as Contractor's supervision overheads and profit. The opinion of Architect/Engineer-In-Charge as to the market rates of materials and the quantity of labour involved per unit of measurement will be final and binding on Contractor.

But under no circumstances, the Contractor suspends work or the plea of non settlement of items falling under this clause.

GC-71**ACTION WHEN NO SPECIFICAITONS ARE ISSUED:**

In case of any class of work for which no specifications is supplied by the owner in the tender documents, such work shall be carried out in accordance with relevant latest ISS and if ISS do not cover the same, the work shall be carried out as per General Technical Specification for building work; and if not covered in then it is to be with standard Engineering Practice subject to the approval of Engineer-In-Charge.

GC-72**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.

GC-73 ASSISTANCE TO ENGINEER-IN-CHARGE:

Contractor shall make available to Engineer-In-Charge free of cost all necessary instruments and assistance in checking of any work made by the Contractor setting out for taking measurement of work etc.

GC-74 TESTS FOR QUALITY OF WORK:

1. The Contractor shall be required to give satisfactory hydraulic test where required and shall rectify the defects, if any, 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.
2. All workmanship shall be of the best kind described in the contract documents and in accordance with the instructions of Engineer-In-Charge and shall be subjected from time to time to such tests at Contractor's cost as the Engineer-In-Charge may direct at the place of manufacture of fabrication or on the site or at any such place. Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing of any work of workmanship as may be selected and required by Engineer-In-Charge.
3. All tests necessary in connection with the execution of work as decided by Engineer-In-Charge shall be carried out at an approved laboratory at Contractor's cost.
4. 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 sufficiently in advance to permit tests and examination thereof. All materials furnished and finished goods applied in work shall be exactly as per the approved samples.

GC-75 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 contract, the Contractor shall, on demand in writing from Engineer-In-Charge or his authorized 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, so specified. 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 half a percent of the estimated cost of work for every work limited to a maximum of ten (10%) percent of the value of work while his failure to do so continues 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 others 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-76 SUSPENSION WORK:

Contractor shall, if ordered in writing by Engineer-In-Charge or his representative temporarily suspended the work or any part thereof for such time (not exceeding one month) as ordered and shall not after receiving such written notice proceed with the work until he shall have received a written order to proceed therewith. 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 he applies for the same provided the suspension was not consequent upon any default or failure on the part of the Contractor.

GC-77 OWNER 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 owner has the right to carry out such parts of work as the owner may designate whether by purchasing materials and engaging labour or by the agency of another Contractor. In such case the owner shall deduct from the amount which otherwise might become due to Contractor, the cost of such work and materials with then (10) percent added to cover all departmental charges and should the total amount thereof exceed the amount due to contract, Contractor shall pay the difference to owner.

GC-78 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 contract. If such prior possession or use by Engineer-In-Charge delays the process of work, equitable adjustment in the time of completion will be made and the contract shall be deemed to be modified accordingly.

GC-79 COMPLETION CERTIFICATE:

As soon as the work has been completed in accordance with contract (except in minor respects 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 the Engineer-In-Charge shall issue a certificate (hereinafter called completion certificate) in which shall certify the date on which work has been completed and has passed the said tests and owner shall be deemed to have taken over work on the date so certified. If work has been divided in various groups in contract, owner 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. In order that Contractor could get a completion certificate, he shall make good will all speed any defect arising from the defective materials supplied by Contractor of workmanship or any act or omission of Contractor that may have been discovered or developed after the work or groups 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 the time specified, owner may proceed to do work at Contractor's (Agency, or Firm) risk and expenses and deduct from the final bill such amount as may be decided by owner. If by reason of 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 contract for completion of work, owner 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 that work or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of that work for the issue of completion certificate.

