

Name of work: Phase – I: Interior work at Narmada Nivas, GNFC, Bharuch

Tender notice no. : GNFC/CE/2026-27/TN-12

Special Conditions Of Contract (SCC)

1. The General Conditions of Contract (GCC) of GNFC shall be applicable for this work. GCC shall be modified or added to by the following SCC. The SCC forms part of this contract and shall prevail over GCC in case of any discrepancy.
2. The quoted rates shall be inclusive of all taxes (except GST), duties applicable for such type of work. GST as applicable shall be paid extra by GNFC at prevailing rates. The contractor shall write GST registration on all invoices. The contractor shall show GST amount separately in all invoices. The rates quoted shall be inclusive of works contract tax, wherever applicable and the same shall not be charged extra by contractor. The quoted rate shall be inclusive of payment of cess applicable under Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.
3. The contractor shall disburse the monthly wages to the workers deployed at our site through bank only, disbursement of wages in cash will be not be allowed in any case. You shall submit soft copy of file containing full name of worker, his bank account no. and name of bank & branch as well as PF account no., before first wage disbursement to operating dep't. & HR dep't. Every month after get verified wage sheet from our HR dep't., you shall credit the wages into workers' bank accounts on schedule date but not later than 10 th of each calendar month. You shall also submit bank transfer intimation duly stamped by bank immediately on transfer of wages to operating dep't. & HR dep't
4. Water and electrical power for construction purpose shall be issued by GNFC, as per the conditions laid down in that behalf in G.C.C. Water and electrical power shall be issued free of cost by GNFC.
5. Since the work shall be carried out during operation of plants and within their battery limits, the contractor shall take the work permits (cold/hot) as the case may be. The contractor shall observe all safety and security rules of GNFC. The contractor shall be required to work in close coordination with other agencies and various departments of GNFC.
6. All safety equipments required for execution of jobs shall be used. Personal protective equipment (PPEs) like safety helmets, safety shoes, safety belts, safety goggles, safety gloves, dust masks shall be provided by contractor. In case of non use of PPEs and non compliance to safety requirement, GNFC may impose penalty as per GNFC's policy.
7. It will be the responsibility of contractor to cover the workmen under the insurance coverage of ESI Corporation facility and any other insurance required under Law OR regulation.
8. The contractor is required to carry out the assigned work as per company's Environment Policy, Quality Policy, OHSAS Policy and shall comply requirement of ISO 9001, ISO 14001 & ISO 45001 with respect to the assigned work. The contractor is required to comply all applicable legislation as per ISO 9001, ISO 14001 & ISO 45001 in connection with execution of the assigned work.

9. Only steel scaffolding shall be used for the work.
10. In case of any dispute, only BHARUCH COURT JURISDICTION shall prevail.
11. The contractor is required to comply all applicable requirements of labour laws.
12. The contractor is required to obtain no objection certificate from Security dept and Human resource dept of GNFC before submission of the final bill of the work.
13. Payment of running account (including 1st and final) bill shall be made by GNFC after 30 days of submission of the same. Payment of final bill shall be made by GNFC in 90 days of submission of the bill with required documents. In case of MSME vendor, Payment of final bill shall be made by GNFC in 45 days of submission of the bill with required documents.
14. Security Deposit amounting 7% of contract value shall be submitted by the contractor to GNFC Ltd in form of Demand draft or bank guarantee or by RTGS within 10 days from the date of issuance of LOI/LOA/Work Order by GNFC, in all probabilities before the execution of Agreement in the Form of Contract, whichever is earlier. This security deposit shall be released after 3 months of successful completion of defect liability period as per the conditions laid down in that behalf in G.C.C. Security deposit amount shall be rounded off to next thousand rupees.
15. For all items/ works, the contractor shall provide a copy of original challans for all bought out materials under the contract to civil Maintenance department within 3 days of supply of materials. The challans shall have details of contract no under which the material are brought. The challan shall include the details of the brand, contract no written. The challans shall be of manufacturer or dealers and shall be duly certified by GNFC Security gate for with entry details.
16. For bought out materials, cumulative material use and material supply statements are to be submitted with the bills.
17. GNFC will issue free, as per terms and conditions set forth in the GCC, following materials for the works.

The materials shall be made available at GNFC's stores at Bharuch.

 - Ordinary Portland cement, Portland pozzolona cement
 - Reinforcement steel bars ,Steel structure and ms bars

Further such issues shall be subject to the following conditions:

 - (i) The Contractor shall bear all other costs including lifting, carting from issue points to work site/ the contractor's store, custody and handling etc., and return of surplus/ serviceable materials to Owner's stores and no separate payment for such expenditure will be made.
 - (ii) Free issued materials, issued by the owner shall be fully accounted for allowable percentage maximum waste over theoretical consumption, as under :
Cement: 3 %(unaccountable wastage),
Reinf. Steel: 0.5 %(unaccountable wastage) + 2.5 %(accountable wastage)
Structural Steel: 0.75 %(unaccountable wastage) + 4.25 %(accountable wastage
 - (iii) For excess wastage and/or for non-returning of scrap, recovery will be made by GNFC at actual landed price of the materials.

- (iv) All issued cement shall be stored in the closed shed/covered with water tight materials. Proper record of issue and consumption of cement shall be maintained.

18. If the contractor is engaged for work at GNFC for more than one contract at time,

Please arrange to obtain/ get issued gate passes for workers separately for each contract.

Please maintain record of monthly wage sheets, PF challans, professional tax receipt, separately for each contract.

Please ensure payment of following law liability for each workers at applicable rate:

PF , Leave with wages , Bonus ,

Retrenchment compensation Employees Compensation Policy Premium

Please submit a copy of following documents along with each monthly bill

Wage sheet of month for which bill is claimed

Monthly PF payment challan

Monthly professional tax

Each monthly bill will be processed on receipt of above documents.

If any worker is not to be deployed for long period, please arrange to get cancel his/ her gate pass.

19. The contractor shall transport, dispose and level, earth, old AC roof sheet, civil construction debris removed / generated in this work at the locations inside plant area or outside GNFC plant area. The earth, civil construction debris shall be properly disposed off outside GNFC plant area/ or at locations inside the plant area as directed by Engineer In charge, as per prevailing rules & regulation. The quoted rates for the work shall be considering the above requirement.

20. The contractor shall provide separate invoices for the work as under :

- a) For work related to foundations and structural support work of equipment, machinery, apparatus
- b) For work other than mentioned at (a) above.

For each invoice of the work related to foundations and structural support work of equipment, machinery, apparatus, the contractor shall arrange to provide chartered engineer's certificate confirming the work of the said invoice is for foundations and structural support work of equipment, machinery, and apparatus.

The quoted rates of the contractor shall be inclusive of all cost related to this.

21. For the purpose of accounting of reinforcing steel & structural steel other-than MS plates by the Company, all cut pieces measuring in length 2.0 Mtrs. & above when returned, to Company's storage points, shall be treated as serviceable material & will be given full credit, by the Company. All pieces measuring less-than 2.0 Mtrs. will be treated as wastage / scrap. For the purpose of accounting of MS plates, all plates measuring less-than 1.0 M² in area & having any dimension less-than 200 mm. shall be treated as wastage / scrap. For plates measuring more-than 1.0 M² in area & not having any dimension less-than 200 mm. when returned to the Company's Storage point shall be given full credit.

22. The Contractor shall deploy one qualified Engineer and one Supervisory Staff exclusively for the execution, coordination, and supervision of the work. The Engineer and Supervisory Staff shall remain available at the site throughout the contract period and shall ensure proper planning, execution, quality control, safety compliance, and coordination with GNFC representatives. Any

change in the deployed personnel shall be made only with prior approval of the Engineer-in-Charge.

23. The contractor shall take confirmation from EIC in writing before initiating procurement of any material for this work.
24. Every worker entering the plant premises throughout the contract period needs to obtain an ESI. GNFC will not provide a gate pass without ESI.
25. The contractor is required to obtain no objection certificate from Security dept. and Human resource dept. of GNFC before submission of the final bill of the work.
26. The contractor shall submit progress report via email with photographs (before & after day work).
27. The contractor is requested to visit the site of the proposed work and get the details of site conditions before submission of the offer.
28. **Defect liability period for the work shall be 12 months from the date of issuing of completion certificate.** Any defects arising during defect liability period shall be rectified within one month from the date of communication of the same.
29. After completion of the proposed work, the tenderer / contractor will have to hand over the site in neat and clean condition for which no extra payment will be made.
30. **During the execution of the renovation work, shifting, relocation, re-arrangement, and protective covering of existing office furniture, including tables, chairs, sofas, cabinets, office equipment, and other related items, as required for carrying out the work, shall be carried out by the Contractor. The Contractor shall ensure adequate protection of all such items against dust, damage, scratches, paint splashes, and any other deterioration during the execution of the work. The rates quoted shall be deemed to include the cost of all such shifting, covering, handling, protection, and re-positioning activities, and no separate or extra payment shall be made on this account**
31. No extra scaffolding will be paid. All items are to be executed for all height. The frame work will have to be retained till the completion of all works or approval of the EIC.

32. RESOLUTION OF DISPUTES:

All disputes or difference(s) whatsoever which shall at any time arise between the parties hereto touching or concerning the works or the execution or maintenance thereof of this Agreement/ Contract/ Work Order/ Purchase Order/ Service Order or the rights touching or concerning the works or the execution or maintenance thereof of this Agreement/ Contract/ Work Order/ Purchase Order/ Service Order, of the construction meaning operation or effect thereof or to the rights, liabilities of the parties or arising out of or in relation thereto whether during or after completion of the Agreement/ Contract/ Work Order/ Purchase Order/ Service Order or whether before or after determination, foreclosure or breach of the Agreement/ Contract/ Work Order/ Purchase Order/ Service Order, shall be referred by the disputing Party, in writing to the other Party, within 30 days of occurrence of such event, to resolve any such dispute or difference.

If such dispute mentioned above is not resolved amicably by direct informal negotiation, within a period of 30 days, then such dispute/ difference shall be referred to the Engineer-In-Charge/ Additional General Manager of the concerned department of GNFC. Engineer-In-Charge/ Additional General Manager shall give its decision within 60 days of the reference of the dispute to him.

If the Engineer-In-Charge/ Additional General Manager fails to deliver its decision within prescribed time period or either Party is dissatisfied with the decision of Engineer-In-Charge/ Additional General Manager, the dispute shall then be referred to the General Manager of the concerned department of GNFC, who shall give his decision within 90 days of the reference of dispute to him.

If the General Manger fails to deliver its decision within prescribed time period or either Party is dissatisfied with the decision of General Manger, the dispute will be then referred to a panel of Executive Director – Technical and Executive Director – Finance of GNFC, whose decision shall be final and binding on both the Parties. The panel of Executive Directors shall give its decision within a period of 180 days from the date of reference of such dispute to the panel.

If the Panel of Executive Directors fails to give its decision within the prescribed period or either Party is dissatisfied with the decision of the panel of Executive Directors, such disputes shall be referred to arbitration by serving an Arbitration Notice, as per the provisions of clause below “Arbitration”.

33.ARBITRATION:

For the purposes of this Arbitration Clause, the Managing Director, Gujarat Narmada Valley Fertilizers and Chemicals Ltd. shall be the “Appointing Authority.”

If any Party serves an Arbitration Notice in respect of any dispute to the Appointing Authority, the dispute shall be finally settled by arbitration under the Indian Arbitration and Conciliation Act, 1996 (“Act”) and all statutory amendments, modifications thereof and the rules made there under, or any other corresponding law for the time being in force, by the Sole Arbitrator to be appointed as hereinafter provided.

Within 30 days of receipt of Arbitration Notice, the Appointing Authority shall appoint the Sole Arbitrator, who shall be a retired employee of GNFC, not below the rank of General Manager and who shall be qualified to be appointed as an Arbitrator under the law in force at the relevant time.

The provisions of the Indian Arbitration Act, 1996 and all statutory enactments and modifications thereof and the rules made there under shall apply to all such arbitrations.

The Arbitration proceedings shall be conducted in English and the venue and seat of the Arbitration proceedings shall be at Bharuch and the Courts at Bharuch shall have exclusive jurisdiction.
The governing substantive law shall be Indian laws.