

**GENERAL CONDITIONS OF CONTRACT**

GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED  
(Registered Office: P. O. Narmadanagar, District: Bharuch - 392 015)

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## SECTION - I INTRODUCTION

1.	<b>Introduction</b>	
	1.1.	Gujarat Narmada Valley Fertilizers & Chemicals Limited , a public limited company incorporated in India under the Companies Act, 1956, having its registered office at P.O. Narmadanagar, District: Bharuch - 392 015, Gujarat (hereinafter referred to as the "GNFC, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) invites tenders/ bids from <i>bona fide</i> , experienced Contractors (defined hereinafter) of financial standing and reputation for the jobs relative to the proposed ( <i>Give the name of the Works</i> ) for the ( <i>Give the name of Project</i> ) , more specifically described in the Tender Documents (defined hereinafter), upon the terms and conditions provided therein.

## SECTION - II DEFINITIONS AND INTERPRETATION

2.	<b>Definitions</b>	
	2.1.	The following expressions hereunder and elsewhere in the Contract Documents used shall unless repugnant to the subject or context thereof have the following meanings hereunder respectively assigned to them, namely:
	2.1.1.	" <b>Acceptance of Tender</b> " shall mean the acceptance of the Tender issued by GNFC to the Contractor in writing.
	2.1.2.	" <b>Agreement</b> " shall mean the agreement as provided in the Form of Contract as provided in Section XIV of this GCC.
	2.1.3.	" <b>Agreed Variation</b> " shall mean the statement of Agreed Variation annexed to the Acceptance of Tender or a further Amendment annexed to the Contract forming part thereof.
	2.1.4.	" <b>Bid Document Fee</b> " shall mean the fee payable by the intending Tenderer to GNFC for availing the Tender Document which is inclusive of applicable taxes such as the goods and service tax.
	2.1.5.	" <b>Contract</b> " shall mean the totality of the agreements between the parties as derived from the Contract Documents.
	2.1.6.	" <b>Contractor</b> " shall mean the Tenderer selected by GNFC for the performance of the Scope of Work and shall include the successors and permitted assigns of the Contractor.
	2.1.7.	" <b>Contract Documents</b> " shall include but shall not be limited to the which shall include but not limited to the Agreement, the Tender Documents, the General Conditions of Contract, the Specifications of GNFC, the Quotations of the Contractor, the special Conditions and Specification if any and the Work Orders issued by GNFC and such other agreements as

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			may be executed between the authorised representative of the Vendor and GNFC.
		2.1.8.	<b>"Completion Certificate"</b> shall mean the Completion Certificate issued by the Engineer-in- Charge within the provisions of Clause 50 of Section - VIII hereof.
		2.1.9.	<b>"Defect Liability Period"</b> shall mean the defect liability period as specified in the Agreement and in all other cases it shall be as provided in clause 50.6 of this GCC .
		2.1.10.	<b>"Digital Signature"</b> shall mean the Class II or above category Digital Signature Certificate issued by authorised certification agency or e-signing using <b>Aadhaar</b> .
		2.1.11.	<b>"Earnest Money"</b> shall mean the initial amount to be paid by all the Tenderer at the time of submission of their bid, as provided in the Tender Notice.
		2.1.12.	<b>"Engineer-in-Charge"</b> shall mean the person designated as such by GNFC and shall include those who are expressly authorised by such person in writing, to act for and on its behalf for operation of the Contract.
		2.1.13.	<b>"Final Certificate"</b> shall mean certificate issued by Engineer-in-Charge within the provisions of the Clause 62 of this GCC.
		2.1.14.	<b>"Final Test Certificate"</b> shall mean the Final Test Certificate issued by GNFC within the provisions of Clause 49 of this GCC.
		2.1.15.	<b>"Force Majeure"</b> shall mean anything outside the reasonable control of a Party including, any physical natural disaster or any other act of God, riot, war, invasion, act of foreign enemies, acts of terrorism, rebellion, insurrection of military or usurped power, lockdown, curfew, COVID-19 restrictions, epidemic, pandemic, civil war, tidal wave, forest fire, major flood, earthquake, lightening, abnormal rains, illegal strike, acts of the governmental or competent authority, change in the legal/ regulatory regime.
		2.1.16.	<b>"GCC"</b> shall mean this General Conditions of Contract
		2.1.17.	<b>"Job Site"</b> shall mean the areas on which permanent Works are to be executed or carried out and any other place provided by GNFC for the purpose of Contract and shall include a part of portion of the job site.
		2.1.18.	<b>"Managing Director"</b> shall mean the Managing Director of Gujarat Narmada Valley Fertilizers & Chemicals Limited or his successor in office as designated by GNFC or a person in-charge of the office of the Managing Director.
		2.1.19.	<b>"Notified Claim"</b> shall mean a claim of the Contractor notified in accordance with the provision of Clause 60.1. of this GCC.

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| 2.1.20. | " <b>Order</b> " and " <b>Instruction</b> " shall respectively mean any written order or Instruction given by the Engineer-in-Charge or Site Engineer within the scope of their respective powers in terms of the Contract.   |
| 2.1.21. | " <b>Plans and Drawings</b> " shall mean maps, plans, tracings and prints forming part of Tender Documents and any details or working drawings, amendments and/or modifications thereof approved in writing by the Engineer-in-Charge, Site Engineer or any agency notified by the Engineer-in-Charge to the Tenderer/Contractor for the purpose and shall include any other drawings or plans in connection with the Scope of Work as may from time to time be furnished by or approved in writing by the Engineer-in-Charge or Site Engineer or any other agency nominated by the Engineer-in-Charge in this behalf in connection with the Scope of Work. |
| 2.1.22. | " <b>Progress Schedule</b> " shall mean the progress Schedule as defined in Clause 41.2 hereof read with Clause 41.8 of this GCC hereof, and shall in the event of separate Progress Schedule being prepared for separate Job Sites and / or groups of Job Sites or separate work and / or groups of work, include each of such Progress Schedules.   |
| 2.1.23. | " <b>Running Account Bill</b> " shall mean a Bill for payment on account monies to Contractor in terms of Clause 56 of this GCC hereof & related Clauses there under.   |
| 2.1.24. | " <b>Security Deposit</b> " shall mean the deposit as specified in Clause 17.1 of this GCC hereof and associated Clauses there under.   |
| 2.1.25. | " <b>Schedule of Rates</b> " shall mean the accepted schedule of rates annexed to Acceptance of Tender and shall include any remuneration payable to Contractor for any Scope of Work, determined in accordance with conditions herein.   |
| 2.1.26. | " <b>Scope of Work</b> " shall mean the performance of the entire work to be carried out by the successful bidder as by expression or implication, envisaged in the Contract Documents, which shall include all work related to material, equipment and labour required for or incidental to for the commencement, performance and completion of the scope of work resulting in the final Works under the Contract Documents  |
| 2.1.27. | " <b>Sub-Contractor</b> " shall mean any persons or firm or company (other than the Contractor) to whom any part of the Scope of Work has been entrusted by the Contractor with the prior written consent of the Engineer-in-Charge.  |

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		2.1.28.	<b>“Site Engineer”</b> shall mean the Engineer(s) for time being designated by the Engineer-in-Charge as Site Engineer for the Scope of Work to be performed by the Contractor at any and/or all Job Sites.
		2.1.29.	<b>“Specifications”</b> shall mean the various specifications as set out in the Specifications forming part of the tender documents and as referred to and derived from the Contract and any order(s) or instruction(s) there under, and in the absence of any specifications as aforesaid covering any particular Scope of Work or part or portion thereof, shall mean the relevant Indian Standard Institutions Specification for or relative to the particular Scope of Work or part thereof, and in the absence of any Indian Standard Institution Specification covering the relative Scope of Work or part or portion thereof, shall mean the standards or specifications of any other country applied in India as a matter of standard engineering practice and approved in writing by the Engineer-in- Charge or Site Engineer with or without modifications.
		2.1.30.	<b>“Total Contract Value”</b> shall up to calculation of the entire remuneration due to the Contractor in terms of the Contract on successful completion of the Works mean the total Contract value as specified in the Acceptance of Tender and after calculation of the entire remunerations due to Contractor under the Contract of successful completion of the Works shall mean the totality of such remuneration along with all the taxes being levied on GNFC for the Contract Scope of Work, including but not limited to the Goods and Service Tax, as levied.
		2.1.31.	<b>“Tender Documents”</b> shall mean the Tender Documents as detailed in in the General Instructions to tenderers.
		2.1.32.	<b>“Tender Notice”</b> shall mean the notice inviting bidders for participating in the tender with respect to Scope of Work.
		2.1.33.	<b>“Tenderer” / “Bidder”</b> shall mean the firm/ company/ organization which quotes against the Tender Notice issued by GNFC.
		2.1.34.	<b>“Works”</b> shall mean the product(s) of the Scope of Work.
		2.1.35.	<b>“Work Order”</b> shall mean the work order issued by GNFC with respect to the Scope of Work or any part thereof, to the Contractor.
	2.2.	In addition to the above terms, certain terms may be used in this General Conditions of Contract, and elsewhere in the Contract Documents and such terms shall have the meaning assigned to them, wherever they are so defined.	

3.	<b>Interpretation</b>		
	3.1.	All headings of the Clauses in this General Conditions of Contract or otherwise in any Contract Document are intended solely for the purpose of giving a broad indication of the contents of the Clause and not as a summary of the contents thereof.	

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| 3.2. | Unless otherwise specifically stated, the masculine gender shall include the feminine and neutral genders and vice versa and the singular shall include the plural and vice- versa.   |
| 3.3. | Reference to any person includes any legal or natural person, partnership, firm, trust, company, government or local authority, department or other body (whether corporate or unincorporated).   |
| 3.4. | Reference to statutory provisions shall be construed as meaning and including references also to any amendment or re-enactment (whether before or after the date of this Agreement) for the time being in force and to all statutory instruments or orders made pursuant to statutory provisions. |
| 3.5. | Reference to any exhibit, clause, paragraph, or schedule shall be deemed to be a reference to an exhibit, clause, paragraph, or schedule of or to this General Conditions of Contract.  |
| 3.6. | Wherever the words “include,” “includes” or “including” are used in this General Conditions of Contract, they shall be deemed to be followed by the words “without limitation”.   |
| 3.7. | All Schedules, exhibit, Annexures, Form, etc. hereto are an integral part of this General Conditions of Contract and are hereby incorporated into and made a part of this General Conditions of Contract as though set forth in full herein.  |
| 3.8. | Terms defined elsewhere in this General Conditions of Contract and not covered in Clause 2.1 shall, unless inconsistent with the context or meaning thereof, bear the same meaning as ascribed to them throughout this General Conditions of Contract.  |
| 3.9. | Reference to any document includes any amendment or supplement to, or replacement, substitution or novation of, that document, but disregarding any amendment, supplement, replacement, substitution or novation made in breach of this General Conditions of Contract.                           |

**SECTION - III**  
**GENERAL INSTRUCTIONS TO THE TENDERERS**

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| 4. | <p>The Tender Documents shall consist of the following:</p> <ul style="list-style-type: none"> <li>i. Tender Notice.</li> <li>ii. General instructions to the Tenderers.</li> <li>iii. Special Conditions of Contract.</li> <li>iv. General Conditions of Contract.</li> <li>v. GST Compliance Document (GST Annexure can be accessed from the following link: <a href="http://www.gnfc.in">www.gnfc.in</a> --&gt; Tenders --&gt; Annexures --&gt; Material Management Department)</li> <li>vi. Specifications.</li> <li>vii. Plans (Exhibits ..... to..... ).</li> </ul> |
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- viii. Drawings (Exhibits ..... to .....).
- ix. Time Schedule.
- x. Form of Contract.
- xi. Form of Tender.
- xii. Form of Schedule of Rates.
- xiii. Addendum / Addenda to Tender Documents.

## 5. GENERAL INSTRUCTIONS:

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| 5.1. | Tender Documents shall remain the sole and absolute property of GNFC. The Tender Documents are non-transferable, thus the intending Tendered, who has obtained the Tender Documents from GNFC after paying the Bid Document Fee to GNFC, shall not transfer the same to any third party without the prior written consent of GNFC. Not more than One hard copy /copies of Tender Documents shall be issued to any one intending Tenderer/ Bidder.   |
| 5.2. | Tenderers are advised to study all the Tender Documents carefully. Any submission of tender by the Tenderer shall deemed to have been done only after careful study and examination of the Tender Documents and with the full understanding of the implications thereof. The specifications and terms and conditions shall deemed to have been accepted unless otherwise specifically commented upon in the deviation sheets by the Tenderer in his offer and accepted by GNFC in writing. Non-compliance with any of the requirements and instructions of the Tender Notice may result in the rejection of the tender at the discretion of GNFC. |
| 5.3. | The tender shall be completely filled in all respects by the Tenderer and shall be tendered together with all the requisite information, document(s) and annexure(s). Any tender incomplete, in any manner whatsoever, shall be liable to be rejected.  |
| 5.4. | The intending Tenderer must possess valid and subsisting permissions and licenses for engaging in/ performing the Works under the Contract, issued by the appropriate authorized agency/ authority.   |
| 5.5. | The successful Tenderer is required to mandatorily register with GNFC as a vendor, if the successful Tenderer is not already a registered vendor. The successful Tenderer may register with GNFC, complete the registration process and get a vendor code (in SAP), before the award of contract.   |
| 5.6. | Every tender can be either filed in physical manner ("Physical Tender") or through electronic mode ("E-Tender"), as specified by GNFC in the Tender Document.   |
| 5.7. | Tenderers shall set their quotations in firm figures and without qualifications or variations or additions in the terms of the tender documents. Tenders containing qualifying expressions such as "subject to minimum acceptance" or "subject to prior sale", or any other qualifying expressions or incorporating terms and conditions at variance with the terms and conditions incorporated in the tender documents shall be liable to be rejected.   |

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| 5.8.  | <p>The tender, as submitted, shall consist of the following:</p> <ul style="list-style-type: none"> <li>i. Complete set of Tender Documents duly filled in and signed by the Tenderer as prescribed in different Clauses of the Tender Documents.</li> <li>ii. Quote of the schedule of rates in the form prescribed for Schedule of Rates.</li> <li>iii. Interest free Earnest Money Deposit (EMD) amounting to and in the manner specified in Clause 11 of this GCC hereof.</li> <li>iv. Duly executed authorization in the form of a power of attorney, board resolution or other proof of authority of the person who has signed the tender (duly attested by a Gazetted Officer), as required by Clause 5.17 of this GCC hereof.</li> <li>v. Information regarding Tenderers in the form annexed to the Form of Tender.</li> <li>vi. Information regarding the Tenderer's previous experience in having successfully completed in recent past work of comparable nature in the form annexed to the Form of Tender together with names of owners, sites and value of such work along with supporting documents.</li> <li>vii. Information regarding equipment in the form annexed to the Form of Tender.</li> <li>viii. Solvency certificate from a Nationalised / Scheduled Bank.</li> <li>ix. Any other documents required in terms of the Tender Notice.</li> </ul> |
| 5.9.  | <p>No revision of price will be entertained after tenders are opened, unless mentioned in our enquiry/ asked so by GNFC.</p>   |
| 5.10. | <p>GNFC reserves the right to reject, accept or prefer any tender at its sole and absolute discretion and without assigning any reason whatsoever.</p>   |
| 5.11. | <p>GNFC reserves the right to split, accept or reject any or all tenders at its sole and absolute discretion and without assigning any reason whatsoever.</p>  |
| 5.12. | <p>GNFC reserves the right to reduce the tendered item and/or quantity, while awarding the order, at its sole and absolute discretion and without assigning any reason whatsoever.</p>   |
| 5.13. | <p>The tender shall be irrevocable by the Tenderer up to the expiry of a period of 120 (one hundred and twenty) days from the date of opening of tenders.</p>  |
| 5.14. | <p><b>Rates to be in Figures and words:</b></p> <p>The Tenderer shall quote the rates and amount tendered by him, in English, both in figures as well as in words, in the Form of Schedule of Rates forming part of the Tender Documents, in such a way that interpolation is not possible. The amount for each item shall be worked out and entered and requisite totals given of all items. The tendered amount for the Scope of Work shall be entered in the tender and duly signed by the Tenderer.</p>  |

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5.15.

**Price Discrepancy:** If some non-conformities/errors/discrepancies are found between the rates given in price bid including discrepancy between words and figures or the amount shown in the tender, the following procedure shall be followed for evaluation of the price bid:

- a. When there is difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Tenderer shall be taken as correct.
- b. When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- c. When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate quoted in words shall be taken as correct.
- d. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of GNFC there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- e. In case of any totaling error, the same would not be taken cognizance of but the corrected total value would be adopted.
- f. Taxes and duties if not specified clearly as extra shall be considered as included in the basic price and, therefore, shall not be reimbursed.
- g. Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection at GNFC's sole and absolute discretion.

5.16.

**Corrections and Alterations:** All corrections and alterations in the entries of tender papers shall be signed in full, by the Tenderer, with date. No erasures or overwriting shall be permissible.

5.17.

**Signing of Tender:**

5.17.1.

The tender should be duly signed and stamped by the Tenderer on each page at the lower right hand corner, in case of Physical Tender, digitally signed by the Tenderer using Digital Signature in case of E-tender and for inquiries send through GNFC's e-tender portal, SAP portal, or any other digital portal, signed and scanned copy to be uploaded. All signatures in tender shall be duly dated

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		5.17.2.	The tender shall contain the name, residence and place of business of the <b>person making</b> the tender and shall be signed by the Tenderer with its usual signature.
		5.17.3.	The person signing the tender shall also state his capacity and also the source of his authority to bind the Tenderer. The power-of-attorney or authorization or other document constituting adequate proof of the ability of the signatory to bind the Tenderer shall be annexed to the tender. GNFC reserves its right to reject any tender <b>out rightly</b> unsupported by adequate proof of the signatory's authority.
		5.17.4.	In an event the Tenderer is a partnership firm/limited liability partnership firm, it shall furnish the full names of all partners in the tender, and shall annex a copy of the Partnership Deed to the Tender. It shall be signed in the partnership firm's name by all partners or by <b>an</b> authorized representative, duly authorised vide a power of attorney executed by all the partners, followed by name and designation of person signing.
		5.17.5.	In an event the Tenderer is a corporation(s), body incorporate, private limited company, etc., the tender shall be signed by a person duly authorized to do so vide a board resolution of such corporation, company, etc.
		5.17.6.	In an event the Tenderer is a sole proprietorship, the tender should be signed by the proprietor.
		5.17.7.	'When a Tenderer signs a tender in language other than English the total amount tendered should in addition be written in the same language. The signature of the Tenderer should be attested by at least one witness.
		5.17.8.	Witness: Names, Occupations and addresses of the Witnesses shall be stated below their signatures. Witnesses shall be educated, well conversant with English and fully aware of the signing document.
	5.18.	<b>Canvassing:</b> Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Tenderers who resort to canvassing shall be liable to rejection.	
	5.19.	<b>Disqualification:</b> All such parties having any past, pending or existing dispute, litigation, arbitration or any other proceedings in any court of law, tribunal, adjudicatory authority, regulatory authority, etc. against GNFC, shall be liable to be disqualified from bidding/participating in the tender inquiry issued by GNFC.	

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6.	<b>PHYSICAL TENDER</b>	
	6.1.	Physical Tender shall mean tenders which are submitted to GNFC either through registered post or put in Tender Box or sent by email to the Tender Receiving Authority.
	6.2.	If the space in the Tender or any Schedule or Annexure thereto is insufficient, extra pages shall be separately added. These shall be consecutively page-numbered as also shall carry the tender document number and shall be signed by the tenderer and entered in the index for the Tender.
	6.3.	The Tender with a complete set of the tender documents shall be enclosed in a sealed cover addressed to the Tender Receiving Authority specified in the Tender Notice and the same shall be super scribed with the name of the Works and Tender Notice Number and sent by registered post to the Tender Receiving Authority, or put in the Tender Box designated for the specific work which will be located at the address specified in the Tender Notice.
	6.4.	The sealed Tenders must reach the above address before the time limit specified in the Tender Notice.
7.	<b>E-TENDER</b>	
	7.1.	E-Tender shall mean tenders which are submitted to GNFC either through N-Procure portal or through the SAP portal or through any other digital portal as may be used and notified by GNFC for tendering process.
	7.2.	All the documents uploaded for filing the E-Tender should be duly digitally signed by the Tenderer using Digital Signature. For inquiries send through GNFC's e-tender portal, SAP portal, or any other digital portal, signed and scanned copy to be uploaded The tenders, which are not duly executed using proper Digital Signatures or not signed and scanned properly, are liable to be rejected by GNFC.
	7.3.	The intending Tenderer shall complete the entire tender process and finally submit the tender before the time limit specified in the Tender Notice. No incomplete e-tender shall be considered unless the same is final submitted by the Tenderer.
	7.4.	In case of E-Tender submission by the Tendered, no other mode of offer submission, i.e. hard copy of bid or bids through courier/ post/ email/ fax shall be accepted.
8.	<b>TYPES OF TENDER</b>	
	8.1.	Ordinarily, there are two types of tenders:
	8.1.1.	<b>Single Part Tender:</b> Tender is submitted in only one part.
	8.1.2.	<b>Two Part Tender:</b> Tender is submitted in two parts Techno-Commercial Bid and Price Bid.
	8.2.	Every tender shall be identified as either as a Single Part Tender or a Two Part Tender in the Tender Notice by GNFC.
	8.3.	In Single Part Tender the bid will be opened in one part on the bid opening date.

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	8.4.	In Two Part Tender, all commercial terms and conditions except price should be submitted as part of techno-commercial offer (Part-I) which may be opened first. The price part (Part-II) is to be submitted separately in a sealed cover along with techno-commercial offer (Part-I). GNFC, however, reserves the right to open both the parts at the same time. Price bids of bidders will be opened who will qualify for the subject job on the basis of evaluation of Techno-commercial bids / Pre - Qualification criteria or as considered suitable by GNFC in its sole discretion. GNFC shall have sole discretion to adopt its own method for evaluation of Techno-commercial bids/ Pre - Qualification Criteria.
9.	<b>ADDENDA</b>	
	9.1.	Addenda to the Tender Documents may be issued either prior to or after the date of opening of the tenders to clarify documents or to reflect modification in the design or Contract terms.
	9.2.	Such addendum(s) issued shall be distributed in duplicate, to all intending Tenderer to whom Tender Documents have been issued. Each Tenderer will retain one copy of such addendum(s) for submission along with his tender and return one signed copy to the authority inviting tenders as acknowledgment of receipt of the addendum. All such addendum(s) issued shall form part of Tender Documents.
	9.3.	The Tenderer may revise the tender bid on the basis of the addenda, if so permitted by GNFC in its sole discretion within reasonable time.
10.	<b>QUOTATIONS</b>	
	10.1.	The tenderer shall quote for the jobs on the basis of the items entered in the Form of Schedule of Rates and shall quote separately for each and every item entered in the Form of Schedule of Rates.
	10.2.	The prices quoted shall be exclusive of taxes/duties as provided for in respect of the Schedule of Rates in the General Conditions of Contract and GNFC shall not entertain any claim(s) for enhancement of the price(s) quoted on any account whatsoever.
11.	<b>EARNEST MONEY</b>	
	11.1.	The Tenderer shall as a condition for the consideration of the tender, pay the interest free amount as specified in the Tender Notice as Earnest Money, in the manner specified therein.
	11.2.	All payments towards the interest free Earnest Money shall be made by the Tenderer, either by way of a Demand Draft in favour of GUJARAT NARMADA VALLEY FERTILIZERS AND CHEMICALS LIMITED., or online to the bank account of GNFC or as a bank guarantee in the form of Earnest Money Bank Guarantee ("EMBG") in the format as provided in "Form of Bank Guarantee" in Section XV of this GCC. Provided however that such demand draft/payment

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		confirmation slip/EMBG should reach the tender issuing authority in original before the bid opening date along with Tender Documents.
	11.3.	The tender is liable to be rejected for failure to deposit Earnest Money in the manner aforesaid or for failure to furnish proof of having deposited Earnest Money, along with the tender.
	11.4.	The Earnest Money of the unsuccessful tenderer(s) shall be refunded without interest or the EMBG shall be returned only after the award of the Scope of Work is finalized and accepted by successful tenderer, within a reasonable time and in no case later than 120 (one hundred and twenty) days from the date of award of Scope of Work to successful bidder.
	11.5.	The Earnest Money deposited by the successful tenderer shall be retained towards Security Deposit as elsewhere in the tender documents provided for the fulfilment of the Contract, but shall be forfeited/encashed if the successful tenderer: <ul style="list-style-type: none"> <li>(i) fails to deposit the amounts towards Security Deposit in form of a demand draft or wire transfer (RTGS/NEFT, etc.) or furnish the requisite bank guarantees as specified in the General Conditions of Contract; and / or</li> <li>(ii) fails to commence the Scope of Work at each Job Site within ten (10) days of handing over of the Job Site or any part thereof to him; and/or</li> <li>(iii) fails to execute the Contract in accordance with the Form of Contract within ten (10) days of receipt of Letter of Acceptance in this behalf from GNFC or such extended period as may be permitted by the Engineer- in-Charge for this purpose.</li> </ul>
12.	<b>TIME FOR COMPLETION OF SCOPE OF WORK:</b> The time allowed for completion of the Scope of Work is as shown in the time schedule provided in the Tender Notice. Time shall be reckoned from the date of acceptance of Tender by the successful Tenderer. The successful Tenderer(s) shall commence Scope of Work at each Job Site within ten (10) days of the Job Site or any part thereof being handed over to it.	
13.	<b>INFORMATION</b>	
	13.1.	The information given in the Tender Documents, the Plans and Drawings forming part thereof is merely intended as a general information without any undertaking on the part of GNFC as to their accuracy and without obligation relative thereto upon GNFC. The tenderers are expected to conduct their own surveys and investigations prior to tendering.
	13.2.	The quantities indicated in the Forms of Schedule of Rates with respect to the various items are only approximate and are intended merely as information without undertaking as to the correctness thereof and without any obligation relative thereto upon GNFC. The actual quantities consumed may vary.
	13.3.	The Tenderer shall before tendering and shall be deemed before tendering to have undertaken a thorough study of the proposed Scope of Work; the Job Site(s)

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involved, the site conditions, soil conditions, the terrain, the climatic condition, the labour, power, water, material and equipment availability and transport suitability of borough areas, the availability of land for right of way and temporary office and accommodation quarters, and all other factors and facilities necessary or relevant for the formulation of the tender, supply of materials and performance of the Scope of Work.

#### 14. SIGNING OF THE CONTRACT:

The successful Tenderer shall be required to execute a formal contract in accordance with the Form of Contract within 10 days from the date of receipt of Letter of Acceptance from GNFC of such extended time as may be permitted by GNFC for the purpose to do so, failing which GNFC reserves its right to select another Tenderer, as deemed appropriate by GNFC (including at higher rates) at the Risk, and Cost and **Consequences of Contractor**.

### SECTION - IV

#### SECURITY DEPOSIT & PERFORMANCE GUARANTEE

#### 15. BANK GUARANTEE

15.1. A bank guarantee shall be from a bank as identified in the List of RBI Scheduled Public Sector Banks and Scheduled Private Sector .

15.2. Bank guarantees from co-operative banks/ non-scheduled banks are not acceptable.

#### 16. GENERAL

16.1. GNFC reserves the right to encash the bank guarantee and forfeits the amount in the event of any default, failure or neglect on part of the Contractor in fulfilment of performance of the Contract.

16.2. All bank guarantees/Security Deposit/Performance Guarantee to be furnished to GNFC shall be rounded up to next thousand rupees.

#### 17. SECURITY DEPOSIT

17.1. The Contractor shall furnish an interest free amount equivalent to 7 (Seven)% of Total Contract Value for the purpose of security deposit ("Security Deposit") 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. Such Security Deposit shall be held by GNFC as security for the due performance of the Contractor's obligations under the Contract

17.2. The Contractor shall within 10 days from the date of issuance of the LOI/LOA/Work Order by GNFC and before the execution of the Agreement, whichever is earlier, furnish Security Deposit for such sum which shall be equivalent to 7 (Seven)% of the Total Contract Value , as specified in the Acceptance of Tender, to GNFC. Security Deposit shall be in the form of either in a Demand Draft executed in favour of GUJARAT NARMADA VALLEY FERTILIZERS AND CHEMICALS

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|       | LIMITED or by way of wire transfer (RTGS, NEFT, etc.) in the bank account of GNFC or as a bank guarantee in the form of Security Deposit Bank Guarantee ("SDBG") in the format as provided in "Form of Bank Guarantee" in Section XV of this GCC for the purpose of Security Deposit   |
| 17.3. | The Security Deposit shall be held by GNFC as security for the due performance of the Contractor's obligations under the Contract.   |
| 17.4. | PROVIDED that nothing contained herein stated shall make it incumbent upon GNFC to utilise the Security Deposit in performance of any other remedy which GNFC may have nor shall be construed as confining the claims of GNFC against the Contractor to the quantum of the Security Deposit. The release of Security Deposit shall be governed by the provisions of Clause 17.5 of this GCC hereof.  |
| 17.5. | <p>In an event the Special Condition of Contract mandates furnishing of the Performance Bank Guarantee, the Security Deposit Bank Guarantee shall be kept valid during the term of Contract, in all other cases, the Security Deposit shall be kept valid at all times during the term of the Contract, Defect Liability Period and for a period of 03 (three) months thereafter during the claim period.</p> <p>In an event the Special Conditions of Contract mandates furnishing of the Performance Bank Guarantee, the Contractor shall make an application for release of Security Deposit to GNFC, upon furnishing of the Performance Guarantee accompanied by the Completion Certificate to GNFC.</p> <p>In all other cases, upon completion of defect liability period, the Contractor shall make an application for release of Security Deposit accompanied by the Final Certificate issued by GNFC. GNFC shall release to the Contractor the remaining interest free Security Deposit for the time being remaining in the hands of GNFC, as per the terms of this GCC.</p> |
| 17.6. | <p><b>Right of GNFC to forfeit Security Deposit:</b></p> <p>Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the Contract, GNFC shall be entitled to recover such sum by forfeiting in part or whole the Security Deposit of the Contractor and in case of SDBG, the entire SDBG or any part thereof shall be invoked by GNFC. In the event of the Security Deposit being insufficient or if no security has been taken from the Contractor, then the balance of the total sum recoverable, as the case may be, shall be receivable from any sum then due or which at any time thereafter may become due to the Contractor. Contractor shall pay to GNFC on demand any balance remaining due.</p>  |

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17.7.

**ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED**

In any case in which under any Clause or Clauses of the Contract, the Contractor has been forfeited of the whole of his Security Deposit or the Contractor has committed a breach of any of the terms contained in this Contract, GNFC shall be entitled to adopt any of the following courses as it may deem best suited to its interest:

- a. To rescind the Contract (of which rescission notice in writing to the Contractor under the hand of GNFC shall be conclusive evidence) in which case the Security Deposit of the Contractor shall stand forfeited and be absolutely at the disposal of GNFC.
- b. To employ labour paid by GNFC and to supply materials to carry out the Scope of Work or any part of the Scope of Work, debiting Contractor with the cost of labour, cost of tools and Plants and equipment charges, the prices of materials of the amount of which cost and price, a certificate of Engineer-in-Charge shall be final and conclusive against the Contractor and 10% of costs as above to cover all department charge, and crediting him with the value of Scope of Work done, in all respects in the same manner and at same rates as if it had been carried out by Contractor under the terms of this Contract. Certificate of Engineer-in-Charge as to the value of Scope of Work done shall be final & conclusive against Contractor.
- c. To measure up the Scope of Work of the Contractor and to take such part thereof as shall be unexecuted out of his hand to give it to another Contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole Scope of Work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be recovered from any money due to him by GNFC under the Contract or otherwise or from his Security Deposit or from the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by GNFC the Contractor shall have no claim to compensation for any loss sustained by him by reason his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view to execution of the Scope of Work of the performance of the Contract. And in case the Contract shall be rescinded under the provision of this GCC, the Contractor shall not be entitled to recover or be paid any sum for any Scope of Work therefore actually performed under this Contract unless and until the Engineer-in-Charge will certify in writing the performance of such Scope of Work and the value payable in respect thereof and he shall be entitled to be paid the value so certified.

17.8.

Contractor remains liable to pay compensation if action not taken under Clause 17.7

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In any case in which any of the powers conferred upon GNFC by Clause 17.7 hereof shall have become exercisable and then same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Contractor for which any Clause or Clauses hereof he is declared liable to pay compensation amounting to the whole of his Security Deposit, and the liability of the Contractor for past and future compensation shall remain unaffected in the event of GNFC putting in force the powers under sub-Clause (a), (b) or (c) vested in him under the preceding Clause he may, if he so desires, take possession of all or any tools, plants, materials and stores in or upon the Works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the Scope of Work or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may give notice in writing to the Contractor or his clerk for the Scope of Work, foreman or other authorised agent requiring him to remove such tools, plant, materials or store from the premise (within a time to be specified in such notice), and in the event the Contractor failing to comply with any such requisition the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale be final and conclusive against the Contractor.

#### 18. PERFORMANCE GUARANTEE:

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| 18.1. | Performance Guarantee shall be furnished by the Contractor in case the Security Deposit is valid up to term of the Contract, i.e., the work completion period and the same is categorical mentioned as part of Special Condition of Contract.  |
| 18.2. | The Contractor shall furnish an amount equivalent to 7 (Seven)% of Total Contract Value, as specified in the Acceptance of Tender, as specified for the purpose of performance guarantee ("Performance Guarantee") along with the submission of the Work Completion Certificate and Final Bill. Such Performance Guarantee shall be held by GNFC as security for the due performance of the Contractor's obligations under the Contract for the Defect Liability Period. |
| 18.3. | The Contractor shall along with the Completion Certificate furnish an interest free Performance Guarantee for an amount equivalent to 7 (Seven) % of Total Contract Value, as specified in the Acceptance of Tender, to GNFC. Performance Guarantee shall be submitted in the form of either in a Demand Draft executed in favour of GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED or by  |

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		way of wire transfer (RTGS, NEFT, etc.) in the bank account of GNFC or as a bank guarantee in the form of Performance Bank Guarantee (“PBG”) in the format as provided in “Forms of Bank Guarantee” in Section XV of this GCC for the purpose of Performance Guarantee.
18.4.		The Performance Guarantee shall be held by GNFC as security for the due performance of the Contractor’s obligations under the Contract during the Defect Liability Period. PROVIDED that nothing contained herein stated shall make it incumbent upon GNFC to utilize the Performance Guarantee in performance of any other remedy which GNFC may have nor shall be construed as confining the claims of GNFC against the Contractor to the quantum of the Performance Guarantee. The release of Performance Guarantee shall be governed by the provisions of Clause 18.6 hereof.
18.5.		The Performance Guarantee shall be kept valid at all times during the term of Defect Liability Period and for a period of 03 (three) months thereafter during the claim period.
18.6.		Within 15 (fifteen) days of application made by the Contractor for release of the Performance Guarantee accompanied by the Final Certificate, GNFC shall release to the Contractor the remaining Performance Guarantee for the time being remaining in the hands of GNFC, and upon such release, GNFC shall stand discharged of all obligation and liabilities under the Contract.
18.7.		<b>Right of GNFC to Forfeit Performance Guarantee:</b> Whenever any claim against the Contractor for the payment of a sum of money arises out of or under the Contract during the Defect Liability Period, GNFC shall be entitled to recover such sum by forfeiting in part or whole the Performance Guarantee of the Contractor and in case of PBG, the entire PBG or any part thereof shall be invoked by GNFC. In the event of the Performance Guarantee being insufficient or if no security has been taken from the Contractor, then the balance of the total sum recoverable, as the case may be, shall be recoverable from any sum then due or which at any time thereafter may become due to the Contractor. Contractor shall pay to GNFC on demand any balance remaining due.
18.8.		<b>ACTION WHEN WHOLE OF PERFORMANCE GUARANTEE IS FORFEITED</b>  In any case in which under any Clause or Clauses of the Contract, the Contractor has been forfeited of the whole of his Performance Guarantee or the Contractor has committed a breach of any of the terms contained in this Contract during the Defect Liability Period, GNFC shall be entitled to adopt any of the following courses as it may deem best suited to its interest:  (a) To rescind the Contract (of which rescission notice in writing to the Contractor under the hand of GNFC shall be conclusive evidence) in which

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case the Performance Guarantee of the Contractor shall stand forfeited and be absolutely at the disposal of GNFC.

(b) To employ labour paid by GNFC and to supply materials to correct, repair and/or rectify any and all defect(s) and/or imperfections in the design of the Works, insofar as the Contractor shall be concerned with the design of the Works or any part thereof and/or in the Scope of Work performed and/or materials, components or other items incorporated therein as shall be discovered during Defect Liability Period as a part of the Scope of Work, debiting Contractor with the cost of labour, cost of tools and Plants and equipment charges, the prices of materials of the amount of which cost and price, a certificate of Engineer-in-Charge shall be final and conclusive against the Contractor and 10% of costs as above to cover all department charge, and crediting him with the value of Scope of Work done, in all respects in the same manner and at same rates as if it had been carried out by Contractor under the terms of this Contract. Certificate of Engineer-in-Charge as to the value of Scope of Work done shall be final & conclusive against Contractor.

(c) To measure up the correction, repair and/or rectification any and all defect(s) and/or imperfections in the design of the Works, insofar as the Contractor shall be concerned with the design of the Works or any part thereof and/or in the Scope of Work performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and to take such part thereof as shall be unexecuted out of his hand to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Contractor, if the whole Scope of Work had been executed by him (of the amount of which excess, the certificate in writing of the Engineer-in-Charge shall be final and conclusive) shall be borne and paid by the original Contractor and may be recovered from his Performance Guarantee or from the proceeds of sale thereof or a sufficient part thereof.

In the event of any of the above courses being adopted by GNFC the Contractor shall have no claim to compensation for any loss sustained by him by reason his having purchased or procured any materials or entered into any agreements or made any advances on account of or with a view to execution of the works of the performance of the Contract during defect liability period.

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- 18.9. Contractor remains liable to pay compensation if action not taken under Clause 18.8. In any case in which any of the powers conferred upon GNFC by Clause 18.8 hereof shall have become exercisable and then same had not been exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any further case of default by the Contractor for which any Clause or Clauses hereof he is declared liable to pay compensation amounting to the whole of his Performance Guarantee, and the liability of the Contractor for past and future compensation shall remain unaffected in the event of GNFC putting in force the powers under sub-Clause (a), (b) or (c) vested in him under the preceding Clause he may, if he so desires, take possession of all or any tools, plants, materials and stores in or upon the Works or the site thereof belonging to the Contractor or procured by him and intended to be used for the execution of the Scope of Work or any part thereof paying or allowing for the same in account at the Contract rates or in case of these not being applicable at current market rates to be certified by the Engineer-in-Charge whose certificate thereof shall be final, otherwise the Engineer-in-Charge may give notice in writing to the Contractor or his clerk for the Scope of Work, foreman or other authorised agent requiring him to remove such tools, plant, materials or store from the premise (within a time to be specified in such notice), and in the event the Contractor failing to comply with any such requisition the Engineer-in-Charge may remove them at the Contractor's expense or sell them by auction or private sale on account of the Contractor and at his risk in all respects without any further notice as to the date, time or place of sale and the certificate of the Engineer-in-Charge as to the expense of any such removal and the amount of the proceeds and expense of any such sale be final and conclusive against the Contractor.

## SECTION - V

### GENERAL

19. **INTERPRETATION OF CONTRACT DOCUMENTS:**
- 19.1. The several Contract Documents forming the Contract are to be read together as a whole and are to be taken as mutually explanatory.
- 19.2. Should there be any doubt and ambiguity in interpretation of Contract Documents or error, omission or contradiction therein or in any of them, Contractor shall, prior to commencing the relative work, apply in writing to the Engineer-in-Charge for his decision for resolution of the doubt, ambiguity or contradiction or correction of error or omission, as the case may be.
- 19.3. Notwithstanding anything provided in Clause 19.2 hereof above either the Contractor or the Site Engineer may at any time prior to, during or after the execution of the Work or any part thereof (if the Contractor has failed to make an

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		application as provided for in Clause 19.2) apply to the Engineer-in-Charge, in writing, for his decision for resolution of any doubt ambiguity or contradiction in the Contract documents or any of them or the correction of any error or omission therein as the case may be.
19.4.		The decision of the Engineer-in-Charge on any application under Clause 19.2 or Clause 19.3 hereof shall be in writing and shall be final and binding upon the Contractor and shall form part of the Contract Documents, with the intent that the Contract Document shall be read as the said decision is and was at all incorporated therein.
19.5.		In the event of the Contractor having already performed or executed any part of Scope of Work at variance with the decision of the Engineer-in-Charge as aforesaid, then notwithstanding payment in respect of such Work(s) having been made to the Contractor, such Works shall be deemed to be a defective work and the provisions of Clause 48.7 hereof and associated Clauses there under shall apply thereto.
19.6.		Any work shown, indicated or included in the Job Description, Plans, Drawings, Specifications and / or Schedule of Rates shall be deemed to form part of the Scope of Work, notwithstanding failure to show, indicate or include such work in any other or others among the documents aforesaid, with the intent that the indication or inclusion of the work within any one of the said documents shall be deemed to be sufficient indication or inclusion of such work within the Scope of Work covered by the Contract.
19.7.		No verbal agreement, assurances, representations or understanding given by any employee or officer of GNFC or so understood by the Contractor, whether given or understood before or after the execution of the Contract, shall anyway bind GNFC or alter the Contract documents unless specifically given in writing and signed by the Engineer-in-Charge on behalf of GNFC and given as an Agreed Variation to the relative term(s) in the contract Documents.
19.8.		Clause headings given in this or any other Contract Documents are intended only as a general guide for convenience in reading and segregating the general subject of the various Clauses, but do not form part of the Contract Documents, with the intent that the Clause heading shall not govern the meaning or import of the Clauses there under appearing or confine or otherwise affect the interpretation thereof.
19.9.		In case of contradiction / conflict, the order of precedence shall be in the order as per below; <ul style="list-style-type: none"> <li>a. Signed Agreement and its subsequent Amendments, if any,</li> <li>b. Amendments/Clarifications/Corrigenda/Errata etc., if any, issued in respect of the tender before award of work.</li> <li>c. GST Annexure</li> <li>d. General Conditions of Contract</li> </ul>

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## e. Tender Notice

20. **PLANS & DRAWINGS TO BE FURNISHED BY GNFC:**

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| 20.1. | Plans and drawings forming part of the Tender Documents shall constitute only a general guidance to enable the Contractor to visualise the Scope of Work contemplated under the Contract. Detailed working plans and drawings, (if any) required to be furnished by GNFC for the actual execution of the Scope of Work shall be furnished from time to time as and when required during the progress of the Scope of Work. The plans and drawings shall be issued by GNFC in its sole discretion, as and when required for the Scope of Work, at the sole cost and expense of the Contractor.  |
| 20.2. | It shall be the exclusive responsibility of the Contractor to call upon GNFC to pursue and obtain from GNFC detailed plans and drawings as and when required by the Contractor for the proper execution of the Scope of Work or any particular item or job therein. Provided that such request are made, in writing, sufficiently in 10 days advance of the stage of the progress of the Scope of Work for which the detailed plans and drawings shall be required, and any failure by the Contractor to do so shall be entirely at the risks and costs of the Contractor and shall not constitute a ground for the extension of time, unless GNFC does not provide the Contractor the requisite plans / drawing within 15 (fifteen) days of receipt of written notice by the Contractor to the Engineer-in-Charge for the supply thereof, in which event the provisions of Clause 41.5 hereof, with respect to the extension of time and Clauses related thereto shall apply. |
| 20.3. | The Contractor shall carefully study the detailed plans / drawings supplied to it in conjunction with all other connected plans / drawings and other Tender Documents/Contract Documents and shall bring to the notice of the Engineer-in-Charge for clarification, correction any ambiguity, error, discrepancy, contradiction or omission therein prior to the execution of the related work(s) and the provision of Clause 19.4 hereof shall apply <i>mutatis mutandis</i> to such clarification or correction.   |
| 20.4. | Any work performed by Contractor in absence of such clarification / correction, shall be at the Contractor's sole risks and responsibility. Accordingly, the provisions of Clause 48.7 hereof and associated Clauses there under with respect to defective Works shall apply thereto.  |
| 20.5. | Notwithstanding anything contained to the contrary in the Tender Documents/Contract Documents expressed or implied and notwithstanding the absence of any ambiguity error discrepancy, contradiction or omission in the plans/ drawings as aforesaid, GNFC shall be entitled at any time before or during execution of the related work(s) to amend / modify or alter any plan(s) drawing(s) furnished to the Contractor by it and the Contractor shall thereafter perform and/or continue   |

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to perform the related work(s) according to the amended modified / altered plans/ drawings without entitlement to any extra remuneration. If the Contractor after providing such amended modified / altered plans/ drawings, execute any relative work(s) at variance therewith (notwithstanding that the Contractor shall have already been made any payment in respect thereof), the provisions of Clause 48.7 hereof and associated Clauses there under relating to defective work shall apply thereto provided that if any such amendment / modification / alteration shall, in the opinion of the Contractor, necessitate an extension of time for completion, the provision of 41.5 hereof and Clauses related thereto shall apply with the consent of Engineer-in-Charge.

20.6. Copies of all plans and drawings relating to the Scope of Work shall be kept and maintained at the Contractor's office at the site and shall be made available to the Engineer-in- Charge and Site Engineer for inspection or reference at any time during the execution of the Scope of Work.

20.7. All plans and drawings furnished by GNFC to the Contractor shall be and remain the properties of GNFC and shall be returned by the Contractor to GNFC on the completion of the Scope of Work or prior determination of the Contract or on such request of GNFC in writing.

## 21. PLANS, DESIGNS AND DRAWINGS TO BE FURNISHED BY CONTRACTOR

21.1. Where the Contractor shall, within the Scope of Work be required to prepare or furnish any plan(s), design(s) or drawing(s) in respect of the Scope of Work or any particular Scope of Work the Contractor shall within 15 (fifteen) days (or such other period as GNFC may prescribe in this behalf in writing) of receipt of notification of Acceptance of Tender or within 15(fifteen) days before the proposed date of commencement of the relative work, whichever shall be earlier, submit to GNFC for approval the relative plans / designs / drawings. GNFC in its sole discretion may approve the plan/drawings/designs completely or any part thereof, or suggest amendments/modifications to such plans/drawings/design or to any part thereof. The Contractor shall thereupon either convince GNFC of the unnecessariness in whole or portion of such amendment / modification or shall implement the same and shall cause the plans / drawings / designs to be accordingly amended., provided, that no such approval of or amendments / modifications in the plans / drawings / designs by or suggested by GNFC in writing shall absolve the Contractor of any of his obligations, responsibilities or liabilities under the Contract, inclusive of and relative to the utility and suitability of the Contractor's plans / drawings / designs in the relative work(s) and the fulfilments of all specifications and performance guarantees of the consequent works, any such approval or suggestion by GNFC as aforesaid being intended only by way of assistance to the Contractor without any attendant liability upon GNFC.

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	21.2.	The Contractor shall not permit any work to be done or any installation material or equipment to be supplied or fabricated or erected at variance with drawings/ designs approved by GNFC and / or amended or modified as aforesaid.
	21.3.	Unless otherwise required at least 3(three) sets of all approved plans / drawings / designs prepared by the Contractor together with similar sets of all revisions / amendment / modifications therein shall be lodged with GNFC for the record of GNFC, such sets of plans / drawings / designs to be signed by the Contractor and to indicate there on the number and date of each revision / amendment and of the communication of GNFC or any other agency appointed by GNFC for or relative to the approval thereof.
22.	<b>ALTERATION IN DESIGNS, PLANS, DRAWINGS, SPECIFICATIONS ORDERS AND INSTRUCTIONS</b>	
	22.1.	In addition to the provisions of Clause 20 and associated Clauses there under the Engineer-in-Charge and / or Site Engineer shall be entitled, by way of a written notice to the Contractor, at any time prior to or in the course of the execution of the Works and any part thereof, to alter or amend the specifications, orders and/or instructions or any of them by addition, omission, substitution or otherwise howsoever with or without altering or amending the plans, drawings and/or designs and the Contractor shall carry out the work or the related work in accordance with such altered specifications, orders, instructions, plans, drawings and/or designs as the case may be, on the same terms and conditions in all respects, subject to the provisions of Clause 22.3.
	22.2.	If such alteration or amendment shall, in the opinion of the Contractor necessitate an extension in the time for completion, the provision of Clause 41.5 hereof & related Clauses with regard to extension of time, shall apply, with the consent of GNFC.
	22.3.	<p>If such alteration or amendment shall, in the opinion of Engineer- in-Charge (whose opinion in this behalf shall be final and binding upon the Contractor) necessitate the performance of any Scope of Work not covered by the Schedule of Rates, the remuneration for such work or portion or item thereof not covered by the Schedule of Rates shall be determined in the following manner:</p> <p>(i) If it is possible to derive the rate(s) for such work or items of work from any of the items of material and/or work covered in the Schedule of Rates the rate(s) for the relative works / items shall be the rate(s) arrived at on the basis of such derivation. The opinion of Engineer-in-Charge as to whether or not the relative rates can be derived from the rates for the items of material and or work included in the Schedule of Rates and the consequent derivation of rate(s) on basis thereof shall be final and binding upon the Contractor.</p>

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- (ii) If in the opinion of the Engineer-In-Charge the relative rate(s) shall not be derivable within the provisions of paragraph (i) herein above the relative rate(s) shall be the rates for the work or items of work settled as follows :
- An analysis of the rate for the completed work or items shall be prepared by taking:
- Issue rate for materials supplied by GNFC as specified in paragraph (i) of Clause 30.6 hereof.
  - Material(s) supplied by the Contractor and incorporated in the permanent works at the rate(s) prevailing in the market at the time of execution of work.
  - Labour cost at rate(s) for labour prevailing in the region at the time of execution of work.
  - 15% (Fifteen percent) of (b) and (c) above to cover Contractor's Supervision, overheads and profit.
- (iii) The opinion of the Engineer-in-Charge as to the quantity of material and/or labour involved and the rate(s) thereof shall be final and binding on the Contractor.
- (iv) The opinion of the Engineer-in-Charge as to whether or not any particulars items of material(s) or labour involved is covered by the relevant Schedule(s) and if not, as to the market rate(s) thereof shall be final and binding upon the Contractor.

22.4. The Composite unit rate(s) for any work determined in accordance with the provisions of Clause 22.3 above shall for the purpose of the Contract with effect from such determination, be deemed to be included within the Schedule of Rates.

22.5. The Contractor shall not be entitled to any compensation in addition to the payment for the work actually performed by the Contractor calculated on the basis of the Schedule of Rate(s) or as provided for in Clause 22.3 hereinabove as the case may be, as a result of any amendment or variation in the specifications orders, instructions plans, designs or drawings notwithstanding that such alteration(s)/ variation(s) may have resulted in a reduction of the total quantum or value of the work involved under the Contract.

### 23. ALTERATION IN THE SCOPE OF WORK:

23.1. GNFC may at any time(s) before or after the commencement of the Scope of Work by notice in writing issued to the Contractor alter the Scope of Work by increasing

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		or reducing the jobs required to be done by the Contractor or by addition or omission there from any specific job or operations or by substituting any existing jobs or operations with other jobs and / or operations or by requiring the Contractor to perform any extra works in or about the Job Site, and upon receipt of such notice the Contractor shall execute the job(s) as required within the altered Scope of Work.
	23.2.	If any alteration in the Scope of Work shall, in the opinion of the Contractor necessitate any extension in the time for completion, the provisions of Clause 41.5 hereof and associated Clauses with regard to the extension of time shall apply, with the consent of GNFC.
	23.3.	If such alteration shall, in the opinion of Engineer-in-Charge, whose opinion in this behalf shall be final and binding upon the Contractor, necessitate the performance of any work not covered by the Schedule of Rates, the remuneration for such work or portion or item thereof not covered by Schedule of Rates shall be determined in accordance with the provisions of Clause 22.3 hereof.
	23.4.	The Contractor shall not be entitled to any compensation in addition to the payment for the work actually performed by the Contractor calculated on the basis of the Schedule of Rates or as provided in Clause 22.3 hereof, as the case may be, as a result of any alteration in the scope of work notwithstanding that such alteration may have resulted in a reduction in the total quantities or value of the work involved.
24.	<b>QUANTITIES OF WORK</b>	
	24.1.	The quantities of work stated in the Form of Schedule of Rates do not form part of the Contract and GNFC assumes no responsibility for the correctness thereof, and GNFC shall not be liable for any increase or decrease in the actual quantities of work effected within the Scope of Work, nor shall such increase or decrease in quantities form the basis of any alteration of rates quoted and accepted or for any claim for additional compensation, damages or loss of profits or otherwise. The Contractor acknowledges and agrees that notwithstanding the quantities mentioned in the Form of Schedule of Rates, it shall only be entitled to payment in respect of actual quantities of Scope of Work performed in terms of the Contract and measured in the Final Measurements.
25.	<b>CANCELLATION OF CONTRACT</b>	
	25.1.	GNFC shall be entitled at any time in its sole discretion to cancel the Contract if, in the opinion of GNFC, the cessation of the Scope of Work becomes necessary owing to any cause whatsoever, and a notice in writing from GNFC to the Contractor of such cancellation and the reason(s) therefore shall be conclusive proof of such cancellation and the reasons thereof.
	25.2.	Upon cancellation of the Contract, GNFC shall take over from the Contractor the approved materials lying at Job Site on the date of the cancellation at the rate(s) for such material(s) as specified in relative item(s) of the Schedule of Rates, and if the

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		rates for any material(s) is not specified in the Schedule of Rates, the rates for such material(s) be taken to be at current market rate(s) on the date of the cancellation. The decision of the Site Engineer as to the approved material lying at site on the date of cancellation and the quantities and market rate(s) thereof shall be final and binding upon the Contractor.
	25.3.	The Contractor shall raise invoice of the pro-rata work performed by it after obtaining due certification of the work performed from the Engineer in Charge in writing. GNFC shall make pro rata payments to the Contractor for the Works performed by the Contractor, as per the certification of the Engineer in Charge, till the date of cancellation calculated on the basis of the Schedule of Rates and the cost of such approved materials in the matter provided herein, as per the agreed payment terms along with applicable taxes. The Contractor shall not be entitled to any compensation in addition to abovesaid payment, arising out of such cancellation notwithstanding that such cancellation may have resulted in the performance of quantities of work below the quantities indicated in the form of Schedule of Rates and /or of a value below the Total Contract Value indicated in the Acceptance of Tender.
26.	<b>SUSPENSION OF WORK</b>	
	26.1.	The Engineer-in-Charge may at any time(s) at its discretion, should he consider that the circumstances so warrant by notice in writing to the Contractor temporarily suspend the Scope of Work or any part thereof for such period(s) as Engineer-in-Charge shall deem fit, the decision of the Engineer-in-Charge as to the existence of circumstances warranting such suspension shall be final and binding upon the Contractor. The Contractor shall upon receipt of the order of suspension forthwith suspend the Scope of Work or such part thereof as shall have been suspended until he has received written order from the Engineer-in-Charge to proceed with the Scope of Work suspended or any part thereof.
	26.2.	The Contractor shall not be entitled to claim compensation for any loss or damage sustained by the Contractor by virtue of any suspension as aforesaid notwithstanding that consequent upon such suspension the machinery, equipment and labour of the Contractor or any part thereof shall be or become or be rendered idle and notwithstanding the above said the Contractor shall be liable to pay salary, wages or bear other charges and expenses thereof.
	26.3.	If in the opinion of the Contractor such suspension shall necessitate any extension in the time of completion, the provision of Clause 41.5 hereof and related Clause in respect of extension of time shall apply, save and except if the suspension is by reason of default or failure on the part of the Contractor and the reasons for the suspensions stated by the Engineer-in-Charge in any notice of suspension as

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		aforesaid inclusive as to the existence of a default or failure on the part of the Contractor if so stated in the notice shall be final and binding upon the Contractor.
	26.4.	In the event of a suspension affecting the entire Scope of Work remaining in operation in respect of the entire Scope of Work for a period in excess of 2(two) months from the date of commencement of the suspension, the Contractor shall have the option to terminate the Contract by giving written notice thereof to GNFC. Provided however the suspension is by virtue of default or failure on the part of the Contractor as specified in Clause 26.3 hereof such termination shall be deemed to operate as cancellation of Contract within the provisions of Clause 25.1 hereof and the provisions of Clauses 25.3 and 25.3 shall apply relative thereto.
	26.5.	In the event of such termination being upon a suspension consequent to a default or failure by the Contractor, the Contractor shall not be entitled to any damages, compensation, loss of profit or other payment whatsoever in addition to payment for the Scope of Work done on pro rata basis in accordance with the terms of the Contract by application of the Schedule of Rates to the measured quantities. Nothing contained herein shall be construed as a waiver of the rights of GNFC to claim damages from the Contractor for the default and failure on part of the Contractor.

27.	Notwithstanding anything provided in Clause 25 and/or Clause 26 and related Clauses hereunder, upon a cancellation of the Contract under the provisions of Clause 25.1 hereof termination of the Contract under the provision of Clause 26.4 hereof, the provisions of Clauses 67 to 71 hereof consequent upon termination of Contract, shall apply.
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28.	<b>GNFC's Right to take part of Works:</b>	
	28.1.	Upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this Contract, GNFC shall have the right instead of assuming charge of entire Works, to place additional labour force, tools, equipments and materials on such parts of the Scope of Work, as GNFC may designate or also engage another Contractor to carry out the Work. The Contractor agrees that in all such cases, GNFC shall be entitled to recover from the amounts which otherwise might be due to the Contractor, the cost of such Scope of Work and material(s) with additional ten percent and should the amount thereof exceed the amount due to the Contractor, the Contractor shall pay such additional difference to GNFC within 10 (ten) days from the date of receipt of such request from GNFC.

## SECTION - VI

### MATERIALS, LABOUR, EQUIPMENT AND FACILITIES

29.	<b>CONTRACTOR'S RESPONSIBILITY:</b>	
	29.1.	Notwithstanding anything to the contrary in the Contract Documents expressed or implied the Contractor shall be and remain at all times exclusively responsible to

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provide all materials, labour, equipment, machinery and facilities and other items and things whatsoever required for or in connection with the Scope of Work, including but not limited to those indicated by expression or implication in the Scope of Work, , Schedule of Rates, the Specifications, Plans and Drawings, and/or other Contract Documents or howsoever otherwise as shall or may from time to time and at any time be necessary for or in connection with the Scope of Work, either for incorporation in or within the permanent works or in or relative to the execution and performance of the work.

### 30. MATERIALS:

30.1. Material supplied by the Contractor shall conform to the Specifications and shall be suitable for the purpose for which they are required.

30.2. Unless otherwise specified by GNFC, all materials supplied by the Contractor shall bear the ISI stamp and/or shall be supplied by the reputed manufacturers or suppliers listed with the Directorate General of Supplies and Goods (DGS & D). If in respect of any materials, including but not limited to sand, stone aggregate, bricks earth, lime, steel and cement etc. neither ISI marking/approved on DGS & D listed suppliers are available, such materials shall be obtained from sources / suppliers / manufacturers approved by the Site Engineer, provided that no approval by the Site Engineer or any other representative of GNFC for supply of ISI stamped materials or of materials supplied by DGS & D listed suppliers shall relieve the Contractor of his full responsibility in respect of suitability and quality of the material or any defects therein or in any Works or constructions in or relative to which the same has been utilised.

30.3. Notwithstanding that any area(s) or source(s) has/have been allotted or suggested by GNFC to the Contractor from which any materials for incorporation in the Works can be obtained, the Contractor shall independently satisfy himself of the suitability, accessibility and sufficiency of the source(s) of supply suggested or allocated by GNFC and suitability of the material available from such source(s) with the intent that any allotment or suggestion as aforesaid shall not anyway relieve the Contractor of his full liability in respect of the suitability and quality of material(s) obtained from said source(s) and the Contractor shall obtain material(s) there from and incorporate the same within the permanent Works entirely at his own risks and costs in all respects, with the intent that any such allocation or suggestion by GNFC shall only be by way of assistance to Contractor & shall not entail any legal responsibility or liability upon GNFC.

30.4. Notwithstanding any other provisions, in the Contract Documents for analysis or tests of materials and in addition thereto, the Contractor shall, if so required by the Engineer-in-Charge or Site Engineer in writing, at his own risks and costs, anyway test, prove and weigh all materials including the materials incorporated in the

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Works, as is required to be analyzed, tested, proved and / or weighed by the Engineer-in-Charge or Site Engineer and shall have such analysis / tests conducted by the agency(ies) or authority(ies), if any, specified by the Engineer-in-Charge or Site Engineer. The Contractor shall provide all equipment, labour, materials and other things whatsoever required for testing, preparation of the samples, measurement of Works and/or proof of weightment of the materials as directed by Engineer-in-Charge or Site Engineer.

30.5. GNFC does not warrant or undertake the provision of any material(s) and the Contractor shall not imply by conduct, expression or assurance or by any other means any promise or obligation on part of GNFC in this respect understood and agreed by the Contractor, that unless made by specified written instrument forming part of the Contract or entitled as an amendment to the Contract, and even so any promise or assurance on the part of GNFC shall be subject to the provisions of Clause 30.6 herein after.