GC-80**SCHEDULE OF RATES:**

1. The rates quoted by the Contractor shall remain firm till the completion of the work and shall not be subject to escalation. Schedule of rates shall be deemed to include and cover all costs, expenses and liabilities of every description and risks of every kind to be taken in executing, completing and handing over the work to owner by Contractor. The contractor shall be deemed to have known the nature, scope, magnitude and the extent of work and materials required though 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 to complete the work. The opinion of Engineer-In-Charge as to the item of work which are necessary and reasonable for completion of the work shall be final and binding on Contractor although the same may be not shown on drawings 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, materials, labour and all other matters in connection with each item in Schedule of Rates and the execution of work or any portion thereof finished 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 fees for the articles and processes, protected by letters patent or otherwise incorporated in or used in connection with work, also all royalties, rents and other payments in connection with obtaining material of whatsoever kind for work and shall include an indemnity to owner which Contractor hereby gives against all action, proceedings, claims, damages, costs and expenses arising from the incorporation in or use on the works of any such articles, processes or materials. Octroi or other Municipal or local Board charges if levied on material, equipment or machineries to be brought to 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 or of any Local Body whatsoever will be granted or obtained and all such expenses shall be deemed to have been included in and covered by Schedule of Rates. Contractor shall 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 and interference with Contractor's conduct of work which may occur from any cause including orders of owner in the exercise of his powers and on 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 reasons of work or any part of them being modified, altered, extended, diminished or omitted.

GC-81**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 Engineer-In-Charge and Contractor's authorized agent. Such measurements will be got recorded in the Measurement Book by the Engineer-In-Charge or his authorized representative and signed by the Contractor or his authorized agent in token of acceptance. If the Contractor or his authorized agent fails to be present whenever required by the Engineer-In-Charge for taking measures for every reasons

whatsoever, the measurement will be taken by the Engineer-In-Charge or his authorized representative notwithstanding the absence of Contractor and these measurements will be deemed to be correct and binding on the Contractor.

2. Contractor will submit a bill in approved proforma in quadruplicate 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.

GC-82 RUNNING ACCOUNT PAYMENTS TO BE REGARDED 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 rejected or to be considered as an admission of the due performance of contract or any part thereof.
2. Five (5) percent of the gross R A Bill amount shall be retained from each bill as retention amount and the same will be paid with the final bill.

GC-83 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 particulars 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 omission by owner to reject any such claim and no delay in dealing therewith shall waiver by owner or any rights in respect thereof.

GC-84 PAYMENT OF CONTRACTOR'S BILL:

As per specials condition of contract.

GC-85 FINAL BILL:

The final bill shall be submitted by Contractor within one (1) month of the date of physical completion of work, otherwise the Engineer-In-Charge's certificate of the measurement and of total amount payable for work shall be final and binding on all parties. The payment of final bill will be set as per special condition.

GC-86 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 person having authority to give effectual receipt for the Company.

GC-87 COMPLETION CERTIFICATE:

1. When the Contractor fulfils 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 Contractor the Completion Certificate within one (1) month after receiving an application thereof from Contractor after verifying, from the completion 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 documents. 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 one month of completion of work in all respects 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 (i) scaffolding, surplus materials and rubbish is cleaned off site completely, (ii) until work shall have been measured by the Engineer-In-Charge whose measurement shall be binding and conclusive and, (iii) 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 Contractor 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 expense of Contractor remove such scaffolding, surplus materials and rubbish and dispose off the same as he thinks fit.
3. The following documents will form the completion documents: -
 - a) Technical documents according to which the work has been carried out.
 - b) Three sets of 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) Certificate of test performed for various work.
 - f) Material appropriation statement for the materials issued by owner for work and list of surplus materials returned to owner's store duly supported by necessary documents.
4. Upon expiry of the period of defect liability and subject to Engineer-In-Charge being satisfied that work has been duly maintained by Contractor during the defect liability period of fixed originally or as extended subsequently and that Contractor has in all respects made up any subsidence and performed all his obligations under contract, the Engineer-In-Charge (without prejudice to the rights of owner 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.
5. **Final Certificate only evidence of completion:**
Except the final certificate, no other certificate of payment against a certificate or on general account shall be taken to be an admission by owner of the due performance of contract or any part thereof of occupancy or validity or any claim by the Contractor.

