

Section I: - Instructions to Bidders

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**Section I: - Instructions to the Bidders.**

*A. General*

**1.0 General Information**

1.1 Description of Work: -

1.2 Owner:- GCMMF Ltd, Anand

1.3 Location and Area: - GCMMF Ltd. (Amul)

Block IB, Plot No 197  
Sector III, Salt Lake City,  
Kolkata 700 106  
West Bengal

- (a) Nearest Railway Station - Kolkata / Howrah
- (b) Nearest Airport : - Kolkata
- (c) Nearest Major Town : - Salt Lake City, Kolkata

1.4 Period of Completion: -

The period of the completion shall be considered from the date of notification of award, which shall include the non-working periods during monsoon and festivals. Completion period: 240 Days from the date of Site handover (In Phased Manner).

**2.0 Eligibility and the Qualifications requirements:-**

2.1 To be eligible for the award of the contracts, bidders shall provide evidence satisfactory to the GCMMF Ltd. of their eligibility and of their capacity and adequacy of resources to carry out the contract effectively. To this end all the bids submitted shall include the following information: -

- (a) Copies of original printed documents (MOU - Memorandum of Understanding & AOA - Articles of Association) defining the constituting of the legal status, place of registration and the principal place of the business of the company or firm or partnership of if joint venture, of each party thereto constituting the bidders;
- (b) Power of attorney or a true copy thereof duly attested by a gazetted officer in case an authorized representative has signed the bid.
- (c) Income tax Return and sales tax clearance certificate in original or true copies duly self attested.
- (d) Details of the experience and the past performance of the bidder on works of the similar nature within the past three years, and details of current work in hand and the other contractual commitments shall be submitted as per Table - 4 & 8 given in section V respectively of this bidding document.
- (e) Major items of constructional plant proposed for use in carrying out the contract in the format prescribed in the Table - 1 and the qualifications and experience of key personnel proposed for administration and the execution of the contract, both on and off site, in the format prescribed in Table - 2 of section V of this bidding document.
- (f) Proposals for the sub contracting elements of the works amounting more than 10% of the bids price for each element and shall be as listed in the Table - 3 of section V of this bidding document.
- (g) Reports of the financial standing of the bidder such as profit and loss statements, balance sheets and auditor's reports for the past three years, an estimate of the financial projection for the next two years, as prescribed in the Table - 7 of section V of this bidding document and an authority from the bidder to seek reference from the bidder's bankers.

- (h) Statement of the arbitration / disputes in which the bidder is involved as prescribed in the Table - 6 of section V of this bidding document.

**2.2 For the purpose of this particular contract bidders shall meet the following qualifying criteria as minimum.**

- (a) The bidder should be in the business as Civil works contractors for a minimum period of three years in the same name and style at the time of bid opening.
- (b) The bidder's annual financial turnover in the same name and style during the last three years shall not be less than 100 times of EMD Amount the value of contract as specified in the invitation to bid.(Consecutively).
- (c) The bidder in the same name and style shall have satisfactorily completed at least one project of similar nature and of value 100 times the EMD Amount.
- (d) The bidder shall furnish a copy of the Income Tax returns and the Income tax clearance certificate for the previous year (s), in original or certified true copies.
- (e) Solvency certificate for at least 25 times of EMD of the contract value in the relevant financial year.

**3.0 Cost of bidding: -**

The bidder shall bear all costs associated with the preparation and submission of his bid. GCMMF Ltd., will in any case shall not be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

**4.0 Site visit: -**

1. The bidder is advised to visit and examine the site of works and its surroundings and obtain for himself on his own responsibility all information that may be necessary for preparing the bid and entering into a contract. The costs of visiting the site shall be at bidder's own expense.
2. The bidder and any of his personnel or agent (s) will be granted permission by GCMMF Ltd to enter upon the premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, his personnel or agent(s), will release and indemnify the GCMMF Ltd and his personnel and agent(s) from and against all liabilities in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to

property and any other loss or damage, costs and expenses however caused, which, but for the exercise of such permission would not have arisen.

## B. Bidding Documents

### 5.0 Contents of the Bidding Documents.

5.1 The set of bidding documents issued for the purpose of bidding includes the number of the copies as stated below, together with any agenda thereto issued in accordance with clause 7 and any minutes of pre bid meetings issued in the accordance with clause 15.

Part	Section	Description
A		Invitation to Bid.
	I	Instruction to Bidders.
	II	General conditions of Contract
	III	Special Condition of Contract
	IV	Form of Bid.
	V	Schedule of supplementary Information
	VI	Form of agreement.
	VII	Acceptable forms of Bank Guarantees.
B		Technical Specifications - Material and Works
C		Schedule of Quantities.
D		Tender Drawings.

5.2 The bidder is expected to examine carefully all instructions conditions, forms, terms, specifications and drawings in bidding documents. Failure to comply with the requirements and the bid submission will be at the bidder's own risk. Pursuant to clause 24, bids which are not substantially responsive to the requirements of the bidding, documents will be rejected.

## **6.0 Clarification of the Bidding Documents.**

A prospective bidder requiring any clarification of the bidding documents may notify the GCMMF Ltd in writing or through E-mail at the address indicated in the invitation to bid. The GCMMF Ltd will respond in writing 7 days prior to the dead line for the submission of the bids. Written copies of the response of the GCMMF Ltd (including the description of the inquiry without identifying its source) will be sent to all prospective bidders.

## **7.0 Amendment of the Bidding Documents.**

7.1 At any time prior to the deadline for the submission of bids, GCMMF Ltd may for any reason whether at its own initiative or in response to clarification requested by the prospective bidder, modify the bidding document by issuing amendment.

7.2 The amendment will be sent in writing to all prospective bidders and will be binding upon them. Prospective bidders shall acknowledge receipt thereof, the prospective bidder due to the postal delay shall not bind the bids. The amendment will be attached to the bidding document issued subsequently.

7.3 In order to afford prospective bidders reasonable time in which to take an amendment into account of preparing their bids, the GCMMF Ltd may, at its discretion, extend the deadline for the submission of bids in accordance with clause 18.

## **C. Preparation of the Bids.**

### **8.0 Language of Bid**

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the GCMMF Ltd shall be written in the English language only. Supporting documents and printed literature furnished by the bidder with the bid may be in another language provided they are accompanied by appropriate translation of pertinent passage in the English. For the purpose of the interpretation of the bid, English language shall prevail.

## 9.0 Documents comprising the Bid

Checklist for documents comprising the Bid.

- (a) The form of bid Appendix thereto,
- (b) Earnest Money Deposit.
- (c) The schedule of the quantities.
- (d) The schedule of the supplementary information, the information on the eligible and qualifications. - As per clause 2.0 of Instruction to the Bidders.

The Forms, schedule of quantities and Schedule provided in this volume of the bidding documents shall be used without exception (subject to the extension of the schedules in the same format and to the provisions of sub clause 13.2 regarding the alternative forms of the Earnest Money Deposit)

## 10.0 Bid Prices.

- 10.1 Contract will be placed for work as described in the Invitation to bid based on the schedule of unit rates and prices submitted by the bidder.
  - 10.2 The bidder shall fill in rates and prices for all items of works described in the schedule of quantities, whether quantities are stated or not.
  - 10.3 Specify Tax Condition separately. Whether GST, VAT, Work Contract Tax, Sales tax etc. are applicable or not. If tax condition is not specified your rate shall be considered inclusive of all taxes. The comparison of the bids by the GCMMF Ltd shall be made accordingly.
  - 10.4 **Fixed Prices** - This is unit rate contract and the rates / prices quoted by the bidder shall be fixed for the entire duration of the contract and shall not be subjected to the adjustment on any account. A bid submitted with any price adjustment condition shall be treated as non-responsive and rejected.
- ## 11.0 Currency of the Bid and Payment

The unit rates and prices shall be quoted in Indian Currency only. Subsequently all payment and financial transactions will be in Indian currency only.

## **12.0 Bid Validity**

12.1 Bid submitted by bidder will remain valid for acceptance for period of 90 days from the date of bid opening.

12.2 In exceptional circumstances prior to the expiry of the original bid validity period, the GCMMF Ltd may request the bidder for specified extension in period of validity. The request and the response thereto shall be made in writing. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request shall not be permitted to modify his bid but shall be required to extend the validity of his Earnest Money Deposit correspondingly. The provisions of clause 13 shall continue to apply during the extended period of bid validity.

## **13.0 Earnest Money Deposit (EMD)**

13.1 The bidder shall furnish EMD as the part of the bid for the amounting and which will be refundable basis of Rs. 5,00,000/-

13.2 The EMD at the bidders' option be in the form of bank draft or pay order drawn in the favour of GCMMF Ltd. payable at Kolkata or the bank guarantee from the nationalized Indian bank or foreign bank operating in India. The Performa of Bank Guarantee for EMD is attached at Performa P.2 in section - VIII. Bank guarantee shall be valid till 90 days beyond the date bid validity.

13.3 Any bid not accompanied by EMD or EMD submitted in not-acceptable format shall be considered as non-responsive and will be rejected by the GCMMF Ltd.

13.4 The EMD of unsuccessful bidders shall be refunded as promptly as possible as but not later than 30 days after expiry of period of bid validity as prescribed in clause - 12.0

The EMD of the Successful bidder shall be considered as a Security Deposit part and which is extra over Security Deposit and shall be released only after the Successful completion of Defect liability plus 90 days.

13.6 No interest shall be paid by GCMMF Ltd on the EMD furnished by the bidder.

**13.7 The EMD may be forfeited in any of the following circumstances:**



- (a) If a bidder withdraws his bid during period of bid validity.
- (b) In the case of a successful bidder fails the prescribed time limit to:-
  - (i) Sign the agreement.
  - (ii) Furnish the required performance security.
  - (iii) Commence the work within the time limit prescribed.

#### **14.0 Variation of the Bidding condition**

- 14.1 The bidder shall submit offer, which comply fully with the requirements of the bidding documents, including the basic technical design and indicated in the drawing and specifications. Conditional bids are liable to be considered as non-responsive in accordance with clause 24.

#### **15.0 Pre Bid Meeting**

- 15.1 Maximum two representatives per bid will be allowed to attend the pre -bid meeting, which will be convened at the office of the GCMMF Ltd, Kolkata on the date, time and venue as stated in clause 2.0 (d) of invitation to bid.
- 15.2 The purpose of the meeting will be to clarify issues and to answer the questions on any matter that may be raised by the participant at that stage.
- 15.3 The bidder is requested to submit any question in writing to reach GCMMF Ltd Minimum 3 days before the pre bid meeting.
- 15.4 Minutes of the meeting including the copies of the question raised in and response given will be furnished expeditiously to all the bidders. Any modification of the bidding documents listed in clause 5.0 of this section which may become necessary as a result of pre bid meeting shall be made by GCMMF Ltd. exclusively through the issuance of the addendum pursuant to clause 7.0 and not through the minutes of the pre bid meeting.
- 15.5 Minutes of the pre bid meeting shall be a part of tender document and to be submitted along with bid documents.

#### **16.0 Format and Signing of Bids.**

- 16.1 The bidder shall prepare and submit the original copy of the documents comprising the bidding documents.
- 16.2 All the pages of the bidding documents shall be sealed and signed by the person(s) duly authorized, to bind the bidder to the contract. Proof of authorization shall be in the form of a pages of the bid documents, where entries and amendments had been made, shall additionally be initialized by the person (s) signing the bids.
- 16.3 The complete bid shall be without the alterations, interlineations or erasures, except those in accordance with instruction issued by the GCMMF Ltd or as necessary to correct errors

made by the bidder, in which case such corrections shall be initialed by the person (s) signing the bid. No over writing shall be permitted.

D. Submission of Bids

**17.0 Sealing and marking of bids.**

17.1 The bidder shall seal the bid in two envelopes (an inner and an outer envelope) duly Marking the envelopes as "ORIGINAL".

17.2 The inner and the outer envelopes shall be addressed to the address as given in the Address for correspondence in clause 2.0 (i) of Invitation to Bid.

17.3 Inner Envelope shall contain all bidding documents and shall bear the following Identifications.

- (i) Name of the contract - as stated in the clause 1.0 of invitation to bid.
- (ii) Reference of the bid - as given in the invitation to Bid.
- (iii) Words "DO NOT OPEN BEFORE" (Mention date and time of opening of the bid as given in clause 2.0 (g) of invitation to bid.
- (iv) Name, Address, Contact Nos. of the bidder.

17.4 Outer Envelope shall bear the following identifications only.

- (i) Name of the contract - as stated in invitation bid.
- (ii) Reference of the bid - as given in the invitation to Bid.
- (iii) Words "DO NOT OPEN BEFORE" (Mention date and time of opening of the bid as given in clause 2.0 (g) of invitation to bid.

Outer envelope will contain inner envelope only and shall not contain any separate document. No details regarding bidder (i.e. Name, Address, Contact Nos. etc.) should be mentioned on the outer envelope. There should not be any special marking or identification on outer envelope.

If the envelopes are not sealed and marked as instructed above, the GCMF Ltd. shall not assume any responsibility for the misplacement or premature opening of the bid submitted. A bid opened prematurely for this cause will be rejected by the GCMF Ltd and returned to the bidder.

**18.0 Deadline for submission of bids**

18.1 Bids must be received by the GCMMF Ltd at the address of correspondence on or before the date & time of submission as stated in clause 2. (e) In the Invitation to Bid.

18.2 The GCMMF Ltd may, at its discretion, extend the deadline for the submission of bids by issuing an amendment. All rights and obligation of GCMMF Ltd and the bidders previously subject to the original deadline shall thereafter be subject to the new deadline as extended.

#### **19.0 Late Bids**

19.1 Any bid received by the GCMMF Ltd later than the dead line for the submission of bids as prescribed by the GCMMF Ltd in accordance with clause 17 shall be returned unopened to the bidder.

#### **20.0 Modification and withdrawal of bids.**

The bidder may modify or withdraw his bid after bid submission provided that the modifications or notice of withdrawal is received in writing by the GCMMF Ltd prior to the prescribed dead line for the submission of bids.

The bidder's modification or notice of withdrawal shall be prepared, sealed, marked and delivered in accordance with the provisions of clause 16 for the submission of bids, with the inner envelope additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate.

No bid shall be modified after bid opening.

Withdrawal of the bid during the interval between the bid opening and the expiry of the period of bid validity shall result in forfeiture of the Earnest Money Deposit pursuant to clause 13.0

### **E. Bid Opening and Evaluation.**

#### **Bid Opening**

The GCMMF Ltd will open the bids, including submission made pursuant to clause 19 in the presence of bidder's representative who chooses to attend, at the office of the GCMMF Ltd in the address of the communication at the time and date stated in the

clause 2. (g) In the invitation to Bid. Only two representatives per bidder will be allowed to attend the bid-opening meeting. The bidder's representative whoever is attending the bid-opening meeting shall sign a register evidencing his/her attendance.

Bids for which an acceptable notice of withdrawal has been submitted pursuant to clause 19 shall not be opened.

The GCMMF Ltd will examine the bids to determine whether they are complete, whether the requisite Earnest Money Deposit have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

At the bid opening the GCMMF Ltd announce the bidder's names, the bid prices, written notifications of bid modifications and withdrawals, if any, the presence of requisite Earnest Money Deposit and such other details as the GCMMF Ltd may consider appropriate.

The GCMMF Ltd shall prepare, for its own records, the minutes of the bid opening, including the information disclosed to those present in accordance as above.

## **22.0 Process to be confidential**

22.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process until the award of the contract to the successful bidder has been announced.

Any effort by a bidder to influence the GCMMF Ltd. in the process of examination, clarification, evaluation and comparison of bids and in the decision concerning the award of contract may result in the rejection of the bidder's bid.

## **23.0 Clarification of Bids**

23.1 To assist in the examination, evaluation and comparison of bids, the GCMMF Ltd may ask the bidders individually for clarification of their bids, including break down of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the GCMMF Ltd during the evaluation of the bids in accordance with clause 26.

## **24.0 Determination of Responsiveness**

Prior to the detailed evaluation of the bids, the GCMMF Ltd will determine whether each bid is substantially responsive to the requirements of the bidding documents.

24.2 For the purpose of this clause, a substantially responsive bid is one, which conforms to all terms, conditions and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one which affects in any substantial way the scope, quality or the performance of the works or which limits in any substantial way, inconsistent with the bidding documents, the GCMMF Ltd's rights or the bidder's obligations under the contract, and the rectification of which deviation or reservation would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

24.3 If a bid is not substantially responsive to the requirements of the bidding documents, it will be rejected by the GCMMF Ltd and may not be subsequently made responsive by the bidder having corrected or withdrawn the non-conforming deviation or reservation.

## **25.0 Correction of Errors**

25.1 Bids determined to be substantially responsive will be checked by the GCMMF Ltd for any arithmetic errors in computation and summation. Errors will be corrected as follows:-

- a) Where there is a discrepancy between rates or amounts in figures and in words, the rate or amounts in words shall govern and
- b) Where there is a discrepancy between the unit rate and the total amount derived from the multiplication of the unit rate and the quantity the unit rate as quoted shall govern.

25.2 The amount stated in the form of bid will be adjusted by the GCMMF Ltd in accordance with the above procedure for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid, his bid shall be rejected, and the bid security shall be forfeited.

## **26.0 Evaluation and comparison of the Bids**

26.1 The GCMMF Ltd shall evaluate and compare only bids determined to be substantially to the requirement of the bidding documents in accordance with clause 24.

26.2 In evaluating bids, the GCMMF Ltd will determine for each bid the evaluated price by adjusting the bid price making any correction for errors pursuant to clause 25.

26.3 The GCMMF Ltd reserves the right to accept or reject any variation, deviation offers. Variations, deviations and alternative offers and other factors which are in excess of the requirement of the bidding documents or otherwise result in the accrual of unsolicited benefits to the GCMMF Ltd shall not be taken in to account in bid evaluation.

If the bid of the successful bidder is seriously unbalanced in relation to the GCMMF Ltd's estimate of the real cost of the work to be performed under the contract, the GCMMF Ltd may require that the amount of the performance security deposit set forth in the clause 31 be increased at the expense of the successful bidder to a level sufficient to protect the GCMMF Ltd against financial loss in the event of subsequent default of the successful bidder under the contract.

## F. Award of Contract

### 27.0 Award Criteria

27.1 Subject to clause 28, the GCMMF Ltd shall award the contract to the bidder whose bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated bid price pursuant to clause 26, provided further that the bidder has the capability and the resources to carry out the contract effectively.

### 28.0 GCMMF LTD has right to accept any Bid and to reject any or all bids.

28.1 Notwithstanding clause 27 or any other clauses stated above, the GCMMF Ltd reserves the right to accept or reject any / all bids, at any time prior to the award of the contract, without assigning any reasons thereof.

### 29.0 Notification of Award

29.1 Prior to the expiry of the period of bid validity prescribed in the bid documents, the GCMMF Ltd will notify the successful bidder by confirmed in writing that his bid has been accepted. This letter (hereinafter and in the conditions of contract referred to as "Letter of Acceptance") shall name the sum which the GCMMF Ltd will pay to the contractor in consideration of the execution, completion and the maintenance of the works by the contractors as prescribed by the contract (hereinafter and in the conditions of the contract referred to as the "contract price").

29.2 The notification of the award will constitute the formation of the contract.

29.3 Upon the furnishing by the successful bidder of a performance security in accordance with the clause 31 the GCMMF Ltd will notify the unsuccessful bidders that their bids have been unsuccessful.

### **30.0 Signing of Agreement.**

30.1 At the same time that the GCMMF Ltd notifies the successful bidder that his bid has been accepted, the GCMMF Ltd will send the bidder the form of Agreement provided in the bidding documents, incorporating all agreements between the parties.

30.2 Within 15 days of the receipt of the form of Agreement the successful bidder shall sign the form and return it to the GCMMF Ltd.

### **31.0 Performance Security**

31.1 The successful bidder shall furnish a performance security for an amount of 5% of the contract value within 30 days of the receipt of the notification of award from the GCMMF Ltd, pursuant to clause 10.0 of Section II - General conditions of contract.

31.2 Failure of the successful bidder to comply with the requirements of the clause 30.0 and or/ 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit.

## Section II: - General Conditions of Contract

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## Section II: - General Conditions of Contract

### Definitions and Interpretations

1. In the contract, as hereinafter defined, the following words and expression shall have the meanings hereby assigned to them, except where the context otherwise requires: -

1.1 **Owner** - Shall mean the client on whose behalf the enquiry is issued by the Gujarat Co. Milk Marketing Federation Ltd. And shall include his successors and assignees, as well as his authorized representatives.

1.2 **Consultant** - Shall mean the GCMMF Ltd, or the consultants appointed by the owner for the Project.

1.3 **Engineer**: - Shall mean the Engineer or any other authorized representative of the GCMMF Ltd.

- 1.4 **Architect** - shall mean the architect appointed by the GCMMF Ltd.
- 1.5 **Structural Consultant:** - Shall mean the structural consultants appointed by the GCMMF Ltd.
- 1.6 **Bidder:** - Shall be the firm / party / individual who submit the bid against the invitation to Bid.
- 1.7 **Contractor:** - Shall mean the successful bidder whose Bid has been accepted by GCMMF Ltd and on whom a work order has been placed and shall include his heirs, legal representatives and assignees.
- 1.8 **Sub-Contractor:** - Shall mean the person / firm / party / named by the contractor whom a part of the contract has been sublet with the consent of GCMMF Ltd and shall include his heirs, successors, legal representatives, and assignees.
- 1.9 **Contract price:** - Shall mean the prices of the accepted Bid.
- 1.10 **Contract:** - Shall mean the articles of agreement, the conditions, the appendix, the schedule of quantities, and / or specifications attached herewith.
- 1.11 **"Notice in writing":** - shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered / ordinary post to the last known address or the registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- 1.12 **Site:** - shall mean the actual place of the proposed project
- 1.13 **Month:** - Shall mean from the beginning of a given date of a calendar month to the end of the preceding date of the next calendar month.
- 1.14 **Week:** - Shall mean seven consecutive days.
- 1.15 **Day:** - shall mean a day from midnight to midnight.
- 1.16 **Building:** - shall mean the proposed building(s), roads, fencing, sanitary and water supply etc. under the contract.

- 1.17 **Bid Security:** - Shall mean the sum paid along with the bid as a token to bind the Contract.
- 1.18 **Award:** - Shall mean the written acceptance of Bid by the GCMMF Ltd given to the successful bidder.
- 1.19 **Performance Security:** - Shall mean the amount pledged with the GCMMF Ltd while signing the agreement for faithful and satisfactory performance of the contract.
- 1.20 **Constructional Plant:** - Shall mean all appliances or things of whatsoever nature required in or about the execution and maintenance of the works but does not include the materials or other things required intended to form or forming part of the works.
- 1.21 **Specifications:** - Shall mean the specification referred to in the bid and any modification thereof or additional thereto as may from time to time be furnished or approved in writing by the GCMMF Ltd / Engineer.
- 1.22 **Drawings:** - Shall mean drawings referred to in the specifications and any modification of such drawings approved in writing by the Engineer and such other drawings as may from time to time be furnished or approved in writing by the GCMMF Ltd / Engineer.
- 1.23 **Temporary Works:** - Shall mean the temporary works of every kind required in or about the execution or maintenance of works.
- 1.24 **Permanent Works:** - Shall mean the permanent works to be executed and maintained in accordance with the contract.
- 1.25 **Works:** - Shall include both temporary works and permanent works.
- 1.26 **Approved / Approval:** - Shall mean approved in writing, including subsequent written confirmation of previous verbal or written approval.
- 1.27 **I.S.S.:** - Shall mean Indian Standard Specifications
- 1.28 **Government:** - Shall mean the Government of India or any other state Government.
- 1.29 **Tender:** - Shall mean the Bid and related contract documents.

1.30 **Headings and Marginal notes:** - All headings of an notes to the clauses of these Conditions of Contract or of and to the Specifications or any other bid document are solely for the purpose of giving concise indication and not a summary of the contents thereof, and they shall never be deemed to be the part of the or be used in the interpretation or construction thereof or of the Contract.

1.31 **Singular and Plural:** - In this Contract document unless otherwise stated specifically the singular shall include the plural and vice-versa wherever the context so requires.

1.32 **Cost:** - The cost shall be deemed to include overhead cost whether on or off the site.

### *Engineer and Engineer's Representative*

#### **2.0 Duties and Powers of the Engineer and the Engineer's Representative.**

2.1 The Field management shall be the responsibility of the Engineer. The Engineer shall carry out such duties as taking decisions and issuing certificates and orders as specified in the Contract. The Engineer is empowered to take decisions on the following matters:

- (a) Approval of subletting of any part of the works pursuant to clause 4.0 hereof;
- (b) Certification of additional sums under sub clause 53(2) hereof;
- (c) Determination of an extension of time pursuant to clause 44.0 hereof
- (d) Issuance of a variation order pursuant to clause 52.0 hereof;
- (e) Fixing rates or prices for the additional works executed under the Contract pursuant to Clause 52.0 hereof.

2.2 The Engineer's Representative shall be responsible to the Engineer and his duties are to watch and supervise the works and to test and examine any materials to be used or workmanship employed with the works. The Contractor shall get the materials or the workmanship tested, as instructed by the Engineer's Representative, at his own cost. He shall have no authority to relieve the Contractor of any of his duties or obligations neither under the Contract nor, except as expressly provided hereunder or elsewhere in the Contract, neither to order any work involving delay or any extra payment by the GCMMF Ltd, nor to make any variation of or in the works.

2.3 The GCMMF Ltd may from time to time in writing delegate to the Engineer's Representative any of the powers and authorities vested in the Engineer. Any written instruction or approval given by the Engineer's Representative to the Contractor within the terms of such delegations, but not otherwise, shall bind the Contractor as though it had been given by the Engineer provided always as follows:

(a) Failure of the engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer there after to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

(b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative he shall be entitled to refer the matter to the Engineer, who shall there upon confirm, reverse or vary such decision.

### **Inspection of works**

3.1 GCMMF Ltd and his representatives shall have full power and authority to inspect the works at any time wherever the work is in progress either on the site or at the Contractor's premises/workshop wherever situated, premises/workshop of any person, firm or corporation where the work in connection with the Contract may be in hand or wherefrom materials are being produced or are to be supplied, and the Contractor shall afford or procure for the Engineer every facility and assistance to carry out such inspection. The Contractor shall at all times during usual working hours and at all other times at which reasonable notice of the intention of the Engineer or the Engineer's Representative to visit the works shall have been given to the Contractor, either himself be present to receive the orders and instructions, or have a responsible agent representative duly accredited in writing present for the purpose. Orders given to the Contractor's agent/representative shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than three days notice in writing to the Engineer's Representative before covering up or otherwise placing beyond the reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of the above the same shall be uncovered at the Contractor's expenses for carrying out such measurement or inspection.

3.2 No materials shall be removed from the site before obtaining the approval in writing of the Engineer. The Contractor is to provide at all times during the progress of the work and the maintenance period proper means of access with ladders, gangways, etc. and the necessary attendance to move and adopt as directed for inspection or measurement of the works by the Engineer's Representative.

3.3 The Contractor shall make available to the Engineer's Representative free of cost all necessary instruments and assistance in checking of setting out of works and checking of any works made by the Contractor for the purpose of setting out and taking measurements of works.

### **4.0 Sub-letting of work:-**

4.1 The Contractor shall not sub-let the whole of the works. Except where otherwise provided by the Contract, the Contractor shall not sub-let any part of the works without prior written

consent of the Engineer, which shall not be unreasonably withheld, and such consent, if given shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the acts, defaults and negligence of any sub-contractor, his agents, servants or workmen. Provided always that the provision of labour on a piecework basis shall not be deemed to be a sub-letting under this clause.

## **Contract Documents**

### **5.0 Language and Law of Contract.**

5.1 i) All written material and correspondence shall be in English

ii) The law to which the Contract is to be subjected and according to which the Contract is construed, shall be the law being in force in India and/or the state where the Contract shall be performed.

### **5.2 Documents mutually explanatory.**

Except if any to the extend otherwise provided by the Contract, the provisions of the General Conditions and Special Conditions of the Contract shall prevail over those of any other documents forming part of the Contract. Several documents forming the Contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the Contracts or any of them the matter may be referred to Engineer who shall give his decisions and issue to the Contractor instructions, directing in what manner the work is to be carried out. The decision of the Engineer shall be final and conclusive and the Contractor shall carry out the work in accordance with this decision.

5.3 Works shown upon the drawing but not mentioned in the specifications or described in the specifications without being shown on the drawings shall nevertheless be held to be included in the same manner as if they had been specifically shown upon the drawings and described in the specifications.

### **6.0 Drawings: their purpose and the custody**

6.1 The Contract drawings read together with the Contract specifications are intended to show and explain the manner of executing the work and to indicate the type and the class of materials to be used.

6.2 In case any feature of the work is not set forth in the drawings and specifications, the Contractor shall forthwith apply to the Engineer/Architect for further instructions, drawings or specifications.



6.3 The drawings shall remain in the sole custody of the Engineer/Architect, but two copies shall be issued to the Contractor free of charge. One copy of the drawings, furnished to the Contractor as aforesaid, shall be kept by the Contractor on the site and the same shall at all responsible times be available for inspection and use by the Engineer or the Engineer's Representative and by any other person authorized by the Engineer in writing. At the completion of the Contract the Contractor shall return to the Engineer all drawings issued under the Contract.

6.4 The Contractor shall give written notice to the Engineer whenever planning or progress of the works is likely to be delayed unless any further drawing or instruction is issued by the GCMMF Ltd / Engineer within a reasonable time. The notice shall include the detail of the drawing or instruction required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

6.5 The Contractor shall submit the following information, in triplicate, to the Engineer for approval within the time stipulated against each item below.

A general layout plan of construction plant and equipment for the execution of work within fourteen days from the date of notice to proceed with the work; and

Drawings or prints showing the location of major plants and other facilities which he proposes to put up at the site including any changes in the general layout, at least fourteen days prior to the commencement of the respective work.

#### **7.0 Further Drawings and Instructions**

7.1 The Engineer may also authorize his representatives to perform his duties and functions. The Contractor shall carry out and be bound by the same. The Engineer shall have full powers and authority to supply to the Contractor from time to time, during the progress of the works, such further drawings and instructions as shall be necessary for the proper execution of the project.

### **General Obligations**

#### **8.0 Contractor's General Responsibilities.**

8.1 The Contractor shall, subject to the provisions of the Contract, and with due care and diligence, execute and maintain the Works and provide all labour, including the supervision thereof, materials, Construction Plant and all other things, whether of a temporary or permanent nature, required in and for such execution and maintenance, so far as the necessity for providing the same is specified in or is reasonably to be inferred from the Contract.

8.2 The Contractor shall take full responsibility for the adequate stability and safety of all site operations and methods of construction, provided that the Contractor shall not be responsible, except as may be expressly provided in the Contract, for the design or specification of the Permanent Works, or for the design or specification of any Temporary Works prepared by the Engineer.

## 9.0 Contract Agreement

9.1 The Contractor shall call upon so to do enter into and execute a Contract Agreement, in the form annexed with such modification as may be necessary.

## 10.0 Performance Security

10.1 The successful bidder shall furnish a performance security for an amount of 5% of the contract value within 30 days of the receipt of the notification of award from the GCMMF Ltd.

10.2 The proceeds of the performance security shall be payable to the FCMMF Ltd as compensation for any loss resulting from the contractor's failure to complete the work under the contract.

10.3 The performance security shall be denominated in Indian Rupees and shall be in any of the following forms: -

a) A Demand draft drawn in favor of GCMMF LTD.

b) A Bank guarantee issued by a **Nationalized Indian Bank** or by a **foreign bank operating in India**. The guarantee issued by other banks should be confirmed by a **Nationalized Indian bank** or a foreign bank operating in India. The acceptable form shall be strictly as provided in Section VII of the Binding documents.

10.4 The bank guarantee shall be valid for the entire period of Contract including the Period of Maintenance plus 90 days. The validity of the bank guarantee is suitably extended in the event of extension of time of the Contractor pursuant to clause 44 herein.

10.5 In the event of increase in the Contract value, in actual execution, proportionate additional performance security shall be paid by the Contractor if called upon to do so.

10.6 In the event of decrease in the Contract value the performance security shall be proportionately adjusted on the completion of the work.

10.7 No interest shall be paid by the GCMMF Ltd for the amount deposited as Performance security with the GCMMF Ltd.

## **11.0 Inspection of site**

11.1 The Contractor shall be deemed to have inspected and examined the site and its surroundings and information available in connection therewith and to have satisfied himself, before submitting his Tender, as to the form and nature thereof, including the sub-surface conditions, the hydrological and climatic conditions, the extent and nature of work and materials necessary for the completion of the Works, the means of access to the Site and accommodation he may require and, in general, shall be deemed to have obtained all necessary information, subject as above mentioned, as to risks, contingencies and all other circumstances which may influence or affect his Tender.

## **12.0 Sufficiency of Tender**

12.1 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his Tender for the Works and of the rates and prices stated in the priced Schedule of Quantities and the Schedule of Rates and Prices, if any, which Tender rates and prices shall, except insofar, as it is otherwise provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the Works.

## **13.0 Work to be to the Satisfaction of Engineer**

13.1 The Contractor shall execute and maintain the Works in strict accordance with the Contract to the satisfaction of the Engineer and shall comply with and adhere strictly to the Engineer's instructions and directions on any matter whether mentioned in the Contract or not, touching or concerning the Works. The Contractor shall take instructions and directions only from the Engineer.

## **14.0 Program to be furnished**

14.1 The Contractor shall, after the acceptance of his Tender submit to the Engineer for his approval a program showing the order of procedure in which he proposes to carry out the Works. The Contractor shall whenever required by the Engineer, also provide in writing for his information a general description of the arrangements and methods which the Contractor proposes to adopt for the execution of Works.

14.2 If at any time it should appear to the Engineer that the actual progress of the Works does not conform to the approved program referred to in sub-clause (1) of this Clause, the Contractor shall produce, at the request of the Engineer, a revised program showing the

modifications to the approved program necessary to ensure completion of the Works within the time for completion as defined in Clause 43 hereof.

The submission to and approval by the engineer of such programs or the furnishing of such particulars shall not relieve the contractor of any of his duties or responsibilities under the contract.

The program shall be reviewed and revised if required at three monthly intervals and shall include a chart of the principal quantities of work forecast for execution monthly and a schedule of payments expected to be made to the Contractor by the GCMMF Ltd.

## **15. Contractor's Superintendence**

15.1 The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or a competent and authorized agent or representative approved of in writing by the Engineer, which approval may at any time be withdrawn, is to be constantly on the Works and shall give his whole time to the superintendence of the same. If such approval shall be withdrawn by the Engineer, the Contractor shall, as soon as is practicable, having regard to the requirement of replacing him as hereinafter mentioned, after receiving written notice of such withdrawal, remove the agent from the Works and shall not thereafter employ him on the Works in any capacity and shall replace him by another agent approved by the Engineer. Such authorized agent or representative shall receive, on behalf of the Contractor, directions and instructions from the Engineer.

## **16.0 Contractor's Employees**

16.1 The Contractor shall provide and employ on the Site in connection with the execution and maintenance of the Works:-

a) Only such technical assistants as are skilled and experienced in their respective fields and sub-agents, foremen and leading hands as are competent to give proper supervision to the work they are required to supervise, and

b) Such skilled, semi-skilled and unskilled labour as is necessary for the proper and timely execution and maintenance of the Works.

16.2 It shall be the liability of the Contractor to remove forthwith from the works any personnel engaged by the Contractor, in or about the execution or maintenance of the works, who, misconducts himself or is incompetent or negligent in the proper performance of his duties or whose engagement is otherwise considered to be undesirable and such person shall not be again engaged upon the work. Any person so removed, by the Contractor, from the works shall be replaced, by the Contractor, as soon as possible by competent substitutes.

## **17.0 Setting-out**

17.1 The Contractor shall be responsible for the true and proper setting-out of the Works in relation to original points, lines and levels of reference given by the engineer in writing and for the correctness, subject as above mentioned of the position, levels, dimensions and alignment of all parts of the Works and for the provision of all necessary instruments, appliances and labour in connection therewith. If at any time, during the progress of the Works, any error shall appear or arise in the position, levels dimensions or alignment of any part of the Works, the Contractor, on being required so to do by the Engineer shall, at his own cost, rectify such error to the satisfaction of the Engineer, unless such error is based on incorrect data supplied in writing by the Engineer in which case the expense of rectifying the same shall be borne by the GCMMF Ltd. The checking of any setting-out or of any line or level by the Engineer shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all benchmarks, sight-rails, pegs and other things used in setting-out the Works.

## **18.0 Boreholes and Exploratory Excavation**

18.1 If, at any time during the execution of the Works, the Engineer shall require the Contractor to make boreholes or to carry out exploratory excavation, such requirement shall be ordered in writing and shall be deemed to be an addition ordered under the provision of Clause 52 hereof, unless a provisional sum in respect of such anticipated works shall have been included in Schedule of Quantities.

## **19.0 Watching and Lighting**

19.1 The Contractor shall in connection with the Works provide and maintain at his own cost all lights, guards, fencing and watching when and where necessary or required by the Engineer, for the protection of the Works, or for the safety and convenience of the public or others.

## **20.0 Care of Works**

20.1 From the commencement of the Works until the date stated in the Certificate of Completion for the whole of the Works pursuant to Clause 49 hereof the Contractor shall take full responsibility for the care thereof. Provided that if the Engineer shall issue a Certificate of Completion in respect of any part of the Permanent Works the Contractor shall cease to be liable for the care of that part of the permanent Works from the date stated in the Certificate of Completion in respect of that part and the responsibility for the care of that part shall pass to the Owner/ GCMMF Ltd. Provided further that the Contractor shall take the full responsibility for the care of any outstanding work, which he shall have undertaken to finish during the Period of maintenance until such outstanding work is completed. In case any damage, loss or injury shall happen to the Works, or to any part thereof, from any cause whatsoever, save and except the excepted risks as defined in

clause 20.3, while the Contractor shall be responsible for the care thereof the Contractor shall, at his own cost, repair and make good the same, so that at completion the Permanent Works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. In the event of any such damage, loss or injury happening from any of the excepted risks, the Contractor shall, if and to the extent required by the Engineer and subject always to the provision of Clause 66 hereof, repair and make good the same as aforesaid at the cost of the GCMMF Ltd. The Contractor shall also be liable for any damage to the Works occasioned by him in the course of any operations carried out by him for the purpose of completing any outstanding work or complying with his obligations under Clause 50 or 51 hereof.

20.2 The Contractor shall not demolish, remove or alter the structures, trees or other facilities on the site without the prior approval of the Engineer.

## **21.0 Excepted Risks**

The "excepted risks" are war, hostilities (whether war be declared or not), invasion, act of foreign enemies, rebellion, revolution insurrection or military or usurped power, civil war, or unless solely restricted to employees of the Contractor or of his sub- Contractors and arising from the conduct of the Works, riot, commotion or disorder, or a cause solely due to the Engineer's design of the Works, or ionizing radiations or contaminating by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive, nuclear assembly or nuclear component thereof, pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds, or any such operation of the forces of nature as an experienced Contractor could not foresee, or reasonably make provisions for or insure against all or which are herein collectively referred to as "the excepted risks"

## **21.0 Insurance of Works, etc**

21.1 Without limiting his obligations and responsibilities under Clause 20 hereof, the Contractor shall prior to the commencement of the works insure in the joint names of the GCMMF Ltd and the Contractor against all loss or damage from whatever cause arising, other than the excepted risks, for which he is responsible under the terms of the Contractor and in such manner that the GCMMF Ltd and the Contractor are covered for the period stipulated in Clause 20.1 hereof and are also covered during the Period of Maintenance for loss or damage arising from a cause, occurring prior to the commencement of the Period of maintenance, and for any loss or damage occasioned by the Contractor in the course of any operations carried out by him for the purpose of complying with his obligations under Clauses 5 and 51 hereof :-

- a) The Works for the time being executed to the estimated current Contract value thereof plus 10 percent thereon to allow for any additional costs and professional fees resulting from the loss or damage.
- b) The Constructional Plant and other things brought on to the Site by the Contractor to the replacement value of such Constructional Plant and other things.
- c) It shall be the responsibility of the Contractor to notify the insurer of any change in nature and extent of the Works and to ensure the adequacy of the insurance cover at all times in accordance with the provisions of this Clause.

Such insurance shall be affected with an insurer and the Contractor shall, produce to the Engineer/GCMMF Ltd. the policy or policies of insurance and the receipts for payments of the current premiums.

## **22.0 Damage to Persons and Property**

The Contractor shall, except if and so far as the Contract provides otherwise, indemnify the GCMMF Ltd against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever which may arise out of or in consequence of the execution and maintenance of the Works and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect of or in relation thereto except any compensation or damages for or with respect to : -

- a) The permanent use or occupation of land by the Works or any part thereof.
- b) The right of the GCMMF Ltd to execute the Works of any part thereof on, over, under, in or through any land.
- c) Injuries or damage to persons or property which are the unavoidable result of the execution or maintenance of the Works in accordance with the Contract.
- d) Injuries or damage to persons or property resulting from any act or neglect of the Engineer or other Contractors, not being employed by the Contractor, or for or in respect of any claims proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto or where the injury or damage was contributed to by the Contractor, his servants or agents such part of compensation as may be just and equitable having regard to the extent of the responsibility of the Engineer or other Contractors for the damage or injury.

**22.2** The GCMMF Ltd shall indemnify the Contractor against all claims, proceedings, damages, costs, charges and expenses in respect of the matters referred to in the proviso to sub-clause (1) of this Clause.

### 23.0 Third Party Insurance

- 23.1 Before commencing the execution of the Works the Contractor, but without limiting his obligations and responsibilities under Clause 22 hereof, shall insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the GCMMF Ltd, or to any person, including any employee of the GCMMF Ltd, or by arising out of the execution of Works or in the carrying out of the Contract, otherwise than due to the matters, referred to in the proviso to Clause 22.1 hereof.
- 23.2 Such insurance shall be effected with an insurer for at least the amount stated in the Appendix to the Tender. The Contractor shall, produce to the Engineer / GCMMF Ltd the policy or policies of insurance and the receipts for payment of the current premiums.
- 23.3 The terms shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnity under the policy being brought or made against the GCMMF Ltd, the insurer will indemnify the GCMMF Ltd against such claims and any costs, charges and expenses in respect thereof.

**23.4 Such insurance shall be for an amount not less than Rs.2,00,000/- per occurrence, with the number of occurrences unlimited.**

### 24.0 Accident or Injury to Workmen

- 24.1 The GCMMF Ltd shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub- Contractor. The Contractor shall indemnify and keep indemnified the GCMMF Ltd against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Where any case is instituted against the GCMMF Ltd, the Contractor shall impale himself as a party as if the case has been instituted against the Contractor.
- 24.2 The Contractor shall insure against such liability with an insurer and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall, produce to the Engineer/ GCMMF Ltd such policy of insurance and the receipts for the payment of the current premium. Provided always that, in respect of any persons employed by any sub-contractor, the Contractor's obligation to insure as aforesaid under this sub-clause shall be satisfied if the sub- Contractor shall have insured against the liability in respect of such persons in such manner that the GCMMF Ltd is indemnified under the policy, but the Contractor to produce to the Engineer/GCMMF Ltd such policy of insurance and receipt for the payment of the current premium.



## **25.0 Employee State Insurance (ESI) Act.**

The Contractor shall accept full and exclusive liabilities for the compliance with all obligations imposed by the ESI Act 1948, and the Contractor shall further defend, indemnify and hold the GCMMF Ltd harmless from any liabilities or penalties which may be imposed by the Central, State or local authorities by reason of any asserted violation by Contractor or sub- Contractor of the ESI act, 1948 and also from all claims, suits or proceedings that may be brought against the GCMMF Ltd arising under, growing up or by reason of the work provided for by this Contract whether brought by the employees of the Contractor, by the third parties, or by Central or State Govt. authorities or any political sub-division thereof. The Contractor shall fill in with the ESI the declaration form and all other forms which may be required in respect of the Contractor's or sub- Contractor's employees and who are employed by for the works provided for or those covered by ESI from time to time under the agreement. The Contractor shall deduct and secure the agreement of the sub- Contractor and deduct the employee's contribution as per the first schedule of the ESI Act from wages and affix the employees' contribution cards at wages payment intervals. The Contractor shall remit and secure that agreement of the sub- Contractor to remit, the employee's contribution as required by the Act. The Contractor shall maintain all codes and records as required under Act in respect of the employees and payment and the Contractor shall secure the agreement of the sub Contractor to maintain such records. Any expense incurred for the contribution or maintaining records shall be to the Contractor's account.

The GCMMF Ltd shall retain such amount as may be necessary from the total contract value until the contractor shall furnish satisfactory proof the whole contribution as required by the ESI act have been paid.

### **25.0 Remedy on Contractor's Failure to Insure**

If the Contractor shall fail to effect and keep in force the insurances referred to in Clauses 21, 23 and 24 hereof, or any other insurance which he may be required to effect under the terms of the Contract, then and in any such case the GCMMF Ltd may effect and keep in force any such insurance and pay such premium or premiums as may be necessary for that purpose and from time to time deduct the amount so paid by the GCMMF Ltd as aforesaid from any payment due or which may become due to the Contractor, or recover the same as a debt to the Contractor, or recover the same as a debt due from the Contractor.

### **26.0 Giving of Notices and Payment of Fees**

The Contractor shall give all notices and pay all fees required to be given or paid by any National or State Statute, Ordinance, or Law, or any regulation, or bye-law of any local or other duly constituted authority in relation to the execution of the Works and by the rules

and regulations of all public bodies and companies whose property or rights are affected or may be affected in any way by the Works.

The GCMMF Ltd will repay or allow to the Contractor all such sums as the Engineer/GCMMF Ltd shall certify to have been properly payable and paid by the Contractor in respect of such fees.

26.3 The GCMMF Ltd will repay or allow to the contractor all such sums as the engineer / GCMMF Ltd shall certify to have been properly payable and paid by the contractor in respect of such fees.

#### **27.0 Fossils, etc.**

All fossils, coins, articles of value or antiquity and structures and other remains or things of geological or archaeological interest discovered on the site of the Works shall as between the GCMMF Ltd and the Contractor be deemed to be the absolute property of the GCMMF Ltd. The Contractor shall take precautions to prevent his workmen or any other persons from removing or damaging any such article or thing and shall immediately upon discovery thereof and, before removal, acquaint the Engineer of such discovery and carry out the Engineer's orders as to the disposal of the same.

#### **28.0 Patent Rights and Royalties.**

The Contractor shall save harmless and indemnify the GCMMF Ltd from and against all claims and proceedings for or on account of infringement of any patent rights, design trademark or name or other protected rights in respect or any Constructional Plant, machine work, or material and for in connection with the Works or any of them and from and against all claims, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Except where otherwise specified, the Contractor shall pay all tonnage and other royalties, rent and other payments or compensation, if any, for getting stone, sand, gravel, clay or other materials required for the Works or any of them.

#### **29.0 Interference with Traffic and Adjoining Properties**

All operations necessary for the execution of the Works shall, so far as compliance with the requirements of the Contract permits, be carried on so as not to interfere unnecessarily or improperly with the convenience of the public, or the access to, use and occupation of public or private roads and footpaths to or of properties whether in the possession of the GCMMF Ltd or of any other person. The Contractor shall save harmless and indemnify the GCMMF Ltd in respect of all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of, or in relation to, any such matters in so far as the Contractor is responsible therefore.

### **30.0 Extraordinary Traffic**

- 30.1 The Contractor shall use reasonable means to prevent any of the highways or bridges communicating with or on the routes to the site from being damaged or injured by any traffic of the Contractor or any of his sub- Contractors and, in particular, shall select routes, choose and use vehicles and restrict and distribute loads so that any such extraordinary traffic as will inevitably arise from the moving of plant and material from and to the Site shall be limited, as far as reasonably possible, and so that no unnecessary damage or injury may be occasioned to such highways and bridges.
- 30.2 Should it be found necessary for the Contractor to move one or more loads of Constructional Plant, machinery or pre-constructed units or parts of units of works over a part of a highway or bridge, the moving where of is likely to damage any highway or bridge unless special protection or strengthening is carried out, then the Contractor shall before moving the load on to such highway or bridge give notice to the concerned authority of the weight and other particulars of the load to be moved and his proposals for protecting or strengthening the said highway or bridge and obtain approval from that concerned authority at his own cost. He shall keep the Engineer informed of the action taken.
- 30.3 If during the execution of the works or at any time thereafter the Contractor shall receive any claim arising out of the execution of the Works in respect of damage or injury to highways or bridges he shall immediately report the same to the Engineer and thereafter shall negotiate the settlement of and pay all sums due in respect of such claim and shall indemnify the GCMMF Ltd in respect thereof, and in respect of all claims, proceedings, damages, costs, charges and expenses in relation thereto.
- 30.4 Where the nature of the Works is such as to require the use by the Contractor of water-borne transport the foregoing provisions of this Clause shall be construed as though "highway" included a lock, dock, sea wall or other structure related to a waterway and "vehicle" included craft, and shall have effect accordingly.

### **31.0 Opportunities for other Contractors**

The Contractor shall, in accordance with the requirements of the Engineer, afford all reasonable opportunities for carrying out their work to any other Contractor employed by the GCMMF Ltd / owner and their workmen and to the workmen of the GCMMF Ltd / owner and of any other duly constituted authorities who may be employed in the execution on or near the Site of any work not included in the Contract or of any Contract which the GCMMF Ltd may enter into in connection with or ancillary to the Works. If, however, the Contractor shall, on the written request of the Engineer, make available to any such other Contractor, or to the GCMMF Ltd or any such authority, any roads, or ways for the maintenance of which the Contractor is responsible, or permit the use by any such of the Contractor's scaffolding or other plant on the Site, or provide any other service of whatsoever nature for any such, the GCMMF Ltd shall pay to the Contractor in respect

of such use or service such sum or sums as shall, in the opinion of the Engineer, be reasonable.

### **32.0 Contractor to Keep Site Clear**

During the progress of the Works the Contractor shall keep the site free from all unnecessary obstructions and shall store / dispose or shift any Constructional Plant / surplus materials, debris etc and clear away and remove from the site any wreckage, rubbish or Temporary Works no longer required.

### **33.0 Clearance of Site on Completion**

33.1 On the completion of the Works the Contractor shall clear away and remove from the Site all Constructional Plant, surplus materials, rubbish and Temporary Works of every kind, and leave the whole of the Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer.

## **Labour**

### **34.0 Engagement of Labour**

34.1 The Contractor shall make his own arrangements for the engagements of all labour, local or otherwise, and save insofar as the Contractor otherwise provides, for the transport, housing feeding and payment thereof. The Contractor to the extent possible and reasonable to employ staff and labour with required qualifications and experience from source within India.

34.2 The GCMF Ltd may at their own discretion and convenience make available at the site, land for Contractor's field office, godown, workshop and assembly yard required for the execution of the Contract. The Contractor shall at his own cost construct all these temporary buildings and provide suitable water supply and sanitary arrangement approved by the Engineer.

34.3 The personnel so engaged by the Contractor shall be the employees of the Contractor and there shall exist no privacy of Contract between the personnel so engaged and the GCMF Ltd.

34.4 On completion of the works undertaken by the Contractor, he shall remove all temporary buildings erected by him and have the site cleaned as directed by the Engineer. If the Contractor shall fail to comply with these requirements, the Engineer may at the expenses of the Contractor remove such surplus and rubbish materials and dispose off the same as he deems fit and get the site cleared as aforesaid; the Contractor shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such surplus

material disposed off as aforesaid. The owner reserves the right to ask the Contractor any time during the tendency of the Contract to vacate the land by giving 7 days notice without giving any reason.

34.5 The Contractor shall, so far as is reasonably practicable, having regard to local conditions, provide on the Site, to the satisfaction of the Engineer an adequate supply of drinking and other water for the use of the Contractor's staff and work people.

34.6 The Contractor shall not, otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force, import, sell, give barter or otherwise dispose of any alcoholic liquor or drugs or permit any such importation, sale, gift, barter or disposal by his sub-contractors, agents or employees.

34.7 The Contractor shall not give, barter or otherwise dispose of to any person or person, any arms or ammunitions of any kind or permit the same as aforesaid.

34.8 The Contractor shall in all dealings with labour in his employment have due regard to all recognized festivals, days of rest and religious or other customs.

34.9 In the event of any outbreak of illness of an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government, or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

34.10 The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the Works against the same. The Contractor shall be responsible to comply with the various labour laws such as Contract Labour (R&A) Act, 1970, Obtaining Labour License, Payment of Wages Act, Minimum Wages Act, Provident Fund Act & Rules etc. in respect of the persons engaged by him.

34.11 The Contractor shall be responsible for observance by his sub-contractors of the foregoing provisions.

#### 35.0 **Returns of Labour, etc**

35.1 The Contractor shall submit to the GCMMF Ltd copies of the license under the Contract Labour Act, if required and obtained by the Contractor and his Provident Fund no.. The Contractor shall, if required by the Engineer, also deliver to the Engineer a return in detail in such form and at such intervals as the Engineer may prescribe showing the supervisory staff and the numbers of the several classes of labour from time to time employed by the

Contractor on the Site and such information respecting Constructional Plant as the Engineer may require.

- 35.2 The Contractor shall not employ in connection with the works any person who has not completed fifteen years of age.
- 35.3 The Contractor shall in respect of labour employed by him comply with or cause to be complied with the provision of the various labour laws and rules and regulations such as Contract Labour Act (R&A) Act, 1970, Payment of Wages Act, Minimum Wages Act, Provident Fund Act & Rules etc. applicable to them in regard to all matters provided therein and shall indemnify the GCMMF Ltd in respect of all claims that may be made against the GCMMFLtd for noncompliance thereof by the Contractor.
- 35.4 Notwithstanding anything contained herein, the Engineer may take such actions as may be necessary for compliance of the various labour laws and recover the costs thereof from the Contractor.
- 35.5 In the event of the Contractor committing a default or breach of any of the provisions of labour laws and rules and regulations as applicable, shall pay penalties as imposed by the statutory Authorities and shall indemnify and keep indemnified the GCMMF Ltd all such penalties and compensations.

### **Materials and Workmanship**

#### **36.0 Materials and Workmanship**

- 36.1 All materials and workmanship shall be of the respective kinds described in the Contract and in accordance with the Engineer's instructions and shall be subjected from time to time to such tests as the Engineer may direct at the place of manufacture or fabrication, or on the Site or at Such other place or places as may be specified in the Contract, provide such assistance, instruments, machines, labour and materials as are normally required for examining, measuring and testing any work and the quality, weight or quantity of any material used and shall supply samples of materials before incorporation in the Works for testing as may be selected and required by the Engineer.

All samples shall be supplied by the Contractor at his own cost if the supply thereof is clearly intended by on provided for in the Contract.

The cost of conducting any test ordered by the Engineer to ascertain the quality of the materials and the workmanship shall be borne by the Contractor.

### **37.0 Inspection of Operations**

The Engineer and any person authorized by him shall at all times have access to the Works and to all workshops and places where work is being prepared or from where materials manufactured articles or machinery are being obtained for the Works and the Contractor shall afford every facility for and every assistance in or in obtaining the right to such access.

### **38.0 Examination of Work before Covering up**

No work shall be covered up or put out of view without the approval of the Engineer and the Contractor shall afford full opportunity for the Engineer to examine and measure and work which is about to be covered up or put out of view and to examine foundations before permanent work is place thereon. The Contractor shall give due notice to the Engineer whenever such work or foundations is or are read or about to be ready for examination and the Engineer shall unless he considers it unnecessary and advises the Contractor accordingly, attend for the purpose of examining and measuring such work or of examining such foundations.

The Contractor shall uncover any part or parts of the Work or make opening in or through the same as the Engineer may from time to time direct and shall reinstate and make good such part or parts to the satisfaction of the Engineer. If any such part or parts have been put out of view after compliance with the requirement clause 38.1 and are found to be executed in accordance with the Contract, the expenses of uncovering, making openings in or through, reinstating and making good the same shall be borne by the GCMMF Ltd, but in any other case all costs shall be borne by the Contractor.

### **39.0 Removal of Improper Work and Materials**

39.1 The Engineer shall during the progress of the Works have power to order in writing from time to time.

a) The removal from the Site, within such time or times as may be specified in the order, of any materials, which, in the opinion of the Engineer, are not in accordance with the Contract.

b) The substitution of proper and suitable materials and

c) The removal and proper re-execution, notwithstanding any previous test thereof or interim payment there for, of any work which in respect of materials or workmanship is not, in the opinion of the Engineer, in accordance with the Contract.

In case of default on the part of the Contractor in carrying out such order, the GCMMF Ltd shall be entitled to employ and pay other persons to carry out the same and all expenses

consequent thereon or incidental thereto shall be recoverable from the Contractor by the GCMMF Ltd or may be deducted by the GCMMF Ltd from any payment due or which may become due to the Contractor.

#### 40.0 **Suspension of Work**

40.1 The Contractor shall, on the written order of the Engineer, suspend the progress of the Works or any part thereof for such time or times and in such manner as the Engineer may consider necessary and shall during such suspension properly protect and secure the work, so far as is necessary in the opinion of the Engineer. The extra cost incurred by the Contractor in giving effect to the Engineer's instructions under this Clause shall be borne and paid by the GCMMF Ltd unless such suspension is:

a) Otherwise provided for in the Contract, or

b) Necessary by reasons of some default on the part of the Contractor, or

c) Necessary by reasons climatic conditions on the Site, or

d) Necessary for the proper execution of the Work or for the safety of the Works or any part thereof insofar as such necessity does not arise from any act or default by the Engineer or the GCMMF Ltd or from any of the excepted risks defined in Clause 20 hereof.

Provided that the Contractor shall not be entitled to recover any such extra cost unless the give written notice of his intention to claim to the Engineer within fifteen days of the Engineer's order. The Engineer shall settle and determine such extra payment and/or extension of time under Clause 44 hereof to be made to the Contractor in respect of such claim as shall, in the opinion of the Engineer, be fair and reasonable.

40.2 If the progress of the Works or any part thereof is suspended on the written order of the Engineer and if permission to resume work is not given by the Engineer within a period of ninety days from the date of suspension then, unless such suspension is within paragraph (a), (b), (c), or (d) of sub-clause (1) of this Clause, the Contractor may serve a written notice on the Engineer requiring permission within twenty-eight days from the receipt thereof to proceed with the works, or that part thereof in regard to which progress is suspended and, if such permission is not granted within the time, the Contractor by a further written notice so served may, but is bound to, elect or treat the suspension where it affects only part of the Works as an omission of such part under Clause 52 hereof, or, where it affects the whole Works, as an abandonment of the Contract by the GCMMF Ltd.



## Commencement Time and Delays

### 41.0 Commencement of Works

- 41.1 The Contractor shall commence the Works on Site within the period named in the Appendix to the Tender after the receipt by him of a written order to this effect from the Engineer and shall proceed with the same with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer, or be wholly beyond the Contractor's control.

### 42.0 Possession of Site

- 42.1 Save insofar as the Contract may prescribe, the extent or portions of the Site of which the Contractor is to be given possession from time to time and the order in which such portions shall be made available to him and, subject to any requirement in the Contract as to the order in which the Works shall be executed, the GCMMF Ltd will, with the Engineer's written order to commence the Works, give to the Contractor possession of so much of the Site as may be required to enable the Contractor to commence and proceed with the execution of the Works in accordance with the programme referred to in Clause 14 hereof, if any and otherwise in accordance with such reasonable proposals of the Contractor as he shall, by written notice to the Engineer, make and will, from time to time as the Work proceed, give to the Contractor possession of such further portions of the Site as may be required to enable the Contractor to proceed with the execution of the Works with due dispatch in accordance with the said programmes or proposals, as the case may be. If the Contractor suffers delay from the failure on the part of the GCMMF Ltd to give possession in accordance with the terms of the is Clause, the Engineer shall grant an extension of time for the completion of the Works as, in his opinion shall be fair and the price escalation pursuant to clause 71.0 hereof, provided the extended time period including the original contract period exceeds 12 months.

- 42.2 The Contractor shall bear all costs and charges for special or temporary way leaves required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional accommodation outside the Site required by him for the purposes of the Works.

### 43.0 Time for Completion

- 43.1 Subject to any requirement in the Contract as to completion of any section of the Works before completion of the whole, the whole of the Works shall be completed, in accordance with the provisions of Clause 49 hereof, within the time stated in the Contract or such extended time as may be allowed under Clause 44 hereof.

#### **44.0 Extension of Time of Completion**

44.1 Should the amount of extra or additional work of any kind or any cause of delay referred to in these Conditions, or exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the Contractor, be such as fairly to entitle the Contractor to an extension of time for the completion of the works, the Engineer shall determine the amount of such extension and shall notify the GCMMF Ltd and the Contractor accordingly. Provided that the Engineer is not bound to take in account any extra or additional work or other special circumstances unless the Contractor has within thirty days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the Engineer full and detailed particulars of any extension of time to which he may consider himself entitled in order that submission may be investigated at the time.

#### **45.0 No Night Work**

45.1 Subject to any provision to the contrary contained in the Contract, none of the Permanent Works shall, save as hereinafter provided, be carried on during the night without the permission in writing of the Engineer except when the work is unavoidable or absolutely necessary for the saving of life or property or for the safety of the Works, in which case the Contractor shall immediately advise the Engineer. Provided always that the provisions of this Clause shall not be applicable in the case of any work, which it is customary to carry out by rotary or double shifts.

#### **46.0 Rate of Progress**

46.1 If for any reason, which does not entitle the Contractor to an extension of time, the rate of progress of Works or any section is at any time, in the opinion of the Engineer, too slow to ensure completion by their prescribed time or extended time for completion, the Engineer shall so notify the Contractor in writing and the Contractor shall thereupon take such steps as are necessary and the Engineer may approve to expedite progress so as to complete the Works or such section by the prescribed time or extended tie. The Contractor shall not be entitled to any additional payment for taking such steps. If, as a result of any notice given by the Engineer under this Clause, the Contractor shall seek the Engineer's permission to do any work at night, such permission shall not be unreasonably refused.

#### **47.0 Liquidated Damages for Delay**

47.1 If the Contractor shall fail to achieve completion of the Works within the time prescribed in the Appendix to the Form of Bid, then the Contractor shall pay to the GCMMF Ltd the sum at the rate of 0.50 % of the Contract value as liquidated damages for such default and not as a penalty for every week or part of the week which shall elapse between the time prescribed by Clause 43 hereof and the date of certified completion of the particular

Works. The GCMMF Ltd may without prejudice to any other method of recovery, deduct the amount of such damages from any payment in its hands, due or which may become due to the Contractor. The payment or deduction of such damages shall not relieve the Contractor from his obligation to complete the works, or form any other of his obligations and liabilities under the Contract.

47.2 The aggregate maximum of the liquidated damages payable to the GCMMF Ltd under this clause shall be subject to a maximum of 10% of the Contract value.

47.3 If, before the completion of the whole of the Works any part or section of the Works has been certified by the Engineer as completed, pursuant to Clause 49 hereof, and occupied by the GCMMF Ltd, the liquidated damages for delay shall, for any period of delay after such certificate be reduced in the proportion which the value of the part or section so certified bears to the value of the whole of the Works.

47.4 The criteria for deriving the liquidated damage shall be the actual value of works executed and the amended time of completion.

#### 48.0 **Bonus for early completion**

48.1 If the Contractor achieves completion prior to the time prescribed by the clause 43 hereof, the GCMMF Ltd shall pay to the Contractor the sum at the rate as stated in the Appendix to the Form of Bid as bonus for early completion for every complete week which shall elapse between the date of certificate of completion of works issued in accordance with clause 49 hereof and the time prescribed by clause 43 hereof.

The aggregate maximum of Bonus payable to the Contractor shall be subject to a maximum of 2.5% of the contract value.

#### 49.0 **Certification of Completion of Works**

49.1 When the whole of the Works have been virtually completed and have satisfactorily passed any final test that may be prescribed by the Contract, the Contractor may give a notice to that effect to the Engineer accompanied by an undertaking to finish any outstanding work during the period of Maintenance. Such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor for the Engineer to issue a Certificate of Completion in respect of the Works. The engineer shall, on receipt of such notice either issue to the Contractor, with a copy to the GCMMF Ltd, a Certificate of Completion stating the date on which, in his opinion, the Works were virtually completed in accordance with the Contract or give instructions in writing to the Contractor specifying all the work which, in the engineer's opinion, requires to be done by the Contractor before the issue of such Certificate. The engineer shall also notify the Contractor of any defects in the Works affecting virtual completion that may appear after such instructions and

before completion of the works specified therein. The Contractor shall be entitled to receive such Certificate of Completion, or on the completion, to the satisfaction of the Engineer, of the works so specified and making good any defects so notified.

49.2 Similarly, in accordance with the procedure set out in sub clause (1) of this Clause, the Contractor may request and the Engineer shall issue a Certificate of Completion in respect of: -

a) Any section of the Permanent Works in respect of which a separate time for completion is provided in the Contract and

b) Any substantial part of the permanent Works, which has been both, completed to the satisfaction of the Engineer and occupied by the GCMMF Ltd/ owner.

If any part of the permanent Works shall have been virtually completed and shall have satisfactorily passed any final test that may be prescribed by the Contract, the Engineer may issue a Certificate of Completion in respect of that part of the Permanent Works before completion of the whole of the Works and, upon the issue of such Certificate, the Contractor shall be deemed to have undertaken to complete any outstanding work in that part of the Works during the Period of Maintenance.

Provided always that a Certificate of Completion given in respect of any section or part of the Permanent Works before completion of the whole shall not be deemed to certify completion of any ground or surfaces requiring reinstatement, unless such Certificate shall expressly so state.

### **Maintenance and Defects. (Defect Liability)**

#### **50.0 Definition of Period of Maintenance**

50.1 In these Conditions the expression "Period of Maintenance" shall mean the period of maintenance name in the Appendix to the Tender, calculated from date of the completion of the Works, certified by the Engineer in accordance with Clause 49 hereof, or, in the event of more than one certificate having been issued by the Engineer under the said Clause, from the respective dates so certified and in relation to the Period of Maintenance the expression "the Works" shall be construed accordingly.

50.2 To the intent that the Works shall at or as soon as practicable after the expiry of Period of Maintenance be delivered to the GCMMF Ltd in the condition required by the Contract, fair wear and tear excepted, to the satisfaction of the Engineer, the Contractor shall finish the work, if any, outstanding at the date of completion, as certified under the clause 49 hereof, as soon as practicable after which date and shall execute all such work of repair, amendment, reconstruction, rectification and making good defects, imperfections, shrinkages or other faults as may be required of the Contractor in writing by the Engineer during the Period of Maintenance, or within fifteen days after its expiry as a result of an inspection made by or on behalf of the Engineer prior to its expiry.

50.3 All such work shall be carried out by the Contractor at his own expense if the necessity thereof shall, in the opinion of the Engineer, be due to the use of materials or workmanship not in accordance with the Contract, or to neglect or failure on the part of the Contractor to comply with any obligation, expressed or implied, on the Contractor's part under the Contract.

50.4 If the Contractor shall fail to do any such work as aforesaid required by the Engineer, the GCMMF Ltd shall be entitled to employ and pay other persons to carry out the same and if such work is work which in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, then all expenses consequent thereon or incidental thereto shall be recoverable from the Contractor by the GCMMF Ltd or may be deducted by the GCMMF Ltd from any payment due or which may become due to the Contractor.

#### 51.0 Contractor to Search

51.1 The Contractor shall, if required by the Engineer in writing, search under the direction of the Engineer for the cause of any defect, imperfection or fault appearing during the progress of the Works or in the Period of Maintenance. Unless such defect, imperfection or fault shall be one for which the Contractor is liable under the Contract, the cost of the work carried out by the Contractor in searching as aforesaid shall be borne by the GCMMF Ltd. If such defect, imperfection or fault shall be one for which the Contractor is liable as aforesaid, the cost of the 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 fault at his own expense in accordance with the provisions of Clause 50 hereof.

### Alterations, Additions and Omissions

#### 52.0 Variations

52.1 The Engineer shall make any variations of the form quality or quantity of the Works or any part thereof that may, in his opinion, be necessary and for that purpose, or if for any other reason it shall, in his opinion be desirable, he shall have power to order the Contractor to do any of the following: -

a) Increase or decrease the quantity of any work included in the Contract,

b) Omit any such work,

c) Change the Character or quality or kind of any such work,

d) Change the levels, lines, position and dimensions of any part of the Works, and

e) Execute additional work of any kind necessary for the completion of the Works,

f) Change any specified sequence, method or timing of construction of any part of the works,

And no such variation shall in any way vitiate or invalidates the Contract, but the value, if any, of all such variations shall be taken into account in ascertaining the amount of the Contract Price. No extra payment other than quoted rates shall be applicable for variation in quantities as per site condition and project requirement.

52.2 No such variations shall be made by the Contractor without an order in writing of the Engineer. Provided that no order in writing shall be required for increase or decrease in the quantity of any work where such increase or decrease is not the result of an order given under this Clause, but is the result of the quantities exceeding or being less than those stated in the Schedule of Quantities. Provided also that if for any reason the Engineer shall consider it desirable to give any such order verbally, the Contractor shall comply with such order and any confirmation in writing of such verbal order given by the Engineer, whether before or after the carrying out of the order, shall be deemed to be an order in writing within the meaning of this clause. Provided further that if the Contractor shall within seven days confirm in writing to the Engineer and the Engineer shall not contradict such confirmation in writing within fourteen days, it shall be deemed to be an order in writing by the Engineer.

53.0 **Valuation of Extra items ( Items not covered in the tender but executed by Contractor as per GCMF Ltd's & Architect's instruction.**

53.1 All extra or additional items of work done or items of work omitted in the order, the Engineer shall be valued at the rates and prices set out in the Contract if, in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices applicable to the extra or additional work, then suitable rates or prices shall be agreed upon between the Engineer and the Contractor. In the event of disagreement the Engineer shall fix such rates or prices as shall, in his opinion, be reasonable and proper based on the rate analysis duly submitted by the contractor and scrutinized by the AFDG's Engineer In charge. The basis shall be cost of material + Labour + Transportation, loading, unloading etc. at actual + 15 % Over Heads & Profits of the contractor. Taxes shall be extra at actual.

53.2 Provided that if the nature or amount of any omission or addition relative to the nature or amount of the whole of the works or to any part thereof shall be such that, in the opinion of the Engineer, the rate or price contained in the Contract for any item of the Works is, by

reason of such omission or addition, rendered inapplicable, then a suitable rate or price shall be agreed upon between the Engineer and the Contractor. In case of disagreement the Engineer shall work out and fix the rate or the price.

- 53.3 In case of any class of work for which there is not such specification supplied by the Owner/GCMMF Ltd as is mentioned in accordance with Indian Standard Specifications and if the I.S.S. do not cover the same the work should be carried out as per the standard Engineering practice subject to the approval of the Engineer.

Provided also that no increase or decrease under clause 53.1 or variation of rate or price under clause 53.2 of shall be made unless, as soon after the date of the order as is practicable and, in the case of extra or additional work, before the commencement of the work or as soon thereafter as is practicable, notice shall have been given in writing:-

a) By the Contractor to the Engineer of his intention to claim extra payment or a varied rate or price or

b) By the Engineer to the Contractor of his intention to vary a rate or price.

- 53.4 If, on certified completion of the whole of the works it shall be found that a reduction or increase greater than 25 per cent of the sum named in the Letter of Acceptance, results from: -

a) The aggregate effect of all Variation Orders, and

b) All adjustments upon measurement of the estimated quantities set out in the Schedule of Quantities, excluding the adjustments of price made under Clause 71.1 hereof,

but not from any other cause, the amount of the Contract Price shall be adjusted by such sum as may be agreed between the Contractor and the Engineer or, failing agreement, fixed by the Engineer having regard to all material and relevant factors, including the Contractor's site and general overhead cost of the Contract.

- 53.5 The Contractor shall send to the Engineer once in every month an account giving particulars, as full and detailed as possible, of all claims for any additional payment to which the Contractor may consider himself entitled and of all extra or additional work ordered by the Engineer which he has executed during the preceding month.

No final or interim claim for payment for any such work or expense will be considered which has not been included in such particulars. Provided always that the Engineer shall be entitled to authorize payment to be made for any such work or expense,

notwithstanding the Contractor's failure to comply with this condition, if the Contractor has, at the earliest practicable opportunity, notified the Engineer in writing that he intends to make a claim for such work.

### **Plant, Temporary Works and Materials**

#### **54.0 Plant, etc. Exclusive Use for the Works**

54.1 All Constructional Plant, Temporary Works and materials provided by the Contractor shall, when brought on to the Site, be deemed to be exclusively intended for the execution of the Works and the Contractor shall not remove the same or any part thereof, except for the purpose of moving it from one part of the site to another, without the consent, in writing, of the Engineer, which shall not be unreasonably withheld.

Upon completion of the Works the Contractor shall remove from the Site all the said Constructional Plant and Temporary Works remaining thereon and any unused materials provided by the Contractor.

The GCMMF Ltd shall not at any time be liable for the loss of or damage to any of the said Constructional Plant, Temporary Works or materials save as mentioned in Clauses 20 and 66 hereof.

#### **55.0 Approval of Materials, etc., not implied**

55.1 The Operation of Clause 54 hereof shall not be deemed to imply any approval by the Engineer of the materials or other matters referred to therein nor shall it prevent the rejection of any such materials at any time by the Engineer.

### **Measurement**

#### **56.0 Quantities**

56.1 The quantities set out in the Schedule of Quantities are the estimated quantities of the work, but they are not to be taken as the actual and exact quantities of the Works to be executed by the Contractor in fulfillment of his obligations under the Contract.

#### **57.0 Works to be measured**



57.1 The Engineer/Architect shall, except as otherwise stated, ascertain and determine by measurement the value in terms of the Contract of work done in accordance with the Contract. He shall, when he requires any part or parts of the Works to be measured, give notice to the Contractor's authorized agent or representative, who shall forthwith attend or send a qualified agent to assist the Engineer in making such measurement, and shall furnish all particulars required by either of them. Should the Contractor not attend, or neglect or omit to send such agent, then the measurement made by the Engineer or approved by him shall be taken to be the correct measurement of the work. For the purpose of measuring such permanent work as is to be measured by records and drawings, the Engineer shall prepare records and drawings month by month of such work and the Contractor, as and when called upon to do so in writing, shall, within fourteen days, attend to examine and agree such records and drawings with the Engineer and shall sign the same when so agreed. If the Contractor does not so attend to examine and agree to such records and drawings, they shall be taken to be correct. If, after examination of such records and drawings, the Contractor does not agree to the same or does not sign the same as agreed, they shall nevertheless be fourteen days of such examination, lodge with the Engineer, for decision by the Engineer, notice in writing of the respects in which such records and drawings are claimed by him to be incorrect.

#### **58.0 Method of Measurement**

58.1 The Works shall be measured net, as prescribed in the specification of works, notwithstanding any general or local custom, except where otherwise specifically described or prescribed in the Contract. Wherever not specifically mentioned in the Contract, the mode of measurement as prescribed in the relevant IS codes shall be applicable and binding to the Contract. A list of ISS code of practices, which shall be referred to in that event, is attached as annex to the Section IV of Technical Specifications. Only the latest editions of all the codes of practices including all latest official amendments and revisions shall be applicable.

58.2 For measurement of items of work in foundation and plinth & in super structure the criteria shall be the plinth level of the individual buildings covered under this Contract.

#### **Nominated Sub-Contractor.**

#### **59.0 Definitions of "Nominated Sub-Contractors"**

59.1 All specialists, merchants, tradesmen and others executing any work or supplying any goods, materials or services, who may have been or be nominated or selected or approved by the GCMF Ltd or the Engineer, and all persons to whom by virtue of the provisions of the Contract the Contractor is required to sub-let any work shall, in the execution of such work or the supply of such goods, materials or services, be deemed to be sub-Contractors employed by the Contractor and are referred to in this contract as "nominated Sub-Contractors".

59.2 The Contractor shall not be required by the GCMMF Ltd or the Engineer or be deemed to be under any obligation to employ any nominated Sub- Contractor against whom the Contractor may raise reasonable objection, or who shall decline to enter into a sub-contract with the Contractor containing provisions : -

a) That in respect of the work, goods, materials or services the subject of the sub-contract, the nominated Sub- Contractor will undertake towards the Contractor the like obligations and liabilities as are imposed on the Contractor towards the GCMMF Ltd by the terms of the Contract and will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection therewith, or arising out of or in connection with any failure to perform such obligations or to fulfill such liabilities, and

b) That the nominated Sub- Contractor will save harmless and indemnify the Contractor from and against any negligence by the nominated Sub- Contractor, his agents, workmen and servants and from and against any misuse by him or them of any Constructional Plant or Temporary Works provided by the Contractor for the purposes of the Contractor and from all claims as aforesaid.

59.3 If in any connection with any Provisional Sum the services to be provided include any matter of design or specification of any part of the permanent works or of any equipment or plant to be incorporated therein, such requirement shall be expressly stated in the Contract and shall be included in any nominated Sub-Contract. The nominated Sub-Contract shall specify that the nominated Sub- Contractor providing such services will save harmless and indemnify the Contractor from and against the same and from all claims, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any failure to perform such obligations or to fulfill such liabilities.

59.4 For all work executed or goods, materials, or services supplied by any nominated Sub-Contractor, there shall be included in the Contract Price : -

a) The actual price paid or due to be paid by the Contractor, on the direction of the Engineer, and in accordance with the Sub-Contract;

b) The sum, if any, entered in the Schedule of Quantities for labour supplied by the Contractor in connection therewith, or if ordered by the Engineer as may be determined in accordance with Clause 53 hereof;

c) In respect of all other charges and profit, a sum being a percentage rate of the actual price paid or due to be paid calculated, where provision for such is made in a special item provided in the Schedule of Quantities for such purpose.

59.5 Before issuing, under Clause 60 hereof, any certificate, which includes any payment in respect of work done or goods, materials, or services supplied by any nominated Sub-Contractor, the Engineer shall be entitled to demand from the Contractor reasonable that all payments, less retentions, included in previous certificates in respect of the work or goods, materials or services of such nominated Sub-Contractor have been paid or discharged by the Contractor, in default whereof unless the Contractor shall

a) Inform the Engineer in writing that he has reasonable cause for withholding or refusing to make such payments and

b) Produce to the Engineer reasonable proof that he has so informed such nominated sub- contractor in writing,

The GCMMF Ltd shall be entitled to pay to such nominated sub- contractor direct, upon the certificate of the Engineer, all payments, less retentions, provided for in the sub-contact, which the Contractor has failed to make to such nominated sub- contractor and to deduct by way of set-off the amount so paid by the GCMMF Ltd from any sums due or which may become due from the GCMMF Ltd the Contractor. Provided always that, where the Engineer has certified and the GCMMF Ltd has paid direct as aforesaid, the Engineer shall in issuing any further certificate in favour of the Contractor deduct from the amount thereof the amount so paid, direct as aforesaid, but shall not withhold or delay the issue of the certificate itself when due to be issued under the terms of the Contract.

59.6 In the event of a nominated sub-contractor, as hereinbefore defined, having undertaken towards the Contractor in respect of the work executed, or the goods, materials or services supplied by such nominated sub-contractor, any continuing obligation extending for a period exceeding that of the Period of Maintenance under the Contract, the Contractor shall at any time, after the expiry of the Period of Maintenance, assign to the GCMMF Ltd, at its request and cost, the benefit of such obligation for the unexpired duration thereof.

### **Certificates and Payments**

#### **60.0 Interim Payment Certificate**

60.1 (a) The Contractor shall submit a bill or shall submit measurement of works executed for the preparation of the bill on computer of GCMMF Ltd for interim payment in 3 copies to the Engineer on a specified date in each month in a form approved by the Engineer. The bill for interim payment shall include the following items, as applicable, which shall be taken in to account in the sequence listed: -

The estimated Contract value of the Permanent Works executed since the submission of the last bill, obtained by applying the base unit rates and prices in the Schedule of Quantities measured by the Engineer pursuant to clause 57.

The estimated Contract value of the Permanent Works as obtained above executed up to the previous bill.

Contractors may raise Cumulative RA bill and value of each RA Bill should be minimum 10% of PO value.

The cumulative estimated Contract value at base unit rates and prices of the Permanent Works up to the bill in question.

The cumulative amounts approved in respect of extra items executed up to the bill in question, obtained by applying the rates approved.

An amount reflecting any changes in cost pursuant to clause 71 hereof;

Any amount to be withheld under the retention provisions of clause 60.3;

Any credit or debit for the period in question in respect of materials on site intended for, but not yet incorporated in, the Permanent Works in the amount and under the conditions set forth in clause 60.2;

Any other sum to which the Contractor may be entitled under the Contract.

Deductions of Income tax shall be made on the gross amount of each bill as per the provision of the Income tax Act.

Any amount to be deducted on account of water charges and power supply, if any, pursuant to clause 5.40 & 6.20 of Section III, Special Conditions of Contract.

Any amount to be deducted on account of materials issued to the Contractor pursuant to clause 7.1 of section III, Special Conditions and Contract.

b) Within 30 days of the receipt of the said bill for interim payment, it shall be approved or amended such that, in the Engineer's opinion, the certificate reflects the amount due to the Contractor in accordance with the Contract. In cases where there is difference of opinion as to the value of any item, the Engineer's view shall prevail.

60.2 The Contractor shall be entitled to such sum as the Engineer may consider proper in respect of materials intended for but not yet incorporated in the Permanent Works provided that:-

- a) The materials are in accordance with the specification for the Permanent Works;
- b) Such materials have been delivered to the site, and are properly stored and protected against loss or damage or deterioration to the satisfaction of the Engineer;
- c) The Contractor's records of the requirements, orders, receipts and the use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer;
- d) The Contractor shall submit with his monthly statement the estimated value of the materials on site together with such documents as may be required by the Engineer for the purpose of the valuation of materials and providing evidence of ownership and payment therefore;
- e) The ownership of such materials shall be deemed to vest in the GCMMF Ltd; and
- f) The sum payable for such materials on site shall not exceed 75% of the related exfactory / exwarehouse / exquarry price of the building materials, which shall in any case not be more than the materials, which shall in any case not be more than the material component of the base unit rates in the Schedule of Quantities.

### 60.3 Retention Money

- a) A retention amounting to 5% of the amount included in any monthly interim payment certificate pursuant to clause 60.1 due to the Contractor on account of the permanent Works executed by him shall be made by the Engineer in the first and following certificates until such time as the cumulative total of such deductions shall amount to 10% of the total actual value of Work to be done;
- b) If the Contractor so requests, the GCMMF Ltd may pay the cumulative amount of retention money to the Contractor upon lodgment with the GCMMF Ltd of a Bank guarantee issued by a **Nationalized Indian Bank**, or a **foreign bank operating in India**. **The guarantees given by other banks should be confirmed by a Nationalized Indian Bank** or a foreign bank operating in India. The acceptable form of Bank guarantee shall be strictly as per Performa P.1 given in Section VII of the bidding document.

d) Such accumulated retention money shall be paid to the contractor after successful completion of defect liability period. Provided always that, if at such time there shall remain to be executed by the Contractor any works ordered during such period pursuant to clause 50 and 51 hereof, the GCMMF Ltd shall be entitled to withhold payment until the completion of such works of so much of the balance of the retention money as shall, in the opinion of the engineer, represent the cost of the works so remaining to be executed; and

e) No interest shall be paid by the GCMMF Ltd to the Contractor for the amount withheld as Retention Money with the GCMMF Ltd.

60.4 The Engineer may by any Interim Payment Certificate make any corrections or modifications in any previous bills (other than one purporting to be a Final payment certificate) which shall have been issued by him and shall have power to modify or withhold any Interim Payment Certificate if the works or any part thereof are not being carried out to his satisfaction.

#### **61.0 Approval only by Maintenance Certificate**

61.1 No Certificate other than the Maintenance Certificate referred to in Clause 62 hereof shall be deemed to constitute approval of the Works.

#### **62.0 Maintenance Certificate**

62.1 The Contract shall not be considered as completed until Maintenance Certificate shall have been signed by the Engineer and delivered to the GCMMF Ltd stating that the Works have been completed and maintained to his satisfaction. The Maintenance Certificate shall be given by the engineer after the expiry of the Period of Maintenance, or, if different periods of maintenance shall become applicable to different sections or parts of the Works, the expiry of the latest such period, or as soon thereafter as any works ordered during such period, pursuant to Clause 50 and 51 hereof, shall have been completed to the satisfaction of the Engineer and full effect shall be given to his Clause, notwithstanding any previous entry on the Works or the taking possession, working or using thereof or any part thereof by the GCMMF Ltd.

62.2 The GCMMF Ltd shall not be liable to the Contractor for any matter or thing arising out of or in connection with the Contract or the execution of the works, unless the Contractor shall have made a claim in writing in respect thereof before the issuance of the Maintenance Certificate under this Clause.

62.3 Notwithstanding the issue of the Maintenance Certificate the Contractor and, subject to clause 62.2, the GCMF Ltd shall remain liable for the fulfillment of any obligation incurred under the provisions of the Contract prior to the issue of the Maintenance Certificate which remains unperformed at the time such Certificate is issued and, for the purposes of determining the nature and extent of any such obligation, the Contract shall be deemed to remain in force between the parties hereto.

### **Remedies and Power**

#### **63.0 Default of Contractor**

63.1 If the Contractor shall become bankrupt, or have a receiving order made against him or shall present his petition in execution levied on his goods, or if the Engineer shall certify in writing to the GCMF Ltd that in his opinion the Contractor: -

a) Has abandoned the Contract, or

b) Without reasonable excuse has failed to commence the works or has suspended the progress of the works for 28 days after receiving from the Engineer written notice to proceed, or

c) Has failed to remove materials from the site or pull down and replace work for 30 days after receiving from the Engineer written notice that the said materials or work had been condemned and rejected by the Engineer under these conditions, or

d) Despite previous warnings by the Engineer, in writing, is not executing the works in accordance with the Contract, or is persistently neglecting to carry out his obligations under the Contract, or

e) Has, to the detriment of good workmanship, or in defiance of the Engineer's instructions of the Engineer's instructions to the contrary, sub-let any part of the Contract.

Then the GCMF Ltd may, after giving 15 day's notice in writing to the Contractor, enter upon the site and the works and expel the Contractor there from and without thereby avoiding the Contract, or releasing the Contractor from any of his obligations or liabilities under the Contract, or affecting the rights and powers conferred on the GCMF Ltd or the Engineer by the Contract, and may himself complete the works or may employ and other Contractor to complete the works. The GCMF Ltd or such other Contractor to complete the works. The or such other GCMF Ltd may use for such completion so much of the constructional plant, temporary works and materials, which have deemed to be reserved exclusively for the execution of the works, under the provisions of the Contract, as he or they may think proper, and the GCMF Ltd may at any time, sell any of the said Constructional Plant, temporary works and unused materials including invocation of bank

guarantees and apply the proceeds of sale in or towards the satisfaction of any sum(s) due or which may become due to him from the Contractor under the Contract.

- 63.2 The Engineer shall, as soon as may be practicable after any such entry and expulsion by the GCMMF Ltd, fix and determine **ex-party**, or by or after reference to the parties, or after such investigation or enquiries as he may think fit to make or institute, and shall certify what amount, if any, had at the time of such entry and expulsion been reasonably earned by or would reasonably accrue to the Contractor in respect of work then actually done by him under the Contract and the value of any of the said unused or partially used materials, any Constructional Plant and any temporary works.
- 63.3 If the GCMMF Ltd shall enter and expel the Contractor under this clause, it shall not be liable to pay to the Contractor any money on account of the Contract until the expiry of Period of Maintenance and thereafter until the costs of execution and maintenance, damages for delay in completion, if any, and all other expenses incurred by the GCMMF Ltd have been ascertained and the amount thereof certified by the Engineer. The Contractor shall then be entitled to receive only such sum(s), if any, as the Engineer may certify would have been payable to him upon due completion by him after deducting the said amount. If such amount shall exceed the sum which would have been payable to the Contractor on due completion by him, then the Contractor shall, upon demand, pay to the GCMMF Ltd the amount of such excess and it shall be deemed a debt due by the Contractor to the GCMMF Ltd and shall be recoverable accordingly.
- 63.4 In such event, the GCMMF Ltd shall charge 15% overhead to cover the departmental charges and the same shall be recovered from the Contractor.

No credit shall be allowed to the Contractor in case the amount spent by the GCMMF Ltd for a particular item, which shall be less than the amount payable as per the tender amount.

64.0 **Urgent repairs.**

- 64.1 If, by reason of any accident, or failure, or other event occurring to in or in connection with the works, or any part thereof, either during the execution of the works, or during the Period of Maintenance, any remedial or other work or repair shall, in the opinion of the Engineer, be urgently necessary for the safety of the works and the Contractor is unable or unwilling at once to do such work or repair, the GCMMF Ltd may employ and pay other persons to carry out such work or repair as the Engineer may consider necessary. If the work or repair so done by the GCMMF Ltd is work, which, in the opinion of the Engineer, the Contractor was liable to do at his own expense under the Contract, all expenses properly incurred by the GCMMF Ltd in so doing shall be recoverable from the Contractor by the GCMMF Ltd, or may become due from the Contractor. Provided always that the Engineer, as the case may be, shall as soon after the occurrence of any such emergency as may be reasonably practicable, notify the Contractor thereof in writing.



## Special Risks

### 65.0 No Liability for War etc.

#### 65.1 Notwithstanding anything in the Contract contained:-

The Contractor shall be under no liability whatsoever whether by way of indemnity or otherwise for or in respect of destruction of or damage to the works, save to work condemned under the provisions of Clause 39 hereof prior to the occurrence of any special risk hereinafter mentioned, or to property whether of the GCMMF Ltd or of third parties, or for or in respect of injury or loss of life which is the consequence of any special risk as hereinafter defined. The GCMMF Ltd shall indemnify and save harmless the Contractor against and from the same and against and fro, all claims, proceedings, damages, costs, charges and expenses whatsoever arising there out or in connection therewith.

#### 65.2 If the works or any material on the site, or any other property of the Contractor used or intended to be used for the purposes of the works, shall sustain destruction or damage by reason of any of the said special risks the Contractor shall be entitled to payment for:

a) Any permanent work and for any materials so destroyed or damaged, and, as so far as may be required by the Engineer, or as may be necessary for the completion of the works, on the basis of costs plus such profit as the Engineer may certify to be reasonable

b) Replacing or making good any such destruction or damage of the works:

c) Replacing or making good such materials or other property of the Contractor used or intended to be used for the purposes of works.

#### 65.3 Destruction, damage, injury or loss of life caused by the explosion or impact whenever and wherever occurring of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war, shall be deemed to be a consequence of the said special risks.

#### 65.4 The GCMMF Ltd shall repay to the Contractor any increased cost of or incidental to the execution of the work, other than such as may be attributable to the cost of reconstruction work condemned under the provisions of Clause 39 hereof, prior to the occurrence of any special risk, which is however, attributable to or consequent on or the result of or in any way whatsoever connected with the said special risks, subject however to the provisions in this clause hereinafter contained in regard to outbreak of war, but Contractor shall as soon as any such increase of cost shall come to his knowledge forthwith notify the Engineer thereof in writing.

- 65.5 The Special Risks are unprecedented flood, earthquake or other convulsion of nature, war, hostilities (whether war be declared or not) invasion, act of foreign enemies, the nuclear and the pressure wave risk described in clause 20 hereof, or in so far as it related to the country in which the works are being or are to be executed or maintained, rebellion, revolution, insurrection, military or usurped power, civil work, or unless solely restricted to the employees of the Contractor or of his Sub- Contractors and arising from the conduct of the works, riot, commotion or disorder.
- 65.6 If, during the currency of the Contract, there shall be an outbreak of war, whether war is declared or not, in any part of the world which, whether financially or otherwise, materially affects the execution of the works, the Contractor shall, until and unless the Contract is terminated under the provision of this Clause, continue to use his best endeavors to complete the execution of the works. Provided always that the GCMMF Ltd shall be entitled at any time<sup>3</sup> after such outbreak of war to terminate the Contract by giving written notice to the Contractor and, upon such notice being given, this Contract shall, except as to the rights of the parties under this clause and to the operation of clause 65.8 hereof, terminate, but without prejudice to the right of either party in respect of any antecedent breach thereof.
- 65.7 If the Contract shall be terminated under the provisions of the last preceding sub-clause the Contractor shall, with all reasonable dispatch, remove from the site all constructional plant and shall give similar facilities to his sub- Contractor to do so.
- 65.8 If the Contract shall be terminated as aforesaid, the Contractor shall be paid by the GCMMF Ltd, as in so far as much amount or items shall not have already been covered by payments on account made to the Contractor, for all works executed prior to the date of termination at the rates and prices provided in the Contract and in addition: -
- a) The amounts payable in respect of any preliminary terms, so far as the works or service comprised therein has been carried out or performed, and a proper proportion as certified by the Engineer of any such items, the work or service comprise in which has been partially carried out or performed.
  - b) The cost of materials or goods reasonably ordered for the works which shall have been delivered to the Contractor, or of which the Contractor is legally liable to accept delivery, such materials or goods becoming the property of the GCMMF Ltd upon such payments being made by him.
  - c) A sum to be certified by the Engineer, being the amount of any expenditure reasonably incurred by the Contractor in the expectation of completing the whole of the works insofar as such expenditure shall not have been covered by the payments in this sub-clause before mentioned.

d) Any additional sum payable under the provision of the clauses 65.1,65.2 and 65.4.

e) The reasonable cost of removal of construction plant under clause 65.7 and, if required by the Contractor, return thereof to the Contractor's main plant yard in his country of registration or to any other destination, at no greater cost.

f) The reasonable cost of repatriation of all the Contractor's staff and workmen employed in or in connection with the works at the time of such termination.

Provided always that against that against any payments due from the GCMMF Ltd shall be entitled to be credited with any outstanding balance due from the Contractor for advances in respect of constructional plant and materials and any other sums which at the date of termination were recoverable by the GCMMF Ltd from the Contractor under the terms of the Contract.

### **Payment in the Event of Frustration**

66.1 If a war or other circumstances outside the control of both parties, arises after the Contract is made so that either party is prevented from fulfilling his Contractual obligation, or under the law governing the Contract, the parties are released from further performance, then the sum payable by the GCMMF Ltd to the Contractor in respect of the work executed shall be the same as that which would have been payable under clause 65 hereof if the Contract had been terminated under the provisions of clause 65 hereof.

### **67.0 Settlement of Disputes**

67.1 If the Contractor considers any work demanded of him to be outside the requirements of the Contract, or considers any drawings, record or ruling of the Engineer on any matter in connection with or arising out of the Contract or the carrying out of the work to be unacceptable, he shall promptly ask the Engineer in writing, for written instructions or decision. There upon the Engineer shall give his written instructions or decision within a period of thirty days of such request.

67.2 Upon the receipt of the written instructions or decisions the Contractor shall promptly proceed without delay to comply with such instructions or decisions.

If the Engineer fails to give his instructions or decisions in writing within a period of thirty days after being requested, or if the Contractor is dissatisfied with the instructions and decisions the contractor may appeal to the GCMMF Ltd which shall afford an opportunity to the Contractor to be heard and to offer an evidence in support of his appeal. The

GCMMF Ltd shall give a decision within a period of thirty days after the Contractor has given the said evidence in support of his appeal.

If the Contractor is dissatisfied with this decision, the Contractor within a period of thirty days from the receipt of the decision shall indicate his intention to refer the dispute to Arbitration, failing which the said decision shall be final and conclusive.

## **68.0 Arbitration**

68.1 All disputes or differences whatsoever which shall at any time arise between the parties hereto on the construction of this agreement or any clause herein contained or any matter in any way connected therewith or the rights, duties, obligations of the parties hereto shall within 3 months of the written notice of such difference (s) being given by one party to the other be finally referred to the adjudication of the Sole Arbitrator to be appointed by the GCMMF Ltd. The GCMMF Ltd shall then finalize a panel of three arbitrators and the intimation shall be sent to the Contractor to enable the Contractor to choose and confirm his acceptance to the appointment of one arbitrator from the panel. If the Contractor fails to communicate his selection of the name, within the stipulated period, the GCMMF Ltd shall select one arbitrator from the list and appoint him as the sole arbitrator. If the GCMMF Ltd fails to send such a list within thirty days, as stipulated, the Contractor shall send a similar list to the GCMMF Ltd within fifteen days. The GCMMF Ltd shall then select one arbitrator from the list and appoint him as the sole arbitrator within fifteen days. If the GCMMF Ltd fails to do so the Contractor shall communicate to the GCMMF Ltd the name of one officer from the panel who shall then be the Sole Arbitrator. The appointment of the Sole Arbitrator so made shall be final and conclusive.

68.2 If the Arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another Sole Arbitrator shall be appointed as aforesaid.

68.3 The Arbitrator shall be deemed to have entered in the reference on the date he issues notices to both the parties fixing the date of the first hearing.

68.4 The Arbitrator from time to time, with the consent of the parties enlarges the time for making and publishing the award.

68.5 The venue of the Arbitration shall be Kolkata only and jurisdiction for any matter/dispute arising out of or concerning or connected with such Arbitration shall be of kolkata court only as the case may be.

68.6 The fees, if any, of the Arbitration shall, if required to be paid before the award is made and published, be paid at half be each of the parties. The costs of the reference and the award including the fees, if any, of the Arbitrator shall be in the discretion of the Arbitrator

who may direct to and by whom and in what manner, such costs or any part thereof shall be paid any may fix and settle the amount of costs to be so paid.

68.7 The award of the Arbitrator shall be final and binding on both the parties.

68.8 The Arbitration proceedings shall be governed by the Indian Arbitration act, 1940 and the rules there under or any statutory modification thereof for the time being in force. Performance under the contract, shall, if reasonably possible, continue during the Arbitration proceedings and the payments due to the contractor by the GCMMF Ltd shall not be withheld, unless they are the subjects of the Arbitration proceedings.

#### 69.0 Notices

69.1 All Certificates, notices or written orders to be given by the GCMMF Ltd or by the Engineer to the Contractor under the terms of the Contract shall be served by sending by post to or delivering the same to the Contractor's principal place of business, or such other address as the Contractor shall nominate for this purpose.

All notices to be given to the GCMMF Ltd or to the Engineer under the terms of the Contract shall be served by sending by post or delivering the same to the respective addresses nominated for that purpose.

Either party may change a nominated address to another address in the country where the works are being executed by prior written notice to the other party and the Engineer may do so by prior written notice to both parties.

#### 70.0 Default of GCMMF LTD

70.1 In the event of the GCMMF Ltd: -

- a) Failing to pay to the Contractor the amount due under any certificate of the Engineer within 60 days after the same shall have become due under the terms of the Contract, subject to any deduction that the GCMMF Ltd is entitled to make under the Contract, or
- b) Interfering with or obstruction or refusing any required approval to the issue of any such certificate, or
- c) Giving to the Contractor a formal notice that for any unforeseen reasons, it is impossible GCMMF Ltd to meet its Contractual obligations.

The Contractor shall be entitled to terminate his employment under the Contract after giving thirty days prior written notice to the GCMMF Ltd, with a copy to the Engineer.

70.2 Upon the expiry of the fourteen days notice referred to in clause 70.1, the Contractor shall, notwithstanding the provisions of clause 54.1 hereof, with all reasonable dispatch, remove from the site all constructional plant brought by him thereon.

70.3 In the event of such termination the GCMMF Ltd shall be under the obligations to the Contractor in regard to payment as if the Contract had been terminated under the provisions of clause 65 hereof, but, in addition to the payments specified in clause 65.8 hereof, the GCMMF Ltd shall pay to the Contractor the amount of any loss or damage to the Contractor arising out of or in connection with or by consequence of such termination, as are deemed reasonable and fair.

### **71.0 Changes in Cost and Legislation**

71.1 No price adjustment if the Contract period is less than and up to 12 months. Pursuant to clause 11.4 of Section I Instructions to Bidders. However due to unforeseen circumstances if the completion time is extended, the rates quoted shall remain unchanged for period of sixth months beyond the stipulated completion time. Beyond this period of fifteen months change in cost would be worked out as per mutually agreed upon formula.

### **72.0 Taxation**

72.1 The Contractor will have to specify tax conditions. Weather service tax, VAT, WCT, etc are applicable or not. If these taxes are applicable at what rate they will be applicable. **Tax condition is not specified, your rate should be considered as inclusive of all taxes.** Whichever is applicable that may be levied according to the laws and regulations on the constructional plant, material and supplies acquired for the purpose of the Contract and on the services performed under the Contract. Nothing in the contract shall relieve the Contractor from his responsibility to pay any tax that may be levied on profits made by him in respect of the Contract.

72.2 The Contractor's staff, personnel and labour will be liable to pay personnel income taxes in respect of such of their salaries and wages as are chargeable under the laws and regulations for the time being in force, and the Contractor thereof as may be imposed on him by such laws and regulations.

### **73.0 Bribery and Collusion**

73.1 The GCMMF Ltd shall be entitled to terminate the contract and recover from the contractor the amount of any loss resulting from such termination if the contractor shall have offered or given to any person any gift or consideration of any kind as an inducement or reward for doing, or for bearing to do any action in relation to obtaining, or in the execution of contract or

any other contract with the GCMMF Ltd, or if any of the like acts shall have been done by any person employed by the contractor or acting on his behalf (whether with or without the knowledge of the contractor), or if the contractor shall have come in to any agreement with another contractor(s) whereby an agreed quotation or estimate shall be offered as a bid to the GCMMF Ltd by one or more contractors.

73.2 In the event of such termination, the contractor shall:

- a) Proceed as provided in sub clause 65.7 hereof, and
- b) Be paid by the GCMMF Ltd as provided in sub clause 65.8 hereof, provided that any loss referred herein shall first be deducted.

**74.0 Termination of contract for GCMMF LTD'S convenience**

74.1 The GCMMF Ltd shall be entitled to terminate this contract at any time for its own convenience after giving 60 days prior notice to the contractor, with a copy to the Engineer.

74.2 In the event of such termination the contractor:

- a) Shall proceed as provided in sub clause 65.7 here of, and
- b) Shall be paid by the GCMMF Ltd as provided in sub clause 65.8 hereof.

**Section III: - Special Conditions of Contract**

**Table of Clauses**

Sr. No.	Description
1.	Special conditions of contract
2.	Taxes

3. Time of completion
4. Engineer's Office Accommodation
5. Water for construction and other use
6. Power supply
7. Materials to be issued by the owner / Basic rate of Materials.



### Section III: - Special Conditions of Contract

1.0 The following special conditions of contract shall supplement the General conditions of contract, given in section II, wherever there is a conflict the provision herein shall prevail over those in the General conditions of contract.

#### 2.0 Taxes

2.1 Specify Tax Condition. If GST, VAT, Work Contract Tax, Sales tax etc. are applicable or not. If tax condition is not specified your rate shall be considered inclusive of all taxes.

#### 3.0 Time of Completion

3.1 The contractor shall execute the contract up to 10% increase in the value of the works within the specified completion period of the contractor and no extension of time shall be granted. In case the increase in the value exceeds 10% of the contract amount, proportionate extension of time shall be granted, for the entire amount of increase over the original contract value.

#### 4.0 **Engineer's office Accommodation**

4.1 The contractor shall at his own cost provide a temporary office accommodation of size 3M x 4M for the Engineer along with toilet facility and shall provide electrical connection to the same. The contractor, at his own cost, shall remove the structure after the completion of work.

#### 5.0 **Water for Construction and Other Use**

5.1 The water suitable for construction purpose shall be provided at one point (Maximum 30 m away from construction site) the contractor shall make his own arrangement for water connection and distribution pipelines in the construction area.

5.2 Water charges @ 0.5% shall be recovered from the gross amount of work done from each Interim bill.

5.3 The AFDG shall not guarantee the maintenance of uninterrupted water supply. It will be the responsibility of the contractor to make alternative arrangements for water supply at his own cost in the event of any break down so that the progress of work is not affected for want of water. No claim or damage or refund of water charges shall be entertained on account of such break down.

#### 6.0 **Power (Electricity) Supply**

6.1 The Power supply shall be made at one point in the site at the direction of the Engineer. The contractor shall make his own arrangement to carry and distribute the power wherever it is required within the site as per IEA rules.

Electricity charges @ 0.5% shall be recovered from the gross amount of work done from each Interim bill.

6.3 The temporary supply lines shall be removed and the contractor shall clear the site after the completion of the work at his own cost.

Material Details :

- Cement supply is in Bidder scope and shall be OPC-53 Grade, Make: - Ultratech, JK laxmi, Binani.
- Reinforcement Steel FE 500D TMT Bar and structural steel supply is in Bidder scope and Make: - TATA, Vizag, SAIL
- MS Structure Material : Fy-250 & 315 grade , Make : Sail , TATA, Vizag, Essar , Apollo
- No price variation or price adjustment will be applicable for supply of any material.

**Section IV: - Form of Bid.**

The Appendix forms part of the bid. Bidders are required to fill up all the blank spaces in this form of bid and Appendix.

**Name of Contract:**

**Name and address of Site:**

GCMMF Ltd. (Amul)

Block IB, Plot No 197

Sector III, Salt Lake City,

Kolkata 700 106

West Bengal

Dear Sir,

- 1.0 Having examined the Drawings, conditions of contract, specifications and schedule of quantities for the execution of above-mentioned works, we, the undersigned offer to execute, complete and maintain the whole of the said in conformity with the said Drawings, Conditions of Contract, Specifications and Schedule of quantities for the sum of \_\_\_\_\_ or such other sum as may be ascertained in accordance with said conditions.
  
- 2.0 We undertake, if our bid is accepted to commence the works within 30 days of receipt of the Letter of Acceptance, and to complete and deliver the whole of the above said work comprised in the contract within 240 Days from the date of Site handover (In Phase Manner).
  
- 3.0 If our bid is accepted we will furnish a security in the form of a bank guarantee (to be approved by you) to be jointly and severally bound with us in amount of 5% of the above named sum in accordance with the conditions of contract.

We agree to abide by this bid for the period of 90 days from the date of bid opening prescribed in clause 20 of the Instruction to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Unless and until an Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

\* The total Bid Price is to be inserted in writing and figures by me Bidder. The currency of Bid should be in accordance with clause 11 of the "Instructions to Bidders".

\*\* To be inserted by the Bidder. The numbers should conform to the timing specified by the GCMF Ltd in the bidding documents.

***Appendix for the Bid***

Tender For  
General Terms and Condition for Tender

Sr No	Description	Remarks
1	Amount of Performance Security in the Form of (a) Bank Draft (b) bank guarantee	5% of contract Value
2	EMD	Rs.5,00,000/-
3	Period for Commencement,	30 Days from the Date of letter of Acceptance
4	Time for Completion	240 Days from the date of Site handover (In Phased Manner). This is a running office, contractor will be given a vacant floor for work.
5	Rate of Liquidated Damage	0.5 per week
6	Maximum Limit of Liquidated Damages	10% percent
7	Rate of Bonus	NA
8	Maximum Limit of Bonus	NA
9	Period of Maintenance (Defect Liability)	12 Months
10	Percentage of Retention	5 % percent
11	Maximum Limit of Retention Money	5% percent
12	Time with in which the payment	30 days Would be made after the certificate

Date this \_\_\_\_ day of \_\_\_\_ 200\_\_.

Signature \_\_\_\_\_ in the capacity of \_\_\_\_\_ duly authorized to sign the bid for and on behalf of \_\_\_\_\_ (in capital letters).

Name of Witness

Address

Signature

**Section V: - Schedule of Supplementary Information.**

The bidder shall provide latest and updated Supplementary Information as on date of signing of bid as annexed in the form of tables mentioned hereunder. All these supplementary information shall be considered for the bid evaluation and it in the contract execution. If the bidder then the bid does not supply the requisite information shall be considered non-responsive and shall be rejected.

- a) Table - 1 Equipment, Plant & Machinery.
- b) Table - 2 Key Personnel.
- c) Table - 3 Nominated Sub-contractors.
- d) Table - 4 Major works successfully completed during last five years.
- e) Table - 5 Statement of Bonus earned/Liquidity damages paid in last five years.

- f) Table - 6 Statement of Arbitration & Disputes in last five years.
- g) Table - 7 Financial Business Capability and Income Tax returns certificates for the last three years.
- h) Table - 8 Works in Hand

Bidders can use tables given herewith to furnish this information or separate sheets can also be attached for this purpose.



Table - 1 Equipment, Plant & Machinery.

Major items of constructional equipments, plants and machinery to be deployed by the bidder.

Sr. No.	Description Of Equipment	Make of equipment	Nos. available with the bidder in working condition	Nos. proposed to be deployed at site.



Table - 2 Key Personnel

Personnel	Nos. of person employed with the bidder.	Nos. of persons to be deployed for this project

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Table. - 3 Nominated sub contractors

(List of works of value more than 10 % of the contract value proposed to be sublet)

Sr. No.	Description of Work	Approximate Value of work `.	Name of the sub-contractor.	Place where similar works previously executed.

Tender For  
General Terms and Condition for Tender


Table 4. - Major Works Completed during  
Past five years

Enlist the major works completed				
Name of Client	Value of Work `.	Time of completion	Date of Completion	

Sr. No.	Name of Work	Place	Contract Reference

Table 5- Statement of Bonus earned/Liquidity damages (L.D.) paid in the past five years.

Time of completion	Amount of Bonus / L.D.



Sr. No.	Name of Work	Place	Contract Reference	Name of Client	Value of Work `.

Table 6. -  
Statement of  
Arbitration &  
Disputes in  
the last five

Award of Arbitration

Sr. No.	Name of Work	Place	Contract Reference	Name of Client	Value of Work	Nature of Dispute

Table 7. - Financial and Business Capability.

1. Audited annual accounts/ Accounts  
Audited under section 44AB of Income Tax Act of past 3 years  
:
2. Where accounts are not required to be  
Audited following information shall be  
Given for last three years duly attested by  
a Chartered Accountant/Manager of a  
nationalized bank  
:
- b. Share Capital :
- Free reserves :
- Other reserves :
- b. Term loans from financial institutions and  
Banks :
- c. Current Liabilities :
- Bank cash credits :
- Others (Including sundry creditors) :
- d. Provisions :

- e. Contingent Liabilities including claims not Acknowledged :
  
- f. Fixed Assets :  
Gross :  
Net :
  
- g. Cash and Bank balances
  
- h. Inventories :
  
- i. Debtors & Advances considered good  
more than 6 months :  
less than six months
  
- j. Profit before tax :
  
- k. Loss, if any :
  
- 3. Other information  
Name of the Bankers :  
Bank facilities including credit limits :
  
- 4. Projected turn over for the next two years  
Year 1 :  
  
Year 2

Table 8 - Works in Hand

Enlist on-going project	Place	Contract Reference	Name of Client	Value of Contract	Time of Completion	
					Period	Date

	Name of Work					
	Sr. No.					

**Section VII: - Form of Agreement for Civil Construction Work.**

This Agreement is made and executed on the day of \_\_\_\_\_200\_\_\_ between the GCMMF Ltd

\_\_\_\_\_

\_\_\_\_\_ (herein after referred to as the Contractor, which expression, shall, unless repugnant to the context or meaning thereof, include the heirs, successors, assignees executors and administrators of the Contractor) of the OTHER PART.

WHEREAS the GCMMF Ltd is desirous that certain works should be executed, via \_\_\_\_\_ and has, by letter of Acceptance dated \_\_\_\_\_, accepted a bid by the contractor for the execution, completion and maintenance of such works,

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

In this agreement, works and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

The following documents shall be deemed to form and be read and construed as a part of this agreement, viz.

- This Form of Agreement
- The letter of Acceptance
- The said bid and Appendix
- The Technical Specifications
- The schedule of Quantities
- The Drawings
- The schedule of supplementary information
- Special conditions of contract
- General conditions of contract
- From of Bank Guarantees

\* The contractor shall not fill up this form.

- 3.0 The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities and discrepancies shall take precedence in the order set out above.
- 4.0 In the consideration of the payment to be made by the to the contractor as hereinafter mentioned, the contractor hereby covenants with the GCMMF Ltd to execute, complete and maintain the works in conformity in respects with the provisions of the contract.

5.0 The GCMMF Ltd hereby covenants to pay the contractor in consideration of the execution, completion and maintenance of the works the contract price at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF the parties hereto have caused their respective common seals to be hereunto affixed the day, month and year first above written.

Signed, sealed & delivered for and

On behalf of the within named GCMMF LTD

By the hands of its Authorized Signatory.

Authorized Signatory

GCMMF Ltd

In the presence of:

WITNESS:

1) Signature

Name

Address

2) Signature

Name



Address

Signed, sealed and delivered for and on behalf of the within named Contractor, the other part.

In the presence of:

WITNESS:

1) Signature

Name

Address

2) Signature

Name

Address.

Section: VIII - Acceptable Forms of Bank Guarantees

Table of Contents

Sr. No.	Description
P.1	Performance Security
P.2	Earnest Money Deposit.

P.3 Retention Money

*P.1 - Performa of Bank Guarantee for Performance security*  
(Non - Judicial stamp paper of RS.160/-)

Bank Guarantee No.

Date.

## General Terms and Condition for Tender

This deed of guarantee made this \_\_\_\_\_ day of 200\_\_\_\_\_ (Two thousand and \_\_\_\_\_) by (Name and the address of the Bank), hereinafter referred to as the bank, which shall unless repugnant to the context or the meaning thereof includes its legal representatives, successors and assigns and the GCMMF Ltd include its legal representative, successors or assigns.

Where as the GCMMF Ltd. clients has awarded a contract bearing no. \_\_\_\_\_ on M/s. \_\_\_\_\_ (Name and the address of the party), hereinafter referred to as the contractor, for the execution, completion and the maintenance of \_\_\_\_\_

\_\_\_\_\_ And whereas, the contractor has agreed to submit a performance security in the form of a bank guarantee to the GCMMF Ltd as per the terms and conditions of the bidding documents and the contract which will be kept valid upto \_\_\_\_\_ calendar months from the date of bank guarantee ( the period should be till end of Period of Maintenance). And whereas, the bank and its duly constituted agent and officer has already read and understood the contract made between the GCMMF Ltd and the contractor.

In consideration of the GCMMF Ltd having agreed to award the contract on the contractor, we \_\_\_\_\_ (the bank), do hereby guarantee, undertake promise and agree with the GCMMF Ltd, its legal representatives, successors and assigns that the within named ( the name of the contractor) their legal representatives and assignees will faithfully perform and fulfill everything within the bidding document and the contract order on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner therein provided, do all obligations there under and we further undertake and guarantee to make payment to the GCMMF Ltd a sum of `\_\_\_\_\_ (Rupees \_\_\_\_\_ Only) being 5% of the contract value, in the case contractor, their legal representatives and the assignees do not faithfully perform and fulfill everything within the bidding document and the contract order on their part to be performed or the fulfilled at the time and the manner therein provided and do not willfully and promptly do all the obligations there under.

In case the contractor fails to perform or fulfill the contract as per the terms and the conditions agreed upon, the GCMMF Ltd is entitled to demand the amount equivalent to 5% of the contract value from the contractor and the demand made by GCMMF Ltd itself will be conclusive evidence and proof that the contractor has failed to perform or fulfill his obligations under the contract and neither the contractor nor the bank shall be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment on any ground whatsoever.

We (the name of the bank) do hereby undertake to pay an amount equivalent to the 5% of the contract value being the amount due and payable under this guarantee without any demur merely on a demand from the GCMMF Ltd stating that the amount claimed is due by way of non performance of the contractual obligations as aforesaid by the contractor or by the reason of the contractor's failure to perform the said contractual commitments., any such demands made on the banks 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 \_\_\_\_\_) being the amount equal 5% of the contract value.

We the bank further agree that the performance security herein contained shall remain in full force and effect for period of \_\_\_\_\_ calendar months from the date of the bank guarantee (the period shall be till the end of period of Maintenance) whichever is later or till the GCMMF Ltd certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractor and accordingly discharge the guarantee, unless a demand or a claim under this guarantee is made on us in writing by the GCMMF Ltd on or before \_\_\_\_\_ we shall be discharged from all liabilities under this performance security here after.

We the bank further agree with the GCMMF Ltd that the GCMMF Ltd shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and the conditions of the bidding document and the contract or to extend the time of performance by the said contractor from time to time or postpone for

any time or from time to time and any of the power exercisable by the GCMMF Ltd against the contractor and to forbear or enforce any of the terms and conditions relating to the said bidding document and the contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act or omission on the part of the GCMMF Ltd to the said contractor 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.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the GCMMF Ltd may have or hereafter possess in respect of the works executed or intended to be executed and the GCMMF Ltd shall be under no obligation to marshal in favour of the bank any such securities or funds or assets that the GCMMF Ltd may be entitled to receive or have a claim upon and the GCMMF Ltd at its absolute discretion may vary, exchange, renew modify or refuse to complete to enforce or assign any security or instrument.

The bank agrees that the amount hereby guaranteed shall be due and payable to the GCMMF Ltd on serving us with a notice requiring the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery thereof to the bank or dispatch thereof dispatch thereof to the bank by registered post at the address of the bank.

Any notice sent to the bank at its address by registered post shall be deemed to have been duly served on the bank notwithstanding that the notice may not in fact has been delivered to the bank.

In order to give full effect to the provisions of this guarantee the bank hereby waives all rights inconsistent with the above provisions and which the bank might otherwise as a guarantor be entitled to claim and enforce.

We, \_\_\_\_\_ lastly undertake not to revoke this guarantee during its currency except with the previous consent of the GCMMF Ltd in writing and

the guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_). The guarantee shall remain in force until \_\_\_\_\_ and unless the guarantor is renewed or the claim is preferred against the bank within three months from the said date (the date of expiry) all rights of the GCMMF Ltd under this guarantee shall cease and the bank shall be released and discharged from all the liabilities hereunder.

Place

Signature

Date

Seal

Code no.

**Note:- Bidders shall ensure that the seal and code no. of signatory is  
Put by the Bankers, before submission of the Bank guarantees.**



**P.2 Performa of the Bank guarantee for Earnest Money Deposit (EMD) (On Non-Judicial Stamp Paper of Rs. 160/-)**

Bank Guarantee No.

Date.

This deed of guarantee made this \_\_\_\_\_ day of 200\_\_\_\_\_ (Two thousand and \_\_\_\_\_) by (Name and the address of the Bank), hereinafter referred to as the bank, which shall unless repugnant to the context or the meaning thereof includes its legal representatives, successors and assigns and the GCMMF Ltd which expression shall unless repugnant to the context thereof include its legal representative, successors or assigns.

Whereas the GCMMF Ltd has invited bids for the construction of the proposed

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by the Invitation to bid no. \_\_\_\_\_.

AND WHEREAS M/s \_\_\_\_\_ - (Name and the Address of the bidders) who having submitted their bids (hereinafter referred to as the Tender) and have agreed to deposit to the GCMMF Ltd and amount indicated in the Invitation to bid as per the terms and the conditions of the bidding documents. AND WHEREAS the GCMMF Ltd is also willing to accept a Bank guarantee in lieu of payment by demand draft of any amount equivalent to the amount of bid security required to be deposited by the bidder to the GCMMF Ltd which guarantee shall be kept valid for 120 days after the day of the opening of the bids.

In consideration of the GCMMF Ltd having agreed to consider the bid proposals having submitted by the bidder without depositing the amount of bid security and against this Bank guarantee, we (name and the address of the Bank) hereby undertake and guarantee to make payment to the GCMMF Ltd the amount of bid security or any part thereof not deposited by the bidder to the GCMMF Ltd at any time (time being the essence of the contract) when the GCMMF Ltd asks for the same as per the terms and the

conditions of the bidding documents within 120 days from the date of opening of the bids.

The bank further undertake not to revoke this guarantee during its currency except with the previous consent of the GCMMF Ltd in writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of ` \_\_\_\_\_ (Rupees \_\_\_\_\_ only) provided always that any indulgence or forbearance on the part of the GCMMF Ltd to the said bidder, with or without the consent of the Bank shall not prejudice or restrict remedies against the bank nor shall the same in any event be a ground of defense by the Bank against the GCMMF Ltd.

In case the GCMMF Ltd puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this Bank guarantee, the Bank will consider that such demand by itself is a conclusive evidence and proof that the bidder has failed in complying with the terms and conditions stipulated by the GCMMF Ltd in its bidding document and payment will be made to the GCMMF Ltd without raising any disputes regarding the reasons for such failures on the part of the bidder.

The Bank shall not be discharged or released from this guarantee by any arrangement between the bidder and the GCMMF Ltd with or without the consent of the Bank or any alterations in the obligations of the parties or by an indulgence, forbearance shown by the GCMMF Ltd to the bidder.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the GCMMF Ltd may have or hereafter processes against the bidder and the GCMMF Ltd shall be under no obligations to marshal in favour of the Bank any such securities or fund or assets that the GCMMF Ltd at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the GCMMF Ltd on GCMMF Ltd's serving with a notice requiring the payment of the amount and such notice shall be served on the

dispatching thereof by to the Bank by registered post at the address of the said Bank. Any notice sent to the Bank at its address by registered post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

In order to give full effect to the provisions of this guarantee the Bank thereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

The guarantee shall remain in force until \_\_\_\_\_ and unless the guarantee is renewed or a claim is preferred against the bank within three months from the said date all rights of the GCMMF Ltd under this guarantee shall cease and the bank shall be released and discharged from all liabilities hereunder.

Notwithstanding anything contained here before, our liability under this guarantee is restricted to `\_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the amount of the Bid security and it shall remain in force until \_\_\_\_\_.

Place

Signature

Seal

Code no.

**Note: - Bidders shall ensure that the seal and code no. of signatory is  
Put by the Bankers, before submission of the Bank guarantees.**

**P.3 Performa of Bank Guarantee for Retention Money**

(On Non - Judicial Stamp Paper of ` . 160/-)

Bank Guarantee No.

Date: -

This deed of the guarantee made this \_\_\_\_\_ day of 200\_\_\_\_\_ (two thousand and \_\_\_\_\_) by (Name and the address of the Bank) hereinafter referred to as the bank which shall unless repugnant to the context or the meaning thereof includes its legal representatives successors and assigns and the GCMMF Ltd which expression shall unless repugnant to the context or the meaning thereof include its legal representative, successors or assigns.

Whereas the GCMMF Ltd has placed its contract order bearing number dated \_\_\_\_\_ on (name and the address of the party) hereinafter called \_\_\_\_\_ the contractor, \_\_\_\_\_ for the construction of \_\_\_\_\_

And whereas the GCMMF Ltd has agreed to pay the contractor the retention money i.e. 10% of the value of the contract on the submission of a bank guarantee of the equal amount, which will be kept valid upto.

In consideration of the GCMMF Ltd having agreed to pay to the contractor RS. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the retention of the money i.e. 10% of the value of the contract, we (the bank), hereby undertakes and quarantine to make repayment to the GCMMF Ltd of

the said 10% amount or any part thereof which does not become payable to the contractor by the GCMMF Ltd in accordance with and subject to the terms and conditions of the said contract. The bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the GCMMF Ltd in writing and this guarantee shall be a continuous and irrevocable guarantee upto the sum of ` . \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

The bank shall not be discharged or released from this guarantee by any arrangement between the contractor and the GCMMF Ltd with or without the consent of the bank or any alterations in the obligations of the party or by the indulgence, forbearance shown by the GCMMF Ltd to the contractor and the same shall not prejudice or restrict remedies against the bank nor shall the same in any event be a ground of defense by the bank against the GCMMF Ltd. We do hereby undertake to pay an amount equal to 10% of the contract value being the amount due and payable under this guarantee without any demur, merely on a demand from the GCMMF Ltd stating that the amount claimed is due to the GCMMF Ltd. In case, the contractor fails to perform or fulfill the contract as per the terms and conditions agreed upon, the GCMMF Ltd is entitled to demand an amount equal to 10% of the contract value from the contractor and the demand made by the GCMMF Ltd by itself will be conclusive evidence and proof that the supplier has failed to perform or fulfill his obligations and neither the contractor nor the bank shall be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment on any ground.

This guarantee shall be in addition to and without prejudice to any other securities or remedies, which the GCMMF Ltd may have or in hereafter possess in respect of the works, executed or intended to be executed and the GCMMF Ltd shall be under no obligation to marshal in favour of the bank any such securities. Or funds or assets that the GCMMF Ltd may be entitled to receive or have a claim upon and the GCMMF Ltd at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the GCMMF Ltd on GCMMF Ltd's serving with a notice requiring the payment of the amount and such notice shall be served on the Bank

either by actual delivery thereof to the Bank or by dispatching thereof by to the Bank by registered post at the address of the said Bank. Any notice sent to the Bank at its address registered post shall be deemed to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank.

In order to give full effect to the provisions of this guarantee the Bank thereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce

Notwithstanding anything contained here before, our liability under this guarantee is restricted to `\_\_\_\_\_ (Rupees being \_\_\_\_\_ Only) being the amount of the retention money and it shall remain in force until \_\_\_\_\_ and unless it is renewed for a further period or a claim is preferred against the Bank within three months from the said date (date of expiry) all rights of the GCMMF Ltd under the guarantee shall cease and the bank shall be released and discharged from the liabilities hereunder.

Place

Signature

Date

Seal

Code no.

**Note: Bidders shall ensure that the seal and code no. Of signatory is Put by the Bankers, before submission of the Bank guarantees.**