30.6. Without prejudice to the provisions of Clause 29 hereof and the other Sub- Clauses herein above, at the written request of the Contractor, GNFC in its sole discretion shall have the right, in the interest of the Scope of Work(s), to supply and/or by way of assistance to the Contractor supply or procure and/or agree to supply or procure for the Contractor any material for incorporation in the permanent Works and any material(s) so supplied or procured or agreed to be supplied or procured by GNFC shall be subject to following terms and conditions which shall (unless specifically excluded by the terms thereof) be deemed to form part of any agreement by GNFC to supply or procure any materials for the Contractor.

- i. Issuing Price: - The materials shall be supplied at the following rate(s):
  - (a) If the material(s) are covered by the list of 'GNFC's stores (if any) at the rate(s) indicated in the said list (upto the quantity (ies) indicated in the said list).
  - (b) If the materials are not covered in GNFC stores (if any); then such amount shall be charged by GNFC which shall in addition to the purchase price to GNFC shall include taxes, freight, transportation etc. and addition of 10% (Ten percent) of all aforesaid costs of GNFC to cover cost of handling and all other incidental expenditure, Goods and Services tax or any other tax payable on the sale, if any, for supply to the Contractor shall be borne by the Contractor.

The decision of the Engineer-in-Charge as to the cost of such material(s) to GNFC shall be final and binding upon the Contractor subject to the prevailing reverse charge mechanism

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| ii.  | Payment: GNFC shall raise invoice upon the Contractor for the materials/services supplied/issued by GNFC to the Contractor along with appropriate Good and Services Tax. The invoice so raised shall become immediately payable. The Contractor shall clear such amounts and make such payments by way of wire transfer (RTGS/NEFT, internet banking, etc.) or by way of DD in favour of "Gujarat Narmada Valley Fertilizers & Chemicals Ltd."  |
| iii. | Deliveries: Deliveries of materials supplied/issued or procured by GNFC, shall be by the Contractor either from the stores of GNFC or from the factory/ stores of the supplier or from nearest suitable rail head or other point of suitable collection as may be determined by GNFC taking into account the source of the supply of the materials. The Contractor shall satisfy itself regarding the quality and quantity of the materials as such procured by it. The Contractor shall in writing acknowledge and confirm the delivery of the materials to GNFC.  |
| iv.  | It shall be the responsibility of the Contractor at his own risks and costs to generate e-way bill, take delivery of the materials from the stores, factory, rail head or other collection point, as the case may be, and to arrange for its loading, transportation to Job Site and unloading at the Job Site or other place of storage. The Contractor shall in taking delivery ensure compliance of any conditions of delivery applicable to deliveries from GNFC's or supplier's factory/stores or railways or other transporters concerned including but not limited to maintaining/providing proper e-waybills, and shall be exclusively responsible to pay and bear any demurrage or penalty or other charges payable by virtue of any failure or delay by the Contractor in lifting the supplies and / or any failure by the Contractor to observe the condition of e-way bill or supply as aforesaid, and shall keep GNFC indemnified from and against all consequences thereof. |
| v.   | Other Condition: GNFC shall supply materials only according to types and sizes as are available in GNFC's stocks or on basis of standard types and sizes obtained from manufacturers, and shall not be responsible (unless specifically stated in the Contract documents to the contrary) for any wastage or losses resultant upon conversion of materials to sizes or types suitable for incorporation in the Works.   |
| vi.  | The material(s) supplied or procured by GNFC shall be utilised by the Contractor only for incorporation in the permanent Works and even so shall not (unless specifically authorised by GNFC in this behalf) be utilised for manufacturing any item(s) which can be obtained in finished  |

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			form from standard manufacturers. All materials supplied by GNFC shall be solely for the purpose of Works in furtherance to the Contract and thus the same shall be utilized by the Contractor for the said purpose itself.
		vii.	The Contractor shall inspect the material supplied to him at the time of taking delivery thereof and satisfy himself of the quality, quantity and condition thereof prior to taking delivery and GNFC shall not be liable for any claims or complaints whatsoever in respect of quality, quantity or condition of said materials once the Contractor has taken delivery thereof.
		viii.	The Contractor shall furnish to the Engineer-in-Charge sufficiently in advance a detailed statement showing his requirements of the types and quantities of materials agreed to be supplied by GNFC, with an indication of the time when relative types and quantities thereof shall be required by him for the Works so as to enable GNFC to verify the quantities of materials specified by the Contractor and to enable GNFC to make arrangements for the supply thereof.
		ix.	GNFC shall not be responsible for any delay in the supply of any materials supplied or procured or agreed to be supplied or procured by it, or failure to; make the supply and/ or procure the materials, and no such delay or failure shall anyway render GNFC liable for any claim for damages or compensation by the Contractor notwithstanding that an increase in the time of performance of the Contract be involved by virtue of such delay or failure and notwithstanding any labour, machinery or equipment brought upon to the Job Site by the Contractor being rendered idle by such delay or failure PROVIDED such delay or opinion of the Contractor, necessitate an extension of time for completion, the provisions of Clause 41.5 hereof relating to the extension of time and associated provisions thereof shall apply.
		x.	Notwithstanding any agreement by GNFC to supply to or procure any material for the Contractor, GNFC shall be entitled at any time, should it find it difficult, to make such supply or procurement by virtue of the existence; of force majeure conditions, act of enemies, transport and procurement difficulties, strike or labour trouble and/ or any other circumstances beyond the control of GNFC in respect of any specific materials or qualities thereof or generally in respect of all materials, to call upon the Contractors at his own cost and expenses to procure and/ or arrange procurement of the said materials from the market, and GNFC shall thereupon be relieved of all responsibilities for supply or

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			procurement of any material required to be procured by GNFC in terms aforesaid.
		xi.	The Contractor shall use the material supplied by GNFC to it judiciously with minimum wastage. The Contractor agrees and acknowledges that GNFC shall be entitled to levy penalties upon the Contractor if there is excess wastage of the material supplied by GNFC during the course of Scope of Work, in the reasonable opinion of the Engineer-in-Charge.
		xii.	The Contractor shall maintain a day to day account of all material supplied to him by GNFC indicating the daily receipt(s), consumption and balanced(s) in hand of each material and category thereof. Such account shall be maintained in such form (if any) as shall be prescribed by the Engineer-in- charge and shall be supported by all documents necessary to verify the correctness of the entries in the account. Such account shall be maintained at the Contractor's office at the site, and shall be open for inspection and verification (by verification of documents in support of the entry as also by physical verification of, the stocks) at all times by the Engineer-in-charge and Site Engineer without notice, and for the purpose, the Engineer-in-charge/Site Engineer shall be permitted and enabled without obstruction to enter into any godown or other place or premises where the said material or any part there of shall be stored and to inspect the same and to take by himself and/or through his representative (s) an inventory thereof.
		xiii.	Storage & Safe-Keeping: All materials supplied by GNFC shall be taken delivery of, held, stored and utilised by the Contractor as trustee of GNFC, and delivery of material to the Contractor shall constitute an entrustment thereof by GNFC to the Contractor, with the intent that any utilisation, application or disposal thereof by Contractor otherwise than for permanent incorporation in Contractual works in terms hereof shall constitute a breach of trust by the Contractor.
		xiv.	The Contractor shall hold and store any material(s) supplied by GNFC only at such place and/or premises as may be approved by the Engineer-in-Charge, provided that no such approval shall absolve the Contractor in whole or parts of his full liabilities in respect of such materials, and the Contractor shall be and remain responsible at all times at his own risks and costs to ensure that the materials(s) supplied by GNFC are retained at all times in premises that are air and water tight and otherwise suitable for the storage for the storage of the material so as to prevent damage or deterioration for any cause whatsoever or theft

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			or other loss, and shall arrange such watch and ward staff as shall be necessary to ensure the safety thereof.
		xv.	The Engineer-in-Charge may at his discretion require that all premises in which any material supplied by GNFC is stored, shall be double locked with the keys to one lock retained by the Site Engineer or his representative with the intent that all issues of 'GNFC's supplied materials shall be with the concurrence of the Site Engineer or his representative, as the case may be, provided that any such double locking and/or concurrence as aforesaid shall not absolve the Contractor of his full liabilities or responsibilities in respect of such material.
		xvi.	The Contractor shall at all times be exclusively responsible for any and all loss(es), damage(s), deterioration, misuse, theft or other application or disposal of the material(s) supplied by GNFC or any of them. and the Contractor shall keep GNFC indemnified from and against the same and shall forthwith at his own cost and expense replace any such material, lost, damaged, deteriorated, misused, stolen, applied and or disposed as aforesaid, with other material of equivalent quality and quantity to the satisfaction of the Engineer-in- Charge.
		xvii.	GNFC shall be entitled at its sole discretion, either to require the Contractor to furnish an indemnity bond for the safe custody and accounting of all GNFC supplied materials, or to require the Contractor to take and keep in force at all times during the pendency of the Contractual work policy(ies) of insurance, at the Contractor's cost and expense, against the risks for fire, lightning and theft for the full value of the GNFC's supplied materials lying, stored and/or unutilised for the time being. Such policies should be in the joint names of GNFC and the Contractor with exclusive rights in GNFC to receive all monies due in respect of such policy(ies), and with GNFC having the right but no obligation to take out and/ or pay the premium for any such policy(ies), and recover the premium and any other costs and expenses in this behalf from the monies for the time being become due and payable to the Contractor, subject to applicable GST. PROVIDED that no such Indemnity Bond or policy(ies) of insurance, as aforesaid effected, shall anyway absolve the Contractor from his full liabilities hereunder, with the intent that the same shall be held merely by way of additional security and not by way of substitution of liability. Notwithstanding anything stated above, it shall be responsibility of the Contractor to

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			lodge with insurers and follow up claim(s), if any, under any policy(ies) of insurance aforesaid and nothing herein provided shall absolve Contractor from his full liabilities under provisions of this Clause and associated provisions hereof.
		xviii.	Ownership: Notwithstanding anything herein provided and notwithstanding the transference of all risks in respect of such materials to the Contractor, the ownership, in respect of all 'GNFC's supplied materials, shall at all times be and remain in GNFC.
		xix.	<p>Surpluses:</p> <p>(a) GNFC shall have the option to acquire on payment or credit to the Contractor of the price thereof as hereinafter determined, any and/or all surplus materials, including but not limited to scrap, wastages and unserviceable materials supplied and/or remaining in the hands of the Contractor upon completion of the work or upon the prior determination of the Contract for whatever reason, and the Contractor shall forthwith, upon being required to do so give GNFC the undisputed possession and custody of all such material noted for by GNFC and shall, at his own risks and costs, lift and transit the said material to GNFC's stores or as otherwise directed by the Engineer-in-Charge.</p> <p>(b) The price for such material shall be determined by the Engineer-in- Charge including applicable taxes, having due regard to the condition of the materials and the cost thereof as determined within the provisions of item (i) hereof above. In determining such price the Contractor shall not be entitled to any credit for transportation of the said materials to work-site as envisaged in item (iii) hereof above, or for return of said materials to GNFC's stores or other destination as herein provided. The price determined shall on no account be greater than the cost of the materials to GNFC as specified in item (i) hereof above. The price for surplus material as determined by the Engineer-in-Charge shall be final and binding upon the Contractor.</p>
		xx.	An inventory of all surplus material not opted for by GNFC shall be made by the Contractor and such material may be retained for use or disposal by the Contractor subject to the Contractor obtaining at his

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		risks and costs any and all such consents and approvals as may be required in this behalf under any law, rule or regulations having the force of law or any bond or undertaking or condition under which the same shall or may have been supplied to GNFC, subject to payment whatsoever as may or shall be liable to be paid on the sale of such material to the Contractor.
	xxi.	Breach: If the Contractor defaults in replacing any GNFC's supplied material for reasons of it being lost, damaged, deteriorated, misused, stolen, misapplied or for which Contractor is unable to account for or disposed of within the provisions of item(xvi) hereof above or shall fail to return to GNFC any surplus material within the provisions of item (xix) hereof the Contractor shall be liable to pay to GNFC such additional amount towards the difference between the market value of such material as determined by the Engineer-in-Charge and the Issuing Price, including applicable tax and decision of the Engineer-in-Charge as to such market value shall be final and binding upon the Contractor.
31.	<b>GOVERNMENT CONTROLLED MATERIALS:</b>	
	31.1.	The provisions of Clause 30.6 with regard to GNFC's supplied material shall also apply to all Government controlled materials or other materials in respect of which licenses/release orders/permits/ authorisations have been granted in the name of GNFC, and the Contractor shall be deemed to be acting on behalf of GNFC and as agent of GNFC in respect of deliveries taken by the Contractor against any, licenses, release order, permit, or authorisation issued in the name of GNFC for Government controlled materials. Without prejudice to the responsibility/ liability of the Contractor in respect thereof as set out in the various items, included within Clause 30.6 hereof, the ownership in such materials shall vest in GNFC from point of time when it would have ordinarily vested in GNFC on a direct delivery to GNFC.
32.	<b>POWER, WATER AND OTHER FACILITIES:</b>	
	32.1.	The Contractor shall be responsible to provide within the Scope of Work all facilities necessary for performance of the Scope of Work including but not limited to water, power, transportation, labour tools, construction and testing equipments and machinery and land at or about the land at or about the Job Site(s) for the Contractor's field offices, go-downs, work-shop and residential accommodation for Contractor's staff, quarry rights for raw material, borrow areas, access roads, and right(s) of way to or about the Job Site(s) and Contractor's offices, go-downs, workshops accommodation, quarries and/or borrow areas.
	32.2.	GNFC does not warrants or undertakes provisions of any facility aforesaid or otherwise whatever to the Contractor, or assistance in obtaining/procuring the same or other assistance whatever for or in the performance or testing of the Scope of

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		Work and the Contractor shall not imply by conduct, expression or assurance or by any other means any promise or obligation on the part of GNFC contrary to the provision hereof, and any such promise or obligation understood by the Contractor shall be not be binding upon GNFC.
	32.3.	Any assistance which GNFC renders to the Contractor in terms hereof or otherwise relative to the Scope of Work by provision of any facility, water, power, transportation, labour, tools, construction and/or testing equipments and machinery, provision of land for quarries or borrow areas or for Contractor's office, go-downs, workshop of accommodations or provision of rights of way, access road(s) and/or railway siding facilities, or otherwise howsoever in the performance or testing of the Work(s) shall be without any attendant obligation upon GNFC or liability on GNFC for any failure, omission, delay or refusal in providing or continuing to provide the same, and shall not, for any cause, afford a basis or defence to the Contractor for any breach by the Contractor of any of his obligations under the Contract, nor ground for extension of time for completion.
33.	<b>POWER SUPPLY:</b>	
	33.1.	Without prejudice to the provisions of Clause 32 hereof and following Clauses there under, as and when adequate GNFC's supply of power becomes available for the site, GNFC may at its discretion provide supply of power to the Contractor for the Scope of Work from the nearest available point/sub-station, from which source the Contractor shall at his own cost and initiative make arrangement for temporary distribution of power to Contractor's work(s) at the site. The Contractor shall as far as possible lay underground cables, the route of which shall be approved by the Engineer-in-Charge.
	33.2.	All arrangements for the distribution of power from source aforesaid and the work relative thereof shall be made/performed/installed in conformity with Indian Electricity Regulations, and shall be subject to prior approval by the Site Engineer. The Contractor shall employ licensed electricians to install and maintain its electrical works at Job Site.
	33.3.	The Contractor shall, at his own costs and initiative on completion or prior determination of the Scope of Work or otherwise during execution of the Scope of Work, if required by the Site Engineer because of hindrance caused thereby or for any other cause forthwith remove or re-route the distribution lines/installations/works or part(s) thereof, as the case may be, required to be removed/re-routed.
	33.4.	GNFC shall raise bill of supply/invoice/any other applicable document as per GST Law upon the Contractor for the power consumed by the Contractor from 'GNFC's source(s) of supply at the rates prescribed by GNFC in this behalf in special conditions of Contract along with additional taxes, as applicable. The invoice so raised shall become immediately payable. The Contractor shall clear such amounts

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		and make such payments by way of wire transfer (RTGS/NEFT, internet banking, etc.) or by way of DD in favour of Gujrat Narmada Valley Fertilizers & Chemicals Ltd.
33.5.		The Contractor shall provide at his own cost suitable electric meters approved by the Site Engineer for measurements of the power units consumed by the Contractor for determination of the payment due thereon to GNFC. Such power meters shall be under the custody and control of GNFC.
33.6.		In the event of failure or defect of meter(s) power charges shall be calculated on the consumption determined by the Engineer-in-Charge, whose decision shall be final both as regarded the existence of a defect or failure and as regards the power consumed.
33.7.		GNFC may at any time without notice or specifying any cause, suspend or discontinue power supply as aforesaid to the Contractor, and such suspension or discontinuance shall not entitle the Contractor any compensation or damages or constitute basis for extension of time for completion.
33.8.		Power supplied by GNFC to the Contractor shall be entirely at the risk of Contractor as to the continuity and regularity of supply, maintenance of voltage and adequacy of load without any warranty by or liability to GNFC in respect thereof and without entitlement to the Contractor on grounds of discontinuance, fluctuation of voltage or inadequacy of load or and other cause whatsoever to claim from GNFC in respect thereof or consequences thereof.

34.	<b>WATER SUPPLY</b>	
34.1.		Without prejudice to the provisions of Clause 32 hereof and the following Clauses there under, in the event of GNFC having adequate source of water supply at the site available for distribution, GNFC may at its discretion provide water to the Contractor for the Scope of Work from the 'GNFC's source of supply upon the Contractor at his own cost and initiative providing suitable pumping installations and pipe net Scope of Work for the conduct of water to and distribution at the Contractor's place of work.
34.2.		Such installation, pipes and other equipment shall be installed by the Contractor only with the prior approval of Site Engineer so as not to interfere with the lay-out and progress of other construction work at site and access to or about the Job Site.
34.3.		The Contractor shall forthwith on completion of the Scope of Work or on earlier determination of the Contract or during the execution of the Scope of Work(s), if so required by the Site Engineer on ground of hindrance or obstruction caused thereby or other cause whatsoever at its own cost and initiative, remove or re-route, as the case may be, any installation, pipes and/or other equipment or any part or portion thereof installed or erected by the Contractor for the conduction and/or distribution

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		of water, and fill any trenches, ditches or other excavations done by the Contractor for the purpose thereof and restore the site to the same condition, in which it was prior to the installation.
34.4.		'GNFC shall raise bill of supply/invoice/any other applicable document as per GST Law upon the Contractor for the water consumed by the Contractor from GNFC's source(s) of supply at the rates prescribed by GNFC in this behalf in special conditions of Contract along with additional taxes, as applicable. The invoice so raised shall become immediately payable. The Contractor shall clear such amounts and make such payments by way of wire transfer (RTGS/NEFT, internet banking, etc.) or by way of DD in favour of Gujrat Narmada Valley Fertilizers & Chemicals Ltd.
34.5.		GNFC may without notice or specifying any cause suspend or discontinue water supply to the Contractor and such suspension or discontinuation shall not entitle the Contractor to any compensation or damages or constitute a basis for extension of the time for completion.
34.6.		Water supplied by GNFC to Contractor shall be entirely at the risk of Contractor as to the continuity & regularity of supply & maintenance and adequacy of pressure without any warranty by or liability to GNFC in respect thereof and without entitlement to Contractor on grounds of discontinuance, irregularity, drop or rise in pressure or other cause whatsoever to claim from GNFC in respect thereof or the consequences thereof.

35.	<b>LAND</b>	
35.1.		Without prejudice to the provision of Clause 32 hereof and following Clauses there under, GNFC may at its discretion and convenience, if it has sufficient available land at its disposal, provide land to the Contractor near or about the Job Site, for construction of the Contractor's field office(s), go-downs, workshops, assembly yard and residential accommodation required for or in connection with the execution of the Scope of Work(s).
35.2.		The Contractor shall at his own cost and initiative construct temporary buildings or other accommodation necessary for the purpose and make suitable arrangements for water and power supply thereto and for provision of sanitary, drainage and dewatering arrangements thereof in accordance with plans / designs / layout previously approved by the Site Engineer in this behalf.
35.3.		Any land provided by GNFC to the Contractor within the provision hereof shall be strictly on a license basis, and shall not create any right, title of interest whatsoever in the Contractor therein or in respect thereof.

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| 35.4.  | GNFC shall raise invoice upon the Contractor for the license fee per month at the rates determined by the Engineer-in-Charge or part thereof for any land made available to the Contractor within the provision hereof, in this behalf in special conditions of Contract along with additional taxes, as applicable. The invoice so raised shall become immediately payable. The Contractor shall clear such amounts and make such payments by way of wire transfer (RTGS/NEFT, internet banking, etc.) or by way of DD in favour of Gujrat Narmada Valley Fertilizers & Chemicals Ltd. |
| 35.5.  | Notwithstanding anything herein provided, GNFC reserves the right at any time during the pendency of the work to ask the Contractor to vacate the land or any part thereof by giving a 7 (seven) days' written notice to the Contractor in this behalf.   |
| 35.6.  | Forthwith upon expiry of such notice or on completion of the Scope of Work or earlier determination of the Contract, the Contractor shall remove all constructions, Works, piping and other installation whatsoever not forming part of the Contractual Works, put up or erected by the Contractor upon the land, and shall have the land cleared, levelled and dressed to the satisfaction to the Engineer-in-Charge.  |
| 35.7.  | The Contractor shall not be entitled upon any vacation or notice within the provision of Clause 35.5 hereof to claim any resultant compensation or damage from GNFC, nor shall such notice or vacation constitute a ground or basis for any extension of time for completion.   |
| 35.8.  | Likewise GNFC may at its discretion and convenience upon such terms and conditions as GNFC may prescribe in this behalf, arrange or allocate or provide to the Contractor borrow area(s) or quarry or mining rights and / or any right(s) of way or other access to or about the Job Site, and unless specifically excluded, the provision of Clause 30.3 hereof above, shall apply in respect of any borrow are a quarry, mining right and / or right of way or other access allocated, arranged, provided or permitted by GNFC to the Contractor.                                     |
| 35.9.  | GNFC shall be entitled, at any time without notice to the Contractor, to suspend or withdraw use by the Contractor of any such area, right or access as aforesaid, and no suspension or withdrawal of such facility, or disruption or inadequacy thereof by virtue of flood, disrepair or other cause whatsoever shall form the basis of any claim by the Contractor for compensation or damages or ground for extension in time for completion.  |
| 35.10. | Notwithstanding anything herein provided, the provisions of Clause 70 hereof and related Clauses applicable consequent upon termination of Contract, shall apply to any breach by the Contractor of his obligations within the provision of Clauses 33.3, 34.3 and 35.6 hereof as to a breach of Clause 69 hereof.  |

#### ACCESS TO SITE:

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36.	36.1.	The Contractor shall construct if necessary at his own cost and initiative, temporary access road to the site from the main public feeder road(s) and from borrow areas and mines and quarries, and shall so align such roads or ways so as not to interfere with the construction at the site of hamper construction of permanent road of GNFC.
	36.2.	The Contractor shall, if so required in or relative to the performance of any other work at the site or construction of permanent roads, suspend, discontinue use of and/ or route any access road constructed by it. No suspension, discontinuance or re- routing as aforesaid shall form the basis of any claim by the Contractor against GNFC for compensation or damages or ground for extension in time for completion.
37.	<b>LABOUR, MACHINERY &amp; EQUIPMENT:</b>	
	37.1.	If during the execution of the Scope of Works, GNFC shall for any cause find it necessary to do so, GNFC may at its sole discretion and convenience provide labour, machinery and/ or equipment to the Contractor for the performance of the Scope of Work and/or testing of the Scope of Works. The terms and conditions for provision and/or hiring of such labour, equipment, machinery shall, in addition to any other conditions relative thereto as may be specified by GNFC, unless expressly excluded, be deemed to include the following:
	i.	Charges: The labour, equipment and/or machinery shall be supplied at rate (s) in this behalf prescribed by GNFC from time to time.
	ii.	Recoveries: GNFC shall raise invoice upon the Contractor in respect of labour, equipment and/or machinery procured or supplied by GNFC at the rates prescribed by GNFC in this behalf in special conditions of Contract along with additional taxes, as applicable. The invoice so raised shall become immediately payable. The Contractor shall clear such amounts and make such payments by way of wire transfer (RTGS/NEFT, internet banking, etc.) or by way of DD in favour of Gujrat Narmada Valley Fertilizers & Chemicals Ltd.
	iii.	General: Any labour, equipment, and/or machinery supplied or procured by GNFC shall be utilised by the Contractor only for use in the Work as per the Scope of Work.
	iv.	The Contractor shall be responsible to ensure utilisation of the equipment and/or machinery only within the capacity of such equipment and / or machinery to ensure the proper utilisation thereof in all respects without any manner of abuse excess. The Contractor shall follow and obey all instructions or directions as shall or may be given by the Site Engineer in respect to the use of equipment and/or machinery and shall maintain and repair the same at his own costs and expense. If so required by the Contractor, the Site Engineer may provide at such cost which is determined by the Engineer-in-Charge, labour for the operation, maintenance and

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			repair of the equipment/ machinery and/or provide all the inputs necessary for the operation repair and maintenance thereof, including spare parts, fuel and lubricants. The Contractor shall keep GNFC indemnified from and against all losses, damages and/or costs, charges and expenses resultant from any breach or failure to observe the provisions hereof.
		v.	The Contractor shall ensure the safe-keeping and custody of the equipment and machinery at the site and shall be exclusively responsible and accountable for any loss, damage, theft or misuse thereof. The Contractor shall make proper arrangement for the storage and watch and ward for the safe-keeping and custody of the equipment and machinery and shall keep GNFC indemnified from and against the same.
		vi.	The Contractor shall ensure return of the equipment/machinery to GNFC upon the completion of the Works or earlier determination of the Contract or as and when called upon by GNFC to return the same during the execution of the Scope of Work, in the same condition in which the equipment/machinery was at the time of bringing the same to Job Site or delivery to the Contractor, as the case may be.
		vii.	GNFC shall be entitled at its discretion at any time during the execution of the Scope of Work without notice to the Contractor, to suspend or withdraw use by the Contractor of any labour, equipment or machinery supplied or procured by GNFC, and no such suspension or withdrawal shall form the basis of any claim by the Contractor against GNFC for compensation or damages or otherwise, or constitute a ground for extension of time for completion.
		viii.	GNFC in its sole discretion may require the Contractor to furnish an undertaking cum indemnity bond, before issuing any equipment or machinery to the Contractor. The Contractor further agrees, in an event of damage to the said issued equipment or machinery, GNFC shall be entitled to recover such amounts as may be incurred in the repair of such equipment or machinery along with applicable taxes. The Contractor further agrees that in an event the damage to the equipment or machinery cannot be repaired, the Contractor shall be liable to pay to GNFC such amount as was incurred by it for the procurement of such equipment or machinery or as may be incurred by GNFC in the procurement of fresh equipment or machinery, whichever is higher, along with applicable compliance cost including but not limited to reversal of input tax credit, applicable interests and/or penalties.

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**SECTION - VII**  
**PERFORMANCE OF WORKS**

**38. GENERAL**

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| 38.1. | All works shall be performed and executed by the Contractor in strict conformity with the Scope of Work, Tender Notice, Tender Documents, Specifications, Plans and Drawings, designs and other Contract documents applicable to the specific work(s) and any relative instructions as may be issued to the Contractor by the Engineer-in-Charge or Site Engineer from time to time.  |
| 38.2. | The Engineer-in-Charge and Site Engineer shall be entitled from time to time or at any time at their discretion to issue written Orders or Instruction to the Contractor with regard to the performance and/or execution of the Scope of Work by the Contractor otherwise relative to any matter touching or affecting the Contract or arising there from, and to revise or revoke any orders or instructions previously issued, and the Contractor shall, subject of the following Clause, obey and/or abide thereby.  |
| 38.3. | Without prejudice to the provision of Clause 38.2 hereof and associated Clauses thereto, should the Contractor require any clarification in respect of any orders or instructions issued by Engineer-in-Charge, or should there appear to the Contractor to be any contradiction between any orders or instructions issued by the Engineer-in- Charge and/or between any order(s) and the Contract document or any of them, the Contractor shall refer the matter immediately in writing to Engineer-in-Charge for his decision before proceeding further with the Scope of Work, and the decision of the Engineer-in- Charge on any such matters shall be final and binding upon the Contractor who shall perform the Scope of Work accordingly without entitlement to any claim against or compensation from GNFC resultant upon such order, instruction or decision. |
| 38.4. | The Contractor shall within (10) days of receipt of notification of Acceptance of Tender, for each Job Site at which the Contractor shall be awarded any work under the Contract, assign and communicate to GNFC in writing the name of such engineer(s) or other personnel responsible for the Job Site on behalf of the Contractor. The said Engineer or other personnel of Contractor shall be the representative of the Contractor at the Job Site and the single point of contact for GNFC regarding: (i) all actions, transactions and dealings on behalf of the Contractor; (ii) labour, materials, equipments and/or machinery procured or supplied by GNFC; and (iii) all Plans and Drawings, designs, , Orders and Instructions, other documents and communications with regard to the Job Site may   |

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		be given. The Contractor agrees and acknowledges that all transactions and dealings had with the said Engineer(s) or other personnel shall be deemed to have been had with the Contractor, and any and all Plans and Drawings, designs, Orders and instructions, documents or communications and/or labour, material, equipment or machinery delivered to the said Engineer(s) or other personnel shall be deemed to have been delivered to the Contractor.
38.5.		The Contractor shall also provide and maintain, at or about each Job Site, an office for the working accommodation of the Contractor's engineer and staff. Such office shall remain open and attended at all business hours during which work is being performed at the Job Site, for the receipt of instructions, notices, and other communications.
38.6.		Whenever any Scope of Work is contingent or dependent upon the performance of any Scope of Work by the Contractor or is being done in association, collaboration or in proximity with any other contractors, the Contractor shall co-operate with GNFC and other Contractors engaged at the site, provide access to the Works and supply, at the cost, determined by the Engineer-in-Charge, whose decision shall be final in this respect, power and water for the performance of the Scope of Work entrusted to them and/or for the carriage and storage of materials by them, . The Contractor shall co- operate with GNFC or other contractor(s)/ agency(ies) involved in such Scope of Work to ensure the harmonious working between the Contractor and GNFC/Contractor(s) / agency(ies) involved, and shall comply with any instructions issued by the Engineer- in-Charge for the purpose.
38.7.		GNFC shall be entitled at its discretion, to appoint one or more Engineers and/or other personnel at or about each Job Site on behalf of GNFC to do such acts, deeds, matters and things as may be necessary at the sole discretion of GNFC to safeguard 'it's interest including but not limited to,, supervision and testing of the Works being conducted by Contractor at Job Site and for rendering of such assistance to the Contractor relative thereto as GNFC or such Engineer(s) or personnel shall or may deem fit. The Contractor agrees and understand that the presence of any Engineer(s) or personnel of GNFC at or about each Job Site or any supervision, inspection or test performed or conducted by any such Engineer(s) or personnel of GNFC in respect of any Works or any other assistance rendered by such Engineer(s) and or personnel to the Contractor relative thereto, shall be without any attendant obligation or liability of GNFC vis-a-vis the Contractor, nor shall the same relieve the Contractor of his full responsibility in respect of the Scope of Work under the Contract or bind GNFC to accept as satisfactory or complete and/or in accordance with Contract, any Scope of Work performed by Contractor which has/have been supervised, inspected, tested or assisted by said Engineer(s) and/or personnel of GNFC.