GC-88

TAXES, DUTIES, OCTROI ETC.:

1. Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes including GST, Duties, Octroi etc., now or hereinafter imposed, increased or modified from time to time in respect of work and materials and all contributions and taxes for unemployment, compensation, insurance and old age pension or annuities now or hereinafter imposed by the Central or State Government authorities with respect to or covered by the wages, salaries or other compensation paid to the persons employed by Contractor.

If the Contractor is not liable to Tax assessment, a certificate to that effect from the Competent Authority shall be produced without which final payment to the Contractor shall not be made. No. P, 'C' and 'D' Form shall be supplied by the owner, and the Contractor shall be required to pay full tax as applicable.

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, Municipal and local laws and regulations and requirement. Contractor also agrees to defend, indemnify and hold harmless the owner from any liability or penalty which may be imposed by Central, State or local authority by reasons of any violation by Contractor or sub Contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against owner 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 administrative Sub-Division thereof. The Tax on work contract will be borne by Contractor.

GC-89**INSURANCE:**

Contractor shall at his own expenses carry and maintain the reputable Insurance Companies to the satisfaction of owner as follows:

1. Contractor agrees to and uses hereby accept full and exclusive liability for compliance with all obligations imposed by the Employer's State Insurance Act, 1948 and Contractor further agrees to defend, indemnify and hold owner harmless from any liability or penalty which may be imposed by the Central or State Government or local authority by reasons of any assorted violation by Contractor or Sub-Contractor or the Employees State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against owner arising under, growing out of or by reasons of the work provided for by this contract whether brought by employees of Contractor by third parties or by Central or State Government authority or any administrative Sub-division thereof.
Contractor agrees to fill in with the Employees State Insurance Corporation, the declaration form and all forms which may be required in respect of Contractor's or sub-Contractor's employees whose aggregate remuneration is Rs.400/- p.m. or less and who are employed in work provided for or those covered by ESI from time to time under the agreement. The Contractor shall deduct and secure the agreement of the sub-Contractor to deduct the employee's contribution as per the first schedule of the Employees State Insurance Act from wages. Contractor shall remit and secure the agreement of sub-contractor to remit to the State Bank of Indian Employees State Insurance Accounts, the employee's contribution as required by the Act. Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and Contractor shall secure the agreements of the sub contractors to maintain in such records, any expenses incurred for the contributions, making contributions or maintaining records shall be to Contractors or sub-contractors own account. Employer shall retain such sum as may be necessary from the contract value until Contractor shall furnish satisfactory proof that all contribution as required by the Employees State Insurance Act, 1948 have been paid.
2. **Workman's compensation and employee's liability insurance:** Insurance shall be affected 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 workman's compensation and employer's liability insurance, which may be required by owner.

3. Other Insurance required under law of regulations or by owner 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 owner.

GC-90 DAMAGE TO PROPERTY:

1. Contractor shall be responsible for making good to the satisfaction of owner any loss of and any damage to all structures and properties belonging to owner or being executed or procured or being procured by owner or of other agencies within the premises of all work of owner, if such loss or damage is due to fault and/or the negligence of willful act or omission of Contractor, his employees, agent, representatives or sub-Contractors.
2. Contractor shall indemnify and keep owner harmless of all claims for damage to properties other than property arising under by reasons of this agreement; such claims result from the fault and / or negligence or willful act or omission of Contractor, his employees, agent's representative or sub-contractor.

GC-91 CONTRACTOR TO INDEMNIFY OWNER:

1. The Contractor shall indemnify and keep indemnified the owner and every member, officer and employee of owner from and against all actions, claims, demands and liabilities whatsoever under the 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 under any laws, rules or regulations having force of laws, including but not limited to claims against the owner under the workman compensation Act, 1923, the Employee's Provident Funds Act, 1952 and / or the contract labour (Abolition and Regulations) Act, 1970.
2. PAYMENTS OF CLAIMS AND DAMAGES: If owner has to pay any money in respect of such claims or demands aforesaid, the amount so paid and the cost incurred by the owner shall be charged to and paid by 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, owner be obliged to pay compensation to workmen employed by Contractor the amount of compensation so paid, and without prejudice to the rights of owner under Section-(12) Sub-section-(2) of the said Act, owner shall be at liberty to recover such amount from any surplus due to on to become due to the Contractor or from the security deposit. Owner will not be bound to contest any claim made under Section-(12) Sub-section-(2) of the said act except on written request of Contractor and giving full security for all costs consequent upon the contesting of such claim.
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 make good at his cost, any such damage, so caused.

GC-92 IMPLEMENTATION OF APPRENTICE ACT 1954:

Contractor shall comply with the provisions of the apprentice Act 1954 and the orders issued there under from time to time. If he fails to do so, it will be a breach of contract.

GC-93 HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS:

Contractor shall comply with all the rules and regulations of the local Sanitary Authorities or as framed by owner from time to time for the protection of health and provide sanitary arrangements of all labour directly or indirectly employed on the work of this contract.

GC-94 SAFETY CODE:**General:**

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with owner's rules as set forth herein.

1.0 First Aid and Industrial Injuries:

1.1 Contractor shall maintain First-Aid facilities for its employees and those of his sub-contractors.

1.2 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 Engineer-In-Charge prior to start of construction, and their telephone numbers shall be prominently posted in Contractor's field office.

1.3 All injuries shall be reported promptly to Engineer-In-Charge and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to owner.

2.0 General Rules:

2.1 Carrying and 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, no 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-Contractor s / employees in this regard.

3.0 Contractor's Barricades:

3.1 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 for -

- i) Excavation
- ii) Hoisting areas
- iii) Areas adjudged hazardous by Contractor's OR Owner's inspectors.
- iv) Owner's existing property liable to be damaged by Contractor's operations, in the opinion of Engineer-In-Charge / Site Engineer.

3.2 Contractor's employees and those of his sub-contractors shall become acquainted with owner's barricading practices and shall respect the provisions thereof.

3.3 Barricades and hazardous areas adjacent to but not located in normal routes of travel shall be marked by red lantern at night.

4.0 Scaffolding:

4.1 Suitable scaffolding shall be provided for workman for all works that cannot safely be done from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handholds shall be provided on the ladder and the same shall be given an inclination not steeper than 1 in 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 or 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 so constructed that they should not sag unduly or inadequately and if the height of the platform or the gangway of the stairway is more than 3.6 (12') above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in 4.2 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 length while the width between the side rails in rung ladder shall in no case be less than 30 cms (12 inches) for ladder up to and including 3.0 M. (10'), in longer ladders this width would be increased at least 6 mm (1/4") for each addition 30 c.m. (1.0) of length. Uniform step spacing shall not exceed 30 cms. (12"). Adequate precaution shall be taken to prevent danger from electrical equipment. No materials on any of the side 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 all necessary fencing and lights to protect the workers and staff from accidents, and shall be bound to bear the expenses of defence of every suit action or other proceedings at law that may be brought by any persons 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.

5.0 Excavation:

- 5.1 All trenches 1.2 M (4') or more in depth, shall at all time be supplied with at least one ladder.
- 5.2 Ladder shall be extended bottom of the trench to at least 3" above the surface of the ground. The side 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 materials shall not be placed within 1.5 M (5') of the trench of 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.

6.0 Demolition:

- 6.1 Before any demolition work is commenced and also during the progress 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 electricity charged.
- 6.3 All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor or other part of the building shall be so over loaded with debris or materials as to render it unsafe.

7.0 Safety Equipment:

- 7.1 All necessary personal safety equipment as considered necessary by the Engineer-In-Charge should be made available for the use of 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 asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.
- 8.0 Risky Place:**
- 8.1 When the work is done near any place where there is a risk of drowning, 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.
- 9.0 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.
- 9.2 These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good condition and in good working order.
- 9.3 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.
- 9.4 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.
- 9.5 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 safe 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.
- 9.6 In case of departmental machine, the safe work load shall be notified by the Engineer-In-Charge, as regards Contractor's machine, the Contractor shall, notify, the safety working load of the machine to the Engineer-In-Charge. Whenever the Contractor brings any machinery to site of work he should get it verified by the Engineer-In-Charge concerned.
- 10.0 Electrical Equipment:**
- Motors, gears, transmission, electric wiring and other dangerous parts of hoisting appliances shall be provided with efficient safeguards, hoisting appliances should be provided with such means when will reduce to the minimum the risk of accidental descent of the load, adequate precautions shall be taken to reduce to the minimum the risk of any part or a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel such as gloves, and booths 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.
- 11.0 Maintenance of Safety Devices:**
- All scaffolds, ladders and other safety devices as mentioned or described herein shall be maintained in sound condition 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 place of work.
- 12.0 Display of Safety Instructions:**
- The 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 persons responsible for compliance of the safety code shall be named therein by the Contractor.

13.0 Enforcement of Safety Regulations:

To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangement made by the Contractor shall be open to inspection by the Welfare Officer, Engineer-In-Charge or Safety Engineer of the owner or their representatives.

14.0 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 safety code provisions as per C.P.W.D. safety code framed from time to time.

GC-95 ACCIDENTS:

It shall be Contractor's responsibility to protect against accidents on the works. He shall indemnify the owner against any claim for damage or for injury to person or property resulting from, and in the course of work and also under the provisions 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 person or damage to property other than that of the Contractor shall be promptly reported to the Engineer-In-Charge, stating clearly and in sufficient details the facts and circumstances of the accidents and the action taken. In all cases, the Contractor shall indemnify the owner against all loss or damage resulting directly or indirectly from the Contractor's failure to report in the manner aforesaid. This includes penalties or fines, if any, payable by the owner as a consequence 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 Workman's Compensation Act VIII of 1923 including all modification thereof, the Engineer-In-Charge may retain out of money due and payable to the Contractor such sum of sums of money as may in the opinion of Engineer-In-Charge be sufficient to meet such liability. On receipt of award from the Labour Commissioner in regard to quantum of compensation, the difference in amount will be adjusted.

SECTION III

PART 1

SAMPLE FORMS

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Form of Bid EMD

Form of Contract Agreement

Form of Performance Security

Form of Bid EMD (Bank Guarantee)

WHEREAS, _____ [*Name of Bidder*] (hereinafter called "the Bidder") has submitted his bid dated _____ [*Date*] for the construction of _____ [*Name of Contract*] (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We _____ [*Name of Bank*] of _____ [*Name of Country*] having our registered office at _____ (hereinafter called "the Bank") are bound as principal obligator unto _____ [*Name of Employer*] (hereinafter called "the Employer") and unconditionally and irrevocably guarantee the payment to the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20__ .

THE CONDITIONS of this obligation are:

(1) If the bidder withdraws his Bid during the period of bid validity specified in the Form of Bid:

or

(2) If the Bidder refuses to accept the correction of errors in his Bid;

or

if the Bidder, having been notified of the acceptance of his Bid by the Employer during the period of Bid validity;

fairs or refuses to execute the Form of Contract Agreement in accordance with the 'Instructions to Bidders, if required; or

fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders;

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it owing to the occurrence of one or all of the three conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date _____ days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE _____ SIGNATURE OF THE BANK _____

WITNESS _____ SEAL _____

(Signature, Name, and Address)

FORM OF CONTRACT AGREEMENT**AGREEMENT**

THIS AGREEMENT MADE THE _____ DAY OF _____ 20____ BETWEEN
_____ OF _____

(HEREINAFTER CALLED "THE EMPLOYER") OF THE ONE PART AND _____ OF _____ (HEREINAFTER CALLED "THE CONTRACTOR" OF THE OTHER PART.

WHEREAS THE EMPLOYER IS DESIROUS THAT CERTAIN WORKS SHOULD BE EXECUTED BY THE CONTRACTOR, VIZ.,

AND HAS ACCEPTED A BID BY THE CONTRACTOR FOR THE EXECUTION AND COMPLETION OF SUCH WORKS AND THE REMEDYING OF ANY DEFECTS THEREIN AT A COST OF RS. _____

AND _____.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

IN THIS AGREEMENT, WORDS AND EXPRESSIONS SHALL HAVE THE SAME MEANINGS AS ARE RESPECTIVELY ASSIGNED TO THEM IN THE CONDITIONS OF CONTRACT HEREINAFTER REFERRED TO.

THE FOLLOWING DOCUMENTS SHALL BE DEEMED TO FORM AND BE READ AND CONSTRUED AS PART OF THIS AGREEMENT, VIZ:

- a) The Contract Agreement;
- b) The Letter of Acceptance;
- c) The Employer's Requirements;
- d) The Bid;
- e) The Instructions to bidder
- f) The General Conditions of Contract
- g) Special condition of contract
- h) The Specifications;
- i) The Bid Drawings;
- j) The Schedules; and
- k) The Contractor's Proposal

IN CONSIDERATION OF THE PAYMENTS TO BE MADE BY THE EMPLOYER TO THE CONTRACTOR AS HEREINAFTER MENTIONED, THE CONTRACTOR HEREBY COVENANTS WITH THE EMPLOYER TO EXECUTE AND COMPLETE THE WORKS AND REMEDY ANY DEFECTS THEREIN IN CONFORMITY IN ALL RESPECTS WITH THE PROVISIONS OF THE CONTRACT.

THE EMPLOYER HEREBY COVENANTS TO PAY THE CONTRACTOR IN CONSIDERATION OF THE EXECUTION AND COMPLETION OF THE WORK AND THE REMEDYING OF DEFECTS THEREIN 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.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THE DAY AND YEAR FIRST BEFORE WRITTEN.

THE COMMON SEAL OF _____

_____ WAS HEREUNTO AFFIXED IN

THE PRESENCE OF : _____ OR _____ SIGNED,

SEALED, AND DELIVERED BY THE SAID _____ IN THE PRESENCE

OF: _____ BINDING SIGNATURE OF

EMPLOYER _____

Binding Signature of Contractor _____

FORM OF PERFORMANCE SECURITY (BANK GUARANTEE)

To: _____ (NAME OF EMPLOYER)

_____ (ADDRESS OF EMPLOYER)

WHEREAS _____ (NAME AND ADDRESS OF CONTRACTOR) (HEREINAFTER CALLED "THE CONTRACTOR") HAS UNDERTAKEN, IN PURSUANCE OF CONTRACT No. _____ DATED _____ TO EXECUTE _____ (NAME OF CONTRACT AND BRIEF DESCRIPTION OF WORKS) (HEREINAFTER CALLED "THE CONTRACT");

AND WHEREAS IT HAS BEEN STIPULATED BY YOU IN THE SAID CONTRACT THAT THE CONTRACTOR SHALL FURNISH YOU WITH A BANK GUARANTEE BY A RECOGNIZED BANK FOR THE SUM SPECIFIED THEREIN AS SECURITY FOR COMPLIANCE WITH HIS OBLIGATIONS IN ACCORDANCE WITH THE CONTRACT;

AND WHEREAS WE HAVE AGREED TO GIVE THE CONTRACTOR SUCH AS BANK GUARANTEE;

NOW THEREFORE WE HEREBY AFFIRM THAT WE ARE THE GUARANTOR AND RESPONSIBLE TO YOU AS PRINCIPAL OBLIGATOR, ON BEHALF OF THE CONTRACTOR, UN CONDITIONALLY AND IRREVOCABLY GUARANTEE THE PAYMENT OF AN AMOUNT TO TOTAL OF _____ (AMOUNT OF GUARANTEE) _____ (AMOUNT IN WORDS), SUCH SUM BEING PAYABLE IN THE TYPES AND PROPORTIONS- OF CURRENCIES IN WHICH THE 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 _____ (AMOUNT OF 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 THE CONTRACT OR OF THE WORKS TO BE PERFORMED THEREUNDER OR OF ANY OF THE CONTRACT DOCUMENTS WHICH MAY BE MADE BETWEEN YOU AND THE CONTRACTOR SHALL IN ANY WAY RELEASE 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 THE PERFORMANCE CERTIFICATE.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK _____

ADDRESS _____

Date _____