



MINI GENERAL CONDITIONS OF CONTRACT

MINI GENERAL CONDITIONS OF CONTRACT



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



MINI GENERAL CONDITIONS OF CONTRACT

Sr. No.	Section	Mini General Conditions of Contract	Page No.
1.	I.	Introduction	1
2.	II.	Definitions and Interpretation	1
3.	III.	General Instructions to the Tenderers	4
4.	IV.	Security Deposit	6
5.	V.	General	8
6.	VI.	Materials, Labour, Equipment and Facilities	11
7.	VII.	Performance of Works	13
8.	VIII.	Inspection and Testing	15
9.	IX.	Measurements and Payments	17
10.	X.	Termination	25
11.	XI.	Miscellaneous	26
12.	XII.	Resolution of Disputes	29

SECTION - I

INTRODUCTION

1.	Introduction	
	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 - 392015, 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 Scope of Work, upon the terms and conditions provided therein.

SECTION - II

DEFINITIONS AND INTERPRETATION

2.	Definitions	
	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.	" Acceptance of Tender " shall mean the acceptance of the Tender issued by GNFC to the Contractor in writing.
	2.1.2.	" Agreed Variation " shall mean the statement of agreed variation annexed to the Acceptance of Tender or a further Amendment annexed to the Contract, forming part thereof.
	2.1.3.	" Contract " shall be derived from the totality of the agreements between the parties including but not limited to the Tender Documents, the Mini 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 may be executed between the authorised representative of the Contractor and GNFC.
	2.1.4.	" Contract Documents " shall include but shall not be limited to the which shall include but not limited to the Agreement, the Tender Documents, the Mini 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 may be executed between the authorised representative of the Vendor and GNFC.
	2.1.5.	" Contractor " shall mean the Tenderer finally selected by GNFC and awarded the Contract for the performance of the Scope of Work and shall include the successors and permitted assigns of the Contractor.

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE:

	2.1.6.	" Completion Certificate " shall mean the Completion Certificate issued by the Engineer-in- Charge within the provisions of Clause 36 hereof.
	2.1.7.	" Defect Liability Period " shall mean the defect liability period as specified in the Agreement and in all other cases it shall be as provided in clause 36.2 of this Mini GCC .
	2.1.8.	" Digital Signature " shall mean the Class II or above category Digital Signature Certificate issued by authorised certification agency or e-signing using Aadhaar
	2.1.9.	" Earnest Money " 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.
	2.1.10.	" Engineer-in-Charge " 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/ execution of the Contract.
	2.1.11.	" Force Majeure " 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.
	2.1.12.	" Job Site " 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.
	2.1.13.	" Mini GCC " shall mean this Mini General Conditions of Contract
	2.1.14.	" Running Account Bill " shall mean a Bill for payment on account monies to Contractor in terms of Clause 41 & related Clauses there under.
	2.1.15.	" Security Deposit " shall mean the deposit as specified in Clause 10 of this Mini GCC hereof and associated Clauses there under.
	2.1.16.	" Schedule of Rates " shall mean the accepted schedule of rates annexed to Acceptance of Tender or provided in the Work Order, as the case may be, and shall include any remuneration payable to Contractor for any Scope of Work, determined in accordance with conditions herein.
	2.1.17.	" Scope of Work " shall mean the performance of the entire work to be carried out by the successful bidder as by expression or implication,

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE:

			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
		2.1.18.	"Sub-Contractor" 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.
		2.1.19.	"Site Engineer" 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.
		2.1.20.	"Specifications" shall mean the standard specifications for materials & Works as specified by the GNFC or as amplified, added to or superseded by Special Specifications, if any.
		2.1.21.	"Total Contract Value" shall up to calculation of the entire remuneration due to the Contractor in terms of the Contract on successful completion of the Scope of 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 Scope of Work, including but not limited to the Goods and Service Tax, as levied.
		2.1.22.	"Tender Documents" shall include the following: <ul style="list-style-type: none"> i. Tender Notice. ii. General instructions to the Tenderers. iii. Special Conditions of Contract. iv. Mini General Conditions of Contract. v. GST Compliance Document vi. Specifications, Plans & Drawings (if any). vii. Time Schedule. viii. Form of Tender. ix. Form of Schedule of Rates. x. Addendum / Addenda to Tender Documents.
		2.1.23.	"Tender Notice" shall mean the notice inviting bidders for participating in the tender with respect to Scope of Work.
		2.1.24.	"Tenderer" / "Bidder" shall mean the person/ firm/ co-operative or company/ organization whether incorporated or not, who participate and quotes in view of the Tender Notice issued by GNFC and shall