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	38.8.	If the Contractor's Scope of Work or any part thereof shall be consequent or resultant upon any works performed by any other person or shall be in continuance thereof to otherwise based or founded therein, the Contractor shall before commencing with its/his Scope of Work, bring to the notice of the Engineer-in-Charge and the Site Engineer in writing any defects existing in said prior works.
	38.9.	In an event of conflict of opinion or contradiction between the opinion of the Engineer-in-Charge and Site Engineer arise, the opinions of the Engineer-in-Charge shall prevail.
39.	<b>THE JOB SITE:</b>	
	39.1.	GNFC shall furnish the Job Site to the Contractor with only a level bench mark. The Contractor shall at his own cost and initiative, set out the Works to the satisfaction of the Site Engineer, but the Contractor shall be solely responsible for the accuracy of such setting-up notwithstanding satisfaction as aforesaid of the Site Engineer or any other assistance rendered by the Site Engineer for the purpose.
	39.2.	The Contractor shall provide, fix and be responsible for the maintenance of all stakes, templates level marks, profiles and the like and shall take all precautions necessary to prevent their removal or disturbance, and shall be responsible for the consequence of such removal or disturbance, and for their efficient and timely re-instatement. The Contractor shall also be responsible for the maintenance of all survey marks, boundary marks, distance marks, and centre line marks whether existing or supplied/fixed by the Contractor.
	39.3.	Before commencing the Scope of Work the Contractor shall at his own cost and initiative provide all necessary reference and level posts, pegs, bamboos, flags, ranging rods, strings and other materials for proper layout of the Scope of Work in accordance with the scheme for bench marks acceptable to the Site Engineer. The centre, longitudinal or face line and cross line shall be marked by means of small masonry pillars. Each pillar shall have a distinct mark at the centre to enable theodolite to be set over it. No part of Scope of Work shall be started until all these points are approved by the Site Engineer in writing, but such approval shall not relieve the Contractor of any of his responsibilities in respect of the adequacy or accuracy thereof. The Contractor shall also provide all labour, material and other facilities necessary for the prior checking of layout and inspection of the points during construction.
	39.4.	Pillars bearing geodetic marks located at the sites of units of Works under construction should be protected and fenced by the Contractor.
	39.5.	On completion of Works, the Contractor must submit to the Engineer-in-Charge the geodetic documents according to which the Scope of Work was carried out.
	39.6.	The Contractor shall be exclusively responsible for the provision and maintenance of horizontal and vertical alignments and levels and for the correctness of every part

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of the work in accordance therewith and shall at his own cost rectify any errors or imperfections therein.

#### 40. CONDITIONS FOR WORK

40.1. Work shall be carried on for a minimum of 48 (forty eight) hours in a week and 8(eight) hours on any working day. If necessary, Contractor shall work overtime or in two or more shifts in a day, however, the prior permission for working overtime or in shifts shall be obtained by him from Engineer-in-Charge. The Contractor shall not be entitled to any extra compensation or remuneration for overtime or double or triple shift working nor shall GNFC be any wise responsible for any idle time payments to the Contractor's staff or for labour, equipment or machinery, howsoever occasioned.

40.2. Should it be necessary to work on Sundays and holidays, the Contractor shall communicate and seek prior permission from GNFC, at least 2 (two) days in advance thereof, in order to enable representation of GNFC at the concerned Job Site(s) of such working.

40.3. The execution of the Scope of Work shall entail working in the monsoon also insofar as necessary and the Contractor shall maintain at each Job Site at all times. The Contractor shall during the monsoons, arrange at its sole cost and expenses such material, labour, equipment and machinery as may be required for the performance of the Scope of Work during the monsoon, and shall plan well in advance for the collection of materials and equipment and the erection of such tarpaulins, sheds, wind breakers and/or other protection as shall or may be necessary for the performance of the Scope of Work during the monsoon, so that the monsoon shall not hamper working.

40.4. The Contractor shall also arrange and bring to each Job Site such special equipment and machinery as may be necessary to enable performance of the Scope of Work during the monsoon and shall at his own cost and initiative arrange for dewatering the Job Sites so as to keep the construction site and areas to be worked upon, free of water.

40.5. The Contractor shall take all the preventive and precautionary measures for uninterrupted execution of performance of the Scope of Work in all weather conditions, including but not limited to making such arrangements for storage of material, equipments and machinery, availability of labour, etc., at its sole costs and expenses.

40.6. The Contractor shall not be entitled to any extra compensation or remuneration for or relation to any work included in the Scope of Work during the monsoon or any other weather conditions, or for or relative to any special arrangements to be made

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and/or equipments or machinery to be brought to the Job Sites to enable such workings.

#### 41. TIME FOR COMPLETION

41.1. The Contractor shall complete in all respects in accordance with the Contract the entire Scope of Work at each Job Site within the time specified in this behalf in the time schedule in the Tender Documents.

41.2. Within 7(seven) days from the date of receipt of notification of Acceptance of Tender the Contractor shall submit to GNFC for approval in respect of each Job Site or groups of Scope of Work if so required, a detailed proposed progress schedule in graphical or other suitable form, *inter alia* giving dates of starting and finishing of various operations and Works relative to the Scope of Work, providing sufficient margin to cover for the contingencies and for final testing and consequential reparation etc. if any required. The Site Engineer and the Contractor shall thereafter within 7(seven) days settle the proposed progress schedule so settled shall be the approved "Progress Schedule" and shall form part of the Contract with attendant obligation involved on or before the date (s) mentioned in the Progress Schedule to conclude the said Scope of Work/ operation(s) or before date in this behalf in the approved Progress Schedule, and default by Contractor to commence or complete within prescribed date(s) any Scope of Work or operations shall be deemed to be a breach by the Contractor to which the provision of Clause 64 hereof to termination of Contract shall be applicable, but without prejudice to any other rights or remedies GNFC may have in this behalf.

41.3. Any reference in the Contract documents to the "Approved Progress Schedule "or to the "Progress Schedule "shall mean the "Approved Progress Schedule "specified in Clause 41.2 above or the "Progress Schedule" prepared and issued by the Engineer-in-Charge as specified in Clause 41.2above, whichever shall be in existence.

41.4. Within 7(seven) days of the occurrence of any act, event or omission which, in the opinion of the Contractor, is likely to lead to delay in the commencement or completion of any particular work included in the Scope of Work or operation(s) or the entire Scope of Work at any Job Site(s), and is as such would entitle the Contractor for an extension of the time specified in this behalf in the Progress Schedule(s), the Contractor shall inform the Site Engineer and the Engineer-in-Charge in writing of the occurrence of the act, event or omission and the date of commencement of such occurrence. Thereafter, if even upon the cessation of such act or event or the fulfilment of the omission, the Contractor is of opinion that an extension of the time specified in the Progress Schedule relative to any particular operation(s) or item(s) of Scope of Work or the entire Scope of Work at any Job Site

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(s) is necessary the Contractor shall within 7(seven) days after the cessation or fulfilment as aforesaid make a written request to the Engineer-in-Charge for extension of the relative time specified in the Progress Schedule, and the Engineer-in-Charge may at any time prior to completion of the Scope of Work extend the relative of completion in the Progress Schedule for such period(s) as he considers necessary, if he is of opinion that such act/event/omission constitutes a ground for extension of time in terms of Contract and that such act/event/omission has in fact resulted in insurmountable delay to the Contractor. The opinion/decision of the Engineer-in-Charge in this behalf and so the extension necessary shall, subject to the provisions of Clause 41.5 hereof, be final and binding upon the Contractor.

41.5. Notwithstanding the provision of Clause 41.4 hereof, GNFC may at any time of its own initiative or at the request of the Contractor, if satisfied of the existence of any ground(s) justifying the delay/extension, extend the date for completion of the Scope of Work or any item or operation thereof for such period(s) as GNFC may consider necessary, and the decision of GNFC on any request made by the Contractor as to the existence or otherwise of any grounds justifying the extension and as to the period(s) of extension necessary shall be final and binding upon the Contractor.

41.6. Subject as elsewhere herein or in the Contract documents expressly provided only the existence of Force Majeure shall afford the Contractor a ground for extension of time for completion of Scope of Work or any part of the Scope of Work or any operation(s) involved therein, and specifically without prejudice to the generality foregoing, inclement or unforeseen whether strike, shut- down, third party breach, delay in payment or commercial hardship shall not afford Contractor a ground for extension of time or relieve Contractor of his full obligations under the Contract, nor will any shut-down or idle time charges by payable by GNFC to Contractor for any delay in commencement, progress or completion of Scope of Work due to any reason whatsoever, include due to the existence of force majeure circumstances.

41.7. Upon an extension of the time of completion of the Scope of Work or any part of the Scope of Work or any operation(s) involved therein, the extended date/time of completion shall be deemed to be the relative date of completion in the progress schedule.

41.8. No assurance, representation, promise or other statement by any personnel, Engineer or representative of GNFC in relation to extension of time for commencement or completion of any Scope of Work or operation thereof or/ of the entire Works under the Contract shall be binding upon GNFC or shall constitute an extension of time for commencement or completion of the entire Scope of Work or any part or operation thereof within the provision of Clause 41.2 or Clause 41.5 hereof unless the same be communicated to Contractor in writing by the Engineer-

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in-Charge under Clause 41.2 or by GNFC under Clause 41.5 and the writing specifically states to embody an extension of time within the provision of Clause 41.2 or 41.5 as the case may be. Without prejudice to the foregoing, the mere agreement or any site representative of GNFC at variance with the Progress Schedule, or approved Progress Schedule, as the case may be, referred to in Clause 41.2 and/or 41.3 or containing an extended time of commencement or completion in respect of the entire Scope of Work or any part or operation thereof shall not anyway constitute an extension of time in the terms of the Contract so as to bind GNFC or relieve the Contractor of all or any of his liabilities under the Contract, nor shall constitute a promise on behalf of GNFC or a waiver by GNFC of any of its rights in terms of the Contract relative to the performance of the Contract within the time specified or otherwise but shall be deemed only (at the most) as a guidance to Contractor for better organising his Scope of Work on a recognition that Contractor has failed to organise his Scope of Work and/or perform the same within time specified in the Progress Schedule established within the provision of Clause 41.2 or 41.3 hereof, as the case may be.

#### 42. LIQUIDATED DAMAGES

42.1. If there is any delay in the final completion of the Scope of Work at any Job Site or specific Works in respect of which a separate Progress Schedule has been established beyond the date for final completion of the Scope of Work or Works aforesaid at the Job Site as stipulated in the Progress Schedule, without prejudice to any other right of GNFC in this behalf, GNFC shall be entitled to liquidated damages along with applicable tax, for delay at 1% (one percent) of the Total Contract Value including applicable taxes, for each week that the Scope of Work remains incomplete beyond scheduled date of final completion of the Scope of Work or Works, as the case may be, at the Job Site, subject to a maximum of 10% (ten percent) of the Total Contract Value. GNFC shall raise an invoice/credit note/ etc. as per applicable laws, upon the Contractor seeking such liquidated damages.

42.2. Nothing in abovesaid clause shall prevent GNFC from exercising its right of termination of Contract under Clause 64 hereof and associated Clause thereunder and GNFC shall be entitled, in the event of exercising its said right of termination after the date of final completion of the Scope of Work as stipulated in the Progress Schedule, to liquidated damages as aforesaid for the intervening period in addition to any other amount as may be due consequence to a termination under Clause 64 hereof and associated Clauses there under.

#### 43. REPORT AND RECORDS

43.1. The Contractor shall from time to time maintain at each Job Site (in addition to any records or registers required to be maintained by the Contractor under any law, rule or regulation having the force of law) such records and registers as the Engineer-in-

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		Charge or Site Engineer shall or may require the Contractor to keep and/or maintain from time to time.
	43.2.	In addition to any other records or registers to be maintained by the Contractor from time to time and/or reports required to be furnished by the Contractor, the Contractor shall daily or otherwise as may be prescribed by the Engineer-in-charge or Site Engineer, submit to the Site Engineer a Progress Report of all the work done and/or progress achieved by the Contractor at each Job Site within preceding day or the period of last report as the case may be.
	43.3.	The receipt and/or acceptance of any such report by the Site Engineer shall be without prejudice to the full rights and remedies of GNFC and obligations/liabilities of Contractor under the Contract, and shall not anyway operate as an estoppel against GNFC by reason only of the fact that no notice or objection was taken of any information contained in any such report; nor shall any statement in any such report be deemed to be correct merely by virtue of the existence of such statement and it being uncontroverted by GNFC.
	43.4.	The Contractor shall maintain at each Job Site a Work Order book in which all orders and instructions shall be entered. These will be signed by the Contractor or his Engineer or agent by way of acknowledgments within 12(twelve) hours of delivery of the Order or Instruction failing which the same will be deemed to be accepted by the Contractor.

#### 44. EXECUTION OF THE SCOPE OF WORK:

44.1.	The Contractor shall provide and engage sufficient labour, staff (qualified and unqualified), machinery, tools and equipment, material and things, whatsoever necessary, for the proper performance of the Scope of Work and to ensure the rate of progress as envisaged in the Progress Schedule.
44.2.	If in the opinion of the Engineer-in-Charge or Site Engineer (the opinion of either of whom in this behalf shall be final) the Scope of Work - operation(s) at any Job Site or as a whole is / are not meeting the progress necessary to achieve the relative date of completion in the Progress Schedule, the Engineer-in-Charge or Site Engineer may instruct the Contractor to employ/provide additional labour, staff, machinery, tools, equipments or material necessary to achieve the required progress and Contractor shall forthwith comply with such instructions.
44.3.	Should Contractor fail to comply with such instruction(s) or fails to comply therewith to satisfaction of the Engineer-in-Charge or Site Engineer (the opinion of either of whom in this behalf shall be final and binding upon the Contractor) the Engineer-in- Charge or Site Engineer may, at his discretion at the risk and cost of Contractor appoint, procure or provide the additional labour/ staff/machinery/tools/material etc. as the Engineer-in-Charge or Site Engineer (the decision of either of whom in this behalf shall be final and binding upon the

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Contractor) considers necessary to achieve the necessary progress in relation to any particular work/operation or the Scope of Work as a whole, or may appoint Sub Contractor(s) for the performance of any particular work or operation. In so doing, Engineer-in-Charge / Site Engineer shall be deemed to be acting for and on behalf of and as agent of the Contractor and all such appointments/ procurement/provision shall be deemed to have been made by the Contractor and shall be paid for by the Contractor. In addition to the order amounts payable to GNFC under Section VI hereof in respect of any labour/staff/machinery/ tools/material etc. as aforesaid procured or provided by GNFC, GNFC shall be entitled in this event to 10% (ten percent) as supervision Charges on the total amount due as computed under Section VI hereof along with applicable tax.

44.4. Should the Engineer-in-Charge or the Site Engineer at any stage (notwithstanding that the time for completion of the relative Scope of Work or item of Scope of Work as specified in the progress Schedule has not expired) be of opinion (the opinion of the Engineer-in- Charge/Site Engineer in this behalf being final) that the performance, of Scope of Work or item of Scope of Work by the Contractor is unsatisfactory (whether in the rate of progress, the manner, quality or workmanship of the performance, or in the adherence to specification, or in the omission, neglect or failure to do, perform, complete or finish Scope of Work or item, or for any other cause whatsoever) the Engineer-in-Charge/Site Engineer shall be entitled (without prejudice to any other rights of GNFC and/or obligations of the Contractor under Contract) at his discretion and at the risk and cost of the Contractor either to appoint, procure and/or provide such labour/staff/machinery/tools/materials, etc. as the Engineer-in-Charge/Site Engineer (the decision of either of whom shall be final and binding upon the Contractor) considers necessary to achieve satisfaction in relation to the particular work in Scope of Work, operation or item of Scope of Work, or the Scope of Work as a whole, as the case may be, or to appoint one or more Sub-Contractors for the satisfactory performance thereof or any part thereof or may undertake the performance thereof or ay part thereof departmentally, and the provisions of Clause 44.3 hereof shall mutandis apply to any action taken by the Engineer-in-Charge / Site Engineer pursuant to this Clause in the same manner as applicable to an action taken under the said Clause.

44.5. Any action taken by the Engineer-in-Charge or Site Engineer under Clause 44.3 and/or 44.4 shall be without prejudice to the all the rights and remedies as available to GNFC and the full liability of the Contractor under the Contract including but not limited to the GNFC's full rights under Clause 42.2 and associated Clauses there under, and under Clauses 71 and 72 hereof.

### SUB-CONTRACTS

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45.	45.1.	The Contractor shall not assign, sub-contract or sublet the whole or any part of the Scope of Work in any manner provided however that the Contractor may, with the prior written approval of Engineer-in-Charge, sub-contract any particular Scope of Work or part of the Scope of Work to a Sub-Contractor approved by the Engineer-in-Charge.
	45.2.	Each Sub-Contractor shall be covered by the Contract on the same basis as Contractor, provided, however, that notwithstanding approval of Sub-Contract as aforesaid and notwithstanding that GNFC/Engineer-in-Charge shall have received a copy of the Contract between Contractor and Sub-Contractor, the Contractor shall be & shall remain exclusively responsible to GNFC for due and proper performance of the Contract, and Sub-Contractor shall for all purposes vis-a-vis GNFC be deemed to be the servant/agent of Contractor, employed for performance of particular Scope of Work with full responsibility on Contractor for all acts, omissions and defaults of Sub-Contractor and any rights that GNFC may separately have or reserve against Sub-Contractor under Contract shall be without prejudice to the foregoing.
	45.3.	Subject as hereinabove in this behalf specifically permitted and provided, the Contractor shall not sub-Contract any Scope of Work under the Contract, and any sub- Contractor in breach hereof shall be deemed to be an assignment of the Contract or part or portion thereof, sub-Contracted as the case may be.
	45.4.	If any sub-Contractor engaged upon the Scope of Work at the site executed any work which in the opinion of the Engineer-in-Charge is not of requisite standard (the opinion of the Engineer-in-Charge being final in this behalf), the Engineer-in-Charge may by written notice to Contractor, require the Contractor to terminate such sub-Contract, and Contractor shall upon receipt of such notice terminate such sub-Contract at the risks and cost of Contractor, and shall keep GNFC indemnified against the consequences.
	45.5.	Notwithstanding such sub-Contractor being approved by Engineer-in-Charge as herein envisaged, the Contractor shall at the commencement of every month, furnish Engineer-in-Charge, a list of all Sub-Contractors engaged and working at Job Site during previous month, with particulars of general nature of works performed by them.
46.	<b>MISCONDUCT</b>	
	46.1.	If and whenever any of the Contractor's or Sub-Contractor's agents, sub agents, consultants or employees shall in the opinion of the Site Engineer (whose opinion in this behalf shall be final) be guilty of misconduct or be incompetent or indifferently qualified or negligent in the performance of their duties, or if in the opinion of Engineer-in-Charge (which shall be final) it is undesirable for any reason (which need not be disclosed to the Contractor) for such person(s) to be employed in the Scope of Works, the Contractor, if so directed by the Site Engineer, shall forthwith

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remove or cause to be removed such person(s) from employment thereon, and any persons so removed shall not be re-employed in the Scope of Work, except with the prior permission in writing of the Site Engineer, Should the Contractor be requested to repatriate any person removed from the performance of the Scope of Work, the Contractor shall do so forthwith at his own cost. Any person(s) so removed from the Scope of Work shall be immediately replaced at the expense of Contractor, by a qualified and competent substitute.

46.2. The Contractor shall keep GNFC indemnified from and against all person and third party claims whatsoever (inclusive of all costs incurred between attorney and client) arising out of any act, omission or intermission on part of any sub-Contractor or agent, sub-agent, consultant or employee of the Contractor, whether committed, omitted or arising within or without the Contract, sub-Contract, agency or employment, as the case may be.

### SECTION - VIII INSPECTIONS AND TESTING

#### 47. **INSPECTIONS AND TESTING OF MATERIALS:**

47.1. GNFC shall be entitled at all time at the risk of Contractor to inspect and/or test by itself or through an independent person(s) or agency(ies) appointed by it and / or direct the Contractor to inspect and/or test all material(s), items and components whatsoever supplied or proposed for supply for incorporation in the Works, inclusive, during the course of manufacture or fabrication by the Contractor and/or at the Contractor's Scope of Work or otherwise of such material, items or component. The inspection and/or test shall be conducted at the expense of the Contractor, and if conducted by the Contractor may be directed by GNFC to be conducted by agency(ies) nominated by GNFC and/or in the presence of a witness(es) or agency(ies) nominated by GNFC.

47.2. Where the manufacture / fabrication of any material, item or component intended for incorporation in the Works is being done by any person(s) other than the Contractor and/or in the premises / workshop (wherever situated) of any person other than the Contractor, the Contractor shall procure and arrange for the inspection and/or tests thereof with such other person(s) and shall provide GNFC and/or its agents every facility and assistance necessary for the inspection and/or tests.

47.3. Contractor shall also on receipt of intimation of any communication of any inspection or tests by GNFC or any agency(ies) nominated by GNFC in this behalf, present himself or his authorised representative at the place of inspection and/or

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		testing to receive any Orders or Instructions consequent there to as shall be necessary.
	47.4.	The Contractor shall furnish to the Site Engineer for approval when requested, or as required by the specifications or other Contract Documents, adequate samples of all materials and finishes intended for incorporation in the Works, such samples to be submitted before the Scope of Work is commenced permitting sufficient time for tests/examinations(s) thereof by GNFC. All materials furnished and finished incorporated in the Scope of Work shall conform to the approved sample(s) in all respects.
	47.5.	The Site Engineer shall be entitled to reject at any time defective material, item or component including any specially manufactured or fabricated items and components, supplied by Contractor for incorporation in the Works. Notwithstanding previous inspection and/or testing thereof by or on behalf of GNFC without rejection and notwithstanding previous approval thereof by or on behalf of GNFC, the decision of Site Engineer as to any defect as aforesaid being final and binding upon the Contractor. Upon such rejection, the Contractor shall either perform such work or improvement thereon or in respect thereof as shall be necessary to bring the material/item/component to the requisite standard, or shall if so required by Site Engineer, whose decision in this behalf shall be final, remove the rejected material/item/component from Job Site within the time specified by Site Engineer, whose decision shall be final, and replace it at its own cost and expense, without additional remuneration or compensation in respect thereof, with materials(s)/item(s)/component(s) approved by Site Engineer, & provisions of Clause 48.9 hereof shall apply to default by Contractor of the provisions of this Clause.
48.	<b>INSPECTION AND TESTING OF WORKS:</b>	
	48.1.	The Contractor shall at all times ensure highest standards of workmanship relative to the Works, to the satisfaction of the Site Engineer. The Site Engineer shall have power to inspect the Works in all respects at any and all times up to completion of Works, as also, to test or instruct the Contractor to test the Works or any structure, material or component thereof at the risks and cost of Contractor either by the Contractor or by any agency(ies) nominated by the Engineer-in-Charge or Site Engineer in this behalf.
	48.2.	The Contractor shall provide all facilities, instruments; material/labour and accommodation required for testing the Works including but not limited to checking the setting up of Works, and shall afford the Site Engineer all assistance necessary to conduct the tests.
	48.3.	Contractor shall also provide and keep at all time during the progress of the Scope of Work and maintenance period, proper means of access to the Works and every

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		part thereof by means of ladders, gangways etc., and the necessary attendance to move and set up the same as directed by Site Engineer for inspection or measurement of the Works.
48.4.		On no account shall the Contractor proceed with concreting or other work in foundations and superstructure by covering up or otherwise placing beyond reach of inspection or measurement of any Works, before necessary inspection entries are filled in Site Inspection Register by the Site Engineer or his authorised representative should the Contractor's risk and expense for carrying out the inspection and measurement.
48.5.		Should the Contractor fail to comply with any of the foregoing provisions relative to inspection and/or testing of the Works, the Site Engineer shall in his absolute discretion be entitled to remove/dismantle and/or uncover, as the case may be, at the risk and cost of Contractor for test and examination of any structure, material or component thereof installed, erected or put-up by the Contractor and to conduct or have conducted the test(s) and/or examination at the risk and cost of the Contractor in such event Contractor shall also bear the risks and costs of replacements, reinstallation or re-erection of concerned structure/material component, as the case may be.
48.6.		Notwithstanding anything provided in the afore-going Clauses thereof, the Contractor shall be and remain liable at his own cost and initiative to conduct all tests at all relevant times during supply, erection and installation of any Works, structure, material or component as shall be required in terms of Contract documents or by the Engineer-in-Charge or Site Engineer, such tests to be conducted through agency(ies) specified or approved by the Engineer-in-Charge or Site Engineer in this behalf.
48.7.		Should the Site Engineer on inspection or test be not satisfied with the quality of workmanship of any Works structure, material or component (decision of Site Engineer being final in this behalf), the Contractor shall re-perform, replace, reinstall and/or re- erect, as the case may be, such Works, structure, material or component, and no such rejected Works, structure, material or component shall be re-used with reference to the Works except with prior permission of Site Engineer, and the provision of Clauses 48.9 here of shall apply to default by the Contractor of the provisions of this Clause.
48.8.		Notwithstanding anything provided in foregoing Clauses hereof and notwithstanding that the Site Engineer and/or his representative has inspected, tested, and/or approved any particular Work, structure material or component, such inspection, test or approval shall not absolve Contractor of his full responsibility under the Contract, inclusive of and relative to specification fulfilments and performance guarantees, the said inspection, and test procedure

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		being intended basically for satisfaction of GNFC that prima facie the erection done and/or material and equipment supplied for incorporation in the Work is in order.
	48.9.	Should the Contractor fail to re-perform, replace, re-install and / or reject as the case may be, any Work structure, material or component rejected as found defective in terms of Clause 48.7 here of within such period as the Engineer-in-Charge may specify by written notice to the Contractor in this behalf, the Contractor shall be deemed to be in breach of Contract within the provisions of Clause 64 hereof with regard to termination of Contract and associated provisions hereunder and GNFC shall be entitled, without prejudice to any other right or remedy available to GNFC, upon expiry of period specified in the said notice to demolish and/or remove the rejected/ defective Work, structure, material or component and re-perform, replace re-install and/or re-erect the same by itself or through other agency, or Contractor at the risks and costs of the Contractor in all respects, and raise a penalty invoice, with applicable taxes, of the cost incurred by GNFC in this behalf together with a supervision charge 10% ( Ten percent ) there on admissible to GNFC and GNFC shall be entitled without prejudice to any other mode of recovery, to recover the same from the running Account/Final Bill (s) of the Contractor or any monies becoming due to the Contractor from time to time and the decision of the Engineer-in-charge as to the cost incurred by GNFC as aforesaid shall be final and binding upon the Contractor.
49.	<b>FINAL TEST &amp; POSSESSION OF WORKS:</b>	
	49.1.	As soon as the Works have been completed in all respect to the satisfaction of the Site Engineer, Final Test of the Works shall be undertaken by the Contractor at the risks and costs of the Contractor in the presence of the site Engineer or his authorised representative. GNFC may at its discretion permit Final Tests piecemeal in respect of particular part(s) or section(s) or groups(s) of the Works or in respect of particular Job Site (s) involved.
	49.2.	Upon satisfactory conclusion of the Final Test Certificate witnessed by the Contractor, which shall certify the date on which the Final Test in respect of the Works have been successfully completed and where Final Tests have been conducted in piecemeal shall certify the date on which the Final Tests in respect of the concerned parts(s)/ sections(s)/ groups(s) Job Site(s) have been successfully completed, and notwithstanding Final Tests having been conducted in respect of entire Works, GNFC may at its discretion issue a Final Test Certificate in respect of a particular part, section, group or Job Site.
	49.3.	As and from the date of successful completion of Final Tests as mentioned in the Final Tests Certificate, GNFC shall be deemed to have taken over the Work(s)/ part(s) / section(s) / group(s) in respect of which the Final Test Certificate has been issued.

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- 49.4. If during Final Tests or prior thereof any defect(s) in the design, insofar as the Work may involve any designing on part of the Contractor, or if any Work performed or structure or component installed/ erected or in any installation/erection or material incorporated in the Works is/are noticed, the Contractor shall forthwith remove and/or demolish the same and re-perform, replace re-install and re-erect the same and otherwise do and provide whatever is necessary to be done or provided to correct, repair, and/or rectify the defect(s), to the satisfaction of Site Engineer, and if the defect(s) be discovered during Final Tests, the Contractor shall thereafter repeat Final Tests or such of them as may be required to be repeated until successful conclusion of Final Tests as aforesaid without defect in respect of the entire Works.
- 49.5. Should the Contractor fail to correct, repair or rectify any defects as aforesaid the Provision of Clause 48.9 hereof shall mutates-mutandis apply as for defect under Clause 48.7
- 49.6. Notwithstanding anything provided in Clause 49.3 hereof, GNFC shall be entitled without prejudice to any other rights available to GNFC or liabilities of the Contractor under the foregoing provisions hereof or otherwise under the Contract, including the rights of GNFC under Clauses 42 hereof and associated Clauses there under and Clause 64 hereof and associated there under:
- (i) If by reason of any default on the part of the Contractor a Final Test certificate has not been issued in respect of the entire Works within 30 (thirty) days after the date fixed for completion of the entire Works at all Job Sites in the Progress Schedule(s), to take over and use any portion of Works in respect of which Final Test Certificate has not been issued, with or without affording the Contractor further opportunity for completing the Works for issue of the Final Test Certificate:
  - (ii) At any time during the progress of the Works, notwithstanding that the completion of the entire Works or concerned part, portion or section thereof according to the progress(es) shall not have expired, to take over and/or use for any purpose the incomplete or partially completed Scope of Work or any part or portion or section thereof, as the case may be, and give the Contractor an opportunity for completing the Scope of Work or relative part or portion or section thereof, as the case may be, within the time for completion permitted thereon under the Progress Schedule and if in the opinion of the Contractor, such taking over and/or use shall require an extension of time for completion, the provision of Clause 41.5 hereof any associated Clauses there under relating to extension of time shall apply Provided always that take over, possession or use of the Works or any part or portion or section

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thereof by GNFC within the provisions or item (i) and or item (ii) above shall not be deemed to be an acceptance of Works or relative part or portion or section thereof by GNFC or relieved the Contractor of his obligation in respect thereof under the Contract.

## 50. COMPLETION CERTIFICATE

- 50.1. Within 7 (seven) days of issue of Final Test Certificate in respect of the Works at any Job Site covered by the Contract the Contractor shall clear the Job Site of all scaffolding wiring, pipes, surplus materials, Contractor's labour, equipment and machinery. The Contractor shall demolish, dismantle and remove all Contractor's site offices and quarters and other temporary Works, structures and constructions and other items and things whatsoever brought upon or erected at the Job Site or on any land allotted to Contractor by GNFC and not incorporated in the permanent Works and shall remove all rubbish from the Job Site and the land allotted to Contractor and shall clear, level and dress the Job Sites and said land to the satisfaction of the Site Engineer, and shall put GNFC to undisputed custody and possession of the Job Site and all land allotted by GNFC to the Contractor, and unless the Contractor shall have fulfilled the provision of this Clause, the Works shall not be deemed to have been completed and failing compliance by the Contractor of the provisions of this Clause, the provisions of Clause 70 hereof relating to termination of Contract and associated provision hereunder shall apply.
- 50.2. Upon the satisfactory fulfilment by the Contractor of the provision of Clause 50.1 hereof, the Contractor shall be entitled to apply to the Engineer-in-Charge for a Completion Certificate in respect of the entire Scope of Work of the Works at any Job Site, as the case may be, upon submission of the following documents:
- (i) Technical Documents according to which the Scope of Work was carried out.
  - (ii) Complete set of working drawings showing therein correction and modification (if any) made during the course of execution of the Works, signed by the Engineer-in-Charge.
  - (iii) Certificates of final levels as set for various Works, signed by the Site Engineer.
  - (iv) Final Test Certificate.
  - (v) Certificate of Site Engineer of satisfactory fulfilment of the provisions of Clause 50.1 hereof.
  - (vi) List of GNFC supplied surplus material returned to GNFC's stores, signed

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		<p>by the Site Engineer.</p> <p>(vii) Materials-at-site accounting for GNFC supplied materials signed by the Site Engineer. Final Bill shall be made by the Contractor only after the site is made clear from all the materials and debris.</p> <p>(viii) List of scrap materials returned to Store, signed by the Site Engineer.</p> <p>(ix) Discharge Certificate in respect of GNFC supplied equipment and machinery signed by the Site Engineer.</p>
50.3.		If the Engineer-in-Charge is satisfied of the completion of the Scope of Work relative to which the Completion Certificate has been sought and of the completeness in all respect of the documents specified in Clause 50.2 hereof, the Engineer-in-Charge shall within 14 (fourteen) days of receipt of the request for Completion Certificate, issue a Completion Certificate in respect of the Works for which the Completion Certificate has been applied.
50.4.		The issue of a Completion Certificate shall be without prejudice to the GNFC's rights and Contractor's liabilities under the Contract, including the Contractor's liability for the defect liability period under Clause 50.6 hereof nor shall the issue of a Completion Certificates in respect of the Works or Works at any Job Site by constructed as a waiver of any right or claim of GNFC against the Contractor in respect of Scope of Work or the Works at the Job Site in respect of which the Completion Certificates has been issued.
50.5.		Up to and until issue of the Completion Certificate as provided for herein above in respect of the Scope of Work or the Works at any job site the relative Work(s) shall, be and remain at the risks of the Contractor in all respects, including (but not limited to) accident, fire, lightning, earthquake, flood, storm, tempest, riot, civil commotion and/or war.
50.6.		<p><b>DEFECT LIABILITY PERIOD AND LATENT DEFECTS:</b></p> <p>Defect Liability Period for Works unless otherwise specified shall be 12(twelve) months from the actual date of completion as per the Completion Certificate and the Contractor shall at his own cost and initiative, correct, repair and/or rectify any and all defect(s) and/or imperfections in the design of the Works, insofar as the Contractor shall be concerned with the design of the Works or any part thereof and/or in the Scope of Work performed and/or materials, components or other items incorporated therein as shall be discovered during the said defect liability period and in the event of the Contractor failing to do so the provisions of Clause 48.9 hereof shall apply.</p>
50.7.		<p><b>CONTRACTOR TO SEARCH:</b></p> <p>The Contractor shall, if required by the Engineer-in-Charge in writing, search for the cause of any defect imperfection or fault under the direction of the Engineer-in-</p>

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Charge. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the Contract the cost of the Scope of Work carried out by the Contractor in searching as aforesaid shall be borne by GNFC. But if such defect imperfection or default shall be one for which the Contractor is liable as aforesaid the cost of the Scope of Work carried out in searching as aforesaid shall be borne by the Contractor and he shall in such case repair, rectify and make good such defect imperfection or default at his own expense accordance with the provisions of Clause 50.6 hereof.

### SECTION - IX MEASUREMENT AND PAYMENTS

#### 51. FINAL MEASUREMENTS:

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| 51.1. | Within 15(fifteen) days from the date of Final Test Certificate in respect of the Works or a portion, section, group or Job Site, as the case may, the Contractor shall cause to be jointly taken with the Site Engineer the final measurement of the Job Site ("Final Measurement") as herein provided for the Works covered by the Final Test Certificate.  |
| 51.2. | If the Contractor fails to apply to the Engineer-in-Charge for Final Measurement within 15 (fifteen) days from the date of receipt of Final Test Certificate as specified in Clause 51.1 hereof, the Site Engineer may, of his own initiative notify the Contractor in writing of the date(s) for Final Measurements and the Contractor shall be bound to present himself for the Final Measurement of the date(s) so notified, failing which the provisions of Clause 52.4 hereof shall apply. |

#### 52. MODE OF MEASUREMENT:

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| 52.1. | All measurements shall be in metric system, and except where expressly indicated to the contrary in Schedule of Rates or other Contract Document. All measurements shall be taken in accordance with procedure set forth in Schedule of Rates, Specification & other Contract Documents, notwithstanding any provision(s) in the relative standard method or measurement or any other general or local custom, to the contrary.   |
| 52.2. | In the event of the mode of measurement being not provided for by Contract Documents in respect or any item of the Work, such item of Work shall be measured in accordance with the Indian Standard Specification No. 1200 (latest edition). In the event of such item not being covered by the said Indian Standard Specification, the same shall be measured in accordance with the method of measurement in this behalf determined by the Engineer-in-Charge, whose decision shall be final and binding upon the Contractor. |
| 52.3. | All measurement shall be taken jointly by the Site Engineer or his representative on the one hand and the Contractor or his representative on the other hand and the Contractor shall be bound to present himself or his authorised representative  |

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		whenever so required by the Site Engineer, and shall remain present throughout the time required for the joint measurements.
	52.4.	If the Contractor absents himself for any reason whatsoever on any date appointed for joint measurement, the joint measurements shall be taken by the Site Engineer in the absence of the Contractor and the measurement signed by the Site Engineer shall be final and binding upon the Contractor.
	52.5.	Measurement shall be signed and dated on each page by the Contractor/ Contractor's representative and Site Engineer/ Site Engineer's representative. If Contractor objects to any of the measurement recorded, including the mode of measurement, such objection shall be noted in measurement book against the item objected to and such note shall be signed by the Contractor/Contractor's representative and Site Engineer/ Site Engineer's representative. In the absence of any noted objection as aforesaid, the Contractor shall be deemed to have accepted the measurements as entered in the measurement book/sheets and shall be barred from raising any objection in respect of any measurement recorded in the measurement book.
	52.6.	All measurements relative to which any objections have been noted in the measurement book shall be submitted to Engineer-in-Charge for his decision, and the decision of Engineer-in-Charge relative thereto, whether on correct measurement to be adopted or mode of measurement to be adopted, shall be final and binding upon the Contractor.
	52.7.	The Contractor shall submit all the bills including the Final Bill or Running Account Bill, to GNFC within 02 months from the date of rendering the services/completion of work.
53.	<b>FINAL BILL:</b>	
	53.1.	On the basis of the Final Measurements entered in the measurements book/ Sheets (the measurement decided by the Engineer-in-Charge upon any objection and/or the mode of measurement decided by the Engineer-in-Charge, upon any objection being the measurement to be adopted in such event, the Contractor shall prepare a Final Bill in the prescribed form with reference to the total work covered by the Contract, such Bill to be drawn up by applying the applicable rates specified in the Schedule of Rates to the relative measured quantity(ies).
	53.2.	In the event of there being any difference or dispute between the Contractor and GNFC, as to the item(s) of the Schedule of Rates applicable to any particular supply, Scope of Work or operation, either the Contractor or any representative of GNFC shall apply to the Engineer-in-Charge for decision on the applicable item(s) in the Schedule of Rates and the decision of the Engineer-in-Charge on the applicable item(s) of the Schedule of Rates shall be Final and binding upon the Contractor and GNFC. If the Engineer-in-Charge shall be of the opinion, which opinion shall be final

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		and binding upon the Contractor, that the disputed supply work or operation is not covered by any item in the Schedule of Rates, then Engineer-in-charge shall determine the applicable rate(s) in respect thereof according to the provisions of Clause 22.3 hereof, and the rate(s) so determined by the Engineer-in-charge shall be final and binding upon the Contractor.
53.3.		If the Contractor has already prepared the Final Bill, the Contractor shall amend the Final Bill to apply the applicable item(s) of the Schedule of Rates and/or rate(s) as determined by the Engineer-in-Charge, and if the Contractor has not prepared the Final Bill, it shall prepare the Final Bill accordingly.
53.4.		The Final Bill shall in addition to the payment entitlements arrived at according to the provision of Clause 53.1 hereof and associated Clauses above, include therein all additional claims of a Contractor as provided for in Clause 60.4 hereof.
53.5.		<p>The Final bill shall be raised and submitted to GNFC for payment in triplicate (or in such other number of copies as GNFC may prescribe) accompanied by the following documents relating to the Works covered by the Final Bill:</p> <ul style="list-style-type: none"> <li>(i) Completion Certificate</li> <li>(ii) No objection Certificate from the Human Resource department for labour law compliances.</li> <li>(iii) No objection Certificate from the Security department for security compliances, returning of gate pass, etc.</li> <li>(iv) No Claim Certificate.</li> <li>(v) Copy of the receipt of the challans of GST already paid by the Contractor in furtherance to Contract along with a confirmation for all applicable GST compliances.</li> <li>(vi) Such other additional documents as required by GNFC in writing.</li> </ul>
53.6.		<p>After the receipt of the Final Bill, GNFC shall dispute in writing to the Contractor any discrepancy, if any, within 15 (fifteen ) days from the date of receipt of Final Bill by GNFC</p> <p style="text-align: center;">Such disputes, if any shall be amicably resolved between the Contractor and GNFC by way of mutual negotiations within 15 (fifteen) days from the date of raising of such dispute by GNFC.</p>
53.7.		All monies payable under the Contract shall become due and payable to the Contractor only after submission to GNFC of the Final Bill prepared in accordance

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		with the provisions of Clause 53 hereof and associated provisions hereunder accompanied by the Completion Certificate in respect of the Scope of Work.
	53.8.	Payment of the undisputed amount(s) due on Final Bill to the extent admitted by GNFC, shall be made within 45 (forty five) days from the date of receipt of the Final Bill along with all required documents by GNFC as per clause. 53.5.
	53.9.	All payment of undisputed amounts due to the Contractor on the Final Bill shall be subject to: <ul style="list-style-type: none"> <li>(i) Recoveries of the amount due and payable by the Contractor to GNFC, which has not been already paid;</li> <li>(ii) Deduction of tax deducted at source (TDS) as per applicable provisions of Income Tax Act, 1962 and other taxes and deductions as provided for under any law, rule of regulation having force of law for the time being applicable.</li> </ul>
	53.10.	In an event the first bill is also the Final Bill (hereinafter referred to as the "First and Final Bill"), all the clauses pertaining to the Final Bill shall correspondingly apply to the First and Final Bill.
	53.11.	On specific request of vendor, GNFC may consider at the discretion of GNFC management to pay early then due date as per contract terms subject to discount on such early payment by way of issuance of credit note with GST by vendor at the rate of 12% per annum. Such rate is subject to change from time to time as decided by management of GNFC. Such early payment discount/interest shall be understood as agreed between GNFC and vendor in terms of section 15(3)(b)(i) of CGST Act, 2017 and the input tax credit attributable towards such credit note shall be reversed by the GNFC in its GST returns. Consideration of vendor's request is at the discretion of GNFC management and this shall be agreed on case to case basis over the email or otherwise as per this contract or terms of purchase order (PO) clause.
54.	<b>TAXES</b>	
	54.1.	The Contractor agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes now or hereafter imposed, increased or modified, in force and hereafter imposed or modified from time to time in respect of Works and materials and all contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by a Central or State Governmental authority or any local body or any other authority which are imposed with respect to or covered by the wages or other compensations paid to persons employed by the Contractor. The Contractor shall be responsible for the compliance with all obligations and restriction imposed by the applicable labour laws or any other law affecting employer / employee relationship. The Contractor further agrees to comply and to secure the compliance of all Sub-Contractors with

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		all applicable central, state, municipal, local laws and regulations and requirements of any central, state or local governmental agency or authority.
54.2.	<b>Timely provision of invoices/Debit Note/Credit Note/Other applicable documents.</b>	
54.2.1.	The Contractor shall immediately provide tax invoice/ Debit Note/ Credit Note/ other applicable documents and necessary information including but not limited to GSTIN of the billing location and such other information as may be required to adhere to statutory compliances as applicable GST Law to enable GNFC to claim tax benefit within timeline and ensure that GNFC must be able to claim ITC [Input Tax Credit] as per applicable provisions & restrictions thereof.	
54.2.2.	All necessary adjustment entries (Credit Note, Purchase Returns, and Debit Notes) shall be made within time limit as prescribed in GST Law to ensure that GNFC doesn't suffer any loss due to such adjustment as per GST Law. Any consequence in terms of tax, interest or penalty on account of delayed raising of tax invoice or other applicable documents or adjustment documents as mentioned above arising to GNFC consequent to non-compliance of law by the Contractor in relation to the Contract shall be borne by the Contractor.	
54.2.3.	The Contractor acknowledges and agrees that they would adhere to all the applicable GST compliances including filing of GSTR - 1 or any other appropriate form, raising applicable tax documents including but not limited to tax invoice, e-way bill, e-invoice, making timely payment to authorities, etc., as may notified from time to time within the statutory timelines by the GST Authorities or any competent authority.	
54.2.4.	The Contractor agrees and acknowledges that the Harmonized System of Nomenclature (HSN) / Services Accounting Code (SAC) for goods & services respectively shall be specifically included in the tax invoices as required by applicable GST Law provisions with respect to digits of HSN Code.	
54.2.5.	In case of receipt of advance, the Contractor undertakes to raise the necessary statutory document. Further the Contractor declares to raise the prescribed documentation governing the movement of goods.	
54.2.6.	In case of any wrong classification of HSN, GNFC shall not be responsible and shall not pay any additional taxes, interest or penalty. In case of any wrong classification of HSN, resulting in GNFC's input tax credit being denied by the authorities then the loss of input tax credit, interest, penalty etc. shall be borne by Contractor and it shall indemnify GNFC for all losses, claims, including the litigation cost, if any, that may arise for GNFC on account of such non-compliance by the Contractor.	
54.3.	<b>Manner of issue of Invoice</b>	
54.3.1.	Mandatory three copies of the valid tax invoices or other applicable document as per GST Law need to be issued by the Contractor in case of supply of goods (i.e. 'Original' for recipient (GNFC), 'Duplicate' for	

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			transporter and 'Triplicate' for supplier) and wherever the law requires, an Electronic Invoice Reference Number and QR code for each invoice, 2 copies of invoice or other applicable document as per GST Law need to be issued by supplier in case of supply of services (i.e. 'Original' for recipient and 'Duplicate' for supplier). Further, the invoices for supplies shall be as per the GST Law & clearly bear the GSTIN No/ UID No along with Agreement/ Purchase Order/Work Order/Service Order No and date and wherever the law requires, an Electronic Invoice Reference Number and QR code for each invoice.
		54.3.2.	Contractor shall be responsible to issue documents required for movement of goods (such as tax invoice, delivery challan, e-way bill, e-invoice etc), logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any miss-declaration.
		54.3.3.	Where the supply of goods/ services are liable to GST under reverse charge mechanism, then the Contractor should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service". If payment of GST is received by Contractor in spite of Goods or Services supplied by said Contractor is covered under RCM [Reverse Charge Mechanism] and GST is payable by GNFC, the said Contractor must return the amount of GST immediately to GNFC so that default on part of GNFC can be avoided. In case the Contractor does not declare the same or does not return amount as mentioned above then such GST amount shall be recoverable from them with interest.
		54.3.4.	The invoice should clearly specify abatement, if any claimed or otherwise from the Taxable Value while calculating the GST.
		54.3.5.	Tax invoice is to be issued and signed by the supplier as per applicable GST Law provisions and other extant laws.
	54.4.	<b>Tax Indemnification</b>	
		54.4.1.	Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the central, state or local authorities by reason of any violation by Contractor or Sub-Contractor of each laws, regulations and requirements and also from all claims, suits or proceedings that may be brought against GNFC arising under growing out of or by reason of the Scope of 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.
		54.4.2.	The Contractor shall give a declaration/ self-certificate, along with documentary proofs, stating that taxes which have been collected/ withheld on behalf of GNFC have been duly paid/ will be paid to the government account within the due dates specified under various tax laws (including GST law) in India and rules made there under. It may

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			<p>please be noted that if GNFC is not able to avail any tax credit due to any short coming on the part of the Supplier including mismatch of ITC between invoice and GST return uploaded by supplier (which otherwise should have been available to GNFC in the normal course), or for any operational default/technical glitch in terms of uploading wrong particulars / data etc. of the Contractor on the GSTN portal/platform, then the Contractor at his own cost and effort will get the short coming rectified within 15 (fifteen) days. If for any reason the same is not possible, then the Contractor will make 'good' the loss suffered or potential loss that may be suffered by GNFC due to the tax credit it lost in that transaction (including any interest and penalty in this regard). If any shortcoming is communicated by GNFC to Contractor said Contractor shall take prompt action to rectify the same. GNFC reserves right to recover from outstanding balance of the Contractor without prejudice to above mentioned obligation of the Contractor to make 'good' the loss suffered or potential loss that GNFC may suffer by separate transaction as may be directed by GNFC.</p>
		54.4.3.	<p>The Contractor acknowledges and agrees that in the event any enquiry, scrutiny, audit, assessment or any other tax proceedings are initiated against GNFC, the Contractor shall fully co-operate by furnishing the relevant information and documents related to the Scope of Work provided on timely basis as may be required by GNFC from time to time.</p>
	54.5.	<b>Anti-Profitteering</b>	
		54.5.1.	<p>Any economic or tax benefit arising out of the implementation of GST is mandatorily required to be passed on to GNFC by the Contractor. Similarly, the benefits enjoyed by the Contractor's suppliers and other players in the supply chain are also required to be passed on to the Contractor by them, which in turn shall be passed on to GNFC by way of price reductions. Accordingly, the Contractor are expected to pass on any direct or indirect benefits arising thereon.</p>
		54.5.2.	<p>The responsibility to pass on the above benefits vests with the Contractor as a 'Responsible Contractors', which shall be passed by the Contractor within 30 days from the days of receipt of knowledge of such benefit and GNFC reserve our right to understand and seek the manner/ mechanism in which such benefits are passed on to GNFC.</p>
	54.6.	<b>Miscellaneous</b>	
		54.6.1.	<p>Any liability arising out of dispute on the tax structure, HSN classification, correct disclosure in return, timely filing of applicable GST returns, raising of correct tax invoice within statutory timelines and presenting us immediately, calculation, correct valuation and payment of GST to the Government will be to the Contractor's account;</p>

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	54.6.2.	In case the value of tax invoice or GST rate on tax invoice as mentioned in tax invoice of the Contractor is assessed differently by the department during assessment proceedings or any other dispute is raised by department resulting in additional liability of the Contractor then GNFC shall not be liable to reimburse any amount of tax or interest or penalty to such Contractor in relation to such additional liability or any other incidental expenses or liabilities;
	54.6.3.	The tax invoice or debit note raised by the Contractor on us must be compulsorily uploaded in GST return in manner as required by GST law. Further, GST in respect of such tax invoice must be paid to government as required by GST law. In case the same is not complied with then the Contractor will make 'good' the loss suffered or potential loss that may be suffered by GNFC due to the input tax credit lost in that transaction (including any interest @ 18% and penalty in this regard).
	54.6.4.	In case the tax invoice is not presented to GNFC immediately on issuance and if GNFC is not able to claim input tax credit on account of expiry of statutory timeline then GNFC shall not make payment of any taxes to the Contractor;
	54.6.5.	GNFC shall be entitled to terminate the Contract, if at any point of time the Contractor is found to be a black listed dealer as per GSTN rating system or if the Contractor have not filed GST returns as per applicable GST Law provisions, no payment shall be entertained in such cases.
	54.6.6.	The Contractor / Sub contractor shall communicate to GNFC with regard to any change in the registration details, issue of blacklisting or any non-compliance by the Contractor irrespective of the fact that whether such events are attributable to the Contractor or not.
	54.6.7.	Any local levies and or other charges levied by any central/state/local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same. GNFC shall not pay or reimburse the same to the Contractor.
	54.6.8.	GNFC shall not be liable to pay any additional amount to the Contractor, in an event the GST rates levied on any good/services is increased after the term/period of the Contract.

**55. SCHEDULE OF RATES:**

55.1.	The remuneration determined as due to the Contractor by application of Schedule of Rates to Final Measurements, as provided for in Clause 53 hereof and associated provisions hereunder, shall constitute the entire remuneration and entitlement of Contractor in respect of the Scope of Work under the Contract, and no further or other payment whatsoever shall become due or payable to Contractor under Contract.
55.2.	Without prejudice to the generality of the provisions of Clause 55.1 hereof, the Schedule of Rates shall be deemed to include and cover.
i.	All cost, expenses, out goings and liabilities of every nature and description whatsoever and all risks whatsoever (foreseen or unforeseen)

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			to be taken or which may occur in/ or relation to the execution, completion, testing and/or handing over of the Work to GNFC and/or in or relation to acquisition loading, unloading, transportation, storing, working upon, using, converting, fabrication or erecting any item, equipment, material or component in or anything else in relation to the Works. The Contractor, shall be deemed to have known the nature, scope, magnitude and the extent of the works and items, materials equipments and component required for the proper and complete execution of the Works through the Contract Documents, which may be fully and precisely set out, described or specified in the Contract Document, and the generality hereof however shall not be deemed to be anywise limited, restricted or abridged because in certain cases the Contract Documents or any of them shall or may and/or in other cases, they shall or may not expressly state that the Contractor shall do or perform any particular Scope of Work or operation or supply any particular item, article or material or perform any particular labour or service, or because in certain cases the Contract Document state that particular Scope of Work, operation, supply, labour or service shall be performed made by the Contractor at his own cost or without additional payment, compensations or charge or without entitlement of claim against GNFC or wards to similar effect, and in other cases they do not, or because in certain cases it is stated that the same are included in or covered by Schedule of Rates and in other cases it is not so stated.
		<b>ii.</b>	The cost of constructional plant, equipment, supply of water and power, construction of temporary roads and access, temporary Works pumps, wiring, pipes scaffolding, shuttering and other materials, supervision, labour, insurance, stores, spare, supplied, appliance and other materials' s items, articles and thing whatsoever (foreseen or unforeseen) to be supplied, provided or arranged by the Contractor in or relation to or in connection with the performance and/or execution of each item specified in Schedule of Rates and any related or incidental Works of operation by expression or implication involved therein or incidental thereto, complete in every respect in accordance with Contract Documents, and the plans, drawings, designs orders and or instructions.
		<b>iii.</b>	The cost of all royalty, license fees or other fees, duties, penalties levies and damages whatsoever payable for or in respect of any protected or patented goods materials, equipments or process employed in or relative to the Works and all rents, royalties, license fees and any other fee, duty, penalty, levy, loss or damages payable on the excavation, removal or transportation of any material of acquisition or use of any right of way other rights, license permits privileges or usages required for relative to performance of the work.
		<b>iv.</b>	Custom duties, excise duties, stamp duties and other duties, goods and services tax and other direct and indirect taxes, quay and port dues or charges and all other duties, taxes, fees, charges, levies, octroi, surcharge

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			and/or cesses whatsoever imposed by the central government or state government or municipal and local bodies or other authorities whatsoever payable on any material and or Works supplied or performed, including but not limited to the materials incorporated in the Works or brought to site for the performance of the Works, without any entitlement to the Contractor for any exemption, remission, refund or reduction thereof.
		v.	The cost of all indemnification to GNFC and insurance premise on insurance required in terms of the Contract Documents or otherwise under any law, rule or regulation, and the cost of all risks whatsoever (foreseen or unforeseen), including but not limited to risks of delays or extension of time or reduction or increase in Scope of Work and/or cancellation of Contract and or accidents, strike, civil commotion, war, strike, labour trouble, third party breach, fire, lightning inclement weather, storm, flood, earthquake and other acts of God, Government regulation or imposition, restriction, dislocation of road, rail and other transport or facilities, flooding or site and/or access roads/ approaches thereto, suspension of work, sabotage & other cause whatsoever.
		vi.	The cost of all materials supplied to GNFC and/or intended for incorporation in the Works delivered to the Job Site and stacked as instructed by the Engineer-in-Charge, including but not limited to loading, transportation and unloading thereof, waste on materials, as specified in the Special Conditions of Contract.
		vii.	The cost of all escalations foreseen or underseen, including but not limited to increase in government taxes & dues, labour and material cost.
		viii.	All supervision charges, establishment overheads, finance charges and other costs and expenses of and charge to the Contractor, and Contractors profit of and relative to the Works.
	55.3.	The rates stated in the Schedule of Rates shall not be subject to escalation increase any account whatsoever.	
	55.4.	Notwithstanding any provisions to the contrary in these conditions, the Engineer-in- Charge may at his absolute discretion agree to accept as complete any incomplete Works or item of Scope of Work or / and defective Works or item of Scope of Work or/ and Works or item formed by the Contractor at variance the specifications subject and upon the terms and conditions of this Clause. Upon such acceptance in writing by the Engineer-in- Charge, such Works shall be deemed to have been accepted as complete, but without prejudices to any other right(s) of GNFC or obligation(s) of the Contractor relative thereto under the Contract subject to the terms and conditions of this Clause. The conditions of such acceptance shall be that the Works item of Scope of Work concerned shall be deemed to be a Scope of Work to covered by the Schedule of Rates within the meaning Clause 22.3 hereof, and the Contractor shall be entitled to remuneration there for on as determined by the	

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		Engineer-in-Charge in accordance with the provisions of Clause 22.3 hereof, and the provisions of the said Clause shall in all respect mutatis mutandis apply to such Works and determination of the remuneration to the Contractor in respect thereof.
56.	<b>ON ACCOUNT PAYMENT</b>	
56.1.		Without prejudice to the provisions of Clause 53.7 hereof, GNFC may at its discretion by way of assistance to the Contractor, make "on account" payments to the Contractor during the progress of the Scope of Work on the basis of Running Account Bills hereinafter more specifically mentioned.
56.2.		Monthly or otherwise as the Engineer-in-Charge may specify in this behalf, the Contractor shall make a quantitative assessment of the Scope of Work performed by the Contractor at each Job Site during the preceding month or other specified period and submit a Running Account Bill, in the form and manner prescribed by GNFC, in triplite to the Site Engineer of the Scope of Work performed during the said month/period with detail measurement thereof, the said Running Account Bill(s) to be drawn by applying unit quantities measured to the applicable item(s) in the Schedule of Rates. The Engineer- in-Charge shall thereafter have a summary verification undertaken of the Scope of Work and quantities entered in the Running Account Bill(s), and shall certify the Running Account Bill(s) for payment on basis of such verification.
56.3.		Where the Contract stipulated lump sum amount as payable for the Works or where a lump sum is stipulated in Schedule of Rate(s) in respect of any particular Work or part thereof and the Works are not at any intervening stage capable of measurement, GNFC may at its discretion pay the undisputed amounts on a Running Account Bill prepared by the Contractor according to the provision of Clause 56.2 hereof, a percentage of the lump sum provided for the entirety of the Work or item of the Scope of Work, as the case may be, on the basis of a value assessment of such Works certified for payment by Engineer-in-Charge.
56.4.		GNFC shall within 15 (fifteen) days from the date of receipt of the Running Account Bill shall dispute in writing to the Contractor any discrepancy, if any, in the Running Account Bill. Such disputes, if any shall be amicably resolved between the Contractor and GNFC by way of mutual negotiations within 30 (thirty) days from the date of raising of such dispute by GNFC.
56.5.		Payment of the undisputed amount(s) due on Running Account (RA) Bill to the extent admitted by GNFC, shall be made within 30 (thirty) days from the date of receipt of the Running Account Bill by GNFC and certification of RA bill by GNFC.
56.6.		All "on account payments" shall be subject to recoveries there from of all dues to GNFC, and other deductions for in the Contract, and taxes and other monies deductible within the provisions of Income Tax Act or any other law, rule or regulation for time being in force.

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	56.7.	The Contractor shall ensure that due and proper compliance of tax including but not limited to issuance of advance receipt voucher etc. under applicable laws. Furthermore, the supplier should raise the tax invoice as and when due, as per the terms of the Contract and in line with time of supply provisions specified under GST law.
	56.8.	No Running Account Bill(s) shall be made and/or certified for a total value of less than Rs. 10,000/- (Rupees ten thousand only).
	56.9.	The amount certified for payment by the Engineer-in-Charge on any Running Account Bill or otherwise within the provision of Clause 56.2 and 56.4 hereof shall conclusive for the determination of any on account payments as envisaged in Clause 56.1 and no claim shall be entertained by GNFC contrary thereto or in contradiction thereof.
	56.10.	All "on account payments" shall be regarded merely as advance payments against the amounts due to Contractor in terms of Contract, and any such payments shall be without prejudice to the full rights of GNFC under the Contract and the liabilities of Contractor hereunder, and specifically shall not be regarded as an acceptance or completion of any Scope of Work paid for in terms of any Running Account Bill or otherwise notwithstanding any verification or certification by Engineer-in-Charge in respect thereof.
	56.11.	The Schedule of Rate item(s) applied by Contractor in respect of any Scope of Work in his Running Account Bill(s) or acceptance hereof by the Engineer-in-Charge in verifying the Bill in respect of such Works or otherwise in certifying any payment within the provisions aforesaid shall not be deemed to be binding upon GNFC as determining the applicable Schedule of Rate item(s) and shall be without prejudice to rights of GNFC within Clause 53.2 hereof.
	56.12.	Nothing provided in the foregoing Clauses hereof shall anyway be deemed to confer any right or entitlement on the Contractor to receive "on account payments", nor shall any failure or delay by GNFC to make any on account payments as herein envisaged or otherwise afford the Contractor a ground or basis for any additional compensation or extension of time for completion of otherwise relieve the Contractor from any of his liabilities under the Contract.
57.	<b>ADVANCE</b>	
	57.1.	Advance shall not be considered unless otherwise specified in Tender Documents under terms and conditions/Special Conditions of the Contract.
	57.2.	Before the amount of Advance is released, the Contractor shall execute a Advance Bank Guarantee from Scheduled Bank for the amount as provided in Tender Documents /Special Conditions of the Contract and valid for the period till recovery of such advance. This Bank Guarantee from bank as identified in the List of RBI

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		Scheduled Public Sector Banks and Scheduled Private Sector Banks in the format as provided in “Form of Bank Guarantee” in Section XV of this GCC for the purpose of Advance Bank Guarantee.
58.	<b>MODE OF PAYMENT:</b>	
	58.1.	All payments made under or in terms of the Contract shall be paid in Indian Currency by way of wire transfer via NEFT/RTGS or DD/CHEQUES, etc. in the bank account of the Contractor registered with GNFC.
59.	<b>MODE OF RECOVERIES:</b>	
	59.1.	All recoveries and dues, payable by the Tenderer/Contractor to GNFC including but not limited to penalties/shortages/damages/interest/ forfeiture/ water/ power/ rent or lease, etc. with applicable taxes/duties including the Goods and Services Tax (GST) at applicable rates, shall be paid by Tenderer/Contractor as per terms of this GCC in Indian Currency by way of wire transfer via NEFT/RTGS or DD/CHEQUES etc. in the bank account of the GNFC. For such recoveries GNFC/Tenderer/Contractor shall issue an appropriate Invoice/Debit note / Credit Note/ another appropriate document as per applicable law including but not limited to the Central Goods and Services Tax Act, 2017, Gujarat Goods and Services Act, 2017, etc. as the case may be.
60.	<b>CLAIMS BY THE CONTRACTOR:</b>	
	60.1.	Should the Contractor consider that he is entitled to any extra payment or compensation in respect of the Works over and above the amounts due in terms of the Contract as specified in Clause 55.1 hereof or should the Contractor dispute the validity of any recoveries made or threatened by GNFC from any Running Account Bills or any payments due to him in terms of Contract, the Contractor shall forthwith give notice in writing of his claim in this behalf to the Engineer-in-Charge and the Site Engineer within 10(ten) days from the date of the issue of orders or instructions relative to any Works from which the Contractor claims such additional payment or compensation, or on the happening of other event upon which the Contractor bases such claim, and such notice shall give full particulars of the nature of such claim, grounds on which this is based, and the amount claimed, such claims shall be the Notified Claim. The Contractor shall not be entitled to raise any claim, nor shall GNFC anyway be liable in respect of any claim by the Contractor unless notice of such claim shall have been given by the Contractor to Engineer-in-Charge and the Site Engineer in the manner and within the time aforesaid, and the Contractor shall be deemed to have waived any or all claims and all his rights in respect of any claim not notified to the Engineer- in-Charge and the Site Engineer in writing in the manner and within the time aforesaid.
	60.2.	The Engineer-in-Charge and/or Site Engineer shall be under no obligation to reply to any notice of claim made by the Contractor within the provisions aforesaid or

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		otherwise or to the otherwise reject the same, and no omission or failure on the part of the Engineer-in-Charge / Site Engineer to reject any claim made or notified by the Contractor or delay in dealing therewith shall be deemed to be an admission by GNFC of the validity of such claim or waiver by GNFC of any of its rights in respect thereof, with the intent that all such claims otherwise valid within the provisions of Clause 60.1 read with Clauses 60.3 and 60.4 shall be dealt with / considered by GNFC at the time of submission of the Final Bill.
60.3.		Any or all claims of the Contractor notified in accordance with the provision of Clause 60.1 hereof as shall remain / persist at the time of preparation of Final bill by the Contractor shall be separately included in the Final Bill prepared by the Contractor in the form of a statement of claims attached thereto, giving particulars of the nature of such claim, grounds on which it is based, and the amount claimed, and shall be supported by copy(ies) of the notice(s) sent in respect thereof the Engineer-in-Charge and Site Engineer under Clause 60.1 hereof, In so far as such claim shall in any material particular be at variance with the claim notified by the Contractor within the provision of Clause 60.1 hereof, it shall be deemed to be a claim different from the notified claim with consequence in respect thereof indicated in Clause 60.1 hereof, and with consequences in respect of the notified claim as indicated in Clause 60.4 hereof.
60.4.		Any and all notified claim not specifically reflected and included in the Final Bill, in accordance with the provisions of Clause 60.3 hereof shall be deemed to have been waived by the Contractor, and GNFC shall have no liability in respect thereof and the Contractor shall not be entitled to raise or include in the Final Bill any claim(s) other than a notified claim conforming in all respects in accordance with the provisions of Clause 60.3 hereof.
60.5.		No claim(s) shall on any account be made by the Contractor after the Final Bill with the intent that the Final Bill prepared by the Contractor shall reflect any and all claims whatsoever of the Contractor against GNFC arising out of or in connection with the Contract or Scope of Work performed by the Contractor hereunder or in relation thereto, and the Contractor shall notwithstanding any enabling provision in any law or Contract and notwithstanding any claim in quantum meruit that the Contractor could have in respect thereof, be deemed to have waived any and all such claims not included in the Final Bill and to have absolved and discharged GNFC from and against the same, even if in not including the same as aforesaid, the Contractor shall have acted under a mistake of law or fact.
60.6.		Notwithstanding the existence of any claim by the Contractor in terms hereof or otherwise, the Contractor shall continue and be bound to continue and perform the Works to completion in all respect according to the Contract (unless the Contract or

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		Works be priory determined by GNFC in terms hereof) and shall remain liable and bound in all respects under the Contract.
	60.7.	The payment of any sum “on account” to Contractor, during the performance of any Works or item of Scope of Work in respect of which a claim has been notified by the Contractor in terms of Clause 60.1 hereof or the making or negotiation of any interim arrangement in respect of performance of such Works or item of Scope of Work by GNFC, shall not be deemed to be an acceptance of the related claim by GNFC, or any part or portion thereof, with the intent that any such payment shall constitutes merely a facility or assistance to the Contractor and not an obligation upon GNFC.
61.	<b>DISCHARGE OF GNFC’S LIABILITY:</b>	
	61.1.	The acceptance by the Contractor of any amount paid by GNFC to the Contractor in respect of the final dues of the Contractor determined in accordance with the provisions of Clause 55.1 hereof upon condition that the said payment is being made in full and final settlement of all said dues to the Contractor shall without prejudice to the claims of the Contractor included in the Final Bill in accordance with the provisions under Clause 60 hereof and associated provisions hereunder, be deemed to be in full and final satisfaction of all such dues to the Contractor notwithstanding any qualifying re-marks, protest or condition imposed or purported to be imposed by the Contractor, relative to acceptance of such payment, with the intent that upon acceptance by the Contractor of any payment made as aforesaid, the Contract (including the Arbitration Clause) shall subject to the provisions of Clause 62.2 hereof stand discharged and extinguished except in respect of the notified claims of the Contractor included in Final Bill.
	61.2.	The acceptance by the Contractor of any amount paid by GNFC to the Contractor in respect of the Notified Claims of the Contractor included in the Final Bill in accordance with the provisions of Clause 60 hereof and associate provisions hereunder upon the condition that such payment is being made in full and final settlement of all the claims of the Contractor shall subject to the provisions of Clause 61.3 hereof, be deemed to be in full and final satisfaction of all claims of the Contractor notwithstanding any qualifying remarks, protest or condition imposed or purported to be imposed by the Contractor relative to the acceptance of such payment with the intent that upon acceptance by the Contractor of any payment made as aforesaid, the Contract (including the arbitration Clause) and accordingly GNFC shall stand discharged and extinguished in so far as related to and / or concerns the claims of the Contractor.
	61.3.	Notwithstanding anything provided in Clause 61.1 and / or 61.2 hereof, the Contractor shall be and remain liable for defects in terms of Clause 56.1 hereof and any indemnity to GNFC in terms of Clause 62 and shall be and remain entitled to

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receive the unadjusted balance of the Security Deposit remaining in the hands of GNFC in terms of Clause 62 hereof.

## 62. FINAL CERTIFICATE:

62.1. Within 15 (fifteen) days of the Contractor's application made after the expiry of the period of the Defect Liability Period provided for in Clause 50.6 hereof and satisfaction of all liabilities of the Contractor in respect thereof, the Engineer-in-Charge shall issue a Final Certificate to the Contractor certifying that the Contractor has performed his obligations in respect of the Defect Liability Period in terms of Clause 50.6 hereof, and until issue of such Final Certificate, the Contractor shall be deemed not to have performed such liabilities notwithstanding issue of the Completion Certificate or payment of the Final Bill by GNFC.

62.2. Upon application for the Final Certificate the Contractor shall be deemed to warrant that the Contractor has fully paid and satisfied all claims of Scope of Work, labour, materials, supplies, equipment and all other entitlements whatsoever touching or affecting the Contract and to have undertaken to indemnify and keep indemnified GNFC from and against all claims, demands, debts, liens, obligations and liabilities whatsoever arising there from or relating thereto AND upon issue of the Final Certificate the Contractor shall be deemed to have released, acquired and discharged GNFC from and against all claim (known or unknown) lines, demands or causes of action of any kind whatsoever arising out of or relating to the Contractor or otherwise howsoever touching or affecting the same and to have undertaken to indemnify and keep indemnified GNFC from and against the same.

## 63. CLAIMS OF GNFC:

63.1. No release / payment of any unadjusted balance of the Security Deposit by GNFC to the Contractor as aforesaid or otherwise shall be deemed or treated as a waiver of any right(s) or claim(s) of GNFC or shall stop or prevent GNFC from thereafter making or enforcing any claim or any rights against the Contractor.

## SECTION - X TERMINATION

64. Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy as available to GNFC under the Contract or otherwise including the right of GNFC to claim compensation for delay in completion of the Works as per the provisions of Clause 42 hereof, GNFC shall be entitled to terminate the Contract, by providing a written notice of 30 days to the Contractor, at any time during its currency on or after the occurrence of any one or more of the following events contingencies, namely:

- i. Default or failure by the Contractor of any of the obligations of the Contractor under the Contract, including but not limited to:
  - a. Failure to start the Scope of Work within 10 (ten) days of handing over the

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- Job Site to the Contractor and in the event of more than one Job Site being involved, failure to start the Scope of Work at each Job Site involved within 10 (ten) days of handing over of the concerned Job-Site to the Contractor.
- b. Failure to commence any Scope of Work at any Job Site in accordance with the time prescribed in this behalf in the Progress Schedule.
  - c. Failure to carry out or carry on the Scope of Work or any of them to meet the Progress Schedule.
  - d. Failure to provide at each Job Site sufficient labour, material, equipment, machinery, temporary Works and/or facilities required for the proper and/or due execution of the Scope of Work or any part thereof within 10 days from the date of receipt of notice from GNFC;
  - e. Failure to execute the Works or any of them in accordance with the Contract within 10 days from the date of receipt of notice from GNFC;
  - f. Disobedience/Non-compliance of any order or instruction of the Site Engineer and/or Engineer-in-Charge within 10 days from the date of receipt of notice from GNFC.
  - g. Negligence in carrying out the Scope of Work or carrying out, of Scope of Work found to be unsatisfactory by the Engineer-in-Charge within 10 days from the date of receipt of notice from GNFC.
  - h. Abandonment of the Works or any part thereof.
  - i. Substantial suspension of the Scope of Work or any part thereof for a period of 14 (fourteen) days or more without the authority of the Engineer-in-Charge.
  - j. Commission, permission or sufferance of any other breach of any of the terms, conditions or provisions of the Contract on the part of the Contractor to be paid performed and/or observed within 10 days from the date of receipt of notice from GNFC.
  - k. Failure to deposit the initial Security Deposit with 10 (ten) days of receipt by the Contractor of Acceptance of Tender
  - l. Failure to execute the Contract in terms of the Form of Contract forming part of the Tender Documents within 10 (ten) days of notice in this behalf from GNFC.

- ii. If the Contractor is incapable of carrying out the Scope of Work within 10 days from the date of receipt of notice from GNFC;
- iii. If the Contractor misconducts himself in any manner and does not rectify the same within 10 days from the date of receipt of notice from GNFC;
- iv. If there is any change in the constitution of the Contractor, (if a firm) or in the circumstance or organisation of the Contractor, which is detrimental to the interest of GNFC.

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	v.	Dissolution of the Contractor (if a firm) or commencement of liquidation or winding-up (whether voluntary or compulsory) of the Contractor (if a company) of appointment of a receiver or manager of any of the Contractor's assets and/or insolvency of the Contractor (if a sole proprietorship or of any partner of the Contractor (if a firm);
	vi.	Distress execution or other legal process being levied on or upon any of the Contractor's goods and/or assets;
	vii.	Death of Contractor (if an individual);
	viii.	If upon any change in the partnership/constitution of a Contractor's organisation (if a partnership) GNFC may refuse to continue the Contract with the re-constituted firm;
	ix.	If the Contractor or any person employed by him shall make or offer for any purpose connected with the Contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of GNFC;
	x.	If the Contractor shall assign or attempt to assign his interest or any part thereof in the Contract to any third party.
65.	The decision of the Managing Director as to whether any of the events/ contingencies mentioned in Clause 64 hereof entitling GNFC to terminate the Contract, has occurred or not, shall be final and binding upon the Contractor.	
66.	The notice of termination shall set forth, in addition to a statement of the reason or reasons for termination the Contract, the time(s) and place(s) for conduction a survey and measurement of the Scope of Work performed under the Contract up to the date of termination for the purpose of determining the final amount(s) due to the Contractor therefore. The reason(s) for termination stated in the notice of termination shall be final and binding upon Contractor.	
67.	For the purpose of measurement, the provisions of Clause 52.1 to 52.3 hereof shall apply. Only completed items of Scope of Work shall be reckoned for the purpose of measurements and the decision of the Engineer-in-Charge as to whether or not any Works have been completed for the purpose of measurement shall be final and binding upon the Contractor. Incomplete items of Scope of Work shall be measured only on the basis of materials supplied, and the decision of the Engineer-in-Charge as to the quantity of material involved in or relative to any incomplete Works shall be final and binding upon the Contractor.	
68.	For the purpose of determining the amount due to the Contractor in respect of the Scope of Work, the provisions of Clause 53 and 55 shall apply and measurement taken for the purpose of such accounting be deemed to be final measurement and the bill prepared by the Contractor on basis thereof shall be deemed to be the final bill and no other amount(s) shall be due to the	

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	Contractor in respect thereof, subject to the provisions of Clause 60 and associated Clauses hereunder with regard to claims of the Contractor.
69.	Within 15 ( Fifteen ) days of completion of the measurement, the Contractor shall clear the Job Site of all scaffold, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery and shall demolish, dismantle and remove all Contractor's site offices and quarter and other temporary Works: structures and construction and other items and things whatsoever brought upon or erected at the Job Site or on any land allotted to the Contractor by GNFC and not incorporated in the payment of Works and shall remove all rubbish from the Job Site and the land allotted to the Contractor and shall clear, level and dress the Job Site and said land to satisfaction of the Engineer-in-Charge and shall put GNFC in undisputed custody and possession of the Job Site and all land allotted by GNFC to the Contractor.
70.	Should the Contractor fail to comply with provisions of Clause 69 hereof in the manner and within the time specified therein, GNFC shall have the right at the risks and costs of the Contractor in all respects to clear the Job Site of all scaffolding, wiring, pipes, surplus materials, Contractor's labour, equipment and machinery and other materials and things and/or demolish/ dismantle and remove all Contractor's site offices and quarters and other temporary Works, construction and erections whatsoever on or at the Job Site or at or on any land allotted site and the land allotted to the Contractor and clear, level and dress the Job Site and said land to the satisfaction of the Engineer-in-Charge and take undisputed possession and custody of the Job Site and land allotted to the Contractor and store, sell dispose of and/or otherwise deal with any and all material, equipment and machinery, etc. and other items and things aforesaid and recoveries of any demolition dismantling as GNFC shall in its absolute discretion deem fit. The Contractor agrees that it shall forthwith on demand pay GNFC the entirety or the cost/expenses of GNFC relative to the above together with 10% (ten percent) thereof for GNFC supervisions along with applicable taxes charged extra, with right in GNFC, (without prejudice to any other mode of recovery) to recover the same from the net proceeds of any sale or disposal as aforesaid after deduction 10% (ten percent) of sales realisation to cover GNFC's supervision and expenses on sale or any monies of the Contractors held by GNFC or dues of the Contractor . The Contractor DOTH HEREBY irrevocably nominate, institute and appoint GNFC with right to GNFC to delegate any and all of its rights in terms hereof to such of its officer(s) and/or other person(s) as it shall deem fit, for and on behalf on and as attorney of the Contractor, to do commit and sign all acts, deeds, matters and things as shall or may be necessary to be done, committed and/or signed by GNFC to put into effect the provisions of this Clause with full right to enter into arrangements with third parties for or relative to the storage, sale and/or other disposal of any material, equipment and machinery etc. and other items and things and to enter into or upon any of the Contractor's premises and to break open if necessary any locks, bolts, fasteners, bond or other devices restricting entry thereto and generally to do all other acts, deeds, matters and things as shall be necessary to give full effect to the provision of this Clause.

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- (i) GNFC shall be entitled, without prejudice to the foregoing and in addition thereto upon the Contractor failing to comply with the provisions of Clause 69 hereof after removing/demolishing/ dismantling from the Job Site or land allotted to the Contractor, any of the Contractor's scaffolding, wiring, pipes, materials, temporary Works and other items and things by written notice to the Contractor to require the Contractor to take delivery of, lift and/or clear the same within 15 ( fifteen ) days (or such other period as may be specified in the said notice. from the date of such notice. Failing which GNFC shall abandon the same at risks and costs of Contractor, and should the Contractor fail to take delivery of, lift and/ or clear the same within the period in this behalf specified in said notice, GNFC shall be entitled any time thereafter to abandon the same at the risks and costs of the Contractor, whereupon (without prejudice to any other rights of GNFC) GNFC shall stand absolutely discharged and absolved in respect of any material, equipment, machinery and other items and things whatsoever abandoned as aforesaid.
- (ii) Notwithstanding anything to the contrary herein provided nothing herein stated shall constitute GNFC as a trustee or bailee of any of the Contractor's material, equipment, machinery or other items or things, removed, cleared, demolished, dismantled, or abandoned as aforesaid, nor shall GNFC be bound in law or fact by any duty of care in respect thereof, with the intent that all actions, dealings and disposals within the provisions of this Clause shall be exclusively at the risks and liability of the Contractor (including relative to any loss or damage) and GNFC shall not be howsoever responsible, accountable or liable in respect thereof.

71. If for any cause including but not limited to resistance put up by the Contractor and / or his servants or agents or any court order consequent upon a suit or proceedings filed by the Contractor, GNFC is unable to fully take over possession on the entire Works at any or all Job Site within 7 (seven) days from the date of completion of the measurements as contemplated above, GNFC shall, in addition to all amounts, compensations and / or damages, recoverable from the Contractor in terms hereof including but not limited to GNFC's entitlements under Clause 42 and Clause 73 hereof or otherwise, be entitled to recover from the Contractor liquidated damages in the amount equivalent 1 (on percent) of the Total Contract Value as specified in the Acceptance of Tender for each week or part thereof that the said taking over of possession at any Job Site is delayed beyond the period of seven days specified above, without any limitation as to quantum or percentage of such damages.

72. Notwithstanding anything provided in Clause 70 GNFC shall have the right at any time prior to the removal of the same from the Job Site to take possession of such of the Contractor materials at any and all Job Sites as GNFC shall deem fit, and the Contractor shall be entitled

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to compensation for any such material taken over as for surplus within the provision of Clause 30.6 (viii) and (ix) hereof (and the provisions thereof *mutatis-mutandis*, insofar applicable, apply thereto).

73. Upon termination of the Contract, GNFC shall be entitled at the risk and expense of the Contractor by itself or through any independent Contractor(s) or partly by itself and on partly through independent Contractor(s) to complete to its entirely the Works as contemplated in the Scope of Work and to recover from the Contractor in addition to any other amounts, compensations or damage that GNFC may in terms hereof or otherwise be entitled to, including compensation within the provisions of Clause 42 and Clause 71 hereof, the difference between the amounts as would have been payable to the Contractor in respect of the Scope of Work, calculated as provided for in Clause 53.1 hereof read with the associated provision hereunder and Clause 55.1 hereof) and the amount actually expended by GNFC for the completion of the entire Scope of Work as aforesaid together with 10% (ten percent) and applicable tax, thereof to cover GNFC's supervision charges and in the event of the latter being in excess of the former GNFC shall be entitled without prejudices to any other mode of recovery available to GNFC, to recover the excess from the Security Deposit or any monies due to the Contractor.

74. No amount shall be due and payable to the Contractor upon or in the event of termination of the Contract unless and until the entirety of Works as contemplated in the Scope of Work shall have been completed in all respects to the satisfaction of GNFC and following such completion the defect liability period in respect thereof as herein otherwise provided for has lapsed and all payments finally due on any account to GNFC and / or other Contractor(s) in respect of the balance Works have been finally settled and GNFC has been discharged from all liabilities in respect thereof.

75. If upon the satisfaction of the provision of Clause 73 and 74 hereof, there shall remain in the hands of GNFC any excess / balance after all accounting and adjustment of all dues from the Contractor to GNFC, then GNFC shall forthwith pay the excess / balance to the Contractor and in the event of the Security Deposit and other dues of Contractor in the hands of GNFC being insufficient to meet the dues of GNFC as aforesaid, the Contractor shall forthwith on demand by GNFC pay GNFC the short-fall.

## SECTION - XI MISCELLANEOUS

### 76. **PERSONAL ACTS AND LIABILITIES:**

76.1. No director, officer, members, employee, consultants, trustees, representative, agent or affiliates and / or employees / of GNFC shall anywise be personally bound or

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		liable to the Contractor for the acts, omissions or obligations of GNFC under the Contract or otherwise or be personally answerable to the Contractor for or in respect of any default or omission in the performance of any act(s) deed(s), matter(s), or things to be observed and / or performed by GNFC under the Contract.
76.2.		The Contractor shall not be entitled to any increase in the rate(s) mentioned in the Schedule of Rates or any of them or to any other payment, right, benefit or claim whatsoever by reason of any representation, explanation, statement, assurance or understanding given or alleged to have been given to him by any director, officer, representative, consultant or other employee of GNFC. No director, officer, members, employee, consultants, trustees, representative, agent or affiliates and / or employees / of GNFC be personally liable for or in respect of any representation, explanation, statement or assurance or understanding given or alleged to have been given by him to the Contractor or any other person relating to the Contract.
76.3.		Contractor shall not under any circumstances pay or advance to any officer(s) servant(s) or agent(s) of GNFC any sum or money on any account without prior authority of GNFC in writing and any such payment made or money advanced by Contractor without such authority shall be entirely at the risks of Contractor without any liability on GNFC in respect thereof.
76.4.		Any money paid to any partner of Contractor (if a firm) and any receipt settlement, acknowledgement of liability or other document whatsoever signed by any one of the partners of the firm or rest while partner of the firm (without notice of the cessation of his interest) or any person held out to be a partner of the firm shall be binding upon Contractor vis-a-vis GNFC and shall constitute a full release and discharge to GNFC and / or valid settlement or obligation upon the Contractor as the case may be, and GNFC shall not be concerned with the application of any monies so paid or the authority of concerned partner or erstwhile or purported partner vis-a-vis the other partners to make the settlement receipt, acknowledgement or other document(s) concerned provided always that GNFC shall be entitled at its discretion at any time to call upon all partners of Contractor firm to sign any receipt, acknowledgement or other document signed by a partner (or erstwhile or purported partner) as aforesaid, and all partners of the firm shall, when called upon to do so by GNFC, forthwith sign the receipt order, acknowledgement or other document required to be so signed.
76.5.		Contractor /shall confirm the year-end balance as on 31 <sup>st</sup> March for every financial year by no later than 30 <sup>th</sup> June every year. In case of failure to confirm the year-end balance, the balance as per GNFC books of Accounts will be deemed to be as the final balance for all purposes including legal matter.

**GOVERNMENT REGULATION:**

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77.	77.1.	The Contractor shall comply with and ensure strict compliance itself and also by its sub- Contractors, servants, employees, representatives, consultants and agents of all applicable central, state, municipal and local laws and regulation of any central, state or local bodies and authorities and undertakes to indemnify GNFC from and against any levies, damages, penalties and payments whatsoever as may be imposed by reason of any breach or violation of any law, rule or regulation whatsoever and all actions, claims and demands arising there from and / or relative thereto.
78.	<b>LABOUR LAWS AND REGULATION:</b>	
	78.1.	The Contractor shall be responsible for strict compliance of and shall ensure strict compliance by its sub-Contractors, servants, employees, representatives, consultants or agents of all labour and other laws, rules or regulation having the force of law affecting the relationship of employer and employee between the Contractor/Sub-Contractor and their respective employees.
	78.2.	The Contractor and Sub-Contractor(s) of the Contractor shall obtain from authority(ies) designated in this behalf under any applicable law, rule or regulation including but not limited to the Factories Act and Contract labour (Abolition & Regulation) Act, 1970 (insofar as applicable) any and all such license(s), consent(s), registration(s) and / or other authorisation(s) as shall from time to time be or become necessary for relative to the execution of the Scope of Work or any part or portion thereof or the storage or supply, of any material(s) or otherwise in connection with performance of the Contract, and shall at all times observe and ensure due observance by the Sub-Contractor, servants, employees, representatives, consultants and agents of all terms and conditions of the said license(s), regulation(s) and other authorisation(s) and laws, rules and regulations applicable thereto. The Contractor undertakes to furnish a copy of all such license(s), consent(s), registration(s) and / or other authorisation(s) to GNFC at the time of execution of the Agreement or within 07 (seven) days thereafter.
	78.3.	Nothing in the Contract document stated shall anyway constitute any workman/ employee of the Contractor or any Sub-Contractor as or to be workman/ employee of GNFC, or place obligation or liability in respect of any such workman/ employee upon GNFC.
	78.4.	The Contractor shall comply with the obligations set out in applicable laws with respect to the employees, contractors, sub-contractor and contract staff engaged by, or on behalf of, the Contractor for the performance of Scope of Work under the Contract. The Contractor shall be responsible for any income tax, ESI, PF (or any notice issued by an authority in relation to PF for those Contractor personnel deployed to GNFC premises) or social security or other costs relating to remuneration paid to its employees or subcontractors for their employment or engagement. The Contractor shall share the monthly compliance report of such
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labour laws by it to GNFC, along with documents substantiating the same in the form of receipts / challans, etc. The Contractor agrees that in the absence of such proof of compliance, GNFC is under no obligation to make any / all payments in respect of any of the invoices that maybe raised in respect of the Works. The Contractor also agrees that in the event of any failure to make statutory remittances in respect of its personnel, GNFC shall have the right to make the said payments and recover the same from the payments to be made to the Contractor in respect of the Contract Document. The Contractor shall ensure and undertake not to engage any child or minor to provide any services to GNFC under the Contract and comply as per the child labour prohibition laws.

78.5. The Contractor shall indemnify and keep indemnified GNFC from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of any other provisions of Clause 78.1 to 78.4 and / or against any claim, action or demand by any workman / employee of the Contractor or any Sub-Contractor and/ or from any liability anyway to any workman / employee of the Contractor or any Sub-Contractor under any law, rule or regulation having the force of law, including but not limited to claims against GNFC under the Employee's Compensations Act, 1923, The Employees Provident Funds Act, 1952, and/ or The Contract Labour (abolition & Regulation) Act, 1970.

#### 79. SAFETY REGULATION, ACCIDENT AND DAMAGE:

79.1. The Contractor shall be responsible at his own cost in and relative to performance of the Scope of Work and Contractor to observe and to ensure observance by his Sub-Contractors, agents and servants of the provisions of Safety Code as hereinafter appearing and all fire, Safety and security regulations as may be prescribed by GNFC from time to time and such other precautions, measures as shall be necessary and shall employ / deploy all equipment necessary to protect all Works, materials, properties, structures, equipments, installations, communications and facilities whatsoever from damage, loss or other hazard whatsoever (including but not limited to fire and explosion) and shall during construction and other operations minimize the disturbance and inconvenience to GNFC, other Contractors, the public and adjoining land and property owners and occupiers, and crops, trees and vegetation and shall indemnify and keep indemnified GNFC from and against all losses and damages and costs, charges and expenses and penalties, actions, claims, demands and proceedings whatsoever suffered or incurred by or against GNFC, as the case may be, by virtue of any loss, alteration, displacement, disturbance or destruction or accident to any Works materials, properties, structures, equipments, installations, communications and facilities and land and property owners and occupiers and crops, trees and vegetations as aforesaid, with the intent that the Contractor shall be exclusively responsible for any accident, loss, damage, alteration,

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		displacement, disturbance or destruction as aforesaid resultant directly or indirectly from any breach by the Contractor of his obligation aforesaid or upon any operation, act or omission of the Contractor or his Sub-Contractor(s) or agent(s) or servant(s).
	79.2.	The Contractor's liabilities under Clause 79.1 and otherwise under the Contract shall remain unimpaired notwithstanding the existence of any storage cum erection or other insurance covering any risk, damage, loss or liability for which the Contractor is liable to GNFC in terms of the foregoing Sub-Clause or otherwise and / or in respect of which the Contractor shall indemnify GNFC with the intent that notwithstanding the existence of such insurance, the Contractor shall be and remain fully liable for all liabilities and obligations under the Contract and indemnify to GNFC, and GNFC shall not be obliged to seek recourse under such policy(ies) in preference to recourse against the Contractor or otherwise to exhaust any other remedy in preference to the remedies available to in under the Contract.
80.	<b>INDEMNITY AND INSURANCE:</b>	
	80.1.	In every case in which by virtue of the provision of section 12 sub-section(i) of Employee's Compensations Act 1923, GNFC is obliged to pay compensation to a workman employed by the Contractor, in execution of the Works, GNFC will recover from the Contractor the amount of the compensation so paid, and without prejudice to the rights of GNFC under section 12, sub section 20 of the said Act, GNFC shall be at liberty to recover such amount or any part thereof from the Security Deposit or from any sum due by GNFC to the Contractor whether under this Contract or otherwise. GNFC shall not be bound to contest any claim made under section 12, sub section (i) of the said Act, except on the written request of the Contractor and upon his giving to GNFC full security for all cost for which GNFC might become liable in consequence of contesting such claim.
	80.2.	The Contractor shall at all times indemnify and keep indemnified GNFC and its officers, servants and agents from and against all third party claims whatsoever (including but not limited to property loss and damage personal accident, injury or death of/to property or person of any Sub-Contractor and/or the servants or agents of the Contractor, and Sub-Contractor(s) and/or GNFC) and the Contractor shall at his own cost and initiative at all times upon the successful conclusion of the defect liability period specified in Clause 50.6 hereof take out and maintain insurance policies in respect of all insurable liabilities under this Clause, including but not limited to third party insurance and Act. Personal injuries insurance Act, Emergency Risk Insurance and other with Insurance company (ies) approved by GNFC and such policy (ies) shall be of limits not less than specified hereunder with reference to the matters hereunder specified namely:  (a) Employee Compensation Insurance to the limit to which compensation

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		<p>may be payable under the laws of the Republic of India.</p> <p>(b) Third Party Insurance body injury and property damage to the limit of not less than Rs. 1,00,000/- (Rupees One Lakh only) in each accident at each Job Site and to a limit of not less than Rs. 5,00,000/- (Rupees Five Lakhs only) for all accidents at all Job Sites. Provided that the limits specified above shall operate only as a specification of minimum limits for insurance purposes; but shall not anyway limit the Contractor's liability in terms of this Clause to limit(s) / specified.</p>
	80.3.	Should the Contractor fail to take out and/or keep a foot insurance as provided for in the foregoing Sub-Clause, GNFC shall be entitled (but without obligation to do so) to take out and/or keep a foot such insurance at the cost and expense of the Contractor, and without prejudice to and other remedies of GNFC in this behalf, to recover the sum(s) incurred therefore from the dues to the Contractor.
	80.4.	<p>The Tenderer/Contractor shall keep indemnified and hold harmless GNFC, and its officers, directors, members, partners, affiliates, agents, trustees and / or employees / consultants against any losses, liabilities, damage(s), cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against GNFC on account of:</p> <ol style="list-style-type: none"> <li>any failure on the part of the Tenderer/Contractor to discharge its liabilities and/ or obligations under the GCC;</li> <li>any act(s) and/or omission(s) and/or commission(s) and/or misrepresentations and/or breach of the terms and conditions of the GCC;</li> <li>any act(s) and/or omission(s) and/or commission(s) leading to a violation/breach of applicable laws, bye-laws, rules, regulations, etc. made.</li> </ol>
81.	<b>TRAINING OF APPRENTICES:</b>	
	81.1.	The Contractor shall if and when called upon by the Engineer-in-Charge during the currency of Contract himself engage and/or procure engagement by his sub-Contractor(s) of such number of apprentices and for such period as may be required by the Engineer-in-Charge in this behalf. Such apprentices shall be trained in accordance with the provisions of the Apprentices Act, 1961 and any other Act, rule and regulation having the force of law, regulating upon the employment of apprentices, and the Contractor shall be responsible at the own cost and initiative and without entitlement to any extra compensation or remuneration from GNFC in this behalf, to fulfil all obligations of the employer under the said Act, including liability for payment to apprentices required there under.
82.	<b>RECORDS &amp; INSPECTION:</b>	
	82.1.	The Contractor shall if and when required by the Engineer-in-Charge, produce or cause to be produced before the Engineer-in-Charge or any other site office of GNFC designated by the Engineer-in-Charge in this behalf, for examination any cost or

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other book(s) of account and/or other records and documents in the possession of the Contractor or any Sub-Contractor or subsidiary or extracts thereof and/or other information or returns relative thereto (such returns to be verified in the manner prescribed by the Engineer-in-Charge or other officer aforesaid designated in this behalf) as may be required relative to the execution of the Contractor or for verifying or ascertaining the cost of any material, labour, service or item or thing whatsoever in connection with the Contract, and the decision of the Engineer-in-Charge or other officer designated in this behalf, as the case may be as to whether any book, record, document, information or return is relevant for any of the purposes aforesaid shall be final and conclusive.

82.2. Should the Engineer-in-Charge (whose decision in this behalf shall be final) consider it necessary for the purpose of verifying or ascertaining the cost of production of any item or thing to examine the Works and/or records of the Contractor or any Sub-Contractor(s) or any subsidiary or associate firm or Company of the Contractor engaged in the fabrication, manufacture or assembly of such item by the Engineer-in-Charge or other officer of GNFC designated in this behalf by the Engineer-in-Charge and shall afford the Engineer-in-Charge or concerned officer all assistance as shall be necessary for the purpose.

### 83. INTELLECTUAL PROPERTIES:

83.1. "Intellectual Property" shall mean any intellectual property including, without limitation any intellectual property relating to patents, trademarks, copyrights, registered designs, rights of licensee, assignment, use, right of confidence in know-how or technical, business or commercial information generally and any other such rights or interests in intellectual property of GNFC whether or not protected under any law in force.

83.2. Nothing contained herein shall be construed as a transfer or assignment of any of the Intellectual Property Rights of GNFC to any other Party.

83.3. The other Party, shall not infringe the intellectual property of any third party and incorporate the same for the performance of Works, without the consent of such third party on paying of appropriate fees and GNFC.

83.4. If any equipment, machinery or materials to be used or supplied or methods of processes to be practiced or employed in the performance of this Contract is/are covered by a patent under which Contractor is not licensed. Contractor shall before supplying or using the equipment, machinery, materials, method or process, as the case may be, obtain such license(s) and pay such royalty(ies) and license fee(s) along with applicable taxes, as may be necessary in connection with the performance of this Contract. In the event that the Contractor fails to pay such royalty or obtain such license, the Contractor will defend at its own expense any suit for infringement of patent which is brought against the Contractor or GNFC as a result of the failure and

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shall pay any damages and costs awarded in such suit and will keep GNFC indemnified from and against all other consequence thereof.

#### 84. ARTICLES OF VALUE FOUND:

84.1. All gold silver and other metals and minerals or ore of any kind or description and all precious and semi-precious stones and bearing earth, rock or strata, coins treasures, treasure trove, antiques and other items and things whatsoever which shall be found under or upon the Job Site shall as between the Contractor and GNFC be the exclusive property of GNFC and the Contractor shall forthwith upon discovery thereof notify GNFC of such discovery with the details of the item(s) or things discovered and pending directions by GNFC for the disposal thereof shall hold and preserve the same as trustee of GNFC to the satisfaction of the Engineer-in- Charge.

#### 85. MATERIALS OBTAINED FROM DIS-MANTLING:

85.1. Any material obtained by the Contractor consequent upon dismantling of any building, structure or construction whatsoever at the Job Site other than any building structure or construction dismantled by Contractor pursuant to Contractor's liabilities for defects as elsewhere herein provided shall be exclusive property of GNFC.

#### 86. LIENS AND LIABILITIES:

86.1. If at any time, there is evidence of any lien or claim for which GNFC might be or become liable and which in terms of the Contract or otherwise is chargeable to the Contracts, GNFC shall have the right to recover from the Contractor or thereafter becoming due to the Contractor, an amount sufficient to completely indemnify GNFC becoming due to the Contractor, an amount sufficient to completely indemnify GNFC against such lien or claim, be found to be valid, GNFC may pay and discharge the same and recover the amount so paid together with any legal and other costs, charges and expenses incurred by GNFC in defending any action and/or in obtaining legal advice or opinion relative to the lies, claim or action, from any monies retained as aforesaid and any monies then due or thereafter becoming due to the Contractor and such amounts are due or liable to become due to the Contractor, shall on demand pay to GNFC the same, and failing such payment within 10 (ten) days of demand by GNFC in this behalf shall be liable to pay interest on the amount due from the date of demand up to and until the date of payment in full at the rate of 15% (fifteen percent) per annum, and the provisions hereof (in so far as such notice shall be deemed to be necessary in addition to Contractual provisions herein) shall be deemed to constitute a notice for payment of interest under the provisions of Indian Interest Act, 1978.

#### COLLECTION OF INDEBTEDNESS:

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87.	87.1.	Without prejudice to any other rights or remedies of GNFC and in addition to any other provisions thereof, GNFC shall be entitled to recover out of Security Deposit of any monies along with applicable tax thereto for the time being of the Contractor in its hands and any payment then due or becoming due to the Contractor, any and all amounts due to GNFC along with applicable tax in addition thereof, from the Contractor arising out of or in connection with this or any other Contract.
88.	<b>LIABILITIES FOR SUB-CONTRACTOR(S):</b>	
	88.1.	Without prejudice to any other liabilities or obligation of the Contractor relative to Sub-Contractors in terms hereof or otherwise, the Contractor shall require every Sub- Contractor to whom any portion of the work to be performed under the Contractor has sub-Contracted to comply with the provisions of the Contract insofar as applicable to each Sub Contractor, and the Contractor shall hold GNFC harmless and indemnified from and against any and all penalties, actions, claims and demands, and costs, charges and expenses whatsoever arising out of the Contractor(s) to make full and proper compliance with any of the terms and conditions of the Contract.
89.	<b>CONFIDENTIALITY</b>	
	89.1.	Confidential information shall mean all technical information relating directly or indirectly to but not be limited to the information pertaining to GNFC, business ideas/ protocols/ strategies, official secrets of the GNFC, ideas and know-how, client confidential information, information about the plant, the terms of the Contract and also information including but not limited to all results, reports, papers, documents, financial information and business information, client data, and any other information which is by nature deemed to be confidential.
	89.2.	The other Party shall use confidential information solely for the purposes of the Scope of Work of the plant and for implementing this Contract and shall limit disclosure of such information within its organisation to only those of the Party's employees, who need to make use of it for aforesaid purpose.
	89.3.	The other Party shall respect the secrecy of all documents, drawings, etc. issued to him for the execution of this Contract. The other Party shall, if so directed by GNFC, execute an individual non-disclosure agreement from each or any person employed by the Party having access to such documents, drawings, etc. The other Party shall not disclose or issue such drawings and documents to any other agency or individual without the written approval of GNFC and without obtaining non-disclosure agreement form such agencies or individuals.
	89.4.	Upon the expiry or termination of the Contract, the other Party shall forthwith return to GNFC, all its Confidential Information and Intellectual Property (in whatever medium the information be stored).

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	89.5.	For the purposes of this clause Party shall mean and include the Tenderer, intending Tenderer, the Contractor.
	89.6.	The obligations under this Clause shall survive the termination of the Contract.
90.	<b>VISIT OF CONTRACTOR'S PERSONS:</b>	
	90.1.	Contractor's person, who is not connected with the job, shall not be allowed to visit the site without the permission in writing from the Engineer-in-Charge.
	90.2.	ENTRY OF CHILDREN: Labourers will not bring their children below the age of 14 years inside the job-site area.
	90.3.	STAY BEYOND WORKING HOURS: The Contractor's workman will not stay inside the factory premises beyond the working hours.

**SECTION - XII**  
**DISPUTE RESOLUTION**

91.	All disputes or difference(s) whatsoever which shall at any time arise between the Parties hereto touching or concerning the Works, Scope of Work or the execution or maintenance thereof or in connection with this General Conditions of Contract, Tender Notice, Tender Documents, Agreement, Contract, Work Order, Purchase Order, Service Order, any amendments/addendums thereto, all negotiation and any legal agreements prepared in connection with the Contract 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 Tender Documents/ 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 by way of negotiations between the Parties.	
92.	If such dispute mentioned above is not resolved amicably by direct informal negotiation, within a period of 60 (sixty) )days from the date of such reference, such disputes shall be referred to arbitration by serving an Arbitration Notice, as per the provisions of the Clause <b>herein below.</b>	
93.	<b>ARBITRATION</b>	
	93.1.	For the purposes of this Arbitration Clause, the "Panel of Arbitrator" shall mean a panel of 5 independent and distinguished persons who shall be qualified to be appointed as an arbitrator under the law in force at the relevant time, nominated on behalf of GNFC to the other Party .
	93.2.	If any Party serves an Arbitration Notice in respect of any dispute to the other Party after the same has not been resolved by way of negotiations, such dispute shall be finally settled by arbitration as per the Indian Arbitration and Conciliation Act, 1996 ("Act") and all statutory amendments, modifications thereof and the rules made thereunder, or any other corresponding law for the time being in force, by the Sole Arbitrator to be appointed as hereinafter provided.

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| 93.3. | Within 30 days of receipt of Arbitration Notice, GNFC shall propose the Panel of Arbitrators to the other Party, which shall thereafter select and nominate one of the arbitrator from the Panel of Arbitrators to act as the Sole Arbitrator for adjudicating the disputes between the Parties.  |
| 93.4. | In the event of failure of the Contractor to select the Sole Arbitrator within 30 days from the receipt of the communication from GNFC suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the Contractor shall stand forfeited and GNFC shall appoint the Sole Arbitrator from the panel of five Arbitrators. The decision of GNFC on the appointment of the sole arbitrator shall be final and binding on the Contractor. |
| 93.5. | The provisions of the Indian Arbitration and Conciliation Act, 1996 and all statutory enactments and modifications thereof and the rules made there under shall apply to all such arbitrations.   |
| 93.6. | The Arbitration proceedings shall be conducted in English and the venue and seat of the Arbitration proceedings shall be at Bharuch, Gujarat with the Courts at Bharuch shall have exclusive jurisdiction.  |
| 93.7. | This GCC, the Tender Documents and the Contract Documents shall be governed by, and construed in accordance with the laws of Republic of India.   |

### SECTION - XIII

#### SAFETY CODE

#### 94. GENERAL:

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| 94.1. | Contractor shall adhere to safe construction practice and guard against hazardous and unsafe working conditions and shall comply with GNFC's safety rules as set forth herein. |
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#### 95. FIRST AID AND INDUSTRIAL INJURIES:

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| 95.1. | Contractor shall maintain first aid facilities for its employees and those of its Sub Contractors.   |
| 95.2. | Contractor shall make outside arrangement for ambulance service and for treatment of industrial injuries. Name of those providing these services shall be furnished to Engineer-in-charge prior to start of construction and their telephone numbers shall be prominently posted in Contractor's field office. |
| 95.3. | All critical industrial injuries shall be reported promptly to Engineer-in-charge and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to GNFC.   |
| 95.4. | The Contractor shall maintain an accident register in accordance with the provisions of the applicable labour law.   |

#### 96. GENERAL RULES:

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| 96.1. | Carrying striking of matches, lighters inside the Project area. Smoking within the Job Site, tank farm, or dock limits is strictly prohibited. Violators of the no smoking rules |
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shall be discharged immediately. Within the operation area, no hot work shall be permitted without valid gas safety/fire permits. The Contractor shall be held liable and responsible for all the lapses by persons deployed by the Contractor for the Scope of Work including but not limited to its sub-Contractor, employees, agents, representatives, etc. in this regard.

**97. CONTRACTORS BARRICADES:**

- 97.1. Contractor shall erect and maintain barricades required in connection with his operation to guard or protect.
- (1) Excavations.
  - (2) Hoisting areas.
  - (3) Areas adjudged hazardous by Contractor's or GNFC's inspectors.
  - (4) GNFC's existing property liable to damage by Contractor's operation in the opinion of Engineer-in-charge or the Site Engineer.
  - (5) Railroad unloading spots.
- 97.2. Contractor and the persons deployed by it for the Scope of Work including but not limited to its sub-Contractor, employees, agents, representatives, etc. shall become acquainted with GNFC's barricading practice and shall respect the provisions thereof.
- 97.3. Barricades and hazardous area adjacent to but not located in normal routes of travel shall be marked by red flasher lanterns at nights.

**98. SCAFFOLDING:**

- 98.1. Suitable scaffolding shall 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 materials as well as suitable footholds and hand holds shall be provided on the ladder and the ladder shall be given an inclination not steeper than 1 in 4 (1 horizontal and 4 vertical).
- 98.2. Scaffolding or staging more than 12' above the ground or floor, swing or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached bolted, braced and otherwise rewarded at least 3' high above the floor or platform of 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 shall be so fastened as to prevent it from swaying from the building or structure.
- 98.3. Working platform, gangways, and stairways should be so constructed so that they should not sag unduly or unequally and if the height of the platform of the gangway or stairway is more than 12' above ground level or floor level, they should be closely

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		bearded, should have adequate width and should be suitably fastened as described in 98.2 above.
	98.4.	Every opening in the floor of a building or in a working platform be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be 3'-0'.
	98.5.	Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 30' in length while the width between the side rails in rung ladder shall in no case be less than 11.5 inches for ladder up to and including 10' in length. For longer ladders this width would be increased at least 1/4" for each additional roots of length. Uniform step spacing shall not exceed 12". Adequate materials on any of the site of work shall be so stacked or placed as to cause danger or inconvenience to any person or public. The Contractor shall also provide all necessary fencing and lights to protect the workers and staff from accidents and shall be bound to bear the expenses of defence of every suit, action or other proceedings, at law that may brought by any person for injury sustained owing to neglect of above precautions and to pay damages and costs which may be awarded in any such suit action or proceedings to any such person, or which may be with consent of Contractor be paid to compromise any claim by any such person.
99.	<b>EXCAVATION AND TRENCHING:</b>	
	99.1.	All trenches 4' or more in depth, shall at all times be supplied with at least one ladder for each 100' length or friction thereof.
	99.2.	Ladder shall be extended from bottom of the trench to at least 3'.3" above the surface of the ground. The site of the trenches which are 5' or more 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 material shall not be placed within 5' of the edge of the trench or half of the trench depth whichever is more. Cutting shall be done from top to bottom. Under no circumstance undermining or under cutting be done.
100.	<b>DEMOLITION:</b>	
	100.1.	Before any demolition work is commenced and also during the process of the work all roads and open area adjacent to the work site shall either be closed or suitably protected by the Contractor, at its sole cost and expenses.
	100.2.	No electric cable or apparatus which is liable to be a source of danger over a cable or apparatus used by the operator shall remain electrically charge, by the Contractor, at its sole cost and expenses.

**NOTE TO BIDDER**  
ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS

TENDERER'S SIGN, STAMP AND DATE:

100.3. All practical steps shall be taken by the Contractor, at its sole cost and expenses, to prevent danger to persons employed from risk of fire or explosion or flooding. No floor or other part of the building shall be so overloaded with debris or material as to render it unsafe.

#### 101. SAFETY EQUIPMENT:

101.1. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be made available for the use to persons/ employees on the site by the Contractor and maintained in a condition suitable for immediate use, at its sole cost and expenses and the Contractor should take adequate steps proper use of equipments by those concerned.

101.2. Workers employed on mixing asphaltic materials cement and lime mortars shall be provided with protective foot-wear and protective gloves by the Contractor.

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

101.4. Those engaged in welding and cutting works shall be provided with protective face and eye-shields, hand gloves etc. by the Contractor.

101.5. Stone breakers shall be provided with protective goggles and protective clothing by the Contractor and should be seated at sufficiently safe intervals.

101.6. When workers are employed for sewers and manholes, which are in use, the Contractor shall ensure that the manholes covers are opened and are ventilated at least, and the Contractor shall deploy adequate and proper machinery such that the workers are not required to get in to 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.

101.7. The Contractor shall not employ men below the age of 14 years and women on the work of painting or products containing lead in any form. Wherever men above the age of 10 years are employed on the works of lead painting, the following precautions should be taken.

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

101.7.2. Suitable face masks shall be supplied for use by the workers when paint is applied in the form of spray or a surface having lead paint dry rubbed and scrapped.

101.7.3. Overall shall be supplied by the Contractor to the workmen and adequate facilities shall be provided to enable the working painters to wash during and on cessation of work.

#### RISKY PLACES:

**NOTE TO BIDDER**  
ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

102.	102.1.	When the work is done near any place where there is risk of drowning, all necessary safety equipment shall be provided and kept ready for use by the Contractor and all necessary steps taken for prompt rescue of any person in danger and adequate provision should be made of prompt first aid treatment of all injuries likely to be sustained during the course of the Scope of Work by the Contractor.
103.	<b>HOISTING EQUIPMENT:</b>	
	103.1.	Use of hoisting machines and tackles including their attachments, anchorage and supports shall conform to following standards or conditions:
	103.1.1.	These shall be of good mechanical construction, sound materials and adequate strength and free from patent defect and shall be kept in good condition and in good working order.
	103.1.2.	Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
	103.1.3.	Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding, which give signals to operator.
	103.2.	In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or lowering or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load and the conditions under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
	103.3.	In case of department's machine, the safe working load shall be notified by the Engineer-in-Charge. As regards Contractor's machines, the Contractor shall notify the safe working load of the machine to the Engineer-in-Charge, whenever he brings any machinery to site of work and get it verified by the Engineer-in-Charge concerned before putting such machinery to use.
104.	<b>ELECTRICAL EQUIPMENT:</b>	
	104.1.	Motors, gearing, transmission, electrical wiring and other dangerous parts of hoisting appliance shall be provided with efficient safeguards, hoisting appliance should be provided with such means as well reduce to the minimum the risk of accidental descent of the load, adequate precautions shall be taken to reduce to the minimum the risk of a part of a suspended load becoming accidentally displaced. When workers are employed on electrical installation which are already energized, insulating mates, wiring apparel, such as gloves and boots as may be necessary shall

**NOTE TO BIDDER**  
ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

		be provided by the Contractor. The workers shall not wear any rings, watches and carry keys or other materials which are good conductors of electricity.
105.	<b>MAINTENANCE OF SAFETY DEVICES:</b>	
	105.1.	All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe conditions and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near place of work.
106.	<b>DISPLAY OF SAFETY INSTRUCTIONS:</b>	
	106.1.	These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at the work – spot by the Contractor, in English, Hindi and Vernacular. The person responsible for compliance of the safety code shall be named therein by the Contractor.
107.	<b>ENFORCEMENT OF SAFETY REGULATIONS:</b>	
	107.1.	To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the Contractor shall be open to regular as well as surprise inspection by the Welfare Officer, Engineer-in-Charge or Safety Engineer for GNFC or their representatives at any time.
108.	<b>NO EXEMPTION:</b>	
	108.1.	Notwithstanding the above Clauses 94 to 107, nothing contained herein these to exempt the Contractor from the operations of any other Act or rules in force in the Republic of India.
	108.2.	The Works throughout including any temporary Works shall be carried on 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 on the property of GNFC or of a third party.
	108.3.	In addition to the above, the Contractor shall abide by the Safety code provision as per C.P.W.D. Safety Code as framed and amended from time to time.
	108.4.	The Contractor shall also arrange to obtain valid gate passes for his employees/agents/representatives/sub-contractors/etc. and equipments from the concerned authorities of the Project.
	108.5.	No person/material equipment not covered by valid passes shall be permitted within the Project area and no material / equipment shall be permitted to be taken out of the Project area, unless authorised by the concerned authorities of the Project. The Contractor shall be held fully responsible for any or all delays / losses / damages that may result consequent on any lapses that may occur on the part of his sub- Contractors / employees/agents/representatives in this regard.
	108.6.	Notwithstanding above Clause 94 to 107 and 108.1 to 108.5 the Contractor shall be liable for all compensations, penalties etc. under various acts or rules in force from time to time in the event of an accident.

**NOTE TO BIDDER**  
ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

**SECTION - XIV****FORM OF CONTRACT  
(Performa)**

(To be executed on a non-judicial **Stamp Paper of Rs. 300/-**)

This AGREEMENT (hereinafter referred to as the "Agreement") is made at P.O. Narmadanagar, District: Bharuch, on this ..... Day of..... Two Thousand..... (hereinafter referred to as the "**Execution Date**")

BETWEEN

GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED, a public Company, incorporated under the provisions of the Companies Act, 1956 having its registered office at P.O. Narmadanagar, District Bharuch. (hereinafter referred to as "GNFC" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the One Part.

AND

**Alternate 1:** (Name and Address of the proprietor), a sole proprietorship carrying on business in the name and style of..... [PAN: \_\_\_\_\_] having its registered office at ..... (hereinafter referred to as the "Contractor" which expression shall unless repugnant to the context or meaning thereof shall mean and include its heirs, executors, administrators and permitted assigns) of the Other Part.

**Alternate 2:** \_\_\_\_\_ a partnership firm [registered under the provisions of the Indian Partnership Act, 1932 bearing registration number: \_\_\_\_\_] [having PAN: \_\_\_\_\_] and having its office at \_\_\_\_\_ being represented by its partners (Name of all partners and their addresses) (hereinafter referred to as the "Contractor", which expression shall unless it be repugnant to the context or meaning thereof, mean and the partner or partners for the time being and from time to time, survivor of them and the heirs, executors and administrators of the last survivor of them and his/her /their permitted assigns include all the partners for the time being and from time to time constituting the said partnership firm, the last survivors of such partners and their heirs, executors, administrators, and permitted assigns) of the Other Part.

**Alternate 3:** (Name of LLP), a Limited Liability Partnership registered under the provisions of Limited Liability Partnership Act, 2008 bearing LLPIN: ..... [PAN: \_\_\_\_\_] and having its registered office at ....., being represented by its (Designation and Name ) (hereinafter referred to as the "Contractor", which expression shall unless repugnant to the context or meaning thereof shall mean and include the partners for the time being of the said LLP, the last surviving partner and their/his/her permitted assigns, heirs, administrators and executors successors-in-interest, executors) of the Other Part.

NOTE TO BIDDER  
ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

**Alternate 4:** (Name of the Company), a Company incorporated under the provisions of the Companies Act, 1956/2013 [PAN: \_\_\_\_\_], having its registered office at ..... being represented by its (Designation and Name ) hereinafter referred to as the “Contractor” which expression shall unless repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) of the Other Part.

For the purposes of this Agreement, GNFC and Contractor shall be collectively referred to as “Parties” and individually as “Party”.

Capitalized words and expressions not defined herein shall have the meaning ascribed to them in the General Conditions of Contract and the Tender Documents.

WHEREAS:

- A. GNFC had floated a tender bearing number \_\_\_\_\_ (“**Tender**”), for which the Contractor had submitted its bid which was accepted by GNFC as per the terms of the Tender Documents read with the General Conditions of Contract vide a letter of Acceptance/Work Order of Tender dated \_\_\_\_\_.
- B. GNFC has agreed to entrust the work detailed in the Tender and Specifications of GNFC set forth in Annexure 1. annexed herewith and hereinafter referred to as the “LET WORK” to the Contractor.
- C. The Contractor shall perform and execute the Let Work upon the terms and conditions set forth in this Agreement, the General Conditions of Contract, the Tender Documents and Specifications of GNFC, the Quotations of the Contractor, the special Conditions and Specification, with agreed deviation between the Parties, if any, as contained in Annexure 2 attached herewith.
- D. The Contractor has offered and agreed to do, provide, perform, execute, fulfil, keep, discharge, carryout and complete the LET WORK as a Contractor on such terms and conditions.

NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES

HERETO AS FOLLOWS:

1. The Contractor agree that it shall perform the LET WORK in accordance with the Contract Documents, which shall include but not limited to this Agreement, the Tender Documents, the General Conditions of Contract, the Specifications of GNFC, the Quotations of the Contractor, the special Conditions and Specification if any and the Work Orders issued by GNFC.
2. The particulars terms and conditions set forth and contained in Contract Documents hereto

NOTE TO BIDDER  
ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS

TENDERER'S SIGN, STAMP AND DATE:

constitute and shall be deemed and taken to be integral part of this Agreement as if the same have been fully set forth herein.

3. Time shall be of essence to this Agreement and the Contractor shall faithfully and honestly do provide, performing execute, fulfil, keep discharge carry out and do complete the entire "LET WORK" upon the terms and conditions herein contained and those contained in Contract Document. The Contractor shall commence the execution of LET WORK I..... day of ..... 20..... and shall complete it on or before ..... Day of ..... 20.....
4. In consideration of LET WORK to be done provided, performed, executed, fulfilled, kept discharge, carried out and completed, by Contractor as aforesaid and subject to the Contractor doing providing, performing, executing, fulfilling, keeping, discharging, carrying out and completing the same in line and manner satisfactory to GNFC, GNFC shall pay or cause to be paid to the Contractor in accordance with the rate or rate and at the time or times and date or dates specified in the Contractors quotations and / or work order set forth in Contract Documents hereto and accepted by GNFC.
5. The Contractor shall raise invoices upon the completion of milestones as agreed between the Parties in accordance with the payment terms detailed in the Tender Document. All payments to the Contractor shall be made within 45 days from the date of receipt of such invoice by GNFC subject to withholding of applicable tax or as the case may be.
6. The Contractor shall duly furnish the Security Deposit Bank Guarantee to GNFC in the manner and format provided by GNFC, as per the Contract Documents within 10 days from date of issuance of the LOA.
7. The Contractor agrees to duly furnish the Performance Bank Guarantee to GNFC in the manner and format provided by GNFC, as per the Contract Documents along with submission of the final invoice by the Contractor to GNFC.
8. The Contractor shall duly furnish the Advance Payment Bank Guarantee to GNFC in the manner and format provided by GNFC, as per the Contract Documents, as applicable.
9. GNFC shall release the bank guarantee as furnished to it by the Contractor, as per the timelines set out in the Contract Documents subject to the successful completion of the corresponding Scope of Work, warranty, etc.
10. This Agreement shall be effective from the date of issue of the Letter of Intent (hereinafter referred to as the "Effective Date") until terminated by either Party (hereinafter referred to as the "Term").
11. Either Party shall be entitled to terminate this Agreement in accordance with the terms of the

#### NOTE TO BIDDER

ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS

TENDERER'S SIGN, STAMP AND DATE:

### General Conditions of Contract.

12. The Contractor shall keep indemnified and hold harmless GNFC, and its officers, directors, members, partners, affiliates, agents, trustees and / or employees / consultants against any losses, liabilities, damage(s), cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise against GNFC on account of:
  - a. any failure on the part of the Contractor to discharge its liabilities and/ or obligations under the Contract;
  - b. any act(s) and/or omission(s) and/or commission(s) and/or misrepresentations and/or breach of the terms and conditions of the Contract;
  - c. any act(s) and/or omission(s) and/or commission(s) leading to a violation/breach of applicable laws, bye-laws, rules, regulations, etc. made.

The provisions of this clause shall survive the termination of this Agreement.
13. Any Party shall be relieved of its obligations and responsibilities under the Contract if the performance of this Agreement is wholly or partially prevented and/or delayed by act of god and any other cause or causes beyond the control of either Party such as fires, floods, strikes, lockouts, lockdown, COVID-19 restrictions, riots or civil commotion, epidemics, pandemic, war, change in the legal/regulatory regime and acts of government, etc (hereinafter referred to as the "**Force Majeure Event**").
14. Any Party shall promptly give a written notice within 10 (ten) days from the date of such Force Majeure Event, to the other Party of any force majeure event effecting its obligations under this Agreement provided however that the Party has used all reasonable endeavours to perform its obligation. If such notice is given, the obligations and responsibilities of the Party giving such notice as well as the corresponding obligations and responsibilities of the other Party shall be relieved to the extent made necessary by and during continuation of force majeure.
15. GNFC shall be entitled but not obligated to forthwith terminate the Contract without any notice period if the Force Majeure Event continues for a period of more than thirty (30) days.
16. The Contractor shall not use the intellectual properties of GNFC including but not limited to its logo, name, trade name, brand name, short form, etc. without the prior written consent of GNFC. Nothing in this Agreement shall be construed as a transfer or assignment of any of the intellectual property rights of GNFC to the Contractor.
17. The Contractor agree not to divulge to any person, unless authorized, or use for any purpose, other than those set out in the Contract, any of the trade secrets or confidential information or any other information of GNFC which it acquires as a result of entering into this Agreement or otherwise.

NOTE TO BIDDER  
ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

18. The Contract, all negotiations and all legal agreements prepared in connection with this Contract, and any dispute or claim arising out of or in connection with them or their formation shall be governed by, and construed in accordance with the laws of India. The Parties irrevocably agree that the courts at Bharuch shall have the exclusive jurisdiction to settle any dispute or claim that may arise out of or in connection with the Contract and negotiations relating to the Contract or their subject matter or formation.
19. Any dispute or difference that may arise between the Parties in or out of connection with the subject matter of the Contract or this Agreement, shall be referred to Arbitration as per the procedure provided in the General Conditions of Contract.
20. The Contract Documents mentioned herein above embody the entire Agreement between the Parties hereto, and the Parties declare that in entering this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreement of any kind not included within the Contract Document, and all prior negotiation, representation, contract and / or agreements and understanding are hereby cancelled.
21. Subject to any provisions in the documents to the contrary any notice, order or communication sought to be served by the Contractor on GNFC with reference to the Contract, shall be in writing and shall be deemed to have been sufficiently served if delivered by hand or through registered post acknowledgement due to the principal office of GNFC at Narmadanagar or if sent through email on \_\_\_\_\_.
22. All notice which are required to be given hereunder to the Contractor shall be sent to the address of the Contractor set out in the Agreement herein below or such other address as the Contractor may designate by notice given in writing to GNFC:  
Name: \_\_\_\_\_  
Attention: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_
23. No failure or delay by the Party in enforcing any right or remedy of the Party in terms of the Contract or any obligation or liability of the other Party in terms thereof shall be deemed to be a waiver of such right, remedy obligation or liability, as the case may be, by the Party and notwithstanding such failure or delay, the Party shall be entitled at any time to enforce such right, remedy, obligation or liability as the case may be.
24. This Agreement may be amended in writing if executed by the representatives of both the Parties.

NOTE TO BIDDER  
ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

25. If any part or any provision of this Agreement is or becomes illegal, null or void or against public policy or against the law or invalid or unenforceable and/or which shall be held by any court of competent jurisdiction to be illegal, null or void against public policy, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the validity or enforceability of the remaining parts of said provision or the remaining provisions of this Agreement.
26. Either Party may exercise a right, power or remedy at its discretion and separately or concurrently with another right, power or remedy unless waived in writing. No failure or delay on part of any Party hereto exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other rights, powers or privileges by such Party.
27. The Contractor shall be further assign the duties and obligations under the Contract or any part thereof to any third party during the Term without the prior written consent of GNFC.

IN WITNESS whereof the parties hereto acting through their properly constituted representatives, thereunto duly authorised, have caused this agreement to be signed and executed in their names and on their behalf and delivered at the Registered Office of GNFC in the State of Gujarat on the day and year first above written.

Signed, and delivered in the presence of: By

1. For and on behalf of

**GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LIMITED.**

\_\_\_\_\_

2. For and on behalf of the Contractor:

\_\_\_\_\_

**SECTION - XV**  
**FORM OF BANK GUARANTEE**

**I)**

(To be executed on a non-judicial **Stamp Paper of Rs. 300/-**)

**NOTE TO BIDDER**

ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

## EARNEST MONEY DEPOSIT

B.G. No. \_\_\_\_\_

Date : \_\_\_\_\_

THIS BANK GUARANTEE IS MADE AT \_\_\_\_\_ IN THE STATE OF GUJARAT, ON THIS  
\_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_

BY

**(Name of the Bank)**, a body corporate constituted by and under the \_\_\_\_\_  
\_\_\_\_\_ and having its head office at \_  
\_\_\_\_\_ and amongst other places, a branch office at  
\_\_\_\_\_ (hereinafter referred to as the  
"Bank", which expression shall, unless repugnant to the context and meaning thereof, be  
deemed to mean and include its successors and permitted assigns).

IN FAVOUR OF

GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LTD., a public company  
incorporated under the provisions of the Companies Act, 1956 and having its registered office  
at P.O. Narmadanagar - 392 015 District Bharuch, Gujarat (hereinafter referred to as  
"Company", which expression, unless repugnant to context thereof, shall be deemed to mean  
and include its successors and permitted assigns).

WHEREAS, the bidder..... (Name of contractor) company incorporated under the  
Companies Act, 1956/2013 and having its registered office at \_\_\_\_\_ (hereinafter called "the  
Bidder", which expression, unless repugnant to the context and meaning thereof, shall include  
its successors and permitted assigns) has submitted his tender dated ..... (date) for the  
work of ..... (name of work) (hereinafter called "the Tender") to GNFC

WHEREAS, under the terms of reference of the Tender, the Bidder is required to submit an  
Earnest Money in the sum of Rs. \_\_\_\_\_ (Rupees..... only), (EMD), by way of a  
Bank Guarantee as a condition precedent for participation in the said Tender which amount is  
liable to be forfeited on the happening of any contingencies mentioned in the Tender  
Document and the General Conditions of Contract.

Accordingly, at the request of the Bidder, the Bank has agreed to issue this Bank Guarantee  
towards the aforesaid sum of Rs.\_\_\_\_\_, which is payable by the Bidder to the Company,  
towards EMD under the reference Tender Document and the Company, has agreed to accept  
the same.

**NOTE TO BIDDER**

ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS  
TO BE GIVEN IN SCHEDULE OF DEVIATIONS

TENDERER'S SIGN, STAMP AND DATE:

KNOW ALL PEOPLE by these presents that the Bank are bound unto GNFC in the sum of Rs. .... (Rs. [in words] ..... ) for which payment well and truly to be made to the GNFC the Bank binds itself, his successors and permitted assigns by these presents.

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

THE CONDITIONS of this obligation are:

1. If after tender opening the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
2. If the contractor having been notified of the acceptance of his tender by GNFC:

(a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Contractor within 10 days from the , if required;

OR

(b) fails or refuses to furnish the Security Deposit Bank Guarantee, in accordance with the provisions of Tender Document and Instructions to contractor.

We undertake to pay to GNFC either up to the above amount or part thereof upon receipt of his first written demand, without GNFC having to substantiates his demand. This Bank Guarantee can be enforceable by being presented at any branch of the Bank.

This Guarantee will remain in force for a period of 120 days from the date of opening of Tender as such deadline is stated in the Instructions to contractor or as it may be extended by GNFC, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE .....  
BANK

SIGNATURE OF THE

WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)

II)

### IN LIEU OF SECURITY DEPOSIT

(To be executed on a non-judicial **Stamp Paper of Rs. 300/-**)

SECURITY DEPOSIT BANK GUARANTEE (SECURITY DEPOSIT)

#### NOTE TO BIDDER

ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS

TENDERER'S SIGN, STAMP AND DATE:

B.G. No. \_\_\_\_\_

Date : \_\_\_\_\_

THIS BANK GUARANTEE IS MADE AT \_\_\_\_\_ IN THE STATE OF GUJARAT, ON THIS  
\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BY

**(Name of the Bank)**, a body corporate constituted by and under the \_\_\_\_\_ and having its head office at \_\_\_\_\_ and amongst other places a branch office at \_\_\_\_\_ (hereinafter referred to as the "**Bank**", which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns).

IN FAVOUR OF

GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LTD., a public company incorporated under the provisions of the Companies Act, 1956 and having its registered office at P.O. Narmadanagar - 392 015 District Bharuch, Gujarat (hereinafter referred to as "**Company/GNFC**", which expression, unless repugnant to context thereof, shall be deemed to mean and include its successors and permitted assigns).

WHEREAS,

A. GNFC has awarded/ issued the Acceptance of Tender bearing No. dated \_\_\_\_\_ vide the Letter of Intent / Work Order bearing number \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "Project" / "Work") to M/s.

\_\_\_\_\_, a company/firm/ LLP incorporated/ registered under the \_\_\_\_\_ and having its administrative/ registered office at \_\_\_\_\_, (hereinafter referred to as "CONTRACTOR", which expression, unless repugnant to the context and meaning thereof, shall include its successors and permitted assigns) for the **PROJECT/WORK** duly accepted and acknowledged by the Contractor.

B. The Parties in furtherance to the same shall execute/ has executed an agreement bearing no. \_\_\_\_\_ (if applicable) detailing all the terms and conditions governing the Parties (hereinafter referred to as the "**Contract**").

C. Under the terms of the aforesaid Contract, the CONTRACTOR is required to submit a

NOTE TO BIDDER

ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

Bank Guarantee for a sum of Rs. \_\_\_\_\_, towards successful performance of its obligations under the aforesaid Contract.

- D. Accordingly, at the request of the CONTRACTOR, Bank has agreed to issue this Bank Guarantee towards the aforesaid sum of Rs. \_\_\_\_\_, as a Security towards Successful performance of their obligations under the Contract.

NOW THIS BOND WITNESSTH AND KNOW ALL MEN BY THESE PRESENTS THAT

1. The Bank hereby undertake to pay to GNFC an amount not exceeding Rs. \_\_\_\_\_ (Rupees..... Only) on demand by GNFC (hereinafter referred to as the "Guarantee").
2. We, .....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from GNFC stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. This Bank Guarantee can be enforceable by being presented at any branch of the Bank. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....only).
3. We, the said bank further undertake to pay GNFC any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, ..... (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of GNFC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of GNFC certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, ..... (indicate the name of the Bank) further agree with GNFC that GNFC shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by GNFC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any

**NOTE TO BIDDER**

ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS

TENDERER'S SIGN, STAMP AND DATE:

forbearance, act of omission on the part of GNFC or any indulgence by GNFC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, ..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of GNFC in writing.
8. This Guarantee shall be valid up to .....[Date of Validity], that includes a period of \_\_\_\_\_ months [term of contract] for the term of the Contract, unless extended on demand by GNFC and period of \_\_\_\_\_ [defect liability period]months towards the defect liability period —. [Please strike of this part towards Defect Liability if separate Performance Guarantee is to be executed] Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... ) and unless a claim in writing is lodged with us within three months of the date of expiry i.e. by date \_\_\_\_\_ or the extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.

Dated the .....day of .....for.....(indicate the name of the Bank)

DATE .....

SIGNATURE OF THE BANK

WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)

III)

### IN LIEU OF PERFORMANCE GUARANTEE

(To be executed on a non-judicial **Stamp Paper of Rs. 300/-**)

PERFORMANCE BANK GUARANTEE

#### NOTE TO BIDDER

ITEMS WHICH DEViate FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS

TENDERER'S SIGN, STAMP AND DATE:

B.G. No. \_\_\_\_\_

Date : \_\_\_\_\_

**THIS BANK GUARANTEE IS MADE AT \_\_\_\_\_ IN THE STATE OF GUJARAT, ON THIS**

**DAY OF \_\_\_\_\_, 20\_\_**

**BY**

**(Name of the Bank)**, a body corporate constituted by and under the \_\_\_\_\_

and having its head office at \_\_\_\_\_ and amongst other places, a branch office at \_\_\_\_\_ (hereinafter referred to as the “**Bank**”, which expression shall, unless repugnant to the context and meaning thereof, be deemed to mean and include its successors and permitted assigns).

IN FAVOUR OF

GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LTD., a public company incorporated under the provisions of the Companies Act, 1956 and having its registered office at P.O. Narmadanagar - 392 015 District Bharuch, Gujarat (hereinafter referred to as “**Company/GNFC**”, which expression, unless repugnant to context thereof, shall be deemed to mean and include its successors and permitted assigns).

WHEREAS,

A. GNFC has awarded/ issued the Acceptance of Tender bearing number \_\_\_\_\_ dated \_\_\_\_\_, vide the Letter of Intent/Work Order bearing number \_\_\_\_\_ (hereinafter referred to as the “**Project**”/ “**Work**”) and has executed an agreement bearing number \_\_\_\_\_ dated \_\_\_\_\_ with M/s.

\_\_\_\_\_, a company/firm/ LLP incorporated/ registered under the

\_\_\_\_\_ and having its administrative/ registered office at \_\_\_\_\_ (hereinafter referred to as “**CONTRACTOR**”, which expression, unless repugnant to the context and meaning thereof, shall include its successors and permitted assigns) for the **PROJECT**/ “**Work**” duly accepted and acknowledged by the Contractor on the terms and conditions set forth in the Contract Documents (hereinafter referred to as the “**Contract**”).

B. Under the terms of the aforesaid Contract, the **CONTRACTOR** is required to submit a Bank Guarantee for a sum of Rs.\_\_\_\_, towards successful performance of its obligations under the aforesaid Contract during the Defect Liability Period.

**NOTE TO BIDDER**  
ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

C. Accordingly, at the request of the CONTRACTOR, Bank has agreed to issue this Bank Guarantee towards the aforesaid sum of Rs.\_\_\_\_, as a Performance Guarantee towards successful performance of their obligations under the Contract during the Defect Liability Period.

NOW THIS BOND WITNESSTH AND KNOW ALL MEN BY THESE PRESENTS THAT

1. The Bank hereby undertake to pay to GNFC an amount not exceeding Rs. .... (Rupees..... Only) on demand by GNFC (hereinafter referred to as the "Guarantee").
2. We, .....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from GNFC stating that the amount claimed as required to meet the recoveries due or likely to be due from the said Contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. This Bank Guarantee can be enforceable by being presented at any branch of the Bank. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....only).
3. We, the said Bank further undertake to pay GNFC any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, ..... (indicate the name of the Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of GNFC under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in- Charge on behalf of GNFC certified that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
5. We, ..... (indicate the name of the Bank) further agree with GNFC that GNFC shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by GNFC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any

**NOTE TO BIDDER**

ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS

TENDERER'S SIGN, STAMP AND DATE:

forbearance, act of omission on the part of GNFC or any indulgence by GNFC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. We, ..... (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of GNFC in writing.
8. This Guarantee shall be valid up to \_\_\_\_\_ [Date of Validity], till the expiry of the Defect Liability Period of \_\_\_\_\_ [defect liability period] months as provided in the Contract Documents unless extended on demand by GNFC Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. .... (Rupees ..... ) and unless a claim in writing is lodged with us within three months of the date of expiry i.e. by **date** \_\_\_\_\_ or the extended date of expiry of this Guarantee all our liabilities under this Guarantee shall stand discharged.  
Dated the .....day of .....for.....(indicate the name of the Bank)

DATE .....

SIGNATURE OF THE BANK

WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)

IV)

**IN LIEU OF ADVANCE GUARANTEE**  
(To be executed on a non-judicial **Stamp Paper of Rs. 300/-**)

**ADVANCE BANK GUARANTEE**

B.G. No. \_\_\_\_\_

Date : \_\_\_\_\_

**THIS BANK GUARANTEE IS MADE AT \_\_\_\_\_ IN THE STATE OF GUJARAT, ON THIS**  
\_\_\_\_\_  
**DAY OF \_\_\_\_\_, 20\_\_**

**BY**

**(Name of the Bank)**, a body corporate constituted by and under the \_\_\_\_\_  
\_\_\_\_\_ and having its head office at \_\_\_\_\_ and amongst  
other places, a branch office at \_\_\_\_\_ (hereinafter referred to as the  
"**Bank/Surety**", which expression shall, unless repugnant to the context and meaning thereof,

**NOTE TO BIDDER**

ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

be deemed to mean and include its successors and permitted assigns).

IN FAVOUR OF

GUJARAT NARMADA VALLEY FERTILIZERS & CHEMICALS LTD., a public company incorporated under the provisions of the Companies Act, 1956 and having its registered office at P.O. Narmadanagar - 392 015 District Bharuch, Gujarat (hereinafter referred to as "**Company/GNFC**"), which expression, unless repugnant to context thereof, shall be deemed to mean and include its successors and permitted assigns).

WHEREAS,

- A. GNFC has awarded/ issued the Acceptance of Tender bearing number \_\_\_\_\_ dated \_\_\_\_\_, vide the Letter of Intent/Work Order bearing number \_\_\_\_\_ (hereinafter referred to as the "Project" / "Work") and has executed an Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ to M/s. \_\_\_\_\_, a company/firm/ LLP incorporated/ registered under the \_\_\_\_\_ and having its administrative/ registered office at \_\_\_\_\_, (hereinafter referred to as "CONTRACTOR" (which expression, unless repugnant to the context and meaning thereof, shall include its successors and permitted assigns) for the **PROJECT/ WORK** duly accepted and acknowledged by the Contractor.
- B. The Parties in furtherance to the same has executed /shall execute an agreement detailing all the terms and conditions governing the Parties (hereinafter referred to as the "**Contract**").
- C. Under the terms of the aforesaid Contract, the Contractor is required to furnish to GNFC a Security Bond in the form of a Bank Guarantee, in the form and manner acceptable to the Company for the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the amount of advance payment under the Contract and also for the refund of such advance payment, in the event that the Contractor fails to duly and faithfully provide, do, perform, execute, keep, fulfil, discharge, carry out all or any of its obligations and liabilities in respect of which such advance payment has been made, in time and manner as provided in the Contract and to the satisfaction of the Company and valid till the end of \_\_\_\_\_ months as described in the Contract and its acceptance by the Company in all respects.
- D. The Bank has at the request of the Contractor agreed to issue this Advance Guarantee as an irrevocable letter of Bank Guarantee in terms of the Contract, on behalf of the Contractor and the Company has agreed to accept the same.

**NOTE TO BIDDER**  
ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS

TENDERER'S SIGN, STAMP AND DATE:

NOW THIS BOND WITNESSETH AND KNOW ALL MEN BY THESE PRESENT THAT

1. The Bank hereby undertake to pay to GNFC an amount not exceeding Rs. .... (Rupees..... Only) on demand by GNFC (hereinafter referred to as the "Guarantee").
2. We, .....(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from GNFC stating that the amount claimed as required to meet the recoveries due or likely to be due from the said Contractor(s). This Bank Guarantee can be enforceable by being presented at any branch of the Bank. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. .... (Rupees .....only).
3. IT IS HEREBY STIPULATED AND AGREED that the Surety shall pay to the Company as aforesaid at the Registered Office of the Company, without any demur, dispute or objection forthwith on receipt of a written request from the Company notifying any breach, failure or default by or on the part of the Contractor in providing, doing, performing, executing, fulfilling, keeping or carrying out each and every obligations and liabilities as agreed to between the Contractor and the Company under the Contract in respect of which such advance payment has been made, or any loss or damage caused to or suffered by the Company by reason of any breach, failure or default by or on the part of the Contractor in providing, doing, performing, executing, fulfilling, keeping, or carrying out any, each and every of the obligations and liabilities under and on the terms and conditions of the Contract in respect of which such advance payment has been made. Such notification of any breach, failure or default on the part of the Contractor or as to the loss or damage caused to or suffered by the Company will be binding and conclusive upon the Surety and will not be called in question for whatsoever reason by the Surety and/or the Contractor.
4. NOW THE CONDITION OF THIS OBLIGATION IS THAT if the Contractor shall faithfully provide, do, perform, execute, fulfil, keep and carry out each and every of its obligations and liabilities, under the Contract in respect of which such advance payment has been made, in time and manner provided therein and to the satisfaction of the Company, and the Company shall certify that the obligations, liabilities, terms and conditions under the Contract in respect of which such advance payment has been made by the Company to Contractor have been fully and properly provided, done, performed, executed, fulfilled, kept and carried out by the Contractor and/or that the Contractor has repaid to the Company the full amount of such advance payment , and accordingly discharges this guarantee, then this obligations shall be null and void, otherwise the same shall remain in full force and effect.
5. The Company shall be at full liberty without reference to the Surety and without affecting the guarantee given hereunder to postpone for any time or from time to time

**NOTE TO BIDDER**

ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS

TENDERER'S SIGN, STAMP AND DATE:

the exercise of any of the powers and rights conferred on the Company under the Contract or to enforce or forbear from enforcing any such power and rights and the liability of the Surety hereunder shall not in any way be impaired or discharged by reason of any time being granted to the Contractor by the Company for the provision, doing, performance, execution, fulfilment, keeping and carrying out by the Contractor of all or any of its obligations and liabilities under the Contract or by reason of any forbearance, act or omission on the part of the Company, whether with or without the knowledge or consent of the Surety, nor it shall be necessary for the Company to sue the Contractor before suing the Surety for the recovery of the amount hereunder.

6. The rights of the Company to recover the amount of this Security Bond as aforesaid from the Surety in the manner aforesaid shall not be affected by reason of the fact that any dispute or disputes have been raised by the Contractor with regard to its obligations, liabilities or otherwise under the Contract.
7. The Guarantee herein contained shall not be determined or affected by the liquidation or winding up or insolvency of the Contractor and shall in all respects and for all intents and purposes remain in full force and effect and shall be binding and operative until payment of all moneys due to the Company hereunder.
8. This bond shall remain in full force and effect till and including the\_\_\_\_/20\_\_\_\_. Unless a claim or demand under this bond is filed with the Surety within six months from the date of expiry of this bond, i.e. by date all rights of the Company under this bond shall be forfeited, and the Surety shall be relieved and discharged from all liabilities hereunder.
9. It is further specifically agreed and undertaken that the Surety shall not revoke, cancel or terminate this guarantee at any time during its currency without the prior written consent of the Company.
10. Upon expiration of the term of validity, this bond shall be regarded as ineffective and may be returned to the Surety.
11. Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to : Rs.\_\_\_\_ ( Rupees \_\_\_\_\_only) Our Guarantee shall remain in force till\_\_\_\_\_.
12. Unless a claim under the Guarantee is made on us in writing within six months from the validity date all the rights of the beneficiary under the Guarantee shall be forfeited and the Surety will be relieved and discharged from all liabilities thereunder.

IN WITNESS WHEREOF the Surety hereto acting through its properly constituted representative, thereunto duly authorised, has caused this Security Bond to be signed and executed in its name and on its behalf and delivered on the day, month and year first hereinabove written.

NOTE TO BIDDER  
ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

DATE .....

SIGNATURE OF THE BANK

WITNESS .....

SEAL

(SIGNATURE, NAME AND ADDRESS)

### GENERAL DATA

1.

### FORM OF TENDER

(To be filled up by the  
Tenderer)

Serial No:

Date:

From

\_\_\_\_\_

\_\_\_\_\_

To,

Gujarat Narmada Valley Fertilizers &amp; Chemicals Ltd.

P.O- Narmadanagar -

392015 District:

Bharuch.

Dear Sirs,

#### NOTE TO BIDDER

ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

I/We have duly read, examined and understood the Tender Documents consisting of the Tender Notice, General Instructions to Tenderers, General Conditions of Contract, Special Conditions of Contract, Specification (Exhibit ..... to .....), Drawings (Exhibits ..... to .....), Time Schedule, Form of Contract, Form of Tender, Form of Schedule of Rates, and Addendum (if any) to the Tender documents. I/We have understood the provisions of the said Tender Documents and thoroughly studied the requirements relating to the Scope of Work tendered for \_\_\_\_\_. After duly examining and conducting a thorough study of the Job Sites involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facility, the availability and suitability of borough areas, the availability of land for right of way and temporary office and accommodation quarters and all other factors and facilities and things whatsoever necessary or relative to formulation of the tender and the performance of Scope of Work, I/We hereby submit our tender offer for the performance of proposed Scope of Work in accordance with the terms and conditions and within the time both mentioned in the Tender Documents at the rate, so quoted by me / us in the accompanying Schedules of Rates based on the Form of Schedule(s) of Rates included within the Tender Documents and thus have arrived at total Contract value of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) based on an application of the rates tendered in the accompanying Schedule(s) of Rates to the relative quantities indicated in the Form of Schedule(s) of Rates forming part of the Tender Documents.

If the Scope of Work or any part thereof is awarded to me/ us, I / we undertake to perform the Scope of Work in accordance with the Contract Documents as defined in the Form of Contract forming part of the Tender Documents. We undertake to accept the terms and conditions of Contract as laid down therein and undertake within 10(ten) days of receipt of Acceptance of Tender to deposit with Gujarat Narmada Valley Fertilizers & Chemicals Ltd., a sum which, together with the amount of earnest money deposited by me/us in terms hereof, shall make 7% (seven percent) of the Total Contract Value as specified in the Acceptance of Tender for the purpose of- security deposit by any one or more of the modes of payments specified in this behalf in the General Conditions of Contract, and to commence Scope of Work at each Job Site(s) involved within ten (10) days of handing over the Job Site or any part thereof to me/ use, and to sign the formal Agreement in terms of the Form of Contract forming part of Tender Documents, within 10(ten) days of

NOTE TO BIDDER  
ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

receipt of Letter of Acceptance from Gujarat Narmada Valley Fertilizers & Chemicals Ltd. in this behalf failing which Gujarat Narmada Valley Fertilizers & Chemicals Ltd. shall be at liberty without further reference to me / us and without prejudice to and of its rights or remedies as available to GNFC rescind our Tender and/or terminate the Contract, as the case may be and / or forfeit the Earnest Money and Security Deposit amounts, as the case may be, deposited in terms hereof.

I/We undertake to keep this tender offer open for a period of not less than 4(four) months from the Scheduled date of opening of tenders as specified in the General Conditions of Contract forming part of the Tender Documents.

I / We have annexed to this tender the following documents:

- i. Schedule of Rate in the Prescribed form;
- ii. Duly executed authorization in the form of an Original Power of Attorney, board resolution or other proof of authority of the person who has signed the tender duly attested by a Gazetted Officer.
- iii. Information regarding tenderer in the Form of Tender annexed herewith as Schedule \_\_\_\_.
- iv. Information regarding experience of work of comparable nature in the Form of Tender annexed herewith as Schedule \_\_\_\_.
- v. Information regarding construction organisation and equipment in the Form of Tender annexed herewith as Schedule \_\_\_\_;
- vi. Solvency Certificate from a Nationalised / Scheduled Bank;
- vii. Set of Tender Documents as issued, duly signed and stamped by the Tenderer on each page in case of Physical Tender and digitally signed by the Tenderer using

NOTE TO BIDDER  
ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

Digital Signature; for inquiries send through GNFC's e-tender portal, SAP portal, or any other digital portal, signed and scanned copy to be uploaded.

viii. GST Compliance Document (GST Annexure can be accessed from the following link: [www.gnfc.in](http://www.gnfc.in) --> Tenders --> Annexures --> Material Management Department).

ix. Any additional documents as listed below :

\_\_\_\_\_

\_\_\_\_\_

I/We hereby undertake that the statements made herein and the information given in the Annexure(s) referred to above true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be constituted to be misrepresentation entitling Gujarat Narmada Fertilizers & Chemicals Ltd. to avoid any resultant Contract.

I / We further undertake as and when called upon by Gujarat Narmada Valley Fertilizers & Chemicals Ltd., to produce for its inspection, original(s) of the documents(s) of which copies have been annexed hereto.

I/We confirm having deposited Earnest Money of Rs..... (Rupees \_\_\_\_\_) as detailed hereunder: (Strike off whichever is not applicable)

a) By demand draft no. .... dt ..... drawn  
on.....

Bank ..... Branch attached hereto.

b) By RTGS/NEFT bearing transaction number \_\_\_\_\_ dated \_\_\_\_\_.

c) Bank Guarantee No. .... from..... Bank..... Branch  
dated this

..... day of..... of 20....

**NOTE TO BIDDER**  
ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

I/We hereby agree to and accept, the terms and conditions laid down in the memorandum below in respect of security deposit, completion time, liquidated damages retention money etc.

### MEMORANDUM

- (a) Security Deposit : 7% of the Total Contract Value to be paid in manner set out in Clause 17 of the General Conditions of the Contract.
- (b) Time of Completion: ..... weeks / months (to be reckoned from date of receipt of notification of Acceptance of Tender)
- (c) Amount of Liquidated: Max. 10% of Total Contract Value.  
Damages
- (d) Defect Liability Period: 12 months from the date of completion of the Works specified in the completion certificate.
- (e) Minimum amount of : \_\_\_\_\_  
Interim Certificated
- (f) Time within which: .  
payment to be made  
after Interim Certificate

Witness (Signature):

Yours faithfully

Name in Block Letters:

Address:

Occupation:

**NOTE TO BIDDER**  
ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

(Signature(s) of the Tenderer(s))

Name & Designation of authorised person signing

the Tender on behalf of the Tenderer(s):

Full Name and Address of the Tenderer(s)

2.

## INFORMATION ABOUT TENDERERS

(To be furnished with Tender)

1. In case of Individual

1.1 name of business:

1.2 Whether his business :

1.3 Date of commencement of business :

1.4 Whether he pays Income Tax over Rs. 10000/- per year:

2. In case of Partnership

2.1 Name of partners:

2.2 Whether the partnership is registered:

2.3 Date of establishment of firm :

2.4 If each of the partners of the firm pay income tax over Rs. 10000/- a year and if not, which of them pays the same.

3. In case of Limited Liability Company or Company Limited by Guarantees

3.1 Amount of paid up capital :

3.2 Name of Directors :

3.3 Date of Registration of Company :

3.4 Copies of the Balance Sheet of the Company of the last two years :

3.

## EXPERIENCE QUESTIONNAIRE

(To be furnished with Tender)

### NOTE TO BIDDER

ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:

The Tenderer has completed the following similar projects in the last five years

S. No.	Type/Nature of Project	Project Owner & Address	Value	Scheduled Time Limit	Actual time of Completion of Project	Year of Completion	Any other Details

Signature of Tenderer

Name & Address of the

Tenderer

4.

### EQUIPMENT QUESTIONNAIRE

(To be furnished with Tender)

The Tenderer shall specify in the form given below the list of equipment owned by the tenderer which shall be used for the Scope of Work if awarded to the tenderer.

S. No.	Type	Number	Make Capacity	Location	Owner

#### NOTE TO BIDDER

ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)

TENDERER'S SIGN, STAMP AND DATE:



Signature of Tenderer  
Name & Address of the  
Tenderer

NOTE TO BIDDER  
ITEMS WHICH DEVIATE FROM GCC SHOULD BE MARKED WITHIN ASTERISK(\*) (DETAILS  
TO BE GIVEN IN SCHEDULE OF DEVIATIONS

TENDERER'S SIGN, STAMP AND DATE: