



GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION
(A GOVT. OF GUJARAT UNDERTAKING)

TENDER NOTICE NO. 03 -2026-27– Sr. No. 14
VOLUME - I (PQ DOCUMENT)
ONLINE TENDER PAPERS

Name of work : Construction of New Office Building at GIDC, Vadodara.

1	Estimated cost	:	Rs. 9,99,93,434.00
2	Tender fee	:	Rs. 14,160.00
3	E.M.D.	:	Rs. 9,99,935.00
4	Online submission Date on (or before) which the tender with DD / FDR for Tender fee & EMD (by scanning) except required documents must upload on the web site of www.gidc.nprocure.com	:	From 08th June 2026 to 6th July 2026 upto 17.00 hours
5	Submission in physical form D.D. / FDR in original (for Tender fee & EMD) Other documents mentioned in para C, Sr. No. 5 for the purpose of verification only (in physical form) by personally i.e by Speed Post / Currier / Hand delivery at the Office of the Executive Engineer, Executive Engineer,6th Floor Unique Tarde Centre Hotel Kansaar Building Sayajigunj GIDC Baroda.	:	From 7th July 2026 to 9th July 2026 upto 17.00 hours
6	Opening of Technical Bid	:	Prefably on 10th July 2026 at 12.00 noon
7	Eligible class of Registered	:	"AA" Class and Sp. Category Building – I

Name of work: **Construction of New Office Building at GIDC, Vadodara.**

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ગુજરાત ઔદ્યોગિક વિકાસ નિગમ

(ગુજરાત સરકારનું સાહસ)

અધિક્ષક ઇજનેરશ્રી (મ.ગુ) ની કચેરી,

પાંચબત્તી, જી.આઇ.ડી.સી., ભરૂચ.

ફોન નંબર (૦૨૬૪૨)૨૪૨૪૪૨

જાહેર નિવિદા નં.૦૩/૨૦૨૬-૨૭

ગુજરાત ઔદ્યોગિક વિકાસ નિગમની વર્તુળ કચેરી અધિક્ષક ઇજનેરશ્રી(મ.ગુ), જી.આઇ.ડી.સી., ભરૂચનાં તાબા હેઠળ કાર્યરત વિભાગીય કચેરીઓ માટે અનુ.નં. ૦૧ ના કામો માટેનું ટેન્ડર આર.એફ.પી. પધ્ધતી અને અનુ.નં. ૦૨ થી ૧૭ ના કામો માટેના ટેન્ડરો ઓનલાઇન પધ્ધતી થી આમંત્રિત કરવામાં આવે છે. જેની અંદાજિત કિંમત પૈકી લઘુત્તમ અંદાજિત કિંમત રૂ. ૪૪,૫૮,૬૦૦.૦૦ અને મહત્તમ અંદાજિત કિંમત રૂ. ૩૦,૫૪,૯૪,૨૩૦.૪૧ ની વચ્ચે છે.

ઓનલાઇન ટેન્ડર વેબ સાઇટ <https://tender.nprocure.com> ઉપરથી ડાઉનલોડ-અપલોડ નિયત સમય-મર્યાદામાં કરી શકાશે. આ કામોની વિગતવાર જાહેર નિવિદા ઓફિસનાં નોટીસ બોર્ડ ઉપર અને જી.આઇ.ડી.સી.ની વેબસાઇટ www.gidc.gujarat.gov.in તેમજ માહિતી ખાતાની www.statetenders.gujarat.gov.in માં જોઇ શકાશે. નિવિદામાં જણાવેલ તમામ ટેન્ડરો અથવા તે પૈકી કોઇ પણ એક, કારણ જણાવ્યા વગર સ્વીકારવા, ન સ્વીકારવા તેમજ રદ કરવા એ નિગમનો અબાધિત અધિકાર છે, જે તમામને બંધનકર્તા રહેશે. બાના મુકતિ પ્રમાણપત્ર ગ્રાહ્ય/સ્વીકાર્ય નથી. વધુમાં, ટેન્ડરને લગતા તમામ સુધારા / વધારા <https://tender.nprocure.com> વેબ-સાઇટ પર ટેન્ડર ભરવાની છેલ્લી તારીખ સુધી જોવાની રહેશે.

સહી/-

અધિક્ષક ઇજનેર (મ.ગુ)

ગુ.ઔ.વિ.નિ., ભરૂચ.

GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION

(A Govt of Gujarat Undertaking)
Office of the Superintending Engineer (CG)
2nd Floor, Narmada Commercial Complex,
M.G.Road, PanchBatti, Bharuch-392001
Phone: (02642)242432/242442 FAX:(02642)241902

E-TENDER NOTICE No. 03 of 2026-27

The tender for the works vide Sr.no. 01 for RFP and 02 to 17 having minimum cost Rs.44,58,600.00 to maximum cost Rs. 30,54,94,230.41 are invited by office of the Superintending Engineer (CG), G.I.D.C., Bharuch under jurisdiction various offices through online.

The tenders for Online works can be uploading - download on website <https://tender.nprocure.com>. The detailed tender notice can be seen in GIDC office notice board / GIDC website www.gidc.gujarat.gov.in / information department website www.statetenders.gujarat.gov.in . Right to reject any or all the tenders without assigning any reasons thereof are reserved by G.I.D.C., which will be binding to all bidders. Exemption certificate for Earnest Money Deposit should not be acceptable. Please stay touring web site - <https://tender.nprocure.com> for any corrigendum / addendum / modification till last date of receipt.

Sd/-
Superintending Engineer (CG)
G.I.D.C., Bharuch.

GUJARAT INDUSTRIAL DEVELOPMENT CORPORATION
(A Govt. of Gujarat Undertaking)



Office of the Superintending Engineer (CG)
2nd Floor, Narmada Commercial Complex,
M.G. Road, PanchBatti, Bharuch-392001
Phone: (02642)242432/24244 FAX:(02642)241902

E-TENDER NOTICE NO. 03 OF 2026-27

Online and Offline for the following works of GIDC are publically invited from the intending bidders registered in appropriate class with state Govt. of Gujarat R&B/ W.R.D / GIDC and other State Governments equivalent, by the **Superintending Engineer (CG), GIDC, “Bharuch”, 2nd floor, Narmada Commercial Complex, Panchbatti, Bharuch 393001** under jurisdiction Executive Engineer (R&B), GIDC, Bharuch, Executive Engineer, GIDC, Ankleshwar, Executive Engineer (M&E), GIDC, Bharuch, Executive Engineer, GIDC, Vadodara and Executive Engineer (W/s & Drg.), GIDC, Bharuch on web site <https://tender.nprocure.com>, www.statetenders.gujarat.gov.in

DETAILS FOR ONLINE TENDERS :

The tenders under Sr. No. 01 for RFP and 02 to 17 are invited percentage (%) above / below – B1 Agreement / Item rate – B2 Agreement and two bid System (Technical bid & Price bid). The bids will be opened on schedule date and thereafter on evaluation thereof, the price bid of the pre-qualified bidders, will only been opened.

GENERAL DETAILS OF WORKS:

Sr. No	Name of work	(1) Estimated cost (2) Earnest Money Deposit (3) Non-refundable Tender Fee (Inclusive of 18% G.S.T)	Class of registration
	Bharuch (R&B) DIVISION		
1	Project Management Consultancy Services for Construction & Development of CoE (Centre of Excellence) buildings as per requirement of Engineering, Textile and Chemical at GIDC Estates. (Re-invited)	(1) Rs. ----- (2) Rs. 1,00,000.00 (3) Rs. 2,832.00	As Per Tender Document
	ANKLESHWAR DIVISION		
2	Upgradation and Strengthening of remaining SWD of GIDC Jhagadia Estate by Notified Area, Jhagadia. (Re-invited)	(1) Rs. 6,42,90,617.00 (2) Rs. 6,42,907.00 (3) Rs. 14,160.00	"A" Class and Above
3	Construction of RCC SWD, Recharge well and Water Distribution Line & E.S.R. Tank at GIDC, Rajpipla-1 Industrial Estate. (Re-invited)	(1) Rs. 2,71,76,938.44 (2) Rs. 2,71,770.00 (3) Rs. 4,248.00	"B" Class and Above
4	Work of Construction of PQC approach road with SWD from NH-48 at GIDC, Ankleshwar. (Re-invited)	(1) Rs. 2,62,65,315.28 (2) Rs. 2,62,654.00 (3) Rs. 4,248.00	"B" Class and Above
5	Construction of RCC SWD and recharge well @ GIDC Rajpipla-2 Industrial Estate. (Re-invited)	(1) Rs. 2,45,35,140.00 (2) Rs. 2,45,352.00 (3) Rs. 4,248.00	"B" Class and Above
6	Repairing GIDC Staff Quarters 4 block of	(1) Rs. 99,88,359.48	"D" Class and Above

	RCL-12-(17,18,19,20) at GIDC Ankleshwar.	(2) Rs. 99,884.00 (3) Rs. 2,832.00	
	M&E DIVISION, GIDC, Bharuch		
7	Design, Engineering, Supply, Installation, Testing and commissioning of "Non Clog End Suction Type Horizontal Centrifugal Pump Set for effluent" with accessories and allied Electro-Mechanical and Instrumentation and SCADA work at Dahej PCPIR Pumping Station at Dahej - II. (Suva Village).	(1) Rs. 4,95,10,474.00 (2) Rs. 4,95,105.00 (3) Rs. 7,080.00	Bidder should be as per 2. Prequalification criteria for Work- (2.1) Eligibility and Having similar Experience
8	Annual Comprehensive Maintenance Contract (ACMC) for the work of Operation, Maintenance and Repairing of all and all risk comprehensive maintenance contract for all installed Air Quality Monitoring Station Covering all Manpower Support, Moving Crane, Transport, Sensor Replacement, Cloud Software and all Allied Accessories at Dahej PCPIR Industrial Estate.	(1) Rs. 3,37,28,000.00 (2) Rs. 3,37,280.00 (3) Rs. 7,080.00	Bidder should be as per 2. Prequalification criteria for Work- (2.1) Eligibility and Having similar Experience
9	Annual Comprehensive Maintenance Contract (ACMC) for the work of Operation, Maintenance and Repairing of all and all risk comprehensive maintenance contract for all Installed toxic gas removal system at all drainage pumping Station Covering all Manpower Support, Transport, Media Replacement and all allied accessories at Dahej GIDC Industrial Estate.	(1) Rs. 3,28,81,000.00 (2) Rs. 3,28,810.00 (3) Rs. 7,080.00	Bidder should be as per 2. Prequalification criteria for Work- (2.1) Eligibility and Having similar Experience
10	Annual Comprehensive Maintenance Contract (ACMC) for the work of Operation, Maintenance and Repairing of all and all risk comprehensive maintenance contract for all Installed water quality monitoring buoy at all reservoir on Real Time Basis Covering all Manpower Support, Transport, Sensor Replacement, Cloud Software and all allied accessories at Dahej GIDC Industrial Estate.	(1) Rs. 2,03,38,000.00 (2) Rs. 2,03,380.00 (3) Rs. 4,248.00	Bidder should be as per 2. Prequalification criteria for Work- (2.1) Eligibility and Having similar Experience
11	Design, Engineering, Supply, Installation, Testing and commissioning of " Non Clog sewage Submersible type Pumps with accessories and allied Electro-Mechanical and Instrumentation and SCADA work accessories at Dahej PCPIR Pumping Station.	(1) Rs. 1,86,19,741.00 (2) Rs. 1,86,198.00 (3) Rs. 4,248.00	Bidder should be as per 2. Prequalification criteria for Work- (2.1) Eligibility and Having similar Experience
12	Design Supply Installation Testing & Commissioning of Solar Roof Top plant at GIDC Ankleshwar Office Building.	(1) Rs. 44,58,600.00 (2) Rs. 44,586.00 (3) Rs. 1,770.00	Bidder should be as per 2. Prequalification criteria for Work- (2.1) Eligibility and Having similar Experience
13	Annual Comprehensive Maintenance Contract (ACMC) for the work of	(1) Rs. 1,27,96,000.00 (2) Rs. 1,27,960.00	Bidder should be as per 2. Prequalification criteria for

	Atmospheric Pollution Monitoring on Real Time Basis Covering all Manpower Support, Transport, Sensor Replacement, Cloud Software and all Allied Accessories Including Civil Foundation, GSM Connectivity, Transport, Maintenance Arrangement, Spares, Sensor replacement, Cloud Software, Manpower etc at Dahej GIDC Industrial Estate.	(3) Rs. 4,248.00	Work- (2.1) Eligibility and Having similar Experience
	BARODA DIVISION		
14	Construction of New Office Building at Vadodara.	(1) Rs. 9,99,93,434.00 (2) Rs. 9,99,935.00 (3) Rs. 14,160.00	"AA" Class and Sp. Category Building – I
15	Construction of basic Infrastructure facilities including Water supply Distribution Network, Toilet Block, Site grading and Pumping machinery at GIDC, Indranaj Estate.	(1) Rs. 4,29,54,610.42 (2) Rs. 4,29,547.00 (3) Rs. 7,080.00	"A" Class and Above
16	Construction of Flexible pavement road including street light at Sahera Industrial Estate. (Re-invited)	(1) Rs. 2,09,07,806.48 (2) Rs. 2,09,079.00 (3) Rs. 4,248.00	"B" Class and Above & Sp. Category Road - III
	Bharuch (W/s & Drg.) DIVISION		
17	Work of water supply line infrastructure for M/s Petronet LNG Ltd for their Petrochemical complex at Dahej and ARHC complex at Eksal Village including Five years free maintenance guarantee period.	(1) Rs. 30,54,94,230.41 (2) Rs. 30,54,943.00 (3) Rs. 21,240.00	"AA" Class

(A) SCHEDULE OF E-TENDERING

(i)	Downloading of Tender Documents from Web site of www.nprocure.com (The tender document for these work are available only in Electronic format which Bidder can download at free of cost)	From 08th June 2026 to 20th June 2026 upto 17.00 hours
(ii)	SUBMISSION OF TENDER (A) Online submission I) Online submission of bid documents. II) Scanned copies of DD for tender fee & EMD in electronic format only through online	From 08th June 2026 to 20th June 2026 upto 17.00 hours
	a) Other Documents required to be submitted by scanning in electronic format only through online 1) Required Class of registration 2) Valid Bank Solvency and also as per para - C - Sub para 4	From 08th June 2026 to 20th June 2026 upto 17.00 hours
	(B) Submission in physical form I) D.D. / FDR in original (for Tender fee & EMD) Other documents mentioned in para C, Sr. No. 5 for the purpose of verification only (in physical form) by personally i.e by Speed Post / Currier / Hand delivery. (Kindly refer C-1,2 &3)	From 22nd June 2026 to 24th June 2026 upto 17.00 hours

(iii)	Opening of Technical Bid documents.	In the Office of Superintending Engineer (CG), GIDC, 2nd floor, Narmada Commercial Complex, PanchBatti, Bharuch as under:- Preferably On dtd. 25th June 2026 at 12.00 noon
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(B) On line Submission of Tender

- 1) Bidders can prepare & edit their offers number of times before tender submission date & time. After tender submission date & time, bidder cannot edit their offer submitted in any case. No written or online request in this regard shall be granted.
- 2) Bidder shall submit their offer i.e. Pre-qualification document with Technical Bid & Price Bid in Electronic format on above mentioned website & Date shown above after digitally signing the same.
- 3) **For the purpose of verification**, the original documents for Pre-qualification submitted in electronic format for Sr. No. 01 to 17 should be submitted in physical form as under:-
 - For Sr. No. 01 - O/o Executive Engineer, Construction Division, Dahej -II, GIDC, Bharuch, Narmada Commercial Complex, 1st floor, Panchbatti, Bharuch
 - For Sr. No. 02 to 06 - O/o Executive Engineer, GIDC Admin Building, Plot no. 624/B, Valia Road, GIDC, Ankleshwar-393002
 - For Sr. No. 07 to 13 - O/o Executive Engineer, (M&E) Dn. GIDC, 2nd floor, Narmada Commercial Complex, PanchBatti, Bharuch
 - For Sr. No. 14 & 16 - O/o Executive Engineer, GIDC, 5th floor, Unique Trade Centre, Sayajigunj, Vadodara
 - For Sr. No. 17 - O/o Executive Engineer, (W/s & Drg.) Dn., GIDC, Bharuch, Narmada Commercial Complex, 1st floor, Panchbatti, Bharuch

By personally i.e by hand delivery during office hours.
- 4) Offers submitted without digitally signed will not be accepted.
- 5) Offers i.e. Pre-qualification document with Technical Bid & Price Bid in physical form will not be accepted in any case.
- 6) It is Bidder's responsibility to verify Online Corrigendum / Amendments until last submission date and time as well as before Final Submission of Bid.
- 7) Required documents for pre Pre-qualification document received later than the time specified will not be accepted in any case and the bid of that bidder shall be considered non-responsive.

(C) Submission of Tender Fees, EMD

- 1) Interested Bidders can view these tender documents online, but bidders who are interested in bidding these tenders can download tender documents from web site as mentioned above and bidder who wish to submit their offer shall pay non-refundable **tender fee in the form of Account Payee Demand Draft payable at Bharuch, Ankleshwar and Baroda respectively for the works as under drawn on any Nationalized Bank in favour of -**
 - **Executive Engineer, Construction Division, Dahej -II, GIDC, Bharuch for work at Sr. No. 01**
 - **Executive Engineer, GIDC, Ankleshwar for work at Sr. No. 02 to 06 & 12**
 - **Executive Engineer, GIDC, Bharuch for work at Sr. No. 07 to 11 & 13 & 17**
 - **Executive Engineer, GIDC, Baroda for work at Sr. No. 14 to 16**
- 2) EMD in the form of Account Payee Demand Draft / F.D.R. payable at Bharuch and Baroda drawn on any Scheduled / Nationalized Bank in favour of Executive Engineer (R&B), GIDC, Bharuch, Executive Engineer, GIDC, Ankleshwar, Executive Engineer, GIDC, Baroda and Executive Engineer (W/s & Drg.), GIDC, Bharuch respectively for the works pertaining to respective

divisions as under. EMD in the form of Bank Guarantee of the Scheduled Bank or Nationalized Bank also acceptable as per the manner set out in the prevailing Form B1 & Form B2.

- **Executive Engineer, Construction Division, Dahej -II, GIDC, Bharuch for work at Sr. No. 01**
 - **Executive Engineer, GIDC, Ankleshwar for work at Sr. No. 02 to 06 & 12**
 - **Executive Engineer, GIDC, Bharuch for work at Sr. No. 07 to 11 & 13 & 17**
 - **Executive Engineer, GIDC, Baroda for work at Sr. No. 14 to 16**
- 3) Demand Draft for E.M.D. & Tender Fee shall be submitted in Electronic Format only through Online (by scanning) while uploading the Bid. This submission shall mean that E.M.D. & Tender Fee are received. Accordingly, offer of those shall be opened whose E.M.D. & Tender Fee is received electronically as well as received in physical form. **For the purpose of realization of D.D. as stated above under para (C- 1 & C - 2). However, bidder shall send the D.D. in original along with other documents (as stated in para C- 5) by personally i.e. by Speed Post/ Currier /Hand delivery during office hours as per point No. B-3.**
- 4) **Required Documents mentioned as under (a), (b), (c) & (d) are mandatory for submitting scanned copies through ONLINE. Otherwise tender offer shall be treated as NON RESPONSIVE, without any further intimation.**
- a) Scanned copy of tender fee and EMD
 - b) Required Class of registration, Latest Income Tax return filed, R.P.F.C registration certificate with latest challan, Pan Card & GST Registration certificate.
 - c) Fresh Valid Bank Solvency- (Calendar Year) - (20% value of the estimated cost put to tender)
 - d) Other documents if any mentioned in tender documents.
- 5) **For the purpose of verification**, the original documents submitted in electronic format should be submitted in physical form **for the works in the manner set out below** by personally i.e. by hand delivery during office hours.
- a) Original tender fee in form of DD and EMD in form of DD/ FDR.
- **Executive Engineer, Construction Division, Dahej -II, GIDC, Bharuch for work at Sr. No. 01**
 - **Executive Engineer, GIDC, Ankleshwar for work at Sr. No. 02 to 06**
 - **Executive Engineer (M&E), GIDC, Bharuch for work at Sr. No. 07 to 13**
 - **Executive Engineer, GIDC, Baroda for work at Sr. No. 14 to 16**
 - **Executive Engineer, GIDC, Bharuch for work at Sr. No. 17**

Tender fee, EMD in original and other required documents for verification received before or later than the time **From 22nd June 2026 to 24th June 2026 upto 17.00 hours** will not be accepted in any case and the bid of that bidder shall be considered non-responsive. GIDC will not be responsible for delay in receipt of such documents due to any reasons by the postal department or any other agencies.

Any documents in supporting of tender bid shall be submitted in electronic format only through online (by Scanning etc.) and hard copy will not be accepted separately.

GENERAL :

- (1) Intending bidders or their representative who wish to remain present at the time of tender opening can do so.
- (2) The tender fees for on line tender document will not be refunded under any circumstances.
- (3) EMD in the form specified in tender document only shall be accepted.
- (4) **Exemption certificate for Earnest Money Deposit should not be acceptable.**

- (5) Tenders without Registration Certificate, Special Category Certificate, Solvency Certificate, Tender fees, Earnest Money Deposit (EMD) and which do not fulfill all or any of the condition or submitted incomplete in any respect will be rejected.
- (6) This tender notice shall form a part of tender / contract document.
- (7) Conditional tender shall not be accepted.
- (8) Rules of GIDC are binding to the Tenderer.
- (9) GIDC reserves the rights to reject any or all tenders without assigning any reason thereof.
- (10) Please stay touring above web sites for any corrigendum / addendum/ modification till last date of receipt.

NOTE :

If any clarification / query regarding these tenders are required, do not hesitate to contact our concerned Executive Engineers through mobile.

For Bharuch Division (R&B) - Shri A. R. Raval – I/c Executive Engineer – Mo. 9409046898

For Ankleshwar Division - Shri S. S. Das – Executive Engineer – Mo. 9726424264

For Bharuch Division (M&E)- Shri Kapil Oza - Executive Engineer - Mo. 9825608907

For Baroda Division – Shri D. K. Lad - Executive Engineer – Mo. 9879110077

For Bharuch Division (W/s & Drg.) - Shri A. R. Raval – I/c Executive Engineer – Mo. 9409046898

**Sd/-
SE, GIDC, Bharuch**

MEMORANDUM OF WORK IN BRIEF

1)	Name of work	Construction of New Office Building at GIDC, Vadodara.
2)	Estimated cost	Rs. 9,99,93,434.00
3)	Joint Venture (J.V)	➤ Joint Venture (J.V) is not allowed.
4)	Earnest Money Deposit (EMD) – 1% of Estimated Cost	<p>➤ Rs. 9,99,935.00 in the form of D.D. / F.D.R for the minimum period of 180 days in favor of "Executive Engineer, GIDC, Vadodara" from any Nationalized / Scheduled Bank only except Co-Operative Bank.</p> <p style="text-align: center;">OR</p> <p>➤ Rs. 50,000.00 in the form of D.D. / F.D.R for the minimum period of 180 days in favor of " Executive Engineer, GIDC, Vadodara" from any Nationalized / Scheduled Bank only except Co-Operative Bank.</p> <p>➤ Remaining Rs. 9,49,935.00 in form of Bank Guaranty of the Schedule or Nationalized Bank Only valid up to minimum 180 days</p>
5)	Validity period of tender offer.	120 days from the date of opening the bids.
6)	Security Deposit (10.00%)	Rs. 99,99,343.00
(i)	Initial Security Deposit in the form of small saving or Narmada Bond or FDR – 2.5% of the estimated cost. (Validity period of 2 years)	Rs. 24,99,836.00 (2.50%) – Submitted before enter in to Agreement
(ii)	To be deducted from Current R.A. bills.	Rs. 24,99,836.00 (2.50%) Percentage to be deducted from bills so as to make up the total amount of required S. D. by the time half the work, as measured by the cost is done 50%
(iii)	Performance Bond of Nationalized Bank / scheduled bank only as B.G. or N.S.C. / F.D. / S.S.N.N.L. in favour to Executive Engineer, GIDC, Vadodara, for validity period of Two year which effect from date of Work order (Validity period of 2 years)	Rs. 49,99,672.00 (5%) – Submitted before entering in to Agreement
	TOTAL (i + ii + iii)	Rs 99,99,343.00 (10.00 %)
7)	Liquidated Damages	As per clause of B1 Agreement.

8)	Defect liability	The defect liability period shall be Three years from the certified date of completion of work or three monsoons whichever is later. (As per clause of B1 Agreement.)
9)a	Free Maintenance guarantee period under clause no.17B of form B1 (but with change for FIVE years instead of THREE years)	(Five) Years Free Maintenance Guarantee with effect from the certified date of completion. The final bill shall be paid only on production of Free Maintenance Guarantee Bond.
9)b	Excess quality occurring in tender work	As per clause of B1 Agreement.
10)	Workers Welfare Cess Under the Building & Other Construction Workers Cess Act 1996 (LabourCess)	1% of the value of work done shall be deducted from the all bills payable to the contractor.
11)	Testing Charges	1% Testing charges of the Estimated Cost will be deducted from each Running Account Bill of agency.
12)	Time limit for completion of work from the date of written order to commence.	24 Months
13)	GST & other taxes	The rates to be quoted by the contractor must be exclusive of GST but inclusive of all other taxes and applicable Cess, levies on such taxes. GST shall be paid extra on the admissible payment as per the approved tender rates and condition of price variation; GST shall be paid as per prevailing rates at the time of payment. For further clarification in GST, kindly contact our GST Consultant.
14)	Site Office accommodation for G.I.D.C. staff.	The agency has to arrange at his own cost a properly covered site office for GIDC Officials/staff having min. size of 6mt x 6mt with all required Furniture, Toilet facility, Latest updated version Computers and a Laptop (I-7 or above) with Internet facilities, Laser Printers with required stationary, Cupboards, Mineral Waters etc. from the starting date of contract and to maintain till completion of the work satisfactorily as directed by site in charge.

15)	Vehicle Accommodation	The agency has to arrange at his own cost to provide 1 no., 7+1 four-wheeler, (Innova or equivalent) private or taxi passing A.C. vehicle for Engineer-in-charge / Supporting Staff at site for 24 hours with driver at free of cost for limited to 4500 Km per month including Toll Tax.
14)	Submission date & time of tender documents	
i)	Online submission Date on (or before) which the tender with DD / FDR for Tender fee & EMD (by scanning) except required documents must upload on the web site of www.gidc.nprocure.com	From 08th June 2026 to 6th July 2026 upto 17.00 hours
	Submission in physical form D.D. / FDR in original (for Tender fee & EMD) Other documents mentioned in para C, Sr. No. 5 for the purpose of verification only (in physical form) by personally i.e by Speed Post / Currier / Hand delivery at the Office of the Executive Engineer, Executive Engineer, 6th Floor Unique Trade Centre Hotel Kansaar Building Sayajigunj GIDC Baroda.	From 7th July 2026 to 9th July 2026 upto 17.00 hours Physical submission of documents prior or after this dates will not be considered and bids of the agency will be considered as non responsive.
ii)	Mode of sending the tender documents.	
	a) The tender with DD / FDR for Tender fee & EMD (by scanning) except required documents	By Online through e - tendering process
	b) DD/FDR in original for Tender fee & EMD and required documents	Personally i.e. Hand Delivery/Speed post/ courier to Office of Executive Engineer, GIDC, 6th floor, Unique Trade Centre, Sayajigunj, Vadodara.
15)	Opening of Technical bid	Preferably On dtd. 10th July 2026 at 12.00 noon
16)	Tender to be opened by	Superintending Engineer (CG), GIDC, 2nd floor, Narmada Commercial Complex, Panchbharti, Bharuch.
17)	Description essential to be made on sealed cover for documents to be submitted by personally i.e. Hand Delivery	Name of Work: - (1) Construction of New Office Building at GIDC, Vadodara. (2) Date of receiving the documents From 7th July 2026 to 9th July 2026 upto 17:00 hrs.
18)	Mode of quoting the rate in Schedule "B" attached with Tender document.	In figures as well as in words. Any missed-outs, discrepancies it may attract rejection of tender.

19)	Important Note:	<ul style="list-style-type: none"> ❖ Self Evaluation form Placed (Technical Bid) as a Annexure-C is mandatory and required details as per Performa with page number must be field-up. If such detail is not submitted with the bid documents, the bid shall be liable for disqualification. ❖ For any technical discrepancy, the latest version of MORT&H / IRC shall be applicable. ❖ Prospective bidders are requested to join the site visit. ❖ GIDC reserves the right, without any obligation or liability, to accept or reject any or all the bid at any stage of the process, to cancel or modify the process or any part thereof or to vary any of the terms and conditions at any time, without assigning any reason whatsoever. ❖ Registration required "AA" Class & Sp. Category Building - I ❖ Submit the required documents online duly named and page numbered in proper manner for simplicity.
20)	Site Visit - For Civil Work	<p>Contact Person:</p> <ol style="list-style-type: none"> 1. Shri D K Lad, Executive Engineer, GIDC, Vadodara – 9879110077 2. Shri Jignesh Prajapati - DEE, GIDC, Halol -9978309485
21)	Following Clauses are deleted in B1 agreement	<p>Clause No.72 – Secure advance to contractor, Clause No.73– Advance payment, Clause No.74- Advance against Machineries, & Clause No.75 Mobilization advance & Clause No. 60 Price Variation Clause.</p>

GENERAL CONDITIONS

Tenderer shall very carefully read through and take note of following conditions:

1. **The successful tenderer shall have to enter into an agreement in 'B-1' form. Tender can be inspected during office working hours and shall be part of agreement with successful tenderer.**
2. The tenderer shall get himself well acquainted with the job requirement site conditions, route and alignment etc.
3. Contractor shall make his own arrangement for providing all necessary tools, plants, equipment's, manpower as required. No extra payment in any such respect would be made to the contractor.
4. In conformity with prevailing income tax Rules 2% and surcharges of bill value shall be deducted at source as per I.T. Rules for which necessary certificate shall be released by the Executive Engineer.
5. Security deposit of 5.0% of the estimated cost will have to pay 2.5% through each R.A. Bills and 2.5% against the signing of agreement in the form of Narmada Bond / N.S.C. / FDR.
6. The EMD payable to GIDC by the tenderer by D.D. or F.D.R. of Nationalized bank / Scheduled bank or other banks as per Govt. latest GR for Rs. 50,000/- and remaining amount by B.G. /DD/FDR of Nationalized bank / Scheduled bank or other banks as per Govt latest GR shall be drawn in favour of **Executive Engineer, GIDC, Vadodara**. The tender fee payable to GIDC by DD only.
7. 1% amount of the work done will be deducted from each R.A. bill in respect of Gujarat Building & Other Construction work – Labour Welfare Cess.
8. Contractor shall have to mention their Regional Provident Fund number.
9. The rate quoted by the agency should remain force throughout the contract period.
10. Rates quoted by the contractor shall be inclusive of all taxes and duties.
11. Staff of contractor should cover under suitable insurance scheme.
12. **The tenderer has to take site visit and understand the work before submitting the tender.**
13. **The tenderer has to give the consent that they have already taken the site visit and understand the nature of work. Go through the item specifications.**
14. The contractor shall be responsible for theft of the materials etc.
15. The medical facilities, weekly off, safety equipment's, over time etc. as per Government Act, will be provided by the agency to the staff engaged for the job.
16. In case of accident during the work, all the responsibility of man, machinery & property will be rest with the agency.
17. The payment shall be made as per actual work done.
18. Machinery, materials, labours etc. are to be brought by agency at his own expenditure.
19. The contractor shall have to engage qualified plumber & Supervisor. The labours who shall be fit to work in mud in any weather shall be engaged.
20. The order for materials shall be placed time to time and when required. Material shall have to be supplied on demand.
21. Material shall have to be supplied of standard quality as per related to IS specification. One stack of each type of material shall have to be stacked at site of work and have to be got tested for its

requirement as per norms of quality control. If materials fails to required standards, than the same have to be removed from the site by the agency at his own cost.

22. If the tenderer are firm, company or limited concern, they should mentioned the names of all the partners or the Directors, as the case may be, in their forwarding letter and indicate the name of person who holds, the power of attorney, authorizing him to conduct all transactions on behalf of the firm, company or limited concern. A true copy of partnership deed or the articles of association and power of attorney shall be attached with the tender, in case; the tender is finalized in favour of successful tenderer. The contractor shall have to enter into the agreement as per the rules.
23. The successful bidder in whose favour the tender is finalize has to enter into agreement in **B1** agreement with GIDC. If agency desire to study the same, it is available in the office of Executive Engineer, GIDC, Vadodara in the office hours of any working days.
24. **The agency has to establish at site of work the fully equipped laboratory for day-to-day testing like gradation, density, cube tests etc.**
25. Agency shall have to provide the mobilization of staff for site visit daily till completion of work. 1 number AC Vehicle, i.e., INNOVA or Equivalent (7-seater) four wheelers to be provided with drivers & fuels in good condition. 24 hours with driver at free of cost for limited to 4500 Km per month including Toll Tax. The vehicle should not be older than three years. This is mandatory to the bidder as a part of the tender but no separate claim shall be entertained. **If the above vehicle is not provided compensation shall be levied and deducted from the bill as decided by the engineer in charge.**
26. All the documents to be submitted online and original DD and FDR for tender fee and EMD will have to send physically.
27. **It is mandatory to prepare sample of work to be carried out for each of the component as mentioned in the BOQ or drawings in all respects for the area as directed by Engineer in charge. Further work can start after approval from competent authority of GIDC. No extra payment will be paid for sample preparation.**

INFORMATION AND INSTRUCTION FOR BIDDERS

1. INTRODUCTION:

Bids i.e., Technical Bid with with prequalification application and Schedule B for the Construction of New Office Building at GIDC, Vadodara. is invited from Contractors on e tendering process. The contractors, who wish to bid for this contract, should also apply for Prequalification in the manner set out in this document.

The price bid will be opened only of those tenderers pre-qualified by the G.I.D.C as having necessary qualification, suitability to perform the contract satisfactorily and also opened Technical Bid with Prequalification Application will be considered. Technical Bid with Prequalification Application of disqualified bidders will not be considered.

2. BACKGROUND

GIDC is planning to construct a New Office Building for GIDC Officers and employees at the site approved by Hon'ble Collector Vadodara having an area of 7269 sq .mt .

LOCATION OF WORK AND SITE INFORMATION:

The proposed work site is at Priyalaxmi mill at Alkapuri Vadodara.

SCOPE OF WORKS:

The works include site clearings before starting the work & after completion of the works, making temporary approach to the site of work, liaisoning and co-ordination with local people & local authorities for smooth working.

The contractor shall co-operate with local people & plot / shed's holders to maintain co-cordial working environment and shall take full care to minimize hassles to the local people & plot / shed's holders while working. The contractor shall, upon the completion of works, hand over the site of works in neat & clean manner. The proposed works are as under.

- A. Civil Work
- B. Plumbing Work
- C. Compound Wall
- D. Electrical Work

3. BIDDER'S RESPONSIBILITY

The intending Bidders shall be deemed to have visited the site and familiarized themselves thoroughly with the site conditions and all other aspects affecting the work under this Contract before submitting the tender. No claim / extension of time whatsoever shall be entertained on account of prevailing site conditions.

Interested Bidders may obtain further information at the following address:

Executive Engineer, Vadodara Division, 6th FLOOR, UNIQUE TRADE CENTRE,
HOTEL KANSAR BUILDING, SAYAJIGUNJ, GIDC, VADODARA .

4. EARNEST MONEY DEPOSIT (EMD) EMD is payable in the manner set out in the Form B1

Demand Draft for E.M.D. shall be submitted in electronic format only through online (by scanning) while uploading the bid. The submission shall mean that E.M.D. is received for purpose of opening the bid. Accordingly offer of those shall be opened whose E.M.D. is received electronically. However bidder shall submit the DD in original to Executive Engineer, Vadodara Division, Vadodara. As per the schedule specified in tender notice for submission of document in physical form will not be considered and offer treated as non responsive. Exemption certificate shall not be acceptable.

Earnest money in specified form @ 1 % of the estimated cost must be sent as mentioned above preceding electronically. Tenderer may pay earnest money up to Rs. 50,000 in cash or in the form of Crossed Demand Draft or fixed deposit or fixed deposit at-call receipts with a validity period of not less than 180 days of Nationalized or Scheduled bank or Narmada/Shrinidhi F.D.Rs. drawn in favour of Executive Engineer/Divisional Officer concerned. Earnest money by cheque & Bank Guarantee shall not be accepted. (vide R & BD G. R. No. TNC/ 1090/(100) (4)-C, dated 4-11 -2000). However in respect of the works estimated to cost above Rs. 50 lacs, the amount of earnest money in excess of Rs. 50,000 can be offered by the contractor, at his choice, in the form of Bank Guarantee of the Scheduled or nationalized Bank only. The Bank Guarantee in such cases will be furnished in the following form. In such cases also, the amount of earnest money first Rs. 50,000 will be paid only in the form of cash or crossed demand drafts or fixed deposit receipts or deposit at call receipts worth the validity period of not less 180 days of the nationalized or Scheduled or Narmada/ Shrinidhi F.D.Rs. 9,49,935.00.

If the contractor does not turn up to pay the Security Deposit and execute contract agreement within specified (or extended) time after intimation to him about acceptance of his offer, the earnest money paid for this work will be forfeited according to Clause-1 of this tender form tenderer's tender shall be rejected and then according to aforesaid provision of tender, action to blacklist the Contractor will be initiated without Delay. (Vide R & B D G.R. No. Misc.- 1097 -90-1091/97 -Z/C dated 04-10-97 & Parach-102008-5-C-Partfile dated 27-11-08).

Bank Guarantee is permissible only when the estimated cost of work is more than Rs. 50 lacs.

BANK GUARANTEE

Where as M/s _____ (hereinafter called the Tenderer) is desirous and preferred to tender for works in accordance with the terms and conditions of tender for the work of _____ and where as We, Bank, agree to give the tenderer a guarantee for the Earnest Money.

Therefore, we hereby affirm that we are guarantors on behalf of the Tenderer upto total rupees _____ in words) Rs. _____ (in figures)

and we undertake to pal to Executive Engineer _____ Division _____ Department of Government of Gujarat upto his first written demand, without demur, without delay and without the necessity of a previous notice of judicial or administrative procedures and without the necessity to prove to the Bank the defects or shortcomings or debits of the contractor any sum within the limit of Rs. _____.

We further agree that the Guarantee herein contained, shall remain in full force and effect during the period that would be taken for the acceptance offender.

However, unless a demand of claim under this guarantee is made on us in writing on or before the _____ (Date to be specified - will not be less than 180 days from the stipulated date of receiving the tender) we shall be discharged from all liabilities under this guarantee thereafter.

We undertake not to revoke the guarantee during it currency except with the previous consent of the Executive Engineer _____ Division _____ in writing.

We lastly undertake not to revoke the guarantee for any charge in constitution of the Tenderer or of the Bank.

Date Signature & Seal of Guarantor _____

Bank Address _____

The Earnest Money submitted in the form of Deposit-At-call receipt shall need minimum validity of six months from the last date of online submission of tender. Tender not supported with tender fee, Earnest Money & documents and not submitted in electronic format (by scanning) while uploading the bid shall be rejected as NON Responsive. If the tenderer modifies or withdraws his tender, the Earnest Money (in case of EMD exemption certificate, proportionate amount equivalent to EMD of a particular tender) shall be forfeited and the tenderer may be disqualified from tendering for future works under the Government.

The Earnest Money will be returned to the unsuccessful tenderers. The Earnest Money will be returned to the successful tenderer after he furnishes security deposit and duly enters into the contract.

Within Ten days or within such time as may be decided by the Tender Inviting Authority from date of receipt of the Letter accepting his tender, the successful tenderer shall furnish the required security deposit and attend the office of the Tender Inviting Authority for execution of the contract documents. If he fails to furnish the security deposit or execute the contract document, his Earnest Money (in case of EMD exemption certificate equivalent amount there from) shall be forfeited and action to blacklist the contractor will be initiated without delay (Vide R & B.D. G. R. No. Misc. 1097-90-1091-97 -Z/C dated 4-10-97).

5. SECURITY DEPOSIT (SD) – 5.00 % of Estimated Cost put to tender.

SD is payable in the manner set out in the Technical Bid with Prequalification Application by the successful tenderer / Bidder.

Initial Security Deposit in the form of small saving or Narmada Bond or FDR – 2.5% of the estimated cost. (Validity period of 2 years)	Rs. 24,99,836.00
To be deducted from R.A. Bill - 2.5% of the estimated cost.	Rs. 24,99,836.00
Performance Bond of scheduled or Nationalize Bank - 5% of the estimated cost. (Validity period of 2 years)	Rs. 49,99,672.00 (To be paid with initial security deposit)

6. PERFORMANCE BOND

Performance Bond in the form of Bank guarantee of Nationalized Bank is payable in the manner set out in the Form B-1 from section-2 clause-1 along with initial security deposited by the successful bidder

As per circular of performance bond/security dated 01/06/2021 of R&B Dept

7. FDR/ BANK GUARANTEE TOWARDS FREE MAINTENANCE GUARANTEE

Rs. 49,99,672.00 (5% OF ESTIMATED COST PUT TO TENDER)

As per B1 agreement Clause No. 17B

8. PROGRAMME OF WORK:

The program of work for this contract is as under.

Online Submission of Bid Document	Period for Validity of offer	Period of completion
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From 08 th June 2026 to 6 th July 2026 upto 17.00 hours	120 days from the opening of technical bid	24 Months from the date of work order
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The time is essence of the contract. The contractor shall have to ensure progress of the work proportionately as per Schedule-C of B-1 agreement.

9. SUPERVISION OF WORK:

G.I.D.C reserves the right to appoint Third Party Inspectors (TPI) for quality assurance and quality control in addition to the Engineer-in-charge of the work & Quality Control branch of G.I.D.C. Head Office.

10. DEFECT LIABILITY PERIOD :

The defect liability period shall be 36 months from the certified date of completion or three monsoons whichever is later.

For details, please refer Clause NO. 17 of B1 form

11. PRICE VARIATION CLAUSE & STAR RATE (CLAUSE 60A)

A) CEMENT, STEEL (ClauseNo.60A of B1 form)

The amounts payable to the contractors for the work done involving use of cement, steel when the Government as for schedule A does not supply these materials shall be adjusted for increase or decrease in the rates of these materials as under

The rates cement and steel are taken from available bidders of local market .

Sr.no.	Type of Materials	Star rate	Quantity (approx.)	Month of DTP Approved
1	Cement	Rs 5627.12/ MT	1214.00 MT	June 2026
2	Steel-FE -500 D	Rs 54237.28/MT	285.00 MT	

The above star rates are linked with Reserve Bank of India price index for steel and cement for the month in which the DTPs are approved. The star rates are exclusive of GST. The month in which DTP are approved will be specified in the tender document. The star rate should be mentioned in the tender copy as under:-

I. For Cement, Price of cement from authorized dealer should be obtained for the month in which the D.T.P. are approved & mentioned as star rate before issue of tender copy.

II. For steel & H.Y.S.D. bars, rate of SAIL should be obtained for the month in which the DTPs are approved and mentioned as star rate before issue of tender copy

II(b) For asphalt the star rate is based on koyali Refinery Prevailing in the month which DTP is approved and should be mentioned before issue of tender copy.

III.For basic index specific month in which the DTPs are approved should be mentioned before issue of tender copy.]

The fluctuations in rates of cement and steel shall be adjusted in the bills payable to the contractor as under :

$$A = B \times \left\{ \frac{C_1}{C_0} - 1 \right\} \times D$$

A = Difference of Amount payable or recoverable

B = Star rate of steel / cement / asphalt / MS Plate / HR Coil.

C1 = The (quarterly) average corresponding index for steel, cement, asphalt, MS Plate/ HR Coil for the quarter under consideration (as published in monthly bulletin of Ministry of Commerce and Industry Govt. of India.

Co.- Price index of cement/steel asphalt / MS Plate / HR Coil for the month in which the DTPS are approved published in monthly bulletin of Reserve Bank of India.)

D – Qty. of cement / steel / asphalt actually brought by the contractor on site of work and consumed in the work during quarter duly supported with bill as recorded in the cement consumption register or MB (for steel).

Condition for variation in prices of Cement and steel only

1. No Ceiling for escalation for difference in the cost of Steel, Cement will be applicable
2. This clause shall be operative from the date of issue of work order and up to the expiry of original and extended time limit.
3. This formula shall be used individually for Cement, Steel CRS/TMT / HYSD steel for calculating adjustment.
4. The Cement, Steel & MS pipe brought by the contractor on site of work shall be used only after the same is approved by the Department.
5. If such materials are not found as per the requirement of I.S. specification, the same shall be removed by the contractor for which no claim shall be entertained.
6. This clause will be applied to the work irrespective of the cost of the work

12. MOBILIZATION ADVANCE:

Mobilization advance shall not be payable as per GIDC Circular no.581 dated 12/2008

PURCHASE OF BITUMEN BY THE AGENCY:

~~The contractor shall have to purchase the bitumen in Bulk only from only Govt. recognized refinery & shall have to produce the original purchase bills along with the original gate passes etc. The bitumen to be brought on site includes all transportation charges, taxes etc. with all lead and lift.~~

13. POWER SUPPLY / WATER SUPPLY / OTHER UTILITIES:

The Contractor will make his own arrangement at his cost for power supply / water supply and other utilities required for the execution of work and arrangements for temporary distribution. All the works will be done as per IEA regulations. The Contractor shall ensure at his cost that all electrical lines, water supply lines and equipment & all installations are approved by the state electricity inspector before power can be supplied by State Electricity Board & GIDC for water

14. CONDITIONS OF CONTRACT:

Successful bidder shall have to enter in to prevailing agreement B-1 with GIDC, all the tender documents including pre-bid meeting minutes, negotiation letter and acceptance letter will form-A integral part of the contract. All works will confirm to the Indian Standards, specifications for road & Bridge works of Ministry of Road Transport and Highway or other equivalent standard mentioned in the contract document as approved by the Engineer-in-charge.

15. The bidder shall have to obtain all Structural RCC design/drawings from Design Cell prior to commence construction activity of related items.
16. Submission of structural design in software using STAAD, if applicable.

17. The structural design of the industrial building is in accordance with the following codes and standards with latest revision of IS 456, IS 875, part I to V, IS 1893 part I to part V, IS 13920, SP16, SP34, & other relevant latest IS codes. (If applicable)
18. The structural design and drawings including structural analysis, design preparing all details of structural drawing etc...to be prepared by the contractor and submitted to the design branch of GIDC at HO AND shall be approved by design branch GIDC Gandhinagar before execution of the work. For Scrutiny, head office GIDC Gandhinagar instructions should be followed. (if applicable)

SPECIAL CONDITIONS

1) SUPERVISION OF WORK:

G.I.D.C reserves the right to appoint Third Party Inspectors (TPI) for quality assurance and quality control in addition to the Engineer-in-charge of the work & Quality Control branch of G.I.D.C. Head Office.

Material Testing charges shall be deducted from R.A. Bill as per the manner set out under as per **B-1** Form.

The contractor will set up at site, Material / Field testing laboratory of minimum 25 Sq. mtr. area dully connected with water and electric supply and will provide testing instrument as directed by Engineer- in –Charge. The instruments provided should be as per I.S. Standard, so certified and be regularly and periodically calibrated.

2) FREE MAINTENANCE GUARANTEE PERIOD

The contractor shall also undertake Five years comprehensive maintenance contract starting from the date of completion of the work.

- 2.1 The contractor shall have to give Five years maintenance guarantee period from the certified date of completion of work as per clause No. 17B of **B-1** agreement attached herewith. ~~During this period contractor shall have to maintain & repair the damaged portion of the road or the any portion of road and B.T. surface of road including pot holes, depressions, cut or worn out portion at his risk and cost as per direction of the Engineer-in-charge or GIDC. The requirement and nature of maintenance & repair work will be decided by Engineer-in-charge or GIDC and will be binding to contractor.~~

The contractor's scope of work does not include the damages caused by the following and contractor will not be liable for the same.

- Damages caused by overvoltage/under voltage from the Electricity service Company.
- Damages caused by External fire,mishandling or physical breakage due to mishandling or damages to the building due to any other reasons.
- Damages caused by natural disaster which includes Flooding, heavy rains,Earthquake, volcano, cyclone, lighting strike
- Damages caused by rioting, arsoning

- 2.2 Maintenance works for all works done under this contract

Special repairs shall be carried out for keeping the road works surface in perfect working conditions as may be required, from time to time. Action shall be taken for repairing of the damaged portion of road so that other components of the works does not get damaged due to any reasons whatsoever.

- 2.3 GIDC reserve the right to withdraw the maintenance work at any stage. The decision of GIDC will be final and binding to the contractor.

- 2.4 FREE MAINTENANCE GUARANTEE PERIOD: Clause No.17 B of Form **B-1** as under.**

The scope of works also includes Five years free maintenance guarantee period from the certified date of completion of the works.

Following alteration is made in the B1 agreement attached with the Tender.

1. Contractor shall have to give five years free maintenance guarantee for period from the

certified date of taking over. ~~During this period contractor shall have to repair the damaged portion or the any portion of road and B.T. surface of road including pot holes, depressions, cuts or worn out portion at his risk and cost as per directions of Engineers. Five percent of value of B.T. items in each running bill shall be with held and released after this period is over. Provided for this amount~~ the contractor shall be allowed to convert it in to F.D.R or Bank Guarantee obtained in the name of Executive Engineer.

2. Not Specified
3. Two percent of the amount eligible for payment bituminous items shall be withheld till the miscellaneous items like earthwork in embankment/cutting for side shoulders, side gutters, kilometer/indicator/guard stones, sign boards etc. are completed in all respect by the contractor. After completion of the miscellaneous items, the above said 2% with held amount shall be released. (R&B Circular No. Tnc-10-2013-3 (Part-III)-C, dated 13-12-2013).

During this period, the contractor shall be responsible to make good, working condition and remedy at his own expenses, any defects, which may develop or may be notice for the work carried out by him or due to reasons attributed to him.

The Engineer-in-charge shall give the contractor a notice in writing about the defects with remedial measures and the contractor shall make good the same within period specified in the notice. In case of failure, on the part of the contractor to carry out / comply the instructions of Engineer-in-charge, the Engineer-in-charge may rectify or remove and re-execute the work at the risk and cost of the contractor.

The Engineer-in-charge shall be entitled to appropriate the whole or any part of the amount of (i) security deposit (ii) Performance Guarantee Bond in the form of B.G. or N.S.C. / F.D / S.S.N.N.L., and (iii) Free maintenance guarantee bond in the form of B.G. or N.S.C. / F.D / S.S.N.N.L towards the expenses, if any incurred by him / Engineer-in-charge for rectification / removal, and re-execution the work.

The contractor shall immediately recoup the amount so spent such that at any given time the security deposit, Performance Guarantee Bond or N.S.C. / F.D / S.S.N.N.L. and free maintenance guarantee bond for maintenance guarantee period shall be maintained as laid down in the Special condition of the contract.

If contractor fails to recoup the amount of Security deposit, Performance Guarantee Bond or N.S.C. / F.D / S.S.N.N.L. and free maintenance guarantee bond for maintenance guarantee period, Engineer-in-charge shall be entitled to recover the amount spent over the above from the amount of security deposit, Performance Guarantee Bond or N.S.C. / F.D / S.S.N.N.L. and free maintenance guarantee bond for maintenance guarantee period.

The Corporation reserves the rights to en-cash the Performance Guarantee Bond & Bank Guarantee or N.S.C. / F.D / S.S.N.N.L., if required.

3) Surveying & measuring equipments:

Equipments for surveying & measurement on the work shall be procured by the contractor for his use. The same also is made available to the Engineer at site or any work connected with the contract without any additional charges.

4) Units rates under Schedule "B" :

The Unit rates specified for various items to be executed as per Schedule "B" attached with the Price Bid are inclusive all labours, materials, testing charges, equipments, all incidental charges involving in the work and as specified in the Mode of measurement & payment of detailed specifications of items incl. all taxes, royalty, octroi, transportation cost etc. all as applicable presently as to be enforced for future by any / all including Central/State Government & Statutory bodies from time to time.

5) Others :

- In all the items of Schedule "B", the thickness mentioned is compacted thickness to be considered for the purpose of measurements and payments.
- The contractor document shall include the original tender papers of GIDC, submission of contractor negotiation letter, letter of acceptance, agreement in B-1 form and the work order.
- In conformity with prevailing All Government Taxes, applicable at time to time shall be deducted at source for which necessary certificate shall be released by the Executive Engineer.

The contractor shall exhibit a board as per requirement of GIDC with detailed specification and details of work and amount at site at his own cost as directed by the Engineer-in - charge.

SECTION- II

DEFINITION OF TERMS:

In this Contract (As here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- 1) The GIDC/GIDC means GIDC - Vadodara duly represented by Executive Engineer, GIDC, Vadodara
- 2) The "CONTRACTOR" means the person or the persons, firm of company or corporation whose tender has been accepted by the GIDC and includes the Contractor's legal representatives his successors and permitted assigns.
- 3) The "ENGINEER/ENGINEER-IN-CHARGE" shall mean the competent person and / or the consulting firm who be appointed / designated from time to time by the GIDC and shall include those who are expressly authorized by GIDC to act for and on its behalf for operation of this Contract.
- 4) The "WORK" shall mean and include all items and things to be supplied/ done and services and activities to be performed by the Contractor in pursuant to and in accordance with the Contract or part thereof as the case may be and shall include all extra, additional, altered or substituted works as required for purpose of the Contract.
- 5) The "PERMANENT WORK" means and includes works which will incorporated in and form a part of the work to be handed over to the GIDC by the Contractor on completion of the Contract.
- 6) "CONSTRUCTION EQUIPMENT" means all appliances / equipment's and things of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work or temporary works (as hereinafter defined) but does not include materials or other things intended to form or to be incorporated

into the work or camping facilities.

7) "CONTRACT DOCUMENTS" means collectively the Tender Documents, Designs, Drawings Specifications, Schedule of Items/Quantities and Rates, Letter of Acceptance and Agreed Variations if any, and such other documents constituting the tender and acceptance thereof.

8) The "SUB-CONTRACTOR" means any person or 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 personal representatives, successors and permitted assigns of such person, firm or Company.

9) The "Contract" shall mean the Agreement between the GIDC and the Contractor for the execution of the works including therein all Contract documents.

10) The "SPECIFICATION" shall mean all directions the various technical specifications, provisions attached and referred to the Tender Documents which pertain to the method and manner of performing the work or works to the quantities & qualities of the work or works and the materials to be furnished under the Contract for the work as may be amplified or modified by the GIDC or Engineer-in-Charge during the performance of Contract in order to provide for the unforeseen conditions or in the best interests of the work or works. It shall also include the latest edition of relevant Standard Specifications MORT&H, CPHEEO including all addenda's/corrigenda published before entering into Contract.

11) The "DRAWINGS" shall include maps, plans and tracings or prints or sketches thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawing as may from time to time be furnished or approved in writing by the Engineer-in-Charge.

12) The "TENDER" means the proposal along with supporting documents submitted by the Contractor for consideration by the GIDC.

13) The "ALTERATION ORDER" means an order given in writing by the Engineer-in-Charge to effect additions to or deletions from and alteration in the works.

14) The "COMPLETION CERTIFICATE" shall mean the certificate to be issued by the Engineer-in-Charge when the works have been completed in its entirety in accordance with Contract document to his satisfaction.

15) The "FINAL CERTIFICATE" in relation to a work means the certificate regarding the satisfactory compliance of various provisions of the Contract by the Contractor issued by the Engineer-in-Charge/GIDC after the period of liability is over.

16) The "PERIOD OF LIABILITY" in relation to a work means the specified period from the date of Completion Certificate upto the date of issue of final certificate during which the Contractor, stands responsible for rectifying all defects that may appear in the works executed by the Contractor in pursuance of the Contract and includes warranties against manufacturing/fabrication construction defects covering all materials, plants, equipment's, components and the like supplied by the Contractor works executed against workmanship defects. The stipulations of C agreement clause shall always prevail.

17) The "APPOINTING AUTHORITY" for the purpose of Arbitration shall be the Executive Engineer, Bharuch or any other person so designated by the GIDC.

18) "TEMPORARY WORKS" shall mean all temporary works of every kind required in or about the execution, completion or maintenance of works.

19) "PLANS" shall mean all maps, sketches and layouts as are incorporated in the Contract in order to define broadly the scope and specifications of the work or works and all reproductions thereof.

20) "SITE" shall mean the lands and other place on, under, in or through which the permanent works are to be carried out and any other lands or places provided by the GIDC for the purpose of the Contract.

21) "NOTICE IN WRITING OR WRITTEN NOTICE" shall mean a notice in written, typed or printed characters and sent (unless delivered personally or otherwise proved to have been received by the addressee) by registered post to the latest known private or business address or registered office of the addressee and shall be deemed to have been received in the ordinary course of post it would have been delivered.

22) "APPROVED" shall mean approved in writing including subsequent written confirmation of previous verbal approval and "APPROVAL" means approval in writing including as aforesaid.

23) "TELEX/LETTER OF INTENT" shall mean an intimation by a Telex/Letter/Fax to Tenderer(s) that the tender has been accepted in acceptance with the provisions contained in the letter.

24) "DAY" means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.

25) A "WORKING DAY" mean any day that is not declared to be holidays or rest day by the GIDC.

26) "WEEK" means a period of any consecutive seven days.

27) "METRIC SYSTEM" - All technical documents regarding the construction of works are given in the metric system and all work in the project should be carried out according to the metric system. All documents concerning the work shall also be maintained in the metric system.

28) "VALUE OF CONTRACT" shall mean the sum accepted or the sum calculated in accordance with the prices accepted in tender and/or the Contract rates as payable to the Contractor for the execution and full completion of the work.

29) "LANGUAGE FOR DRAWINGS AND INSTRUCTIONS" - All the drawings, titles, notes, instruction, dimensions etc. shall be in English Language.

30) "MOBILISATION" shall mean establishment of sufficiently adequate infrastructure by the Contractor at "Site" comprising of construction equipment's, aids, tools tackles including setting of site offices with facilities such as power, water, communications etc., establishing manpower organization comprising of Resident Engineers, supervising personnel and an adequate strength of skilled, semiskilled and unskilled workers, who, with the so established infrastructure shall be in position to commence execution of work at site(s), in accordance with the agreed time schedule of completion of work. "MOBILISATION" shall be considered to have been achieved, if the Contractor is able to establish infrastructure as indicated above to begin work at all site(s)/locations as per Time Schedule, where so warranted in accordance with agreed schedule of work implementation to the satisfaction of Engineer-in-Charge/GIDC.

31) "COMPLETION" shall mean pressing into service of the system of work executed or any other section or subsection of work of the contractor as certified by GIDC.

32) "Testing Charges: "

All testing of material /output of processed material shall have to be tested in a govt. recognized / GIDC approved laboratory. (The agency has to arrange for sending the material for testing to laboratory at his own cost).

Testing charges shall be recovered from each running account bill to the extent of 1% of estimated cost put to tender only. The testing charges to the laboratory shall be paid limited to the amount recovered from the agency.

The frequency of various test to be carried out for material as well as completed items of work shall be as defined under Related IS / MORTH / IS specifications.

SECTION-III

1.0 GENERAL INFORMATION:

1.1

Contractor, if necessary shall build other temporary access roads to the actual site of construction for his own work at his own cost. The Contractor shall be required to permit the use of the roads so constructed by him for vehicles of any other parties who may be engaged on the project site. The construction may be of the permanent / temporary nature, roads, should the construction thereof start while he is engaged on this work. He shall make due allowance in his tender for any inconvenience he anticipates on such account.

Non-availability of access roads or any other facilities for the use of the Contractor shall in no case condone any delay in the execution of work nor be the cause for any claim of compensation against the GIDC.

1.2 SCOPE OF WORK:

1. Site Clearings and Jungle Cutting: Before commencing the actual construction work, the site will be cleared of any obstructions and the jungle will be cut down to prepare the area for construction activities.
2. Temporary Approach to the Site: Temporary access roads or pathways will be created to facilitate smooth movement of equipment and personnel to the construction site.
3. Site, Route and contour Surveys: The successful bidder will be responsible for conducting site, route and contour surveys in consultation with the Engineer-in-charge to plan and design the schemes.
4. Liaison and Coordination: The construction team will engage in liaison and coordination with local people, other contractors working on the site and authorities to ensure a harmonious working relationship and to address any local concerns that may arise during the construction process.
5. **Statutory Permissions and Clearances: Bidder will be responsible for obtaining all other necessary statutory permissions and clearances from relevant central, state, or local authorities. The bidder shall have to manage day-to-day coordination and follow-up activities based on these clearances on-site. In this regard, all the statutory charges and other charges such as fees, insurance, miscellaneous charges / expenditure etc., are to be paid by the GIDC. (If applicable)**
6. Display Boards: Before starting the actual work, the contractor is required to provide and fix necessary display boards at all worksites according to the design and details directed by the Engineer-in-charge at the contractor's own cost.

1. CIVIL WORKS

1.2 GENERAL

The general arrangements given in the specification is indicative, the contractor to develop detailed drawings to suit process level requirements, capacity specified in specification and available plot area.

1.3 POWER SUPPLY / WATER SUPPLY:

1.3.1 The Contractor will make his own arrangement for power supply and also arrangements for temporary distribution. All the works will be done as per IEA regulations. The temporary power line will be removed forthwith after the completion of work or if there is any hindrance caused to the other works due to the alignment of these lines, the Contractor will re-route or removes the temporary lines at his own cost. The Contractor should make his own arrangement for drawing power from State Electricity Board. The Contractor at his cost will also provide suitable electric meters, fuses, switches etc. for purposes of payment to State Electricity Board. The cost of power supply shall be payable to State Electricity Board every month at prevailing rate for construction works power. However, GIDC shall assist contractor to acquire such connection to best of way. The water if supplied to contractor by GIDC in accordance of the availability (not mandatory), then charges as per the circular of GIDC shall have to be paid by the agency.

1.3.2 It shall be the responsibility of the Contractor to provide and maintain the complete installation on the road side of the supply with due regard to safety requirement at site. All cabling, equipment, installations etc. shall comply in all respects with the latest statutory requirements and safety provisions i.e. as per the Central/State electricity Acts and Rules etc. The Contractor will ensure that equipment and electrical wiring etc. are installed, modified and maintained by a licensed electrician/ supervisor. A test certificate is to be produced to the Engineer-in-Charge for his approval before power is taken from State Electricity Board.

1.3.3 The Contractor shall ensure at his cost that all electrical lines and equipment & all installations are approved by the state electricity inspector before power can be supplied by State Electricity Board.

1.3.4 Contractor will make his own arrangements for requirement of water for construction as well as drinking water and other human needs at site. However, if water is provided by GIDC, the same will be supplied at one point on chargeable basis at the prevailing rate and rules of the Corporation. Contractor has to make his own arrangements for pumping water to other points as per their requirements, if need be.

1.3.5 ELECTRICITY FOR ERECTION, TESTING AND COMMISSIONING PURPOSE.

The contractor shall make all the arrangement for obtaining of power at his own risk and cost. GIDC power will be used by the contractor for his work entire bill will be recover from the agency's bill including any penalty (due to non-maintain of Power Factor) if imposed by the power supply authority.

1.4 TIME SCHEDULE

1.4.1 Total time period of construction is **24 calendar months** period and shall be reckoned from date of issue of work order. The completion schedule be drawn up in such a manner as to provide fronts for completion of other related works/activities. The period of construction

includes the time required for testing, rectifications if any, re testing and completion in all respect and made fully functional to the satisfaction of the Engineer-in-Charge. No concrete work shall be allowed on Holidays.

- 1.4.2 A program of execution of the work will be prepared & submitted by the successful contractor, within 7 days of issue of work order and approved by the GIDC. This program will take in to account the time of completion as specified and the time allowed for the priority works by the Engineer-in- charge.
- 1.4.3 The “GIDC” will draw up final Monthly/ Weekly construction program as submitted by the contractor. The contractor shall scrupulously adhere to these targets / programs by deploying adequate personnel, tools, tackles & machineries and he shall also supply all materials of his scope of supply in good time to achieve the target/ program. In all matters concerning the extent of targets set out in weekly and monthly program and the degree of achievement, the decision of the GIDC will be final and binding on the contractor.

1.5. TENDERER’S RESPONSIBILITY

The intending tenderers shall be deemed to have visited the site and familiarized themselves thoroughly with the site conditions and all other aspects affecting the work under this Contract before submitting the tender. Non - familiarity with the site claims or for not carrying out the works in conformity with the drawings and specifications shall not be entertained or considered.

1.6. QUALITY ASSURANCE / QUALITY CONTROL PROGRAMME

Contractor shall include in his offer the quality assurance program containing the overall quality management and procedures which are required to be contract, detailed quality assurance program to be followed for the execution of contract under various division of work will be mutually discussed and agreed to. The contractor shall establish document and maintain an effective quality assurance system.

The GIDC / Third Party Inspector or their representative reserve the right to inspect / witness, review any or all stage of work at shop / site as deemed necessary for quality assurance.

1.7 POLICY FOR TENDERS UNDER CONSIDERATION

- 1.7.1 Only those tenders which are complete in all respects and are strictly in accordance with the Terms and Conditions and Technical Specifications of Tender Documents shall be deemed to be under consideration immediately after opening of Technical Bid and until such time an official intimation of acceptance / rejection of tender is made by GIDC to the tenderer.
- 1.7.2 GIDC, if necessary will obtain clarification on the Tender by requesting for such information/ clarifications from any or all tenderers, either in writing or through personal Contact as may be necessary and the tenderers are advised to refrain from contacting by any means GIDC and or their employees/ representatives on their own on matters related to tenders under consideration. Tenderers will not be permitted to change the substance of the tenders after opening of tenders.

1.8 AWARD OF CONTRACT

- 1.8.1 The acceptance of tender will be intimated to the successful tenderer by GIDC either by Fax / Telegram/ Cable or by Letter or like means-defined as Letter of Acceptance of Tender.

- 1.8.2 GIDC will be the sole judge in the matter of Award of Contract and the decision of GIDC shall be final and binding.
- 1.8.3 The tenderer is required to carefully examine the technical specifications, conditions of Contract, drawings and other details relating to work and given in tender document and fully inform himself as to all conditions and matters which may in any way affect the work or the part thereof. In case the tenderer is in doubt about the completeness and correctness of any of the contents of the tender document, he should request in writing for an interpretation/clarification to GIDC will then issue interpretation/clarification to tenderer in writing. Such clarification and interpretations shall form part of specifications and Tender Documents and shall accompany the tender which shall be submitted by tenderer within time and date as specified in invitation to tender.
- 1.8.4 If GIDC give any clarifications and information to the tenderer's verbally then the same will not be considered as binding on GIDC until this clarifications/ information are confirmed in writing.
- 1.8.5 It will be imperative on each tenderer to acquaint himself of all local conditions & factors which may have any effect in any manner whatsoever on the execution of work covered under the Tender Document. Tenderer are requested to familiarize themselves with the Indian Income Tax act 1961, Indian Companies Act 1956, Indian Customs Act 1962 and other related acts and laws and regulations of India with their latest amendments, as applicable. GIDC shall not entertain any request for clarifications from the tenderers regarding such statutory laws prevailing at the time of bidding or likely to be enforced in future during currency of the work/agreement.
- 1.8.6 It can be understood and agreed that such factors have properly been investigated and considered while submitting the tender by a bidder. No claim of financial or any other nature & adjustments to value of Contract on account of lack of clarity of such factors shall be entertained by the GIDC.

1.9 CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT

- 1.9.1 The Contractor, on or after award of the work, shall name and depute a qualified engineer having sufficient experience in carrying out work of similar nature to whom the equipment's, materials if any shall be issued and instructions for works given. The Contractor shall also provide, to the satisfaction of the Engineer-in-Charge, sufficient & qualified staff to superintend the execution of the work, competent sub-agent, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the contract in such manner as will ensure proper execution of work and its timely completion. If, in the opinion of the Engineer-in-Charge, additional properly qualified supervisory staff is considered necessary, they 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 his sub-Contractors, if any, shall provide competent & efficient supervision over the work entrusted to them.

If and whenever any of the Contractor's or Sub- Contractor's agents, sub-agents, assistants, foremen or other employees shall, in the opinion of 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 GIDC or the Engineer- in- Charge , it is undesirable for administrative or any other reason for such 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 from the works shall not again be employed in connection with the works without the written permission of the Engineer- in- Charge Any person so removed from the work shall be immediately replaced at the expense of the Contractor be requested to repatriate any person removed from the work he shall do so and shall bear all costs in connection herewith.

- 1.9.2 The Contractor shall be responsible for the proper behavior of all staff, foremen, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the said generality, the Contractor shall be bound to prohibit and prevent any employees 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 employee so trespassing, the Contractor shall be responsible therefore and relieve the GIDC of all consequent claim or actions for damages or injury or on any other grounds whatsoever. The decision of the Engineer- in- Charge upon any matter arising under this clause shall be final. The Contractor shall be liable for any liability of GIDC on account of deployment of Contractor's staff etc. or incidental to or arising out of the execution of Contract.
- 1.9.3 If and when required by the GIDC, Contractor's personnel entering upon the GIDC's premises shall be properly identified by badges, of a type acceptable to the GIDC, which must be worn at all times of GIDC's premises. Contractor may be required to obtain daily entry pass(es) for his staff/employees from GIDC to work within operating areas. These being safety requirements to relaxation's on any account shall be given to Contractor.

POWER OF ATTORNEY

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 the Engineer-in- Charge.

1. Fail to carry out the work in conformity with the Contract Documents, or
2. Fail to carry out the work in accordance with the Time Schedule, or
3. Substantially suspend work or the works for a period of fourteen days without authority from the Engineer- in - Charge or
4. Fail to carry out and execute the work to the satisfaction of the Engineer-in-Charge , or
5. Fail to supply sufficient or suitable construction plant, temporary works, labour, materials or things, or
6. Commits or allows to be committed by any of his authorized sub-Contractors or agents any other breach of any of the provisions of Contract on his part to be performed or observed or persist in any of the above-mentioned breaches of the Contract for fourteen days after notice in writing shall have been given to the Contractor by the Engineer- in- Charge requiring such breach to be remedied, or If the Contractor shall abandon the work, or
7. If the Contractor, during the continuance of the Contract shall become bankrupt, make any arrangement or composition with his creditors or permit any execution to be believed 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 GIDC shall have the power of enter upon the work and take possession thereof and of the materials, temporary work, construction plant and stock thereon and to revoke the Contractor's license to use the same and to complete the work by his agent, other Contractor or work-men or to relate the same upon any terms and to such other person, Firm or Corporation as the GIDC in his absolute discretion may think proper and to employ and for the purpose aforesaid to use or authorize the use of any materials, temporary work, construction plant and stock as aforesaid without making payment or allowance to the Contractor for the said materials other than such as may be certified in writing by the Engineer- in- Charge to be reasonable and without making any payment or allowance to the Contractor for the use of the temporary works, construction plant and stock or being liable for any loss or damage thereto and if the GIDC shall be reason of his taking possession of the work or of the work being completed work being completed by other Contractor (due account being taken of any such extra work or works which may be omitted) then the amount of such excess as certified by the Engineer- in- Charge shall be dedade good and paid to the GIDC by the Contractor and the GIDC shall have power to sell in such manner and for such price as he may think fit, all or any of the construction plant, materials etc. constructed by or belonging to and to recoup and retain the said deficiency or any part thereof out of proceeds of the sale.

1.11 CONTRACTOR'S RESPONSIBILITY FOR CO-ORDINATION WITH THE MECHANICAL, ELECTRICAL, INTER- COMMUNICATION SYSTEM AND OTHER AGENCIES.

Without repugnance to any other condition, it shall be the responsibility of the Contractor executing the work of civil construction to work in close co- operation and co-ordinate the work with his sub-Contractors for the Interior, Electrical, A/C work, Intercommunication work Contractors and other agencies or their authorized representative in providing the necessary grooves, recesses, cut-outs and opening etc. in wall, slabs, beams and columns etc. and making good the placement of electrical, intercommunication cables. Conduits etc. where required for the above said requirements in the false ceiling and other partitions, the Contractor before starting- up the work shall, in consultation with the Electrical, Mechanical, Intercommunication and other agencies prepare and put-up a joint scheme showing the necessary openings, grooves, recesses, cut-outs the methods of fixing required for the work of the aforesaid and the finishes therein to the Engineer- in -Charge and get his approval. The Contractor before finally submitting the scheme to the Engineer-in- Charge shall have the written agreement of the other agencies. The Engineer- in- Charge before communicating his approval to the scheme with any required modifications shall get the final agreements of all the agencies which shall be binding. No claim shall be entertained on account of the above.

The Contractor shall confirm in all respects with provision of any statutory regulations, ordinances or by laws of any local or duly constituted authorities or public bodies which may be applicable from time to time to the work or any temporary works. The Contractor shall keep the GIDC indemnified against all penalties and liabilities of every kind, arising out of non-adherence to such statutes, ordinances, laws, rules, regulations etc.

1.12 OTHER AGENCIES AT SITE

The Contractor shall have to execute the work in such places and conditions where other agencies will also be engaged by the GIDC for other works such as site grading, filling, leveling, Electrical and Mechanical engineering works etc. No claim shall be entertained due to work being executed in the above circumstances.

1.13 NOTICE

TO THE CONTRACTOR

Any notice hereunder may be served on the Contractor or his duly authorized representative at the job site or may be served by registered mail direct to the address furnished by the Contractor. Proof of issue of any such notice could be conclusive of the Contractor having been duly informed of all contents therein.

TO THE GIDC

Any notice to be given to the GIDC under the terms of the Contract shall be served by sending the same by registered mail to or delivering the same at the respective site offices of GIDC addressed to the Executive Engineer (W/D), GIDC- BHARUCH.

1.14 RIGHT OF VARIOUS INTERESTS

i) The GIDC reserves the right to distribute the work between more than one agency (ies). The Contractor shall co-operate and afford other agency (ies) so employed by the GIDC reasonable opportunity for access to the work for the carriage and storage of materials and execution of their works.

ii) Wherever the work being done by any department of the GIDC or by other agency (ies) employed by the GIDC is contingent upon work covered by this Contract, the respective rights of the various interests involved shall be determined by the Engineer- in- Charge to secure the completion of the various portions of the work in general harmony.

1.15 PATENTS AND ROYALTIES

1.15.1 The Contractor if licensed under any patent covering equipment, machinery, materials or compositions 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 thereof. If any equipment, machinery, materials, composition or matters be used or supplied or methods and processes to be practiced or employed in the performance of this Contract is covered by a patent under which the Contractor is not licensed then the Contractor before supplying or using the equipment, machinery, materials, composition, method or processes shall obtain such licenses and pay such royalties and such license fees as may be necessary for performance of this Contract. In the event the Contractor fails to pay any such royalty or obtain any such license any suit for infringement of such patents which is brought against the Contractor or the GIDC as a result of such failure will be defended by the Contractor at his own expense and the Contractor will pay damages and costs awarded in such suit(s). The Contractor shall promptly notify the GIDC if the Contractor has acquired knowledge of any plant under which a suit of the use by the infringement could be reasonably brought because of the use by the GIDC of any equipment, machinery, materials, process, and methods to be supplied hereunder. The Contractor agrees to and does hereby grant to GIDC together with the right to extend the same to any of the subsidiaries of the GIDC as irrevocable, royalty free license to use in any country, any invention made by the Contractor or his employee in or as result of the performance of the work under the Contract.

1.15.2 All charges on account of royalty, tollage, rent, octroi terminal or sales tax and/ or other

duties or any other levy on materials obtained for the work or temporary work or part thereof (excluding materials provided by the GIDC) shall be borne by the Contractor.

1.15.3 The Contractor shall not sell or otherwise dispose of or remove except for the purpose of this Contract, the sand, stone, clay, ballast, earth, rock or other substance or materials obtained from any excavation made for the purpose of the work or any building or produce upon the site at the time of delivery of the possession thereof but all such substances, materials, buildings and produce shall be the property of the GIDC provided that, the Contractor may, with the permission of the Engineer- in - Charge, use the same for the purpose of the work by payment of cost of the same at such a rate as may be determined by the Engineer- in - Charge.

1.15.4 GIDC shall be indemnified from any loss on account of claims against Contractor for the contributory infringement of patent rights arising out of and based upon the claims that the use of the GIDC of the process included in the design prepared by the GIDC and used in the operation of the plant infringes on any patent right. 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 undertaking to provide the GIDC with the same patent protection that Contractor is required to provide under the provisions of this clause.

1.16 LIEN

If any time there should be evidence or any lien or claim for which the GIDC might become liable and which is chargeable to the Contractor, the GIDC shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient to completely indemnify the GIDC/Consultant against such lien or claim and if such lien or claim be valid, the GIDC may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Contractor. If any lien or claim remain unsettled after all payments are made, the Contractor shall refund for pay to the GIDC all money that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses, GIDC reserves the right to do the same.

GIDC shall have lien on all materials, equipment's including those brought by the Contractor for the purpose of erection, testing and commissioning of the work.

The Final payment shall not become due until the Contractor delivers to the Engineer- in-Charge a complete release or waiver of all liens arising or which may arise out of his agreements of receipt in full or certification by the Contractor in a form approved by Engineer- in - Charge that all invoices for labour, materials, services have been paid in lien thereof and if required by the Engineer - in-Charge in any case an affidavit that so far as the Contractor has knowledge or information, the releases and receipts include all the labour and material for which a lien could be filed.

Contractor will indemnify and hold the GIDC/ Third Party Inspector harmless for a period of two years after the issue of Final Certificate from all liens and other encumbrances against the GIDC/ Third Party Inspector on account of debts or claims alleged to be due from the Contractor or his Sub-Contractor and on behalf of GIDC/ Third Party Inspector will defend at his own expense any claim or litigation brought against the GIDC/ Third Party Inspector or the Contractor by any person including his Sub-Contractors till its satisfactory settlement even after the expiry of two years from the date of issue of Final Certificate.

1.17 DELAYS BY GIDC OR HIS AUTHORISED AGENTS

1.17.1 In case the Contractor's performance is delayed due to any act or omission on the part of the GIDC or his authorized agents then the Contractor shall be given due extension of time for the completion of the work to the extent such omission on the part of the GIDC has caused delay in the Contractor's performance of his work. This shall include permissions of Right of Use (ROU) to be obtained by the GIDC.

1.17.2 No adjustment in Contract price shall be allowed for reasons of such delays and extensions granted except as provided in Tender Document where in the GIDC reserves the right to seek indulgence of Contractor to maintain the agreed time schedule of completion. In such an event the Contractor shall be obliged to arrange for working by Contractor's personnel for additional time beyond stipulated working hours as also on Sundays and holidays and achieve the completion date/ interim targets.

1.18 PAYMENTS IF THE CONTRACT IS TERMINATED

1.18.1 If the Contract shall be terminated as per Tender, the Contractor shall be paid by the GIDC, in so far as such amounts or items shall not have already been covered by payments of amounts made to the Contractor, for the work executed and accepted by the Engineer- in - Charge prior to the date of termination at the rates and prices provided for in the Contract and in addition to the following:

- a) The amount payable in respect of any preliminary items so far as the work or service comprised therein has been carried out or performed and an appropriate portion as certified by Engineer- in - Charge of any such items of the work or service comprised which has been partially carried out or performed.
- b) Any other expense which the Contractor has expended for performing the work under the Contract subject to being duly recommended by Engineer - in - Charge and approved by GIDC for payment based on documentary evidence of his having incurred such expenses.

1.18.2 The Contractor will be further required to transfer the title and provide the following in the manner and as directed by the GIDC.

- a) Any and all completed works.
- b) Such partially completed work included in drawings, information and Contract rights as the Contractor has specially performed, produced or acquired for the performance of the Contract.

NO WAIVER OF RIGHTS

Neither the inspection by the GIDC or Consultant or any of their officials, employees or agents nor any orders by the GIDC or Third Party Inspector for payment of money or any payment for or acceptance of the whole or any part of the work by the GIDC nor any extension of time nor any possession taken by GIDC shall operate as a waiver of any provisions of the Contract or of any power herein reserved to the GIDC or any right to damages herein provided nor shall any waiver of any breach in the Contract be held to be a waiver of any other or subsequent breach.

1.19 CERTIFICATE NOT TO AFFECT RIGHT OF GIDC AND LIABILITY OF CONTRACTOR

No interim payment certificates of the GIDC nor any sum paid on account by the GIDC nor any extension of time for execution of the work granted by GIDC/ Third Party Inspector shall affect or prejudice the rights of the work granted by GIDC against the Contractor or relieve the Contractor of his obligations for the due performance of the equipment supplied and no certificate shall create liability for the GIDC to pay for alterations, amendments, variations or additional works not ordered on writing by GIDC or discharge the liability of the Contractor for the payment of damages whether due ascertained or certified or not or any sum against the payment of which he is bound to indemnify the GIDC.

1.20 LANGUAGE AND MEASURE

All documents pertaining to the Contractor including Specifications, Schedules, notices, correspondence, operating and maintenance instructions, drawings or any other writing shall be written in English language. The metric system of measurement shall be used in the Contract unless otherwise specified.

1.21 TRANSFER OF TITLE

The title of GIDC on supplies furnished by the Contractor shall not pass on to the GIDC for all supplies till the same are finally accepted by the GIDC after the successful completion of performance Test and Guarantee Test issue of final certificate.

However, the GIDC shall have the lien of all such works performed as soon as any advance or progressive payment is made by the GIDC to the Contractor and the Contractor shall not subject these works for use other than those intended under this Contract.

1.22 RELEASE OF INFORMATION

The Contractor shall not communicate or use in advertising, publicity sales, releases or in any other medium, photographs or other reproduction of the work under this Contract of descriptions of the site dimensions, quantity, quality or other information's, concerning the work unless prior written permission has been obtained from the GIDC.

1.23 BRAND NAME

The specific reference in the Specifications and documents to any material by trade name, make or catalogue number shall be construed as establishing standard or quality and performance and not as limited competition. However, tenderer may offer other similar alternatives provided it meets the specified standard design and performance requirements

PERFORMANCE OF WORK

SECTION-IV

1. EXECUTION OF WORK

All the work shall be executed in strict conformity with the provisions of the Contract Documents and with such explanatory detailed drawings, specifications, bill of quantities and instructions as may be furnished from time to time to the Contractor by the Engineer-in-Charge whether mentioned in the Contract or not.

The Contractor shall be responsible for ensuring that works throughout are executed in the most substantial, proper and workman like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge.

The Contractor shall provide all necessary materials equipment's labour etc. for execution and maintenance of work till completion unless otherwise mentioned in the Contract.

2. CO-ORDINATION AND INSPECTION OF WORK

The co-ordination and inspection of day-to-day work under the Contract shall be the responsibility of the Engineer-in-Charge. The written instruction regarding any particular job will normally be passed by the Engineer -in-Charge or his authorized representative. A site order book will be maintained by the Contractor for each sector in which the aforesaid written instructions will be entered. These will be signed by the Contractor or his authorized representative by way of acknowledgement within 12 hours.

3. WORK IN MONSOON AND DEWATERING

The execution of the works may entail working in the monsoon also. The Contractor must maintain a minimum labour force as may be required for the job and plan and execute the construction and erection according to the prescribed schedule. No extra rate will be considered for such work in monsoon.

During monsoon and other period, it shall be the responsibility of the Contractor to keep the construction work site free from water at his own cost.

4. WORKS ON SUNDAYS AND HOLIDAYS

For carrying out work on Sundays and holidays, the Contractor will approach the Engineer-in-Charge or his representative at- least two days in advance and obtain permission in writing. The Contractor shall observe all labour laws and other statutory rules and regulations in force. In case of any violation of such laws, rules and regulations, consequences, if any , shall be exclusively borne by the Contractor and the GIDC shall have no liability whatsoever on this account.

5. GENERAL CONDITIONS FOR CONSTRUCTION AND ERECTION WORK

The working time at the site of work is 48 hours per week. Overtime work is permitted in case of need and the GIDC will not compensate the same. Shift working at 2 or 3 shifts per day may become necessary to complete the job in schedule time. No extra claims will be entertained by the GIDC of this account. For carrying out work beyond working hours the Contractor will approach the Engineer-in-Charge or his authorized representative and obtain prior written permission.

The Contractor must arrange for the placement of workers in such a way that the delayed completion of the work or any part thereof for any reason whatsoever will not affect their proper employment. The GIDC will not entertain any claim for idle time payment whatsoever.

The Contractor shall submit to the GIDC/Engineer-in- Charge at regular intervals regarding the state and progress of work. The details and proforma of the report will mutually be agreed after the award of the Contract. The Contractor shall provide display boards showing progress and labour strength at work site as directed by the Engineer-in-Charge.

6. ALTERATIONS INSPECIFICATIONS, DESIGNS AND EXTRA WORKS

The work covered under this Contract having to be executed by the Contractor on item rates quoted by him, the GIDC will not accept any proposals for changes in Value of Contract or extension in time

on account of any such changes which may arise to the Contractor's scope of work as a result of detailed engineering and thereafter during the execution of work. The only exception to this will be a case where the GIDC requests in writing to the Contractor to upgrade/ downgrade the specifications, change the scope of work or the size of any major pieces of equipment's, plant or machinery beyond what is normally required to meet the scope of work defined in the Contract Document.

In such cases a change order will be initiated by the Contractor at the appropriate time for the GIDC's prior approval giving the full back-up data for their review and for final settlement of any impact on price within 30 (thirty) days thereafter.

The Engineer-in-Charge shall have power to make any alteration in, omission from, addition to or substitution for the Schedule of Items, the original Specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work and the Contractor shall be bound to carry out the such altered/extra/new items of work in accordance with any instruction which may be given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work which the Contractor may be directed to do in the manner above specified as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he agreed to do the main work. The time for completion of work may be extended for the part of the particular job at the discretion of the Engineer-in-Charge for only such alterations, additions or substitutions of the work as he may consider as justified and reasonable. The rates for such additional, altered or substituted work under this clause shall be worked out in accordance with the following provisions:

7. DRAWINGS TO BE SUPPLIED BY THE CONTRACTOR

The drawings/data which are to be furnished by the Contractor are enumerated in the Tender and shall be furnished within the specified time.

Where approval / review of drawings before manufacture/ construction/ fabrication has been specified, it shall be Contractor's responsibility to have these drawings prepared as per the directions of Engineer-in-Charge and get it approved before proceeding with manufacture/ construction/fabrication as the case may be. Any change that may have become necessary in these drawings during the execution of the work shall have to be carried out by the Contractor to the satisfaction of Engineer-in-Charge at no extra cost. All final drawings shall bear the certification stamp as indicated below duly signed by both the Contractor and Third Party Inspector / Engineer-in-Charge.

As built drawings showing all corrections, adjustments etc. shall be furnished by the Contractor in six copies and one reproducible transparency for record purposes to the GIDC at no extra cost.

8. SETTING OUT WORKS

The Engineer-in-Charge shall furnish the Contractor with only the four corners of the works site and a level bench mark and the Contractor shall set out the works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

The Contractor shall provide fix, and be responsible for the maintenance of all stakes, templates, level marks, profile and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for the consequence of such removal or

disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing surveys marks boundary marks and center line marks either existing or supplied and fixed by the Contractor. The work shall be set out to the satisfaction of the Engineer-in- Charge. The approval there of jointly with the Contractor by the Engineer-in-Charge in setting out the work shall not relieve the Contractor of any of his responsibility.

Before beginning the works the Contractor, shall at his own cost, provide all necessary reference and level posts, pegs, bamboo's, flags, ranging rods, strings and other materials including surveying and leveling instruments, theodolite for proper layout of the work in accordance with the scheme for bearing marks acceptable to the Engineer-in-Charge. The center, longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct mark at the center to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by Engineer-in-Charge in writing but such approval shall not relieve the Contractor of any of his responsibilities. The Contractor shall also provide all labour, material and other facilities as necessary for the proper checking of layout and inspection of the points during construction.

Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor.

On completion of work, the Contractor must submit the geodetic documents according to which the work was carried out.

9 RESPONSIBILITY FOR LEVEL AND ALIGNMENT

The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment the levels and correctness of every part of the work and shall rectify effectively any errors or imperfections therein. Such rectifications shall be carried out by the Contract at his own cost, as and when instructions are issued to that effect by the Engineer-in-Charge.

10 MATERIALS TO BE SUPPLIED BY THE CONTRACTOR

The Contractor shall procure and provide within the value of Contract the whole of the materials required for the construction including steel and cement and other building materials, tools, tackles, construction plants and equipment for the completion and maintenance of the work except the materials which may be issued by the GIDC from time to time and shall make his own arrangement for procuring such materials and for the transport thereof. The GIDC may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no further responsibility of any nature. The GIDC will insist on the procurement of materials which bear ISI stamp and/or which are supplied by reputed suppliers.

The Contractor shall properly store all materials either issued to him or brought by him to the site to prevent damages due to rain, wind, direct exposure to sun etc. as also from theft, pilferage etc., for proper and speedy execution of his works. The Contractor shall maintain sufficient stocks of all materials required by him.

No materials shall be dispatched from the Contractor's stores before obtaining the approval in writing of the Engineer- in-Charge.

11 DISCREPANCIES BETWEEN INSTRUCTIONS

Should any discrepancy occur between the various instructions furnished to the Contractor, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Contractor's staff and the Engineer-in- Charge's staff, the Contractor shall refer the matter immediately in writing to the Engineer-in-Charge whose decision for losses alleged to have been caused by such discrepancies between instructions, doubts or misunderstanding shall, in any event, be admissible.

12 ACTION WHERE NO SPECIFICATION IS ISSUED

In case of any class of work for which there is no specification supplied by the GIDC as mentioned in the Tender Documents, such work shall be carried out in accordance with PWD specifications & Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the work should be carried out as per Standard Engineering Practice subject to the approval of the Engineer-in-Charge.

13. INSPECTION OF WORKS

The Engineer-in-Charge/Consultant/Third Party Inspector will have full power and authority to inspect the work at any time wherever in progress either on the site or at the Contractor's premises/workshops wherever situated, premises/workshops of any person, Firm or Corporation where work in connection with the Contract may be in hand or where materials are being or are to be supplied and the Contractor shall afford or procure for the Engineer-in- Charge/ Third Party Inspector every facility and assistance to carry out such inspection. The Contractor shall at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in- Charge or his representative to visit the work shall have been given to the Contractor either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than seven 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 above the same shall be uncovered at Contractor's expense for carrying out such measurement or inspection & to be covered up subsequently after the measurement & instructions at contractor's expense.

No material shall be dispatched from the Contractor's stores before obtaining the approval in writing of the Engineer-in- Charge/ Third Party Inspector. The Contractor is to provide at all time during the progress of the work and the maintenance period, proper means of access with ladders, gangways etc. and the necessary attendance to move and adopt as directed for inspection or measurements of the work by the Engineer-in-Charge/ Third Party Inspector.

The Contractor shall make available to the Engineer-in- Charge / Third Party Inspector free of cost all necessary instruments and assistance in checking or setting out of work and in the checking of any work made by the Contractor for the purpose of setting out and taking measurement of work.

14. FOR QUALITY OF WORK

All workmanship shall be of the respective kinds described in the Contract Documents and in accordance with the instructions of the 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 or fabrication or on the site or at all or any such places. The Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge.

- (a) All the tests that will be necessary in connection with the execution of the work as decided by the Consultant/Engineer-in-Charge shall be carried out at the field testing laboratory/approved Lab. as decided by the Engineer in Charge / Third Party Inspector from time to time.

The frequency of various test to be carried out for material as well as completed items of work shall be as defined under MORTH / IS specifications.

- (b) However Contractor at his own cost should make arrangements for the minimum required testing facilities e.g. cube testing machine, sieve analysis apparatus, cement testing device, hydraulic test, etc. at site in order to have regular check on works, materials used etc.

15 SAMPLES FOR APPROVAL

The Contractor shall furnish to the Third-Party Inspector / Engineer-in-Charge for approval, when requested or if required by the Specifications, adequate samples of all materials and finishes to be used in the work. Such samples of all materials shall be submitted along with relevant IS and / or brochure etc. before the work is commenced and in ample time to permit tests and examinations thereof. All materials furnished and finishes applied in actual work shall be fully as per the approved samples.

16. ACTION AND COMPENSATION IN CASE OF BAD WORK

If it shall appear to the Third Party Inspector /Engineer-in-Charge that any work has been executed with unsound, imperfect or unskilled workmanship or with materials of any inferior description or that any materials or articles provided by the Contractor for the execution of the work are unsound or of a quality inferior to that Contracted for or otherwise not in accordance with the Contract, the Contractor shall on demand in writing from the 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 and provide other proper and suitable materials or articles at his own cost. In the event of his failure to do so within the period specified by the Engineer-in-Charge in his demand aforesaid, the Contractor shall be liable to pay compensation @ 1% (one per cent) of the estimated cost of the whole work for every week limited to a maximum of 10% (ten percent) of the value of the whole work while his failure to do so shall continue and in the case of any such failure the Engineer-in-Charge may on expiry of notice period rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of, as the case may be, at the risk and expense in all respects of the Contractor. The decision of the Engineer-in-Charge as to any question arising under this Clause shall be final and conclusive.

17 SUSPENSION OF WORKS

- a) The Contractor shall, if ordered in writing by the Engineer-in-Charge or his representative, temporarily suspend the works or any part thereof for such period mentioned in the written order and shall not proceed with the work therein ordered to be suspended 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 the works aforesaid. An extension of time for completion corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the Contractor should he apply for the same provided that the suspension was not consequent to

any default or failure on the part of the Contractor.

- b) In case of suspension of entire work ordered in writing by Engineer-in-Charge for a period of more than two months, the Contractor shall have the option to terminate the Contract.

18. GIDC MAY DO PART OF WORK

Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this Contract, the GIDC has the alternative right, instead of assuming charge of entire work, to place additional labour force, tools, equipment's and materials on such parts of the work as the GIDC may designate and/or also engage another Contractor to carry out the work. In such cases, the GIDC shall deduct from the amount which otherwise might become due to the Contractor, the cost of such work and materials with ten percent (10%) added to cover all departmental charges and should the total amount thereof exceed the amount due to the Contractor, the Contractor shall pay the difference to the GIDC.

19. POSSESSION PRIOR TO COMPLETION

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

20. CARE OF WORKS

From the commencement to completion of the work, the Contractor shall take full responsibility for the care for all works including all temporary works and in case any damage, loss or injury shall happen to the work or to any part thereof or to any temporary works from any cause whatsoever shall at his own cost repair and make good the same so that on completion, the work shall be in good order and in conformity in every respect with the requirement of the Contract and the Engineer-in-Charge's instructions.

21. DEFECTS PRIOR TO TAKING OVER

If at any time before the work is taken over, the Engineer-in-Charge shall:

- a) Decide that any work done or materials used by the Contractor or by any Sub-Contractor is defective or not in accordance with the Contract or that the works or any portion thereof are defective or do not fulfill the requirements of Contract (all such matters being hereinafter called 'defects' in this clause), and
- b) As soon as reasonably practicable, give to the Contractor notice in writing of the said decision, specifying particulars of the defects alleged to exist or to have occurred, then the Contractor shall at his own expenses and with all speed make good the defects so specified.

In case Contractor shall fail to do so, the GIDC may take at the cost of the Contractor, such steps as may, in all circumstances, be reasonable to make good such defects. The expenditure so incurred by the GIDC will be recovered from the amount due to the Contractor. The decision of the Engineer-in-Charge with regard to the amount to be recovered from the Contractor will be final and binding on the Contractor. As soon as the work have been completed in accordance with the

Contract (except in minor respects that do not affect their use for the purpose for which they are intended and except for maintenance thereof provided in clause 59.1 of general conditions of Contract) and have passed the tests on completion, the Engineer-in-Charge shall issue a certificate (hereinafter called completion certificate) in which he shall certify the date on which the work have been so completed and has passed the said tests and the GIDC shall be deemed to have taken over the work on the date so certified. If the work has been divided into various groups in the Contract, the GIDC shall be entitled to take over any group or groups before the other or others and there upon the Engineer- in-Charge shall issue a Completion Certificate which will however, be for such groups so taken over only. In such an event in the group/section/part so taken over is related to the integrated system of the work, notwithstanding date of grant of Completion certificate for group/section/part, the period of liability in respect of such group/ section/ part shall extend 12 (twelve) months from the date of completion of the work.

22 DEFECTS AFTER TAKING OVER

In order that the Contractor could obtain a Completion Certificate, he shall make good with all possible speed any defects arising from the defective materials supplied by the Contractor or workmanship or any act or omission of the Contractor or that may have been noticed or developed after the works or groups of the works have been taken over the period allowed for carrying out such work will be normally one month. If any defect be not remedied within a reasonable time, the GIDC may proceed to do the work at Contractor's risk and expense and deduct from the Final Bill such amount as may be decided by the GIDC.

If by reason of any default on the part of the Contractor a Completion Certificate has not been issued in respect of any portion of the work within 1 month after the date fixed by the Contract for the completion of the work, the GIDC shall be at liberty to use the work or any portion thereof in respect of which a Completion Certificate has not been issued, provided that the work or the portion thereof so used as aforesaid, the Contractor shall be allowed reasonable opportunity for completing these works for the issue of Completion Certificate.

23. GUARANTEE/TRANSFER OF GUARANTEE

For works like water proofing, acid and alkali resisting materials, pre-construction soil treatment against termites or any other specialised works etc. the Contractor shall invariably engage Sub-Contractors who are specialists in the field and firms of repute and such a Sub-Contractor shall furnish guarantees for their workmanship to the GIDC through the Contractor. In case such a Sub-Contractor/firm is not prepared to furnish a guarantee to the GIDC, the Contractor shall give that guarantee to the GIDC directly.

24. TRAINING OF GIDC'S PERSONNEL

The Contractor undertakes to provide training to engineering personnel selected and sent by the GIDC at the works of the Contractor without any cost to the GIDC. The period and the nature of training for the individual personnel shall be agreed upon mutually between the Contractor and the GIDC. These engineering personnel shall be given special training at the shops, where the equipment will be manufactured and/or in their collaborators works and where possible in any other plant where equipment manufactured by the Contractor or his collaborators is under installation or test to enable those personnel to become familiar with the equipment being furnished by the Contractor. GIDC shall bear only travel, boarding and lodging expenses for the said engineering personnel.

25. REPLACEMENT OF DEFECTIVE PARTS AND MATERIALS

If during the progress of the work, GIDC shall decide and inform in writing to the Contractor, that the Contractor has manufactured any plant or part of the plant unsound or imperfect or has furnished plant inferior to the quality specified or has not executed the work strictly in accordance with the applicable specifications/standards, the Contractor on receiving details of such defects or deficiencies, shall at his own expenses within 7 (seven) days of his receiving the notice or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work and furnish fresh equipment's upto the standards of the specifications. In case the Contractor fails to do so, GIDC may on giving the Contractor 7 (seven) days' notice in writing of his intentions to do so, proceed to remove the portion of the work so complained of and at the cost of Contractor perform all such works or furnish all such works or furnish all such equipment's provided that nothing in the Clause shall be deemed to deprive the GIDC of or affect any rights under the Contract.

The Contractor's full and extreme liability under this clause shall be satisfied by the payments to the GIDC of the extra cost of such replacements procured including erection/installation as provided for in the Contract. Such extra cost being the ascertained difference between the price paid by the GIDC for such replacements and the Contract price portion for such defective plants/work and repayments of any sum paid by the GIDC to the Contractor in respect of such defective plant. Should the GIDC not so replace the defective plant/work. The Contractor's extreme liability under his clause shall be limited to the repayment of all such sums paid by the GIDC under the Contract for such defective plant/work.

PERFORMANCE GUARANTEE

The Contractor shall give performance guarantee in form of unequivocal bank guarantee amounting to 5% of estimated cost put to tender. The performance bond in the format given shall be submitted along with the security deposit and shall be refunded only after completion of work.

FREE MAINTENANCE

The Contractor shall give free maintenance bond in form of unequivocal bank guarantee amounting to 5% of estimated cost put to tender. The free maintenance bond in the format given shall be submitted at the time of issue of completion certificate and having validity of 5 years from the date of completion certificate.

CERTIFICATES AND PAYMENTS SECTION-V

1. RUNNING ACCOUNT PAYMENTS TO BE REGARDED AS ADVANCE

All running account payments shall be regarded as payments by way of advance against the final payment only and not as payments 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 re-erected or be considered as an admission of the due performance of the Contract or any part thereof in this respect or of the accruing of any claim by the Contractor nor

shall it conclude determine or affect in any way the powers of the GIDC under these conditions or any of them as to the final settlement and adjustment of the accounts or otherwise or in any other way vary or affect the Contract. The final bill shall be submitted by the Contractor within 3 months of the date of physical completion of the work and joint final measurement otherwise, the Engineer-in-Charge's Certificate of the measurements and of total amount payable for the work accordingly shall be final and binding on all parties.

2. NOTICE OF CLAIMS FOR ADDITIONAL PAYMENTS

Should the Contractor consider that he is entitled to any extra payment or compensation or to make any claims whatsoever in respect of the work he shall forthwith give notice in writing to the Engineer-in-Charge that he claims extra payment and/or compensation. Such notice shall be given to the Engineer-in-Charge within ten days from the ordering of any work or happening of any event upon which the Contractor bases such claim and such notice shall contain full particulars of the nature of such claim with full details and amounts claimed. Irrespective of any provisions in the Contract to the contrary, the Contractor must intimate his intention to lodge claims on the GIDC within 10 days of the commencement of the happening of the event and quantify the claim within 30 days. 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 the GIDC to reject any such claim and no delay in dealing therewith shall be waiver by the GIDC of any rights in respect thereof.

GIDC shall review such claims within a reasonable period of time and cause to discharge these in a manner considered appropriate after due deliberations thereon. However Contractor shall be obliged to carry on with the work during the period in which his claims are under consideration by the GIDC irrespective of the outcome of such claims.

Here additional payments for work considered extra are justifiable in accordance with the Contract provisions, GIDC shall arrange to release the same in the same manner as for normal work payments. Such of the extra works so admitted by GIDC shall be governed by all the terms, conditions, stipulations and specifications as are applicable for the Contract. The rates for extra works shall generally be the unit rates provided for in the Contract. In the event unit rates for extra works so executed are not available as per Contract, payments may either as re-leased on day work basis for which daily/hourly rates for workmen and hourly rates for equipment rental shall apply or on the unit rates for work executed shall be derived by interpolation/ extrapolation of unit rates already existing in the Contract. In all the matters pertaining to applicability of rate and admittance or otherwise of any extra work claim of Contractor the decision of EIC. shall be final and binding.

3. PAYMENT OF CONTRACTOR'S BILL

The Contractor shall normally submit his running account bill once in a month. The Contractor on submitting the bill thereof be entitled to receive a monthly payment proportionate to the part thereof approved and passed by the Engineer-in-Charge, whose Certificate of such approval and passing of the sum so payable shall be final and conclusive against the Contractor. This payment will be made after making necessary deductions as stipulated elsewhere in the Contract Document for materials, advance payments, Security Deposit, taxes etc.

4 COMPLETION CERTIFICATE DOCUMENTS

The following documents will be deemed to form the completion documents duly certified by third party inspector.

- i) The technical documents according to which the work was carried out.
- ii) Six (6) sets of construction drawings showing therein the modifications and corrections made during the course of execution and signed by the Engineer-in-Charge/ Third Party Inspector.
- iii) Completion Certificate for 'embedded' and 'covered' up work.
- iv) Certificates of final levels as set out for various works.
- v) Certificates of tests performed for various works.
- vi) Materials appropriation statements for the materials issued by the GIDC for the works and list of surplus materials returned to the GIDC's store duly supported by necessary documents.
- vii) Manufacturer's guarantees/warranties for the equipment supplied, instruction/operation manuals, drawings etc. (4 copies) and also the guarantee/ warranty certificate for any work carried out through any specialized agency e.g. waterproofing, anti- termite treatment etc.

TAXES AND INSURANCE

SECTION-VI

1.0 TAXES, DUTIES, OCTROI ETC.

Prevailing policy / Government Resolution (G.R.) of Govt. of Gujarat (GoG) / Competent Authority regarding GST may please be read carefully by the prospective bidder for all the works and submit the price bid offer excluding GST accordingly. **(GST will be paid extra)**

For further clarification in GST, kindly contact our GST Consultant.

For further clarification kindly contact our GST Consultant M/s. Ashok Chhajad & Associates, Chartered Accountants, 22, City center, Swastik cross Road, CG Road, Ahmedabad 380009

Phone +91 79 26402929-30

Contact Person: CA. Arist Chhajad / CA. Naresh Bahroo.

Mo: +91 8160821349.

2.0 INSURANCE

Contractor shall at his own expense arrange secure and maintain insurance with reputable insurance companies to the satisfaction of the GIDC as follows:

Contractor at his cost shall arrange, secure and maintain insurance as may be necessary and to its full value for all such amounts to protect the works in progress from time to time and the interest of GIDC against all risks as detailed herein. The form and the limit of such insurance as defined herein together with the under works thereof in each case should be as acceptable to the GIDC. However, irrespective of work acceptance the responsibility to maintain adequate insurance coverage at all times during the period of Contract shall be that of Contractor alone. Contractor failure in this regard shall not relieve him of any of his responsibilities and obligations under the Contract.

Contractor as far as possible shall cover insurance with Indian Insurance Companies including Marine Insurance during ocean transportation.

3.0 EMPLOYEES STATE INSURANCE ACT

The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by the Employee State Insurance Act- 1948 and the Contractor further agrees to defend, indemnify and hold GIDC harmless for any liability or penalty which may be imposed by the Central, State or Local authority by reason of any asserted violation by Contractor or any of his Sub-Contractor of the Employees State Insurance Act-1948 and also from all claims, suits or proceedings that may be brought against the GIDC arising under, growing out of or by reason of the work provided for by this Contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.

The Contractor agrees to fill in with the Employee's State Insurance Corporation the declaration forms and all forms which may be required in respect of the Contractor's or his Sub-Contractor's employees, who are employed in the 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(s) to deduct employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employees contribution card at wages payment intervals. The Contractor shall remit and secured the Agreement of the Sub- Contractor(s) to remit to the State Bank of India, Employee's State Insurance Corporation account, the employee's contribution as required by the Act. The Contractor agrees to maintain all cards and records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the Sub- Contractor(s) to maintain such records. Any expenses incurred for the contributions, making contributions or maintaining records shall be to the Contractor's or Sub-Contractor's account.

The GIDC shall retain such sum as may be necessary from the total Value of Contract until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act-1948 have been paid. This will be pending on the Contractor when the ESI act is extended to the place of work.

4.0 WORK MEN COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Insurance shall be affected for all the Contractor's employees engaged in the performance of this Contract. If any of the work is sublet, the Contractor shall require the Sub-Contractor to provide workmen's compensation and employer's liability insurance for the letters employees if such employees are not covered under the Contractor's Insurance.

5.0 ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATIONS OR BY GIDC

Contractor shall also carry and maintain any and all other insurance(s) which he may be required under any law or regulation from time to time without any extra cost to GIDC. He shall also carry and maintain any other insurance which may be required by the GIDC.

6.0 ACCIDENT OR INJURY TO WORKMEN

The GIDC shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any Sub-Contractor save and except an accident or injury resulting

from any act or default of the GIDC, his agents or servants and the Contractor shall indemnify and keep indemnified the GIDC against all such damages and compensation (save and except and aforesaid) and against all claims, demands, proceedings, costs, charges and expenses what so ever in respect or in relation thereto.

7.0 TRANSIT INSURANCE

In respect of all items to be transported by the Contractor to the site of work, the cost of transit insurance should be borne by the Contractor and the quoted price shall be inclusive of this cost.

8.0 DAMAGE TO PROPERTY OR TO ANY PERSON OR ANY THIRD PARTY

- i) Contractor shall be responsible for making good to the satisfaction of the GIDC any loss or any damage to structures and properties belonging to the GIDC or being executed or pro- cured or being procured by the GIDC or of other agencies within the premises of all the work of the GIDC, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor his employees, agents, representatives or Sub-Contractors.
- ii) The Contractor shall take sufficient care in moving his plants, equipment's and materials from one place to another so that they do not cause any damage to any person or to the property of the GIDC or any third party including overhead and under- ground cables and in the event of any damage resulting to the property of the GIDC or of a third party during the movement of the aforesaid plant equipment or materials, the cost of such damages including eventual/consequential loss of production operation or services in any plant or establishment as estimated by the GIDC or ascertained or demanded by the third party shall be borne by the Contractor. Third party liability risk shall be rupees one lac for single accident and limited to rupees ten lakhs.
- iii) The Contractor shall indemnify and keep the GIDC harmless of all claims for damage to property other than GIDC's property arising under or by reason of this Agreement if such claims result from the fault and/or negligence or willful acts or omission of the Contractor his employees, agents, representative of Sub-Contractor.

SAFETY CODE

SECTION-VII

1.0 GENERAL

Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with GIDC's safety rules as set forth herein. Prior to start of construction, Contractor will be furnished copies of GIDC's "Safety Code" for information and guidance, if it has been prepared.

2.0 SAFETY REGULATIONS

- a) In respect of all labour directly or indirectly employed in the work for the performance of

Contractor's part of this Agreement, the Contractor shall at his own expenses arrange for all the safety provisions as per Safety Codes of CPWD, Indian Standard Institution, the Electricity Act, the Mines Act and such other Acts as applicable.

B) The Contractor shall observe and abide by all fire and safety regulations of the GIDC. Before starting construction, work Contractor shall consult with GIDC's safety engineers or Engineer-in-Charge and must make good to the satisfaction of the GIDC any loss or damage due to fire to any portion of the work done or to be done under this Agreement or to any of the GIDC's existing property.

3.0 **FIRST AID AND INDUSTRIAL INJURIES**

A) Contractor shall maintain first aid facilities for its employees and those of its Sub-Contractor(s).

B) Contractor shall make outside arrangements for ambulance service and for the treatment of industrial injuries. Names of those providing these services shall be furnished to GIDC prior to start of construction and their telephone numbers shall be prominently posted in Contractor's field office.

C) All critical industrial injuries shall be reported promptly to GIDC and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the GIDC.

4.0 **GENERAL RULES**

Smoking within the battery area, tank farm or dock limits is strictly prohibited. Violators of the no smoking rules shall be discharged immediately.

5.0 **CONTRACTOR'S BARRICADES**

A) Contractor shall erect and maintain barricades required in connection with his operations to guard or protect:

- i) Excavation
- ii) Hoisting area
- iii) Areas adjudged hazardous by Contractor's or GIDC's inspectors
- iv) GIDC's existing property subject to damage by Contractor's operations
- v) Rail/road unloading spots

B) Contractor's employees and those of his Sub- Contractors shall get themselves acquainted with GIDC's protective barricading and shall respect the provisions thereof.

C) Barricades and hazardous areas adjacent to but not located in normal routes or travel shall be marked by red flashers/lanterns at nights.

6.0 **SCAFFOLDING**

A) Suitable scaffoldings should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be

provided for the ladder and the ladder shall be given an inclination not steeper than 1 to 4 (1 horizontal and 4 vertical).

B) Scaffolding or staging more than 4 meters above the ground or floor, swing suspended from an overhead support or erected with stationery support shall have a guard rail properly attached, bolted, braced and otherwise retarded at least one meter high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and 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.

working platforms, gangways and stairways should be so that they should not sag unduly or unequally and if the height of the platform of the gangway or the stairway is more than 4 meters above ground level or floor level they should be closely boarded, should have adequate width and should be suitably fastened as described in (B) above.

D) Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.

E) 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 meters in length while the width between side rails in rung ladder shall in no case be less than 30 cms for ladder upto and including 3 meters in length. For longer ladder this width should be increased at least 5 mm for each additional foot of length. Uniform steps spacing shall not exceed 30 cms. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents and shall be bound to bear the expenses of defense of every suit, action or other proceeding of law that may be brought by any person for injury sustained owing to neglect of the above precautions any pay any damages and costs which may be awarded in any such suit or action or proceedings to any such person or which may with the consent of the Contractor be paid to compromise any claim by any such person.

7.0 EXCAVATION AND TRENCHING

All trenches 1.2 meters or more in depth shall at all times be supplied with at least one ladder for each 5 meters length or fraction thereof.

Ladder shall be extended from bottom of the trench to atleast one meter above the surface of the ground. The sides of the trenches which are 1.5 meters in depth shall be stepped 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 meters of the edge of the trench or half of the trench width whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or under-cutting shall be done.

8.0 DEMOLITION/GENERALSAFETY

I) Before any demolition work is commenced and also during the progress of the demolishing work:

a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.

b) No electric cable or apparatus which is liable to be a source of danger shall remain electrically charged.

c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris of materials as to render it unsafe.

II) All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use and the Contractor shall take adequate steps to ensure proper use of equipment by those concerned.

a) Workers employed on mixing asphaltic materials, cement and lime mortars shall be provided with protective footwear and protective gloves.

b) Those engaged in white washing and mixing or stacking of cement bags or any materials which are injurious to the eyes shall be provided with protective goggles.

c) Those engaged in welding and cutting works shall be provided with protective face and eye-shields, hand gloves etc.

d) Stone breakers shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.

e) When workers are employed in sewers and manholes which are in use, the Contractor shall ensure that the manhole covers are opened and are ventilated atleast for an hour before the workers are allowed to get into the manholes and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.

f) The Contractor shall not employ men below the age of 18 years and women on the work of painting with products containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.

1) No paint containing lead or lead product shall be used except in the form of paste of ready-made paint.

Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed & scraped.

3) Overalls shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash them during and on cessation of work.

III) When the work is done near any place where there is a risk of drowning all necessary safety equipment should 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.

IV) Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to the following standards or conditions:

- a) These shall be of good mechanical construction sound materials and of adequate strength and free from patent defects and shall be kept in good working order.
- b) Every rope used in hoisting or lowering materials or as means of suspension shall be of durable quality and adequate strength and free from patent defects.

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, winch or give signals to the operator.

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

e) In case of departmental machine the safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machine, the Contractor shall notify the safe working load of the machine to the Engineer-in-Charge, wherever he brings any machinery to site of work and get it verified by the Engineer concerned.

V) Motors, gears, transmission lines, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as to reduce to minimum the accidental descent of the load. Adequate precautions should be taken to reduce the minimum risk of any part or parts of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energised, insulating mats, wearing apparel such as gloves, sleeves and boots as may be necessary should be provided. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

VI) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffolds, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.

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

VIII) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangements made by the Contractor shall be open to inspection by the Welfare Officer, Engineer-in-Charge or Safety Engineer of the administration or their representatives.

IX) Notwithstanding the above clauses there is nothing in these to exempt the Contractor for the operations of any other act or rules in force in the Republic of India. The works throughout including any temporary works shall be carried out in such a manner as not to interfere in any way whatsoever with the traffic on any roads or footpaths at the site or in the vicinity thereto or any existing works whether the property of the administration or of a third party.

9.0 CARE IN HANDLING INFLAMMABLE GAS

The Contractor has to ensure all precautionary measures and exercise utmost care in handling the

inflammable gas cylinder/ liquids/paints etc. as required under the law and/or as advised by the fire authorities of the GIDC.

10.0 TEMPORARY COMBUSTIBLE STRUCTURES

Temporary combustible structures will not be built near or around work site.

11.0 PRECAUTIONS AGAINST FIRE

The Contractor will have to provide fire extinguishers/ fire buckets and drums at work site as recommended by Engineer-in- Charge. They will have to ensure all precautionary measures and exercise utmost care in handling the inflammable gas cylinders/inflammable liquid/paints etc. as advised by Engineer- in-Charge. Temporary combustible structures will not be built near or around the work site.

12.0 EXPLOSIVES

Explosives shall not be stored or used on the work or on the site by the Contractor without the permission of the Engineer-in- Charge in writing and then only in the manner and to the extent to which such permission is given. When explosive are required for the works they will be stored in a special magazine to be provided at the cost of the Contractor in accordance with the Explosives Rules. The Contractor shall obtain the necessary license for the storage and the use of explosives and all operations in which or for which explosives are employed shall be at sole risk and responsibility of the Contractor and the Contractor shall indemnify the GIDC against any loss or damage resulting directly or indirectly therefrom.

13.0 MINES ACT

13.1 SAFETY CODE

The Contractor shall at his own expense arrange for the safety provisions as required by the Engineer-in-Charge in respect of all labour directly employed for performance of the works and shall provide all facilities in connection therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Engineer-in- Charge shall be entitled to do so and recover the costs thereof from the Contractor.

13.2 Failure to comply with safely code or the provisions relating to, report on accidents and to grant of maternity benefits to female workers shall make Contractor liable to pay Company Liquidated Damages an amount not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final and binding and deductions for recovery of such Liquidated Damages may be made from any amount payable to the Contractor from all the provisions of the Mines Act-1952 or any statutory modifications or re-enactment thereof for the time being in force and any rules and regulation made thereunder in respect of all the persons employed by him under this Contract and shall indemnify the GIDC from and against any claim under the Mines Act or the rules and regulations framed thereunder by or on behalf of any persons employed by him or otherwise.

14.0 PRESERVATION OF PEACE

The Contractor shall take requisite precautions and use his best endeavor to prevent any riotous or unlawful behavior by or amongst his workmen and others employed on the works and for the preservation of peace and protection of the inhabitants and security of property in the

neighborhood of the work. In the event of the GIDC requiring the maintenance of the special police force in the vicinity of the site during the tenure of the works, the expenses thereof shall be borne by the Contractor and if paid by the GIDC, shall be recoverable from the Contractor.

15.0 OUT BREAK OF INFECTIOUS DISEASES

The Contractor shall remove from his camp such labour and their families as refuse protective inoculation and vaccination when called upon to do so by the Engineer- in-Charge's representatives. Should cholera, plague or other infectious diseases break out, the Contractor shall burn the huts, beddings, clothes and other belongings used by the infected parties and promptly erect new huts on healthy sites as required by the Engineer-in-Charge failing which within the time specified in the Engineer's requisition, the work may be done by the GIDC and the cost thereof recovered from the Contractor.

16.0 USE OF INTOXICANTS

The unauthorized sale of spirits or other intoxicating beverages upon the work, in any of the building, encampments or tenements owned, occupied by or within the control of the Contractor or any of his employee is forbidden and the Contractor shall exercise his influence and authority to the utmost extent to secure strict compliance with this condition

SPECIAL CONDITIONS OF CONTRACT

1.0 GENERAL

1.1 The special conditions shall be read in conjunction with General Conditions of Contract. Where the provisions of these Special Conditions are at variance with the provisions of the General Conditions of the Contract, the provisions of these Special Conditions shall take precedence.

1.2 ORDER OF PRECEDENCE

In case of ambiguity in Schedule of Rates, General Conditions, Specifications, Drawings the following order of precedence will prevail:

- a) Telex/Telegram/Fax of intent, detailed Letter of intent along-with statement of Agreed Variations and its enclosures and any corrigendum/addendum. Decision of Pre bid conference put up on website www.gidc.nprocure.com shall be part of tender document.
- b) Price Bid
- c) Specifications/Special Notes regarding Specifications/Drawings in conjunction with each other. However in case of any variation of size/ thickness/ dimensions of members between drawings/specifications etc. then drawing shall prevail over specification.
- d) Special/ additional conditions of contract.
- e) General Conditions of Contract.

1.3 The work shall include site cleanings, jungle cutting, making temporary approach to site of work, liasioning and co-ordination with local people and local authorities for smooth working.

However, acquiring permission shall be the responsibilities of GIDC.

1.4 The contractor shall have to work within the permissible Right of Way (ROW) only and any damage to private properties shall be full responsibility of the contractor including compensation. The Contractor shall co-operate with local people to maintain co-ordial working environment and shall take full care to minimize hassles to the local people while working.

1.5 The contractor shall, upon the completion of works, hand over the site of works in neat & clean manner free of any debris out construction materials.

1.6 LABOUR LICENCE

Contractor shall obtain an appropriate license from concerned authority under the contract labour (Abolition and regulation) Act 1970 and furnish copy of the GIDC. Contractor shall also be responsive for its validity and for complying with provisions of all applicable Acts, rules & regulation in force at the plant location.

1.7 ADVANCES AGAINST DELIVERY OF MATERIALS

No secured advance will be payable to the contractor against delivery of materials at site for the execution of work.

1.8 PROVIDENT FUND ACT

The contractor shall strictly complete with provision of employees provident fund act register themselves with RPFC before commencing work. The contractor shall furnish along with each running bill the challan /receipt for the payment made to the RPFC for proceeding months.

1.9 ALTERATION ADDITION AND OMISSIONS

GIDC shall make any variation of the form, quality or quantity of the work or part there of that may be necessary and for that purpose or if for any other reason it shall be desirable GIDC shall order in writing to the contractor to be and the contractor shall do any of the following:

Increase or decrease in the quantity of any work included in the contract.

Omit any such work .Change the character or quality or kind of any such work. Change the level, line position and dimension of any part of the work and Execute addition work of any kind necessary for the completion of the work and no such variation shall in any way vitiate or invalidate the contract. But the value, if any of all such variations, shall be taken into account in ascertaining the amount of the contract price.

1.10 RESPONSIBILITY FOR PROCUREMENT

Sole responsibility rests with contractor for procurement of all materials required for completion work within the stipulated time.

1.11 GST & other taxes.

Prevailing policy / Government Resolution (G.R.) of Govt. of Gujarat (GoG) / Competent Authority regarding GST may please be read carefully by the prospective bidder for all the works and submit the price bid offer excluding GST accordingly. **(GST will be paid extra)**

For further clarification in GST, kindly contact our GST Consultant.

1.12 INCOME TAX

Income tax deduction as per Income tax rule shall be made from contractor's running account bills unless specific exemption has been obtained by the contractor from the income tax department and document evidence to this effect has submitted to the GIDC.

1.13 APPROVALS

Statutory approvals wherever required such as approval and N.O.C from statutory /local authorities etc. for water supply and sewage systems, electrical installation, GAS authorities, Railway authorities, Highway authorities, Canal authorities etc. are the responsibilities of the contractor. **In this regards, all the statutory charges and other charges such as fees, insurance, miscellaneous charges / expenditure etc., for laying of pipeline are to be paid by the GIDC**

1.14 VARIATIONS

Where the value of the item as executed and addition of new item together with the value of alterations, additions / deletion or substitutions done not exceed by or is not less than plus / minus (+ or -) 30% of the total value of the contract, the item rate in the schedule of rate shall hold good for all such variation between the above mentioned limits irrespective of any increase / decrease of quantities in the individual items of schedule of rates.

1.15 PROGRESS REPORTS

A. Monthly Progress Report

The report shall be submitted on a monthly basis with in ten calendar days from cut off days as agreed up on, covering overall scenario of the. The report shall include but not be limited to the following:

- a) Brief introduction of work.
- b) Activities executed / achievements during the month.
- c) Scheduled v/s actual percentage progress and progress curves for sub ordering, manufacturing/ deliver, sub-contracting, construction.
- d) Areas of concern/ problem/ hold ups. Impact and action plans.

B. Weekly Report

This report (5 copies) will be prepared and submitted by the contractor on weekly basis and will cover following items:

Activities programmed and completed during the week.
 Resource deployed man and machine.
 Quantity, achieved against target in construction.
 Construction percentage progress, scheduled and actual.

1.16 MAKE OF MATERIALS

Wherever any make of item is specified by a brand name, manufacturer or vendor, the make mentioned shall be establishing type, function and quality desired, other make will be considered provided sufficient information are furnished to the GIDC to assess the makes proposed by the contractor as equivalent and acceptable.

Where the makes of materials are not indicated in the tender document, contractor shall use them after written approval of GIDC.

TESTS AND INSPECTION

The contractor shall carry out the various tests as enumerated in the technical specification of this tender document & the technical document that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of taxes. All the test either on the field or outside laboratories concerning the execution of the work and supply of materials by the contractor shall be carried out by the contractor at his own cost.

The contractor shall provide for purposes of inspection access ladders, lighting and instruments at his own cost for inspection work, compressed air for carrying out work shall be arranged by the contractor at his own cost. Before erection all prefabricated spool pieces, fittings, valves etc. shall be cleaned inside and outside by compressed air or by suitable means as specified in technical specification at no extra cost to GIDC.

Any work not conforming to execution drawing, specification or codes shall be rejected at his own cost. **Core tests with NDT tests for RCC work** – Required core from RCC work will be taken and got tested in GERI as well as in approved laboratory as per prevailing codes / standards inclusive of necessary NDT tests and as per directives of Engineer in charge. If the results will not found as per specified / required norms, the concrete work may be removed / demolish and to re construct by the contractor at his own risk and cost, if required and as directed by the Engineer in Charge. Any payment for this will not be given by the Department.

All results of inspection and test will be recorded in the inspection reports, Performa of which will be approved by the engineer in charge. These report shall form part of the completion document. For materials supplied by GIDC, contractor shall carryout the test, if required by the engineer in charge and the cost of such tests shall be reimbursed evidence. Contractor shall inspect carefully all equipment before receiving them from GIDC for installation purposes. Any damage or defect notice shall be brought to the notice of engineer in charge

Inspection and acceptance of work shall not relieve the contractor from any of this responsibility under this contract.

Statutory fees paid to statutory authorities for repeat tests and inspection due to failures, repairs etc. for reasons attributable to the contractor shall by the contractor.

1.17 The contractor shall assist the GIDC with his good offices in acquiring necessary working permissions from various authorities.

1.18 AS BUILT DRAWINGS

Contractor shall prepare a complete set of as built drawing with total station survey and cad

drawing. From the start of construction contractor shall daily process any changes in to two sets of drawing. Deleted parts shall be indicated in red, new part in blue, remarks in green and in changer part in yellow, in said drawings. After completion of work 6 sets with original shall be submitted to GIDC

PRE-QUALIFICATION CRITERIA

- (1) Following constitution of Pre-Qualification evaluation committees is finalized.

Statement 1.1

Sr. No.	Constitution of Committee
1.	<p>Committee of the Superintending Engineer as under.</p> <p>(1) Chief Engineer – Chairman</p> <p>(2) Chief Account officer -Member</p> <p>(3) Superintending Engineer (HO)- Member</p> <p>(4) Superintending Engineer(M&E)-Member</p> <p>(5) Superintending Engineer(FO)-Member</p>

- (2) Prequalification criteria for the Civil / Mechanical / Electrical works.

(2.1) Eligibility: -

(2.1.1) Bidder's registration: -

(2.1.1.1)

- (I) Only those bidders shall bid whose names are borne on the approval list of registered contractors in **“AA” Class** with Gujarat state R&BD / W.R.D. / GIDC.
- (II) Only those bidders shall bid whose names are borne on the approval list of registered contractors in **"Special Category – I (Building works)"** class with Gujarat state R&B D.
- (III) The bidder must have valid registration in **"A" Class** with Gujarat State R&B Electrical Wing and valid Electrical Contractor License issued by Licencing Board, Energy & Petrochemicals Department , Gujarat

OR

The bidder must execute MOU with an agency having valid registration in **"A" Class** with Gujarat State R&B Electrical Wing and valid Electrical Contractor License issued by Licencing Board, Energy & Petrochemicals Department , Gujarat.

- (2.1.1.2) If the Contractor's registration in the required class & category with Gujarat state R&BD/W.R.D./ GIDC is expired on or before the last date of online bidding period of the tender, the bidder must submit through online in electronic form the application for renewal of the same with the concerned department along with receipt of fees paid for it. In such cases, the bidder at his own responsibility must produce valid renewed registration certificate in the required class & category with Gujarat state R&BD/W.R.D./GIDC before the date of opening of technical bid. Failing to which the

bidder shall be disqualified for opening of his price bid. Bidder will solely be responsible for obtaining the required registration.

- (2.1.1.3) In context to above Para (2.1.1.2), it is clarified that the bidder who is having registration in class & category below than the minimum required class & category and the bidder have applied for up-gradation in required class and category with Gujarat state R&BD/ W.R.D. / GIDC shall not be considered valid. In such cases the bidder shall not be considered eligible for bidding.
- (2.1.1.4) The bidder, who is registered in appropriate category of C.P.W.D., M.E.S., Railways and Indian state government, can also bid provided the bidder produce such registration certificate at the time of bidding and obtain registration in required class & category from the Gujarat state R&BD / W.R.D. / GIDC before issuing work order. Bidder will solely be responsible for obtaining the required registration.

Note :- Joint Venture (JV) is not allowed.

(2.2) Annual Turn Over :

- (2.2.1) Average Updated Annual Financial Turnover during the last three years, i.e. 01/04/2023 to 31/03/2026 financial year shall be at least 30 % of the estimated cost, i.e. **Rs. 299.98 lakhs.**
- (2.2.2) For arriving at update value, total amount of Turn Over of any one financial year shall be multiplied by the enhancement factor corresponding to that financial year. Following enhancement factor will be applied to total amount of Turn Over in any one financial year and to bring them to the base year.

Year	Financial year	Enhancement factor
Base (year of inviting tender)	2026-27	1.00
-1	2025-2026	1.10
-2	2024-2025	1.21
-3	2023-2024	1.33

(2.3) Successful experience:

- (2.3.1) Bidder must have experience of successfully completed similar works during **last seven years** ending last day of month previous to one in which applications are invited be either of the following.

APPENDIX-A

DEFINITION OF SIMILAR WORK

- (1) The bidder must have completed **at least single work** of Reinforced Cement Concrete(R.C.C.) frame structure building work of minimum Ground floor + First Floor (G+1) having updated completion cost not less than **Rs. 799.95 lakhs.**(i.e 80 % of the estimated cost.)

OR

The bidder must have completed **at least two different works** of Reinforced Cement Concrete(R.C.C.)frame structure building work of minimum Ground floor + First Floor (G+1) having updated completion cost of each work not less than **Rs. 499.97 lakhs.**(i.e 50 % of the estimated cost.)

OR

The bidder must have completed **at least three different works** of Reinforced Cement Concrete(R.C.C.)frame structure building work of minimum Ground floor + First Floor (G+1) having updated completion cost of each work not less than **Rs. 399.97 lakhs.** (i.e 40 % of the estimated cost.)

- (2) The bidder must have valid registration in “A” class with Gujarat State, Roads & building Department’s Electrical wing & valid electrical contractor licence issued by Licencing board. And the bidder must have completed (i) **at least single work** of Internal Electrification work of building having updated completion cost not less than **Rs. 243.96/- Lakh.**(i.e 80 % of the estimated cost of Electrical part only) Or (ii) **at least two different works** of Internal Electrification work of building having updated completion cost of each work not less than **Rs. 152.47/- Lakh.**(i.e 50 % of the estimated cost of Electrical part only) Or (iii) **at least three different works** of Internal Electrification work of building having updated completion cost of each work not less than **Rs. 121.98/- Lakh.**(i.e 40 % of the estimated cost of Electrical part only)

OR

The bidder must produce MOU with the agency having valid registration in “A” class with Gujarat State , Roads & building Department’s Electrical wing & valid electrical contractor licence issued by Licencing board and must have completed (i) **at least single work** of Internal Electrification work of building having updated completion cost not less than **Rs. 243.96/- Lakh.**(i.e 80 % of the estimated cost of Electrical part only) Or (ii) **at least two different works** of Internal Electrification work of building having updated completion cost of each work not less than **Rs. 152.47/- Lakh.**(i.e 50 % of the estimated cost of Electrical part only) Or (iii) **at least three different works** of Internal Electrification work of building having updated completion cost of each work not less than **Rs. 121.98/- Lakh.**(i.e 40 % of the estimated cost of Electrical part only)

- (3) The bidder must have valid electrical license issued by the licensing board and must have completed **at least single work** of supply, installation, testing and commissioning (SITC) of lift.

OR

The bidder must have execute MOU with the agency having valid electrical license issued by the licensing board and must have completed **at least single work** of supply, installation, testing and commissioning (SITC) of lift.

- (4) The bidder must execute MOU with approved (as per vendor list) Lift original equipment manufacturer (OEM) having valid lift manufacturing license issued by licensing board.

- (2.3.2) For arriving at update value, final amount of the work, completed in any one financial year shall be multiplied by the enhancement factor corresponding to that financial year. Following enhancement factors will be applied to final amount of work, completed in any one financial year and to bring them to the base year. The current financial year in which bid is invited shall be considered as the base year.

Year	Financial year	Enhancement factor
Base (Year of inviting tender)	2026-2027	1.00
-1	2025-2026	1.10
-2	2024-2025	1.21
-3	2023-2024	1.33
-4	2022-2023	1.46
-5	2021-2022	1.61
-6	2020-2021	1.77
-7	2019-2020	1.95

A work would qualify as similar work only if it meets with definitions given in below Appendix-A.

(2.4) Bid Capacity:

- (2.4.1) The bidder must have available bid capacity (ABC) more than the amount put to tender. **(Rs. 9,99,93,434.00)**

$$ABC = 2 * A * N - B$$

Where,

A is the maximum of **updated total amount of works executed** in any one year of the last five financial years i.e. **from Dt.01/04/2021 to Dt.31/03/2026**.

N is the number of years prescribed for completion of the proposed work.

B is the amount of the exiting commitments and on-going works to be discharged during time interval of N years from the bid due date. As per following schedule-E.

SCHEDULE-E

“EXPERIENCE ALL PROJECTS IN PROGRESS”

Give information about all projects which are in progress including the company has received a letter of intent / acceptance but a formal contract has not yet been awarded.

Employer	Engineer responsible for supervision	Location & description of works	Value of contract	Cost of work executed as on date of this bid	Remaining work to be executed as on date of this bid	Percentage of practical completion	Date of work order	Stipulated date of completion of work	Likely date of completion	Reasons for slow progress, if any.
1	2	3	4	5	6	7	8	9	10	11
Total										

Note: - Non-disclosure of any information in the schedule will result in disqualification of the bidder.

(Signature of bidder)

(2.4.2) For the purpose of updating amount of works executed in any year, procedure narrated as under shall be applied.

(2.4.3) For arriving at update value, total amount of works executed in any one year shall be multiplied by the enhancement factor corresponding to that year. Following enhancement factors will be applied to total amount of works executed in any one year and to bring them to the base year. The current financial year in which bid is invited shall be considered as the base year.

Year	Financial year	Enhancement factor
Base (year of inviting tender)	2026-2027	1.00
-1	2025-2026	1.10
-2	2024-2025	1.21
-3	2023-2024	1.33
-4	2022-2023	1.46
-5	2021-2022	1.61

(2.4.4) Existing commitments shall include all such works for which letters of acceptance of the tenders have been received by bidder till the date on which bidder has submitted his bid for the proposed work.

2.5. **Litigation history:**

(2.5.1) The applicant should provide accurate information on litigation and/or arbitration resulting from contracts completed or under execution by him over the last five financial years. A consistent history of arbitration awards/judgements against the applicant or any partner of a joint venture may result in disqualification for proposed work. If the details of litigation history is hidden by the applicant and

- later on it comes to knowledge of the employer the bidder shall be disqualified for the proposed work and other appropriate action shall be taken against the bidder.
- (2.5.2) Information of litigation history in following statement to be submitted, if any other wise Nil / Not Applicable statement to be submitted.

LITIGATION HISTORY

Sr. No.	Name of Contract	Work Completed or Under Execution	Financial Year	Brief Detail of the arbitration / Litigation Matter	Department in Opposition	Whether awards / Judgements is pending or made?	Details of result of Arbitration / Judgement	Whether Judgement in Favour or in Against
.....To be filled by bidders even if it is NIL.....								

(Signature of bidder)

(2.6) Affidavit regarding Termination / Blacklisting / Ban / Registration kept in Abeyance.

:-

- (2.6.1) The bidders shall be disqualified for opening of his price bid if he is under blacklist and / or under ban and /or his registration is under abeyance by any Central / State Government Department, Board, Corporation, Municipal Corporation, Municipality, Government Local Bodies, University etc.
- (2.6.2) The bidder shall have to submit prescribed notarized affidavit on appropriate stamp paper as under, failing to which the bidder shall be disqualified for opening of his price bid.

Affidavit regarding Termination / Blacklisting / Ban / Registration kept in Abeyance.
(To be submitted on Rs.300/- stamp paper & notarized.)

Name of work :-

Tender ID :-

I, _____, Age, _____, Resident of, _____ in the capacity of _____ Do hereby solemnly affirm and declare as under.

We are not under blacklist and / or under ban and /or our registration has not been kept under abeyance by any Central / State Government Department, Board, Corporation, Municipal Corporation, Municipality, Government Local Bodies, University etc. as on date of participating for this bid.

Date :-

Place :-

Authorised signatory

(2.7)Machinery / Equipment: -

Bidder shall have to submit a prescribed notarized undertaking on Rs.300/- stamp paper for deploying machinery/equipment for the work under tender as per below.

Undertaking for deploying Machineries/Equipments/Tools & Plants

(To be submitted on Rs.300/- stamp paper & notarized.)

Name of Work: -

Tender ID: -

APPENDIX – B

Indicative List of minimum Plant & Equipment to be deployed on Contract Work.

Sr. No.	Type of Equipment	Minimum No. of equipment required
1	Surveying Equipment (Automatic level machine, Flagging Tape, Measuring Rope, Tripod, Measuring Tape, Plumb Bob)	1
2	Earth Excavator	3
3	Tipper Trucks	2
4	Dozer	1
5	Vibratory Roller	2
6	Grader	2
7	Crane	1
8	Rebar Cutting Machine	1
9	Water tanker	2
10	Water Pump (Min 2 Hp)	1
11	Concrete Pump	1
12	Concrete mixers with integral weight batching facility	2
13	Concrete batch mixing plant	1
14	Mini Lift For Material Transport	1
15	Needle Vibrator	3
16	DG SET (5 to 10 kVA)	1

I/We hereby undertake that if i/we awarded the above said work then i/we shall deploy all Machineries/Equipments/Tools and Plants etc. as shown in the Appendix-B in fully working condition and utilize the same while execution of the work.

We also undertake that i/we shall deploy other Machineries/Equipments/Tools and Plants etc. over and

above shown in Appendix-B in working condition and utilize the same as per instruction of Engineer-In-Charge.

Failing to above we shall not object any action taken against us within the tender provision.

In case of any dispute, Superintendent Engineer's decision shall be final.

Date :-

Authorised signatory

Place :-

(2.8) Bidding in E-tendering :-

- (2.8.1) Submission of documents must be through e-tendering i.e. electronic form, unless specified in Para (2.9).
- (2.8.2) All of the online submitted documents must be clearly readable, failing to which the same shall be considered as void.
- (2.8.3) Bids of those bidders who have submitted all information, statistical details as required in the bid documents through E-Tendering will only be considered. If the employer desires any clarification, for verification/clarification, ambiguity of difference found in the documents/statistical details submitted online (by e-tendering) by the bidder the same shall be furnished within stipulated time otherwise further processing will be carried out in absence of above and the bidders shall be liable for any consequence.
- (2.8.4) No bidder can participate in more than one bid for proposed work.

(2.9) Submission of documents :-

- (2.9.1) Following documents/papers shall form part of the bid & must be submitted through online in electronic form unless specified separately, failing to which the bidder shall be dis-qualified for opening of his price bid.
- (2.9.1.1) D.D. of require tender fee. (To be submitted in electronic form at the time of online submission of the bid & the same to be submitted in original during prescribed time period for submission of documents in physical form.)
- (2.9.1.2) DD/FDR & BG of required EMD. (To be submitted in electronic form at the time of online submission of the bid & the same to be submitted in original during prescribed time period for submission of documents in physical form.)
- (2.9.1.3) Copy of valid bank solvency certificate of minimum 20 % amount of the estimated cost put to the tender of the work. (Bank Solvency certificate issued during current calendar year is considered as valid up to end of the December of the current calendar year. 31st march of the next calendar year. In case, where solvency certificate is not obtained in time, the certificate of previous year will be considered valid up to the end of March of current calendar year. In some certificates date of validity is stated. In such cases the same stated date is considered for validation instead of end of December of the current calendar year.)
- (2.9.1.4) Copy of relevant required Registration Certificate / Certificates. (In case of renewal, copy of application & receipt of fee paid.)
- (2.9.1.5) Copy of annual turnover certificate issued by chartered accountant for last three financial years. (If turnover of any of the last three financial years is not shown in the certificate then the same shall be considered as NIL and accordingly average annual turnover of last three financial year/years shall be calculated.)

- (2.9.1.6) Copy of form-3A / Experience certificate issued by employer (Government / Semi Government) showing all details as required as per Pre-Qualification criteria of successful experience of similar work and copy of letter of permission given by employer (Government / Semi Government) for subletting the work, if case may be of.
- (2.9.1.7) when employer is not a government, following need also to be furnished.
 - (2.9.1.7.1) Copy of work order.
 - (2.9.1.7.2) Copy of agreement.
 - (2.9.1.7.3) Copy of Form-3A / Experience certificate showing all relevant details issued by employer & certified by Chartered Accountant.
 - (2.9.1.7.4) Copy of final bill.
 - (2.9.1.7.5) Copy of TDS certificates.
 - (2.9.1.7.6) Copy of letter of permission given by employer for subletting the work.
- (2.9.1.8) Copy of annual total amount of works executed certificate issued by chartered accountant for last five financial years. (If annual total amount of works executed of any or some of the last five financial years is not shown in the certificate then annual total amount of works executed of financial year/years which has been shown in the certificate shall only be considered.)
- (2.9.1.9) Schedule-E "Experience all projects in progress" as under in prescribed format as Per Para (2.4).
- (2.9.1.10) Litigation history as per Para (2.5).
- (2.9.1.11) Affidavit regarding Termination / Blacklisting / Ban / Registration kept in Abeyance as per Para (2.6).
- (2.1.1.12) The undertaking for deploying machinery/equipment for the work under tender as per Para (2.7).
- (2.9.1.13) MOU & all relevant required documents of MOU agency.
- (Note :- The MOU must be submitted in prescribed format as incorporated in the approved D.T.P. & to be executed on relevant valued stamp paper & duly notarized.)
- (2.9.2) Following documents/papers shall also form part of the bid, but these documents are not mandatory to be submitted through online in electronic form. However, the same shall be submitted in physical form, if not submitted through online in electronic form, within time period given by authority holding the digital key, failing to which the bidder shall be dis-qualified for opening of his price bid.**
 - (2.9.2.1) Copy of registration certificate of firm / documents of public limited / private limited / partnership firm / proprietor firm, whichever is applicable. For example, Partnership Deed, Certificate of incorporation, Memorandum of association, Article of Association etc.
 - (2.9.2.2) Copy of Power of Attorney, if any.
 - (2.9.2.3) Copy of PAN Card.
 - (2.9.2.4) Copy of latest income tax return certificate. (Note :- latest income tax return certificate means the income tax return certificate of the last completed financial year for which pre-determined/extended time period by the Income Tax Department for filing income tax return is over on or before last date of online submission.
 - (2.9.2.5) Copy of Goods & Services (G.S.T.) registration certificate.
 - (2.9.2.6) Copy of RPFC registration certificate.
 - (2.9.2.7) Copy of RPFC Challan of any of the completed last three months from the month of last date of online submission of the tender.
- (2.9.3) Following Undertaking / Declaration to be incorporated on (n) Procure website in such a manner that without attending this undertaking / declaration the tender cannot be uploaded.

UNDERTAKING / DECLARATION

"I hereby declare that I have after thoroughly understand the Pre-Qualification criteria / conditions and the details filed & documents submitted are true and correct to the best of my

knowledge and belief. I shall not have any objection against any action taken by GIDC if any of the information submitted is found to be incorrect / false.”

- (2.9.4) Any information, data, statistics etc. which are not related to bid document will not be considered in evaluation even through furnished by the applicant.
- (2.9.5) In accordance with stipulated of Para (2.8), employer reserves the right to call any information/documents which is mandatory, essential and critical for the purpose of evaluation. Any information provided by the applicant after last date of electronic submission will not be considered in evaluation, unless except the employer has specially asked for any information/document, which is mandatory, essential and critical for evaluation of PQ document. If required information is not furnished within stipulated time, proposal will be liable for rejection.
- (2.9.6) If any of the information provided by the bidder is found false during scrutiny or at the later stage, his EMD shall be forfeited and he shall be disqualified for the proposed work. In case when bidder has furnished exemption certificate in lieu of EMD, an amount equal to EMD shall be appropriated from his FDR pledged to avail of exemption certificate. If any of the information provided by the bidder is found false after award of work, the performance security of the bidder shall be forfeited and the contract shall be terminated.
- (2.9.7) Authority holding the digital key ((n) code solution), respective Executive Engineer of Civil branch, respective Executive Engineer of M&E branch and Account Officer / Divisional Accountant of the respective Division office shall be jointly liable to download, evaluate, verify all online documents submitted by the bidder with respect to Pre-Qualification criteria.
- (2.9.8) In case of committee of Chief Engineer, concerned field Superintending Engineer and Concerned field Executive Engineers (Civil) & (M&E), after carried out all above procedures and verifying all print outs of the online documents submitted by the bidders, shall submit the same documents (Indicating page no. on each & every documents submitted by the bidder through online in electronic form.) along with evaluation sheet (Details against each P.Q. Criteria along with page No., remarks etc. Note :- To be prepared by respective Executive Engineer of Civil branch, respective Executive Engineer of M&E branch and Account Officer / Divisional Accountant of the respective Division office jointly), duly signed by all the concerned, to Chairman (i.e. Chief Engineer) of the Pre-Qualification committee and also shall brief the other members of the Pre-Qualification committee on documents submitted by the bidders through online in electronic form and evaluation done by his office, at the time of meeting of the Pre-Qualification committee.
- (2.9.9) In case of committee of Superintending Engineer, concerned field Executive Engineer (Civil) & (M&E) and Account Officer/Divisional Account jointly, after carried out all above procedures and verifying all print outs of the online documents submitted by the bidders, shall submit the same documents (Indicating page no. on each & every documents submitted by the bidder through online in electronic form.) along with evaluation sheet (Details against each P.Q. Criteria along with page No., remarks etc.), duly signed by all the concerned, to Chairman, (i.e. Superintending Engineer) of the Pre-Qualification committee and also shall jointly brief the Chairman of the Pre-Qualification committee on documents submitted by the bidders through online in electronic form and jointly evaluation done by them, at the time of meeting of the Pre-Qualification committee.
- (2.9.10) Accordingly, concerned Pre-Qualification committee shall decide to qualify / dis-qualify the bidder & circulate / issue minutes of the meeting to concerned for further action.

Annexure-I

MEMORANDUM OF UNDERSTANDING
(To be notarized on stamp paper of Rs. 300)

THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MOU)
 made on ____ day _____, at _____ by and between.

 represent by _____, Authorized Signatory, which expression shall unless repugnant to the
 subject or context include its administrators, successors and assigns.

 _____ represented by _____ which
 expression shall unless repugnant to the subject or context includes its administrators, successors and
 assigns.

Hereinafter referred to as “Parties” in the collective sense and each of which is referred to as “_____”
 “_____” in the individual sense.

WHEREAS Gujarat Industrial Development Corporation (hereinafter referred to as Employer), has invited
 tender (hereinafter referred to as the (“Project”)) for the following work:

Name of Project: Construction of New GIDC Office Building at Vadodara. WHEREAS if the said project is
 awarded “_____” to execute the said project _____ needs _____ and we _____ hereby
 enter into this MOU with _____ for timely execution of _____ and/or as per the tender
 conditions, and further we mutually agreed to execute the said project jointly and both the parties would be
 equally responsible for execution of the said project as per the bidding terms IN WITNESS WHEREOF all
 the parties mentioned herein above have signed this MOU on the day, month and year first above mentioned.

No change shall made in this agreement without prior consent of employer and other party. However, if
 the employer direct the parties to make changes in MOU agreement so as to fulfill the tender conditions /
 requirement, the parties discuss with employer and mutual agreed such changes required to be made in the
 agreement.

For _____

(AUTHORIZED SIGNATORY)

For _____

(AUTHORIZED SIGNATORY)

ANNXURE - II

Form of Bank Guarantee (Earnest Money Deposit)

Whereas M/s. (Hereinafter called Bidder) is desirous and prepared to tender for work in accordance with terms and conditions of Tender No. dated And whereas we Bank, agree to give the Bidder a Guarantee for the Earnest Money Deposit.

1. Therefore, we here by affirm that we are Guarantors on behalf of the Bidder upto a total of Rupees (i.e. Rs.) and we undertake to pay the Executive Engineer, Gujarat Industrial Development Corporation, Vadodara, upon his first written demand and without demur, without delay and without necessity of previous notice of individual or administrative procedure and without necessity to prove the bank the defects or short coming or debit of the bidder any sum within the limit of Rupees.....
2. We further agree that the guarantee here in contained shall remain in full force and effect during the period that would be taken for the acceptance of tender. However, unless a demand or claim under this guarantee is made only in writing on or before the We shall be discharged from all liabilities under the guarantee there after.
3. We undertake not to revoke the guarantee during its currency except with the previous consent of the Executive Engineer, Gujarat Industrial Development Corporation, Vadodara, in writing.
4. We lastly undertake not to revoke the guarantee for any change in constitution of the Bidder or the Bank.

Signature and Seal of Guarantor

Date :

Bank :

Address :

APPENDIX – C

SELF EVALUATION FORM

Sr. No.	Component	Requirement as per tender	M/s.				Page No.	Remarks
			DETAILS FURNISHED BY BIDDER					
1	Tender Fees including GST	Rs.14,160.00/- by DD	Name of Bank					
			D.D. No. and Date					
			Amount in Rs.					
2	EMD (Rs 9,99,935.00/-	(A) Rs.50,000.00 by DD / FDR	Name of Bank					
			D.D. / F.D.R. No. and Date					
			Amount in Rs.					
		(B) Rs. 9,49,935.00 by B.G. (Schedule or Nationalized Bank Only)	Name of Bank					
			B.G. No. and Date					
			Valid up to Date.					
			Amount in Rs.					
3	Bank Solvency Certificate	20% amount of Estimated Cost i.e. Rs. 199.99 lakhs (Refer Para 2.8.1.3)	Name of Bank					
			Amount in Rs.					
			Date of Issue					
			Valid up to Date.					
4(a)	Registration certificate & special category (Civil)	(A) "AA" Class	Name of Department					
			Valid up to Date.					
			Authority					
		(B) Special Category – I (Building Work)	Self/MoU agency					
			Name of Department					
			Valid up to Date.					
			Authority					
4(b)	Registration certificate (Electrical) and Licnesing board license	A Class	Name of Department					
			Valid up to Date.					
			Authority					
5	C.A. Certified and copy of Annual Turnover for Last Five Financial Years	Average updated Annual Financial Turnover during the last three year shall be at least Rs. 299.98 Lakhs (i.e. 30 % of the estimated cost.) (Refer Para 2.9.1.5)	Year	Financial year	Enhancement Factor	Turn Over		C.A. Certified Copy must be submitted.
			Base (year of inviting tender)	2026-2027	1.00			
			-1	2025-2026	1.10			
			-2	2024-2025	1.21			
			-3	2023-2024	1.33			

6	Successful Experience of Similar Work: copy of completion work. (Form 3A) must submit by the bidder. (As per Appendix - A)	Successful Experience of Similar Work: (Civil Work) As per Appendix - A				
			Name of work			
			Date of Completion			
			Amount of Work (Rs. Lakh)			
			Enhancement Factor			
			Updated Amount (Rs. Lakh)			
			Name of Department and Authority			
7	Experience all projects in progress"- SCHEDULE-E		(Refer Para 2.4)			
8	Litigation History		(Refer Para 2.5)			
9	Affidavit regarding Termination / Blacklisting / Ban / Registration kept in Abeyance		(Refer Para 2.6)			Details shall be given on Rs. 300/- stamp paper duly notarized
10	Machinery/Equipment: Proof of deployment of required minimum machinery / equipments mentioned in Appendix – B		(Refer Para 2.7)			Details shall be given on Rs. 300/- stamp paper duly notarized
11	Registration certificate / Documents of /public Limited / Private Limited/ Partnership deed / Proprietor Firm.		To be furnished whichever is applicable			
12	Power of Attorney					
13	<p>Bid Capacity</p> $ABC=2*A*N-B$ <p>A = Maximum updated total amount executed in any one year from 2021 to 2026</p> <p>N = 2 (Time Limit 24 Months) is the number of years prescribed for completion of the proposed work.</p> <p>B is the amount of the existing commitments and ongoing works to be discharged during time interval</p>		A=			
			N=			
			B=			
			ABC =			

	of N years from the bid due date. As per following schedule E. The bidder must have Available Bid Capacity (ABC) more than the tender amount i.e. Rs. 9,99,93,434.00					
14	C.A. Certified copy of Annual work execution amount for Last Five Financial Years (For Bid capacity)	Year	Financial Year	Enh. Factor	Updated value of turn over (Lacks)	
		Base (Year of inviting tender)	2026-2027	1.00		
		-1	2025-2026	1.10		
		-2	2024-2025	1.21		
		-3	2023-2024	1.33		
		-4	2022-2023	1.46		
		-5	2021-2022	1.61		
15	Latest Income tax return filed and PAN Card Details	(A) Year of Income tax Return filed	Assessment Year			
			Name			
		(B) PAN Card No.	PAN Card No.			
			Name			
16	Goods and Service Tax (GST) Number	GST No.	GST No.			
			Name			
17	RPFC Registration certificate & RPFC Challen	(A) RPFC Registration Certificate No.				
		Name				
		(B) RPFC Challen of any of the completed last three months from the monthh of last date of submission of the tender.				
		Name				
18	Undertaking / Declaration	Truth fullness certificate				
19	Other Remarks					
20	Whether Qualified or not?					