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE:

		include their personal representatives, successors and permitted assigns.
	2.1.25.	“Works” shall mean the product(s) of the Scope of Work.
	2.1.26.	“Work Order” 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 Mini 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.	Interpretation	
3.1.	All headings of the Clauses in this Mini 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.	
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 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.	
3.4.	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 Mini General Conditions of Contract.	

SECTION - III

GENERAL INSTRUCTIONS TO THE TENDERERS

4.	GENERAL INSTRUCTIONS:	
4.1.	Every tender can be either filed in physical manner (“Physical Tender”) or through electronic mode (“E-Tender”) which should be signed through Digital Signatures of the Tenderer, as specified by GNFC in the Tender Document. For inquiries send through GNFC’s e-tender portal, SAP portal , or any other digital portal, signed and scanned copy to be uploaded.	
4.2.	GNFC reserves the right to reject, accept, prefer, or split any tender or reduce the tendered item and/or quantity at its sole and absolute discretion and without assigning any reason whatsoever.	
4.3.	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.	

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


TENDERER'S SIGN, STAMP AND DATE:

	4.4.	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 over-writing shall be permissible.	
	4.5.	Signing of Tender:	
	4.5.1.	The tender should be duly signed and stamped by the Tenderer on each page.	
	4.5.2.	The person signing the tender shall also state his capacity and also the source of his authority to bind the Tenderer.	
	4.6.	Disqualification: 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.	
5.	QUOTATIONS		
	5.1.	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.	
	5.2.	The prices quoted shall be exclusive of taxes/duties as provided for in respect of the Schedule of Rates and GNFC shall not entertain any claim(s) for enhancement of the price(s) quoted on any account whatsoever.	
6.	EARNEST MONEY		
	6.1.	The Tenderer shall, as a condition precedent for the consideration of the tender, deposit the interest free amount of Earnest Money as specified in the Tender Notice, in the manner specified therein, for the due performance with the stipulation to keep the offer open till such date as specified in the Tender, under the conditions of Tender.	
	6.2.	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 by GNFC. Provided however that such demand draft/payment confirmation slip/EMBG should reach the tender issuing authority in original before the bid opening date along with Tender Documents.	
	6.3.	The tender is liable to be rejected for failure to deposit Earnest Money in the manner aforesaid and/or for failure to furnish proof of having deposited Earnest Money, along with the tender.	
	6.4.	The Earnest Money of the unsuccessful tenderer(s) shall be refunded without interest or the EMBG shall be returned, only after the Work Order is issued and accepted by successful Tenderer, within a reasonable time and in no case later than	

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

TENDERER'S SIGN, STAMP AND DATE:

		120 (one hundred and twenty) days from the date the Work Order is issued to successful bidder.
	6.5.	It shall be understood that the Tender Documents have been issued to the Tenderer and the Tenderer is permitted to participate in tender in consideration of stipulation on his part, that after submitting his tender he will not resale from his offer or modify the terms and conditions thereof in a manner not acceptable to GNFC. Should the Tenderer fail to observe or comply with the said stipulation, the Earnest Money Deposit shall be liable to be forfeited.
	6.6.	The Earnest Money Deposit of a successful Tenderer shall be retained as a part of security for the due and faithful fulfillment of the contractual obligations by the successful Tenderer.
	6.7.	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 : <div><div>(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</div><div>(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</div></div> 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
7.	SIGNING OF THE CONTRACT: The successful Tenderer shall be required execute a formal Contract in accordance with the Form of Contract within (10) ten days of the date of receipt of Letter of intent/Work Order sent by GNFC, failing which GNFC reserves its right to select another Tenderer, as deemed appropriate by GNFC (including at higher rates) at the risk, cost and consequences of successful Tenderer.	
SECTION - IV <u>SECURITY DEPOSIT</u>		
8.	BANK GUARANTEE	
	8.1.	A bank guarantee shall be from a bank as identified in the List of RBI Schedule Public Sector Bank and Scheduled Private Sector Banks in the prescribed form as provided by GNFC. Bank guarantees from co-operative banks/ non-scheduled banks are not acceptable.
	GENERAL	
<div><div><div>NOTE TO BIDDER ITEMS WHICH DEVIATE FROM MINI GCC SHOULD BE MARKED WITHIN ASTERISK(*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)</div></div><div>TENDERER'S SIGN, STAMP AND DATE:</div></div>		

		MINI GENERAL CONDITIONS OF CONTRACT	Page 7 of 30
9.	9.1.	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.	
	9.2.	All bank guarantees/Security Deposit to be furnished to GNFC shall be rounded up to next thousand rupees.	
10.	SECURITY DEPOSIT		
	10.1.	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.	
	10.2.	Security Deposit shall be in the form of either in a Demand Draft executed in favour of GUJARAT NARMADA VALLEY FERTILIZERS AND CHEMICALS 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 by GNFC for the purpose of Security Deposit	
	10.3.	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. 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. 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 Mini GCC.	
	10.4.	Right of GNFC to forfeit Security Deposit: 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	
NOTE TO BIDDER ITEMS WHICH DEVIATE FROM MINI GCC SHOULD BE MARKED WITHIN ASTERISK(*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)			TENDERER'S SIGN, STAMP AND DATE:

demand any balance remaining due.

10.5.

ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED

In any case of breach committed by the Contractor, 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 all such expenses, including but not limited the cost of labour, cost of tools and plants and equipment charges, 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 and award balance unexecuted work to another Contractor All the payment made for the unexecuted balance work shall be back-charged to the Contractor as per the certification of Engineer-In-Charge. Such amount shall be recovered from Contractor 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.

SECTION - V **GENERAL**

11.

INTERPRETATION OF CONTRACT DOCUMENTS:

11.1.

The various Contract Documents forming the Contract are to be read together as a whole and are to be taken as mutually explanatory.

11.2.

Should there be any doubt and ambiguity in interpretation of Contract Documents or error, omission or contradiction therein or in any of them, the 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.

11.3.

The decision of the Engineer-in-Charge on any application 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.

11.4.

Works executed at Variance of the decision of Engineer-in-Charge

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE:

		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 in terms hereof.
	11.5.	In case of contradiction / conflict, the order of precedence shall be in the order as per below; <ul style="list-style-type: none"> a. Signed Agreement and its subsequent Amendments, if any, b. Amendments/Clarifications/Corrigenda/Errata etc., if any, issued in respect of the tender before award of work. c. GST Annexure d. Mini General Conditions of Contract e. Tender Notice
12.	PLANS & DRAWINGS TO BE FURNISHED BY GNFC:	
	12.1.	It shall be the exclusive responsibility of the Contractor to call upon GNFC for, to pursue and obtain from GNFC, detailed plans and drawings as and when required by the Contractor, from GNFC for the proper execution of the Scope of Work or any particular item or job therein as and when required. 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.
	12.2.	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.
13.	PLANS, DESIGNS AND DRAWINGS TO BE FURNISHED BY CONTRACTOR	
	13.1.	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/Work Order 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.
14.	ALTERATION/AMENDMENT IN DESIGNS, PLANS, DRAWINGS, SPECIFICATIONS ORDERS AND INSTRUCTIONS	
	14.1.	Notwithstanding the above provisions, the Engineer-in-Charge shall be entitled by way of a written notice to the Contractor, at any time prior to or in the course of execution of the Scope of Work and any part thereof, to alter or amend the specifications, orders and/or instructions or any of them by addition, omission,

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE:

		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 works 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.
	14.2.	If such alteration or amendment shall, in the opinion of the Contractor necessitate an extension in the time for completion, the same should be discussed with the Engineer-in-Charge and to be agreed upon in writing.
	14.3.	No compensation on account of additions / alterations: 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), 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.
15.	ALTERATION IN THE SCOPE OF WORK:	
	15.1.	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 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.
	15.2.	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 28 hereof and associated Clauses with regard to the extension of time shall apply, with the consent of GNFC.
16.	QUANTITIES OF WORK	
	16.1.	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.
17.	CANCELLATION OF CONTRACT	
	17.1.	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 has become 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.

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

TENDERER'S SIGN, STAMP AND DATE:

17.2. The Contractor shall not be entitled to any compensation, whatsoever, in addition to the payment for the work actually performed by the Contractor calculated on the basis of the Schedule of Rates notwithstanding that such alteration may have resulted in a reduction in the total quantities or value of the work involved.

18. **SUSPENSION OF WORK**

18.1. The Engineer-in-Charge may at any time(s), in its discretion, temporarily suspend the Scope of Work or any part thereof, by notice to the Contractor, in writing, for such period(s) as Engineer-in-Charge may deem fit, the decision of the Engineer-in-Charge 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 it receives written order from the Engineer-in-Charge to resume and proceed with the Scope of Work suspended or any part thereof.

18.2. The Contractor shall not be entitled to claim compensation for any loss or damage sustained by it 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

19. **GNFC's Right to take part of Works:**

19.1. 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 Scope of Work, 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

20. **CONTRACTOR'S RESPONSIBILITY:**

20.1. Notwithstanding anything to the contrary in the Contract Documents expressed or implied the Contractor shall be and remain at all times exclusively responsible to provide all materials, labour, equipment, machinery and facilities and other items and things whatsoever required for or in connection with the performance of the Scope of Work, including but not limited to those indicated by expression

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE:

		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 performance of the Scope of Work.
21.	MATERIALS:	
	21.1.	Material supplied by the Contractor shall conform to the Specifications and /or ISI standards, as the case may be and shall be suitable for the purpose for which they are required.
	21.2.	Without prejudice to the provisions hereinabove, GNFC shall have the right, at its sole discretion in the interest of the 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(s) for use in the work to be executed under the Contract, on its usual terms and conditions which will be furnished to the Contractor selected for this Scope of Work on demand.
22.	POWER, WATER AND OTHER FACILITIES:	
	22.1.	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.
23.	POWER SUPPLY:	
	23.1.	Without prejudice, GNFC may at its discretion supply electric power on chargeable basis, to the Contractor at the prescribed rates along with additional taxes as applicable, for the Scope of Work from the nearest available point/sub-station, from which source the Contractor shall avail the same at his own cost The Contractor shall provide, at his own cost, suitable electric meters approved by the Site Engineer, for measurement of the units of power consumed by the Contractor, for determination of the payment due thereon to GNFC. Such meters shall be under the custody and control of the Owner. 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.
24.	WATER SUPPLY	
	24.1.	Without prejudice, GNFC may, subject to availability, supply water, free of cost to the Contractor. However, Contractor shall arrange for necessary piping/ pumping etc. to collect water from GNFC's source of supply.

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE:

25.

LABOUR, MACHINERY & EQUIPMENT:

25.1.

If during the execution of the Scope of Works, GNFC shall for any cause find it necessary to do so, GNFC 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 various items. 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.

SECTION - VII
PERFORMANCE OF WORKS

26.

GENERAL

26.1.

All works shall be performed and executed by the Contractor in strict conformity with the job description specifications, 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 from time to time.

26.2.

The Engineer-in-Charge, or any other authorised personnel on behalf of GNFC 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, and/or revise or revoke any orders or instructions previously issued, and the Contractor shall, subject of the following Clause, obey and/or abide thereby.

26.3.

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.

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE:

27.	CONDITIONS FOR WORK	
28.	TIME FOR COMPLETION	
29.	SAFETY CODE	
30.	LIQUIDATED DAMAGES	
31.	REPORT AND RECORDS	
32.	EXECUTION OF THE SCOPE OF WORK:	
	27.1.	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, or on Sundays and holidays, however, the prior permission for working overtime or in shifts or on holidays shall be obtained by him from Engineer-in-Charge.
	28.1.	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 or the Work Order as the case may be.
	29.1.	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.
	30.1.	If there is any delay in the completion of the Scope of Work at any Job Site or specific work in respect of which a separate progress schedule has been established, beyond the date for the final completion of the Scope of Work, at the job site as stipulated in the progress schedule, the Owner shall (without prejudice to any other rights of Owner in this behalf) be entitled to liquidated damages for the delay at 1 % (one percent) of the total Contract value for each week for which the work remains incomplete beyond the schedule date of final completion for the work or works as the case may be, 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.
	31.1.	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- Charge or Site Engineer shall or may require the Contractor to keep and/or maintain from time to time.
	32.1.	Should the Engineer-in-Charge at any stage (notwithstanding that the time for completion of the relative Scope of 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 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

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE:

in the adherence to specification, or in the omission, neglect or failure to do, perform, complete or finish Scope of Work or part thereof, or for any other cause whatsoever) the Engineer-in-Charge 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 (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 any part thereof departmentally.

33. SUB-CONTRACTS

33.1. 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.

SECTION - VIII INSPECTIONS AND TESTING

34. INSPECTIONS AND TESTING OF MATERIALS:

34.1. 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.

34.2. The Contractor shall at all times ensure highest standards of workmanship relative to the Works, to the satisfaction of GNFC.

34.3. **Contractor responsible for Test:**
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, piping, material or component as shall be required in terms of Contract

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

TENDERER'S SIGN, STAMP AND DATE:

		documents or by the Engineer-in-Charge, such tests to be conducted through agency(ies) specified or approved by the Engineer-in-Charge in this behalf.
	34.4.	Inspection or Test Approval shall not absolve the Contractor: Notwithstanding anything provided in afore going Clauses hereof and notwithstanding that the Engineer in Chief 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.
	34.5.	Should the Engineer-in-charge on inspection or test be not satisfied with the quality or 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.
35.	FINAL ACCEPTANCE TEST & POSSESSION OF WORKS:	
	35.1.	After completion of the Scope of Work, the Contractor shall carry out the final acceptance test of the work done at his cost and risk in presence of Engineer-In-Charge or his representative. In case the Engineer-In-Charge is not satisfied with the test performance, he may instruct the Contractor to rectify the defect in the work done at the sole cost and expense of the Contractor.
	35.2.	Site Clearance: On acceptance of final test work, Contractor shall clear the Job Site of all scaffolding, wiring, pipes, surplus material and temporary structures, debris, wastage, site office for supports etc. provided for the performance of Scope of Work.
36.	COMPLETION CERTIFICATE	
	36.1.	Upon the satisfactory completion of Scope of Work, the Contractor shall be entitled to obtain clearance certificate from Engineer-In-Charge in respect of the entire Scope of Work of the Works at any Job Site to the effect that the Contractor has discharged all his obligations under the Contract. The Contractor shall submit all such documents as may be sought by GNFC from the Contractor.
	36.2.	DEFECT LIABILITY PERIOD: Defect Liability Period for Works unless otherwise specified shall be 12(twelve) months from the actual date of completion as per the Completion Certificate for the defects, deficiencies and/or workmanship of the work, notwithstanding that such work has been accepted by GNFC. 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

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

TENDERER'S SIGN, STAMP AND DATE:

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 same shall be a breach of the terms of the Mini GCC hereof.

SECTION - IX MEASUREMENT AND PAYMENTS

37. FINAL MEASUREMENTS:

- 37.1. Immediately on completion of Scope of Work or any portion or section thereof or as per instruction of Engineer-In-Charge, Contractor shall arrange for the joint measurements with the Engineer-In-Charge or his authorized representative. Bills shall be accepted only if the certified measurements are enclosed with the bills.
- In the event of the mode of measurement being not provided for by Contract documents in respect of any item of the work, such item of work shall be measured in accordance with the Indian Standard specification No. 1200 (latest edition) and in the event of such item not being covered by the said Indian standard specification, 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.

38. DIFFERENCE OR DISPUTE ON SCHEDULE OF RATES:

- 38.1. 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, 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 Engineer-In-Charge on the applicable item(s) of the schedule of rates shall be final and binding upon the Contractor.

39. FINAL BILL:

- 39.1. On the basis of the final measurements entered in the measurements book/ Sheets as decided by the Engineer-in-Charge, the Contractor shall prepare the final bill, which shall be 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:
- (i) Completion Certificate
 - (ii) No objection Certificate from the Human Resource department for labour law compliances.
 - (iii) No objection Certificate from the Security department for security compliances, returning of gate pass, etc.

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

TENDERER'S SIGN, STAMP AND DATE:

		<p>(iv) No Claim Certificate.</p> <p>(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.</p> <p>Such other additional documents as required by GNFC in writing.</p>
	39.2.	<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>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>
	39.3.	<p>All monies payable under the Contract shall become due and payable to the Contractor only after submission to GNFC of the Final Bill and associated provisions hereunder accompanied by the Completion Certificate in respect of the Scope of Work.</p>
	39.4.	<p>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. 39.1</p>
	39.5.	<p>All payment of undisputed amounts due to the Contractor on the Final Bill shall be subject to:</p> <ul style="list-style-type: none"> (i) Recoveries of the amount due and payable by the Contractor to GNFC, which has not been already paid; (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.
	39.6.	<p>The rates stated in the Schedule of Rates shall not be subject to escalation increase any account whatsoever.</p>
40.	TAXES	
	40.1.	<p>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</p>
<p><u>NOTE TO BIDDER</u> ITEMS WHICH DEVIATE FROM MINI GCC SHOULD BE MARKED WITHIN ASTERISK(*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)</p>		
		<p>TENDERER'S SIGN, STAMP AND DATE:</p>

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 all applicable central, state, municipal, local laws and regulations and requirements of any central, state or local governmental agency or authority.

40.2. Timely provision of invoices/Debit Note/Credit Note/Other applicable documents.

40.2.1. 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 and Income Tax Act to enable GNFC to claim/avail tax benefit/credit within timeline and ensure that GNFC must be able to claim ITC [Input Tax Credit] as well as allowance as expenses under the Income Tax Act as per applicable provisions & restrictions thereof. Any loss of input tax credit as well as disallowance under Income Tax Act due to late submission of invoice/Debit Note/Credit Note/ other applicable documents, shall be borne by the Contractor.

40.2.2. 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.

40.2.3. 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.

40.2.4. 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.

40.2.5. 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.

40.2.6. 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

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

TENDERER'S SIGN, STAMP AND DATE:

			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.
	40.3.	40.3.1.	Without prejudice to anything stated herein all the requirements of applicable GST Compliance Document (The GST Annexure can be accessed from the following link: www.gnfc.in --> Tenders --> Annexures --> Material Management Department) shall be complied with by the Contractor.
	40.4.	Manner of issue of Invoice	
		40.4.1.	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 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.
		40.4.2.	Contractor shall be responsible to issue documents required for movement of goods (such as tax invoice, delivery challan, e-way bill, e-invoice etc.) and the 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.
		40.4.3.	Where the supply of goods/ services is 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.
		40.4.4.	The invoice should clearly specify abatement, if any claimed or otherwise from the Taxable Value while calculating the GST.
		40.4.5.	Tax invoice is to be issued and signed by the supplier as per applicable GST Law provisions and other extant laws.
		Tax Indemnification	

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE:

	40.5.	40.5.1.	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.
		40.5.2.	The Contractor shall give a declaration/ self-certificate, along with documentary proofs, stating that taxes which have been collected/ with-held 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 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.
		40.5.3.	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.
	40.6.	Anti-Profiteering:	
		40.6.1.	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.

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE:

		40.6.2.	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.
	40.7.	Miscellaneous	
		40.7.1.	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;
		40.7.2.	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;
		40.7.3.	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).
		40.7.4.	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;
		40.7.5.	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.
		40.7.6.	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.
		40.7.7.	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.

NOTE TO BIDDER

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


TENDERER'S SIGN, STAMP AND DATE:

		40.7.8.	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 Contract term.
41.	ON ACCOUNT PAYMENT		
	41.1.	Without prejudice to the provisions of Clause 39.3 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.	
	41.2.	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 triplet 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.	
	41.3.	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 41.2 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. 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).	
	41.4.	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.	
	41.5.	No claim of the Contractor for any extra item executed by it shall be entertained unless prior approval of the Engineer-In-Charge has been obtained by the Contractor before executing such extra item. All claims for such approved extra items shall be settled at the time of final bill only and no "on account" payment shall be made for such extra items.	
	41.6.	All payment of undisputed amounts due to the Contractor shall be subject to: (i) Recoveries of the amount due and payable by the Contractor to GNFC, which has not been already paid;	

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE:

	MINI GENERAL CONDITIONS OF CONTRACT	Page 24 of 30
		<p>(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.</p>
42.	MODE OF PAYMENT:	
	42.1.	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. If the payment is made by the cheque it will be sent to the registered office of the Contractor or other office notified in this behalf by the Contractor. All cheques drawn shall payable at the office of the Owner's bankers and in no case shall the Owner be responsible if the cheque is mislaid, misappropriated or otherwise lost or stolen.
43.	MODE OF RECOVERIES:	
	43.1.	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 Mini 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.
44.	DISCHARGE OF GNFC'S LIABILITY:	
	44.1.	The acceptance by the Contractor of any amount paid by GNFC to the Contractor in respect of the final dues of the Contractor 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, 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, hereof stand discharged and extinguished.
45.	CLAIMS OF GNFC:	
	45.1.	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.
NOTE TO BIDDER ITEMS WHICH DEVIATE FROM MINI GCC SHOULD BE MARKED WITHIN ASTERISK(*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)		TENDERER'S SIGN, STAMP AND DATE:

SECTION - X TERMINATION

- | | |
|-----|---|
| 46. | Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy as available to GNFC, it shall have right to terminate the Contract, without notice and forfeit any or all amount due or may become due to the Contractor including Security Deposit in case of failure on the part of Contractor to do, keep, carry out or discharge all or any part of the Scope of Work/s or obligation/s required to be done, kept, carried out or discharged by the Contractor in terms of the Contract. |
| 47. | Notice of Termination: 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. |
| 48. | Owner's right to complete the Scope of Work at the cost and consequence of Contractor: Upon termination of the Contract, GNFC shall be entitled, at the risk and expense of the Contractor, to complete to its entirety 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 and/or the difference between the amounts as would have been payable to the Contractor in respect of the Scope of Work, 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. |
| 49. | No payment upon Termination: 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. |

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE:

SECTION - XI MISCELLANEOUS

- | | | |
|-------|---|--|
| 50. | PERSONAL ACTS AND LIABILITIES: | |
| 50.1. | No director, officer, members, employee, consultants, trustees, representative, agent or affiliates and / or employees / of GNFC shall anyway be personally bound or 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. | |
| 50.2. | Contractor /shall confirm the year end balance as on 31 st March 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. | |
| 51. | GOVERNMENT REGULATION: | |
| 51.1. | 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. | |
| 52. | LABOUR LAWS AND REGULATION: | |
| 52.1. | 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. | |
| 52.2. | The Contractor and Sub-Contractor(s) of the Contractor shall obtain from authority(ies) designated in this behalf under any applicable law, rule or | |

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

TENDERER'S SIGN, STAMP AND DATE:

		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 within 07 (seven) days from the date of receipt of the Work Order / Agreement.
	52.3.	Nothing in the Contract document stated shall any wise 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.
53.	SAFETY REGULATION, ACCIDENT AND DAMAGE:	
	53.1.	The Contractor shall be responsible at his own cost in and relative to performance of the Scope of Work and Contract, 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).
54.	INDEMNITY AND INSURANCE:	
	54.1.	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 of the provisions of clause 11.2, 11.3 and 11.5 and/or against any claim, action or demand by any workman/employee of the Contractor or any of his Sub-Contractor/s and/or from any liability anywise to any workman/employee of the Contractor or any of his sub-Contractor/s under any law, rule or regulation having the force of law, including but not limited to claims against GNFC under the Employee's Compensation Act, 1923, The Employees Provident Fund Act, 1952 and/ or the Contract labour (Abolition and regulation) Act, 1970.
	54.2.	The Contractor shall keep GNFC indemnified from and against all person and third party claims whatsoever (inclusive of all costs incurred between attorney and

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE:

		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.
54.3.		<p>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 take out and maintain insurance policies in respect of all insurable liabilities under this Clause, including but not limited to Employee's Compensation insurance, third party insurance and personal injuries insurance, Emergency Risk Insurance, etc., with Insurance company (ies) approved by GNFC and such policy (ies) shall be of such limits which is not less than specified hereunder with reference to the matters hereunder specified namely:</p> <ul style="list-style-type: none"> (a) Employee Compensation Insurance to the limit to which compensation may be payable under the laws of the Republic of India. (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. <p>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>
54.4.		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 other remedies of GNFC in this behalf, to recover the sum(s) incurred therefore from the dues to the Contractor.
54.5.		<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> <ul style="list-style-type: none"> i. any failure on the part of the Tenderer/Contractor to discharge its liabilities and/ or obligations under the Mini GCC; ii. any act(s) and/or omission(s) and/or commission(s) and/or

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE:

		misrepresentations and/or breach of the terms and conditions of the Mini GCC ; iii. 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.
55.	Undesirable employees/agents of Contractor:	
	55.1.	If and whenever any of the Contractor's or Subcontractor's agents, subagents, consultants or employees, shall in the opinion of the GNFC (whose opinion in this behalf shall be final) be guilty of misconduct or be incompetent or indifferently qualified or negligent in the performance of his/their duties or if in the opinion of GNFC, 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 Engineer-In-Charge shall forthwith remove or cause to be removed such person(s) from employment thereon and any person(s) so removed shall not be reemployed in the performance of the Scope of Works except with the prior permission in writing of the GNFC. Should the Contractor be requested to repatriate any person removed from the performance of the Scope of Works, the Contractor shall do so forthwith at his own cost, and any person so removed shall be immediately replaced at the expense of Contractor by a qualified and competent substitute
56.	RECORDS & INSPECTION: GNFC and its authorised personnel shall have the right to inspect the records maintained by the Contractor with respect to the Scope of Work.	
57.	INTELLECTUAL PROPERTIES: The Tenderer/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 the Contract shall be construed as a transfer or assignment of any of the intellectual property rights of GNFC to the Contractor.	
58.	CONFIDENTIALITY: The Tenderer/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 the Contract or otherwise.	
59.	VISIT OF CONTRACTOR'S PERSONS:	
	59.1.	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.
	59.2.	ENTRY OF CHILDREN: Labourers will not bring their children below the age of 14 years inside the job-site area.
	59.3.	The Contractor's workman will not stay inside the factory premises beyond the working hours.

SECTION - XII DISPUTE RESOLUTION

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE:

60.	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.								
61.	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 herein below.								
62.	<p>ARBITRATION</p> <table border="1"> <tr> <td data-bbox="256 932 386 1115">62.1.</td><td data-bbox="386 932 1484 1115">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.</td></tr> <tr> <td data-bbox="256 1115 386 1373">62.2.</td><td data-bbox="386 1115 1484 1373">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.</td></tr> <tr> <td data-bbox="256 1373 386 1545">62.3.</td><td data-bbox="386 1373 1484 1545">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.</td></tr> <tr> <td data-bbox="256 1545 386 1803">62.4.</td><td data-bbox="386 1545 1484 1803">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.</td></tr> </table>	62.1.	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.	62.2.	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.	62.3.	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.	62.4.	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.
62.1.	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.								
62.2.	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.								
62.3.	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.								
62.4.	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.								
<p><u>NOTE TO BIDDER</u> ITEMS WHICH DEVIATE FROM MINI GCC SHOULD BE MARKED WITHIN ASTERISK(*) (DETAILS TO BE GIVEN IN SCHEDULE OF DEVIATIONS)</p>									
<p>TENDERER'S SIGN, STAMP AND DATE:</p>									



- | | |
|-------|--|
| 62.5. | 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. |
| 62.6. | 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. |
| 62.7. | This Mini GCC, the Tender Documents and the Contract Documents shall be governed by, and construed in accordance with the laws of Republic of India. |

NOTE TO BIDDER

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

TENDERER'S SIGN, STAMP AND DATE: